

PROPOSAL DOCUMENTS

RIDGEFIELD STREETSCAPE IMPROVEMENTS - PHASE II
DANBURY ROAD (ROUTE 35)

Town of Ridgefield
400 Main Street
Ridgefield, CT 06877

Rudy Marconi, First Selectman
Charles R. Fisher, P.E., L.S., Town Engineer



CONSTRUCTED IN COOPERATION WITH THE
STATE OF CONNECTICUT



DANNEL P. MALLOY- GOVERNOR

DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT

Catherine Smith
Commissioner

Prepared by:
Milone & MacBroom, Inc.
99 Realty Drive Cheshire,
Connecticut 06410
(203) 271-1773

MMI #1716-15
April 15, 2016

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LEGAL NOTICE

INVITATION to BID

The Town of Ridgefield invites all interested parties to submit sealed bids on the following:

BID DUE DATE: May 27, 2016
BID DUE TIME: 11:00 AM EDST
BID ITEM: Ridgefield Streetscape Improvements Phase II
Danbury Road (Route 35)
BID NUMBER: 2016-16

Terms and conditions as well as the description of items being bid are stated in the specifications. Specifications may be obtained at the following address:

Town Of Ridgefield
Jerry Gay
400 Main Street
Ridgefield, CT. 06877
203- 431 - 2720

The return bid envelope must be marked and addressed to the following:

TOWN OF RIDGEFIELD
DIRECTOR OF PURCHASING
BID NUMBER:
400 MAIN STREET
RIDGEFIELD, CT. 06877

Bids must be received no later than the date and time stated above at the Purchasing Director's office on the second floor. For further information, please call Jerry Gay at (203) 431-2720 or E-Mail at purchasing@ridgefieldct.org

Bid results may be viewed at www.ridgefieldct.org in the Purchasing Section.

An Affirmative Action/Equal Opportunity Employer Minority/Women's Business Enterprises are encourages to apply.

SELECTING THE GENERAL CONTRACTOR

Lowest Responsible and Qualified Bidder: "Lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability, and integrity necessary to faithfully perform the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DECD of the reasons for the rejection and request DECD concurrence. The Commissioner of DECD shall at his/her discretion either approve or deny the grantee's rejection. The grantee agrees to hold DECD harmless from any and all claims by rejected bidders.

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INSTRUCTIONS TO BIDDERS

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMEN

INSTRUCTIONS TO BIDDERS

1. Submit proposals in a sealed envelope plainly marked with bid number to identify this particular proposal.
2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
3. The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
4. Bidders may be present at the opening of bids.
5. Bids may be held by the Town of Ridgefield for a period not to exceed ninety (90) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
6. Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. Unauthorized changes to these forms, i.e. adding, striking out and/or changing any words, language or limits will cause the bidder to be disqualified.

Please Note: Certificates of Insurance, if required, MUST name the Town of Ridgefield as **Additional Insured**. Failure to do so will mean disqualification from the Bid. There will no exceptions.
7. **Permits:** It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation standard Specifications for Roads, Bridges and Incidental Construction, Town of Ridgefield Road Construction Standards, or as set forth in these specifications.
8. **Emergency Work:** The Contractor shall file with the Engineer a telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public

safety. The person shall be readily available and have full authority to deal with any emergency that may occur.

9. **Sales Tax:** In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
12. **Contractor's Qualification Statement:** The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
13. **Hold Harmless Agreement:** In order for the bid to be considered valid, the Contractor **must** sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
14. **Prevailing Wage Rates:** This project **is** subject to the State of Connecticut prevailing wage rates.
15. **SBE/MBE and Contract Compliance Requirements:** This project **is** subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements. It is the Contractor's obligation to make a determination of the extent to which these requirements affect the performance of this contract. No direct payment will be made to the Contractor for meeting these requirements.

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. §4a-60g, as amended. (25% of the work with DAS certified small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

The contractor must also file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

16. **Time of Completion:** All work must be completed within one hundred and eighty (180) days of the notice to proceed.

17. **Bid Questions:** General bidding questions may be directed to Jerry Gay, Purchasing Agent, at 203-431-2720. Technical questions must be submitted to Thomas Sheil, LA, Vice President, Milone & MacBroom, 203-271-1773.

18. **Bonds:** A Payment and Performance bond in the full amount of the Proposal will be required of the successful bidder. The bond must be in the form of a surety bond of a type satisfactory to the Town of Ridgefield. All sureties must be listed on the most recent IRS Circular 570. The bond shall be delivered to the Office of the Town Engineer before commencing the work.

A bid bond in the amount of five (5) percent of the total bid must be submitted with the proposal. The bond may be in the form as described above. For the bidder's convenience, a sample bid bond is included in these specifications. The Town will reject any bid, which is not accompanied by a proper bid bond.

19. **Bid Submissions:** The following items shall be submitted for a bid to be considered complete:

- (a) Insurance certificates
- (b) Executed Hold Harmless Agreement
- (c) Contractor's Qualification Statement
- (d) Contractor's List of Subcontractors
- (e) Project Schedule
- (f) Executed proposal sheets, PF-1 to PF-5
- (g) Bid Bond

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INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1. CONTRACT DOCUMENTS:

The "Invitation to Bid", the "Instructions to Bidders", "Information for Bidders," the "General Conditions," the "Proposal Forms," the "Technical Specifications," "Supplemental Conditions" and the "Contract Drawings" are the Contract Documents that will form the Contract. Bidders must examine each of the Contract Documents, **must visit the location of the work** and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the work.

2. OMISSIONS AND DISCREPANCIES:

Should a Bidder find discrepancies in, or omissions from, the Drawings or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer who may send a written instruction to all bidders.

3. ACCEPTANCE OR REJECTION OF PROPOSALS:

The Town of Ridgefield, Connecticut reserves the right to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which is incomplete, obscure, or irregular may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal which omits a bid on any one or more items in the price sheet may be rejected; any Proposal in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Proposal accompanied by an insufficient or irregular check may also be rejected.

Prequalification provisions of the State of Connecticut do not apply to this project.

4. ACCEPTANCE OF PROPOSAL:

Within sixty (60) days after the opening of the Proposals, the Town of Ridgefield will act upon them. The acceptance of a Proposal will be a notice in writing signed by a duly authorized representative of said Town and no other act shall constitute the acceptance of a Proposal. The acceptance of a Proposal shall bind the successful bidder to execute the Contract.

5. TIME OF EXECUTION:

Within seven (7) days after the successful bidder has been notified in writing of the award of the Contract he shall commence the work.

6. PRICES:

In the event of discrepancy between the prices quoted in the Proposal in words and those in figures, the words shall control. The prices are to include the furnishing of all material, plant, equipment, tools, shoring, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

7. BOND:

A Payment and Performance bond in the full amount of the Proposal will be required of the successful bidder. The bond may be in the form of a certified check, cash, or a surety bond of a type satisfactory to the Town of Ridgefield. All sureties must be listed on the most recent IRS Circular 570. The bond shall be delivered to the office of the First Selectman before commencing the work.

A bid bond in the amount of five (5) percent of the total bid must be submitted with the proposal. The bond may be in the form as described above. For the bidder's convenience, a sample bid bond is included in these specifications. The Town will reject any bid, which is not accompanied by a proper bid bond.

8. QUANTITIES:

The quantities of work indicated on the Proposal represents the estimate of the Engineer and the Town of Ridgefield does not expressly or by implication imply that the actual work will comply with these quantities. The Town of Ridgefield reserves the right to increase or decrease any item shown therein. However, the award of the Contract shall be on the basis of the Quantities shown on the Proposal.

9. MISCELLANEOUS:

All proposals are to be **sealed** in an envelope plainly marked to identify this particular proposal.

Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.

The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.

Bidders may be present at the opening of the bids.

Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of the bids for the purpose of reviewing the bids and investigation the qualification of the bidders prior to the awarding of the contract.

10. INSURANCE REQUIREMENTS:

Each bidder shall carry and maintain the following insurance coverage during the period of the contract: The Certificate of Insurance for the Limits of Liability stated

below should be submitted with your bid to the Purchasing Department at Town Hall. Bidders may not perform any work until all insurance requirements are met.

1. Comprehensive General Liability Insurance as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractor's protective. The minimum amounts of such insurance shall be as follows:

Bodily Injury Liability and Property Damage Liability:

\$1,000,000 each occurrence.

The Town shall be named as an Additional Insured

The State of Connecticut shall be named as an Additional Insured

2. Worker's Compensation Insurance and Employer's Liability for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.

·Worker's Compensation and Employer Liability:

Statutory Limits

3. Comprehensive Auto Liability Insurance

Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of \$1,000,000 each occurrence.

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment, which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

11. CONTRACTOR'S QUALIFICATION STATEMENT:

The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.

12. WAGE RATES:

The project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. Conformance to the prevailing wage rates is required.

Wage rate certifications are to be submitted with all applications for progress payment. No payment will be made unless the wage rate certifications have been properly completed.

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PROPOSAL FORMS

BASE BID

RIDGEFIELD STREETSCAPE IMPROVEMENTS - PHASE II
DANBURY ROAD (ROUTE 35)

ITEM	QTY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0201001A	LS	Clearing and Grubbing _____per LS		
0202002A	LS	Earth Excavation _____per LS		
0202501	600	Cut Bituminous Concrete Pavement _____per LF		
0219011A	LS	Sedimentation Control System At Catch Basin _____per EA		
0406005A	120	Bituminous Concrete Pavement Repair _____per SY		
0811002	190	Concrete Curbing _____per LF		
0921001A	3270	Concrete Sidewalk _____per SF		
0921002A	500	Miscellaneous Concrete Sidewalk Repairs _____per SF		

BASE BID

ITEM	QTY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0921005A	8	Concrete Sidewalk Ramps and Detectable Warning Strips _____per EA		
0922501A	175	Bituminous Concrete Driveway _____per SY		
0924006A	835	Concrete Driveway Ramp _____per SF		
0944001A	1	Furnishing and Placing Topsoil _____per LS		
0949001A	4	Acer rubrum 'Sun Valley', 3.5" Cal. B.B. _____per EA		
0949002A	3	Amelanchier canadensis, 8'-10' Ht., B.B. _____per EA		
0949004A	7	Carpinus betulus 'Fastigiata', 2.5" Cal., B.B. _____per EA		
0949005A	4	Cercidiphyllum japonicum, 3.5" Cal., B.B. _____per EA		
0949007A	3	Ginko biloba, 3.5" Cal., B.B. _____per EA		

BASE BID

ITEM	QTY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0949009A	15	Prunus x okame, 2.5" Cal., B.B. _____per EA		
0949011A	4	Stewartia pseudocamellia, 2.5" Cal., B.B. _____per EA		
0950005A	1	Turf Establishment _____per LS		
0971001A	1	Maintenance and Protection of Traffic _____per LS		
0975002A	1	Mobilization _____per LS		
098001A	1	Construction Staking _____per LS		
1001002	1270	1.25" Trenching and Backfilling _____per LF		
1001244	6720	#6 Single Conductor XHHW _____per LF		
1001245	10960	#8 Single Conductor XHHW _____per LF		
100389A	14	Decorative Light Pole, Light Fixtures, and Concrete Foundations _____per EA		

BASE BID

ITEM	QTY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
1008113	475	1.25" Rigid Metal Conduit in Trench _____per LF		
1008125	830	1.25" PVC Conduit in Trench _____per LF		
1008215A	4	Pullboxes _____per EA		
1017032A	1	Electrical Service Enclosure, Modifications, and Equipment _____per LS		
1204122A	1	Project Sign _____per EA		
1210105A	LS	Epoxy Resin Pavement Markings, Symbols and Legends _____per LS		
1302053A	LS	Reset Utility Covers _____per LS		

Base Bid Total _____ dollars	\$ _____
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- (1) The basis of award of contract for work is to be per the lowest responsible base bid.
- (2) Bid Alternate No. 1 is to include all work necessary to construct 8 additional ornamental lights with associated conduits, wiring, concrete foundations, trenching, and backfilling as shown on the plans.

BID ALTERNATE NO. 1

RIDGEFIELD STREETSCAPE IMPROVEMENTS - PHASE II
DANBURY ROAD (ROUTE 35)

ITEM	QTY	UNIT PRICE IN WORDS	UNIT PRICE	COST
0201001A	LS	Clearing and Grubbing _____per LS		
0921002A	50	Miscellaneous Concrete Sidewalk Repairs _____per SF		
0950005A	1	Turf Establishment _____per LS		
0971001A	1	Maintenance and Protection of Traffic _____per LS		
1001002	480	Trenching and Backfilling _____per LF		
1001245	4830	#8 Single Conductor XHHW _____per LF		
100389A	8	Decorative Light Pole, Light Fixtures, and Concrete Foundations _____per EA		
1008125	950	1.25" PVC Conduit in Trench _____per LF		

Bid Alternate No. 1 Total _____ dollars	\$ _____
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, and
(Name of Principal)

_____, as Surety,
(Name of Surety)

are held and firmly bound unto the TOWN OF RIDGEFIELD, CONNECTICUT, hereinafter called the "OWNER", in the penal sum of _____

_____ DOLLARS, (\$ _____),

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS, the Principal, has submitted the Accompanying Bid dated _____
20 _____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified, therein after the opening of the same, or, if no period be specified, within thirty days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of 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 bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the Amounts for which the Owner may procure the required work or supplies or both, if the latter 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 THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Principal)

(Surety)

BY: _____

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CONTRACTOR'S QUALIFICATION STATEMENT

(To be submitted by the Bidder along with the Bid.)

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on a separate attached sheet. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
If so, where and why?
9. Have you ever defaulted on a contract?
If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this Contract.
12. List your experience in work similar to this project.
13. List the background and experience of the principal members of your organization, including officers.
14. List the work to be performed by subcontractors and summarize the dollar value of each subcontract.
15. Credit available.

16. Give bank reference.
17. Will you, upon request, fill out a detailed financial statement and furnish any information that may be required by the Owner?
18. The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date _____ this _____ day of _____, 20 _____

(Name of Bidder)

By _____

Title _____

State of _____)
County of _____)

_____ being duly sworn deposes

and says that he is _____ of _____

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

(Notary Public)

My commission expires _____, 20 _____

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HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield and the State of Connecticut from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield and/or the State of Connecticut may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield or the State of Connecticut directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield or the State of Connecticut liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield and the State of Connecticut harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the _____ day of _____

Signed, Sealed and Delivered in the
Presence of:

Signed:

Notary Public

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APPENDIX INSURANCE REQUIREMENTS

Each bidder shall carry and maintain the following insurance coverage during the period of the contract : The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:

- Bodily Injury Liability and Property Damage Liability:
\$1,000,000 each occurrence.
- **The Town and the State of Connecticut shall be named as an Additional Insured**
This **MUST** be stated explicitly on the Certificate or you will be **disqualified**

2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.

- Worker's Compensation and Employer Liability:
Statutory Limits

3. **Comprehensive Auto Liability Insurance:**

- **Bodily Injury Insurance and Property Damage Insurance** covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of **\$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

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CHRO-CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contact to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-7 I (d) and 46a-81i (d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30 (9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n. "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans ... (2)Hispanic Americans ... (3) persons who have origin in the Iberian Peninsula .. (4) Women. (5) Asian Americans and Pacific Islanders; (6) American Indian." An individual with a disability is also a minority business enterprise as provided by Section 32-9e of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21 (11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidders success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan,
- (d) the bidder's submission of EE0-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

*INSTRUCTION: Bidder must sign acknowledgment below, and return acknowledgment to Awarding Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidder's" forms.

Signature and Title

Date

On behalf of

The undersigned acknowledges receiving and understanding a copy of Addenda that may have been issued prior to bidding.

Signature and Title

Date

On behalf of

Addendum#

PROJECT NAME

PROJECT NO.

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
CONTRACT COMPLIANCE DATA FORM

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

1. PRIME CONTRACTOR (Name) _____ PRINCIPAL OFFICER (Name) _____ (Title) _____

ADDRESS (Street) _____ (TOWN) _____ (ZIP) _____

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

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

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

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

CONTRACTOR'S AUTHORIZED SIGNATURE _____

DATE _____

**CONTRACTOR'S MINORITY BUSINESS ENTERPRISES
UTILIZATION FORM**

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

PROJECT NO. _____
DATE AWARDED _____
DATE BID OPENED _____

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

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

(Attach additional pages if necessary using same headings)

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

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

AFFIDAVIT

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

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

Check if provision applicable:

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

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

Enterprises that qualify under current statutory requirements.

List of names of registered MBEs:

Check if provision applicable:

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

suppliers of materials for Contract No. _____ with _____
(Awarding Agency)

that are not registered with the Department of Administrative Services, but which should be
considered by the Connecticut Commission on Human Rights and Opportunities when
evaluating

the _____ good faith efforts:
(Contractor)

List of names of unregistered MBEs:

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

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

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

(Name of Corporation or Firm)

(Signature and Title of Official Making The Affidavit)

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

Notary Public/Commissioner of the Superior Court

My Commission Expires. _____

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State of Connecticut

Commission on Human Rights and Opportunities

Required Contract Language

Non-Discrimination and Affirmative Action

(A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract

or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not

be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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CONTRACT FORMS

**RIDGEFIELD STREETScape IMPROVEMENTS PHASE II
TOWN OF RIDGEFIELD, CONNECTICUT**

FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of, 20____ by and between _____ organized and existing under the laws of the State of Connecticut (hereinafter called the "Contractor") and the Town of Ridgefield (hereinafter called the "Town").

WITNESSETH, that the Contractor and the Town for considerations stated herein, mutually agree as follows:

ARTICLE 1: Statement of Work: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services and perform and complete all work required for construction of the **Ridgefield Streetscape Improvements Phase II, Danbury Road (Route 35)**. Work shall be performed in strict accordance with the Contract Specifications.

ARTICLE 2: The Contract Price: The Town will pay the Contractor for performance of the Contract in current funds in accordance with the bid proposal for the total work performed. The Town before making payment may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor for work under this Contract, if this is deemed necessary to protect its interest.

ARTICLE 3: The Contract: The executed Contract Documents shall consist of the following:

- a) This Agreement
- b) Invitation to Bid
- c) Instructions to Bidders
- d) Information for Bidders
- e) Signed copy of the Bid Proposals, with all attachments required for bidding
- f) General Conditions
- g) Supplemental Conditions
- h) Technical Specifications
- i) Performance Bond and Payment Bond
- j) Construction Drawings entitled "Ridgefield Streetscape Improvements Phase I, Danbury Road (Route 35)"
- k) Certificate of Insurance
- l) Addenda

THIS AGREEMENT, together with other documents enumerated in ARTICLE 3, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, form the Contract between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day of the year first above written.

CONTRACTOR

ATTEST:

BY _____
Rudy Marconi
First Selectman of Ridgefield

(Print or type all names under signature.)

CERTIFICATIONS

" _____
certify that I am the

_____ of
the corporation named as Contractor herein; that

-----who signed this
Agreement on behalf of the Contractor, was then

of said corporation; that said agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE

_____ SEAL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ a _____
(Corporation, Partnership,
Individual)
hereinafter called "Principal," and _____, of _____
State of _____, hereinafter called the
"Surety," are held firmly bound unto the Town of Ridgefield., Connecticut, hereinafter
called the "Owner,"
in the penal sum of — — — — —
DOLLARS (\$) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Owner, dated the
day of _____, 20____, a copy of which is hereto attached and
made a part hereof for the construction of:

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed hereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to work of the Specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20 _____

ATTEST:

(Principal)

(Principal) Secretary
(SEAL)

BY: _____ (s)

(Address- Zip Code)

(Witness as to Principal)

(Address- Zip Code)

(Surety)

ATTEST:

(Surety) Secretary
(SEAL)

BY: _____
(Attorney-in-fact)

(Witness as to Surety)

(Address- Zip Code)

(Address- Zip Code)

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

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ----- a-----
(Name of Contractor) (Corporation, Partnership,
Individual)
hereinafter called "Principal," and _____, of _____ State
of _____, hereinafter called the "Surety," are held firmly
bound unto the Town of Ridgefield, Connecticut, hereinafter called the "Town," in the penal
sum of _____ DOLLARS (\$
in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Town, dated the
_____ day of _____, 20____, a copy of which is hereto attached and made a
part hereof for the construction of:

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates
and agrees that no change, extension of time, alteration, or addition to the terms of the
Contract or to the work to be performed there under of the Specifications accompanying the

same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to work of the Specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20

ATTEST:

(Principal)

(Principal) Secretary
(SEAL)

BY: _____ (s)

(Address- Zip Code)

(Witness as to Principal)

(Address- Zip Code)

(Surety)

ATTEST:

(Surety) Secretary
(SEAL)

BY: _____
(Attorney-in-fact)

(Witness as to Surety)

(Address- Zip Code)

Address- Zip Code)

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

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents.
- Agreement:** The written agreement between the Town and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- Application for Payment:** The form accepted by the Engineer which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required.
- Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- Bonds:** Bid, performance, and payment bonds, and other instruments of security.
- Change Order:** A written order to the Contractor signed by the Town Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.
- Contract Documents:** The Agreement, Addenda (which pertain to the Contract Documents), the Contractor's Bid (when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings (as the same are more specifically identified in the Agreement), together with all Modifications issued after the execution of the Agreement.
- Contract Price:** The moneys payable by the Town to the Contractor under the Contract Documents as stated in the Agreement.

- Contract Time:** The number of days or the date stated in the Agreement for the completion of the Work.
- Contractor:** The person, firm, or corporation with whom the Town has entered into the Agreement.
- Drawings:** The drawings which show the character and scope of the Work to be performed, and which have been prepared or approved by the Engineer, and are referred to in the Contract Documents.
- Effective Date of the Agreement:** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- Engineer:** The Town Engineer or authorized representative of the Town Engineer.
- Field Order:** A written order issued by the Engineer which orders minor changes in the Work.
- Notice of Award:** The written notice by the Town to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the Town will sign and deliver the Agreement.
- Notice to Proceed:** A written notice given by the Town to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligation under the Contract Documents.
- Shop Drawings:** All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by the Contractor, a subcontractor, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer, fabricator, supplier, or distributor and submitted by the Contractor to illustrate material or equipment for some portion of the Work.
- Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The work (or a specific part thereof) has progressed to the point where, in the opinion of the Engineer, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2. GENERAL MATTERS

Delivery of Bonds:

When the Contractor delivers the executed Agreements to the Town, the Contractor shall also deliver to the Town such Bonds as the Contractor may be required to furnish.

Copies of Documents:

The Town shall furnish the Contractor with sufficient copies of the Contract Documents as are reasonably necessary for the execution of the Work.

Preconstruction Conference:

Before the Contractor starts the Work at the site, a conference may be required by the Engineer for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the effective date of the Agreement, or, if a Notice to Proceed is given on the day indicated in the Notice to Proceed.

Starting the Project:

The Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy, which the Contractor may discover.

Within ten days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

Before any Work at the site is started, the Contractor shall deliver to the Engineer certificates of insurance, which the Contractor is required to purchase and maintain and the Town shall deliver to the Contractor certificates of insurance requested by the Contractor, which the Town is required to purchase and maintain.

3. CONTRACT DOCUMENTS; INTENT AND REUSE

Intent:

The Contract Documents comprise the entire Agreement between the Town and the Contractor concerning the Work.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall report it to the Engineer in writing at once and before proceeding with the Work affected thereby.

It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to

produce the intended result shall be supplied whether or not it is specifically called for. When words, which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specified or by implication, shall mean the latest standard specification, manual, or code in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or the Engineer, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer.

The Agreement shall be governed by the laws of the State of Connecticut.

Reuse of Documents:

Neither the Contractor nor any subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer, and they shall not reuse any of them on any other project without written consent of the Town and the Engineer and specific written verification by the Engineer.

4. AVAILABILITY OF LANDS. PHYSICAL CONDITIONS. REFERENCE POINTS

Availability of Lands:

The Town shall furnish, as indicated in the Contract Documents, the lands upon where the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Unforeseen Physical Conditions:

The Contractor shall promptly notify the Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The Engineer will promptly review those conditions and determine if further investigation or tests are necessary. If the Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ

materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

Reference Points:

The Town shall provide engineering surveys for construction to establish reference points, which in its judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of the Town. The Contractor shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

5. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor shall assign to the project a competent field superintendent. The superintendent shall spend sufficient time at the site as necessary to insure that work is proceeding efficiently and in accordance with the Contract Documents.

The superintendent shall not be replaced, except on a temporary basis because of sickness, vacations, etc. without written notice to the Engineer.

The superintendent shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Labor, Materials, and Equipment:

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The contractor shall at all times maintain good discipline and order at

the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplemental Conditions, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the Engineer's written consent.

The Contractor shall furnish all materials, equipment, labor, transportation, construction, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in the Contract Documents.

Equivalent Materials and Equipment:

Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Engineer will be as follows:

Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment the Contractor shall make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute. All variations of the proposed substitute from

that specified shall be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance.

The Engineer will record time required by the Engineer and the Engineer's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Drawings or Specifications occasioned thereby. Whether or not the Engineer accepts a proposed substitute, the Contractor shall reimburse the Town for the charges of the Engineer and Engineer's consultants for evaluating any proposed substitute.

Concerning Subcontractors:

The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom the Town may have reasonable objection. A subcontractor or other person or organization identified in writing to the Town by the Contractor prior to the Notice of Award will be deemed acceptable to the Town. Acceptance of any subcontractor, other person, or organization by the Town shall not constitute a waiver of any right of the Town to reject defective Work. If the Town or Engineer after due investigation has reasonable objection to any subcontractor, other person, or organization proposed by the Contractor after the Notice of Award, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. The Contractor shall not be required to employ any subcontractor, other person, or organization against whom the Contractor has reasonable objection.

The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any obligation on the part of the Town to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. The Town or the Engineer may furnish to any

subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

Patent Fees and Royalties:

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the Town and the Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all construction permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. The Contractor shall pay all charges of utility service companies for connections to the Work.

Laws and Regulations:

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If the Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising therefrom.

Use of Premises:

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the

Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Town. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Taxes:

No amount shall be included in the bid price for Connecticut State Sales Tax or for Federal Excise and Transportation Taxes.

Record Documents:

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the Work.

Safety Protection:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The

Contractor shall notify the Town of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Engineer.

Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the Town, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples:

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review an approval with such promptness as to cause no delay in Work, all samples required by the Contract

Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness Shop Drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to measurements, dimensions, means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog number, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents, unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

Continuing the Work:

The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with the Town. No Work shall be delayed or

postponed pending resolution of any disputes or disagreements, except as the Contractor and the Town may otherwise agree in writing.

Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless The Town, the State of Connecticut, and the Engineer and their agents and employees from and against all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town or the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation of the amount of type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

6. WORK BY OTHERS

The Town may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the Town, utility service companies, and the other contractors who are parties to such direct contract reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends, for proper execution or results, upon the work of any such other Contractor or utility service company, the Contractor shall inspect and promptly report to the Engineer in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

If the performance of additional work by other contractors or utility service companies or the Town was not noted in the Contract Documents, written notice thereof shall be given the Contractor prior to starting any such additional work.

7. TOWN'S RESPONSIBILITIES

The Town shall issue all communications to the Contractor through the Engineer.

The Town shall furnish the data required of the Town under the Contract Documents promptly and shall make payments to the Contractor promptly after they are approved in accordance with the provisions of the Supplemental Conditions.

8. ENGINEER'S STATUS DURING CONSTRUCTION

Town Representative:

The Engineer shall be the Town's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Town's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the Town and the Engineer.

Visits to Site:

The Engineer or his representative shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. In addition, the Engineer shall make weekly visits to the site to examine the sediment and erosion controls measures.

Clarifications and Interpretations:

The Engineer shall issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary.

Rejecting Defective Work:

The Engineer shall have authority to disapprove or reject Work which is defective, and shall also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed.

Decisions on Disagreements:

The Engineer shall be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred to the Engineer in writing with a request for a formal decision in accordance with this paragraph, which the Engineer shall render in writing within a reasonable time.

Limitations on the Engineer's Responsibilities:

Neither the Engineer's authority to act under the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty of responsibility of the Engineer to the Contractor, any subcontractor, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the Work.

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," or "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents. The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of the following:

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.

The Engineer will not be responsible for the acts or omissions of the Contractor or of any subcontractors, or of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the Work.

9. CHANGES IN THE WORK

Without invalidating the Agreement, the Town may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

The Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the Town and also on the Contractor who shall perform the change promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, he shall notify the Engineer promptly in writing.

Additional Work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Town.

10. CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Town and the Engineer within fifteen days of the occurrence of the event-giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be reviewed by the Engineer and after reviewing the Engineer's recommendation and any other related information, the Town shall determine and approve any appropriate change in the Contract Price. Any

change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. By mutual acceptance of a lump sum.

On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined as follows):

Cost of the Work:

The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Town such costs shall be in amounts no higher than those prevailing in the locality of the Project and shall include only the following items:

Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Town and the Contractor. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by the Town. When in the opinion of the Engineer it becomes necessary to perform work outside regular working hours or to employ additional labor in order to maintain the Contractor's progress schedule, the Contractor shall do so without extra compensation.

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Town, and the Contractor shall make provisions so that they may be obtained.

Payments made by the Contractor to the subcontractors for Work performed by subcontractors. If required by the Town, the Contractor shall obtain competitive bids from subcontractors acceptable to the Contractor and shall deliver such bids to the Town who will then determine, with the advice of the Engineer, which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents in so far as applicable.

Costs of special consultants (including, but not limited to engineers, architects, testing laboratories, and surveyors) employed for services specifically related to the Work.

Supplemental costs including the following:

The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of the Contractor.

Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Engineer, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

The cost of utilities, fuel, and sanitary facilities at the site.

Cost of premiums for additional Bonds and insurance required because of changes in the Work.

The term Cost of the Work shall not include any of the following:

Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing,

and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in his principal or a branch office for general administration of the Work- all of which are to be considered administrative costs covered by the Contractor's Fee.

Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

Cost of premiums for all Bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials, or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically included.

Contractor's Fee:

The Contractor's Fee allowed to the Contractor for overhead and profit shall be determined as follows:

A mutually acceptable fixed fee; or if none can be agreed upon, a fee based on the following percentages of the various portion of the Cost of the Work:

for Payroll and material costs, the Contractor's Fee shall be ten percent (10%),

for subcontractor costs, the Contractor's Fee shall be five percent (5%); and if a subcontract is on the basis of Cost of the Work plus a Fee, the maximum allowable to the subcontractor as a fee for overhead and profit shall be ten percent (10%), and no fee shall be payable on the basis of any other costs.

The amount of credit to be allowed by the Contractor to the Town for any such change which results in a net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Prices:

Whenever the cost of any Work is to be determined pursuant to the above paragraphs, the Contractor will submit in for acceptable to the Engineer an itemized cost breakdown together with supporting data.

Cash Allowances:

It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such subcontractors, manufacturers, fabricators, suppliers, or distributors and for such sums within the limit of the allowances as may be acceptable to the Engineer. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract price includes such sums as the Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

11. CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Engineer within fifteen days of the occurrence of the event-giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence, unless the Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be reviewed by the Engineer and after reviewing the Engineer's recommendation and any other related information, the Town shall determine and approve any appropriate change in the Contract Time. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefor. Such delays may include, but not be limited to, acts or neglect by the Town or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

The Contractor warrants and guarantees to the Town and the Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted.

Access to Work:

The Engineer and the Engineer's representatives, other representatives of the Town, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. The Contractor shall provide proper and safe conditions for such access.

Test and Inspections:

The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.

If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Town's or the Engineer's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

All inspections, tests, or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to the Engineer and the Contractor.

If any Work that is to be inspected, tested, or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to

cover such Work and the Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services.

Town May Stop the Work:

If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, the Engineer may order the Contractor to Stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to Stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other party.

Correction or Removal of Defective Work:

If required by the Engineer, the Contractor shall promptly, without cost to the Town and as specified by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with nondefective Work.

One-Year Correction Period:

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the

Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Town and in accordance with the Town's written instructions, either correct such defective Work, or if it has been rejected by the Town, remove it from the site and replace it with non-defective Work. Where it is required for the Contractor to repair, replace, resurface, reseed, replant or to modify, alter, add, or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance, or operation, such operations shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs, schedules, and reports shall be maintained to reflect these items and their redress. If the Contractor does not promptly comply with the terms of such instruction, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Acceptance of Defective Work:

If, instead of requiring correction or removal and replacement of defective Work, the Town prefers to accept it, the Town may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; if the acceptance occurs after such final payment, an appropriate amount shall be paid by the Contractor to the Town.

Town May Correct Defective Work:

If the Contractor fails within a reasonable time after written notice of the Engineer to proceed to correct defective Work or to remove and replace rejected Work as required by the Engineer, or if the Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), the Town may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph the Town shall proceed expeditiously to the extent necessary to complete corrective and remedial action, the Town may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Town, the Town's representatives, agents and employees such access to the site as may be necessary to enable the Town to exercise its rights under this paragraph. All

direct and indirect costs of the Town in exercising such rights shall be charged against the Contractor in an amount verified by the Engineer, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the Town of the Town rights hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

Schedules:

At least ten days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a progress schedule, a final schedule of Shop Drawing submission, and where applicable, a schedule of values of the Work. These schedules shall be satisfactorily in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payment during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Application for Progress Payment:

At least ten days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as the Engineer may reasonably require. Each subsequent Application for Payment shall include an affidavit of the Contractor stating that all previous progress payment received on account of the Work have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for payment, whether incorporated in the

project or not, will pass to the Town at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

Review of Applications for Progress Payment:

The Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the Town, or return the Application to the Contractor indicating in writing the Engineer's reasons for refusing the recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

The Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the Engineer's opinion to protect the Town from loss because:

the Work is defective, or completed Work has been damaged requiring correction or replacement,

written claims have been made against the Town in connection with the Work,

the Contract Price has been reduced,

the Town has been required to correct defective Work or complete the Work,

of the Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents, and/or

the Contractor's failure to make payment to subcontractors, or to make payment for labor, materials, or equipment.

Substantial Completion:

When the Contractor considers the entire Work ready for its intended use the Contractor shall, in writing to the Engineer, certify that the entire Work is substantially complete and request that the Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor in writing giving his reasons therefor. If the Engineer considers the Work substantially complete, the Engineer will prepare

certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

The Town shall have the right to exclude the Contractor from the Work after the date of Substantial Completion, but the Town shall allow the Contractor reasonable access to complete or correct items on the list.

Partial Utilization

Use by the Town of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

The Town at any time may request the Contractor in writing to permit the Town to use any part of the Work which the Town believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If the Contractor agrees, the Contractor will certify to the Town and the Engineer that said part of the Work is substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part for the Work. Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion. If the Engineer does not consider that part of the Work to be substantially complete, the Engineer will notify the Contractor in writing giving his reasons therefor. If the Engineer considers that part of the Work to be substantially complete, the Engineer will execute and deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment.

In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, the Town may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, the Town and Contractor have agreed as to the division of responsibilities between the Town and Contractor for security, operation, safety, maintenance, correction period, heat, utilities, and insurance with respect to such facility.

Final Inspection:

Upon written notice from the Contractor that the Work is complete, the Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

After the Contractor has completed all such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after the Engineer has indicated that the work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as the Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to the Town) of all claims arising out of or filed in connection with the Work. In lieu thereof and as approved by the Town, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material, and equipment for which a claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Town or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

Final Payment and Acceptance:

If, on the basis of the Engineer's observation of the Work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, the Engineer will, within ten days after receipt of the final Application for Payment, process the Application for payment. Otherwise, the Engineer will return the Application to the Contractor, indicating in writing the reasons for refusing to process final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application.

Contractor's Continuing Obligation:

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Town to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Town, nor any act of acceptance by the Town nor any failure to do so, nor the issuance of a notice of acceptability by the Engineer, nor any correction of defective Work by the Town shall constitute an acceptance of Work not in

accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

The making and acceptance of final payment shall constitute:

A waiver of claims by the Town against the Contractor except for claims arising from unsettled debts, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; and it shall not constitute a waiver by the Town of any rights in respect of the Contractor's continuing obligations under the Contract Documents, and a waiver of all claims by the Contractor against the Town other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

The Town May Terminate:

Upon the occurrence of any one or more of the following events:

if the Contractor is adjudged a bankrupt or insolvent,

if the Contractor makes a general assignment of the benefit of creditors,

if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property,

if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,

if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,

if the Contractor repeatedly fails to make prompt payments to the subcontractors or for labor, materials, or equipment,

if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction,

if the Contractor disregards the authority of the Engineer, or

if the Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

The Town may after giving the Contractor and his Surety seven days' written notice, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the Work, incorporate in the Work all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere, and finish the Work as the Town may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Town. Such costs incurred by the Town shall be incorporated in a Change Order, but in finishing the Work the Town shall not be required to obtain the lowest figure for the Work performed.

Where the Contractor's services have been so terminated by the Town, the termination shall not affect any rights of the Town against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Town will not release the Contractor from liability.

Upon seven days' written notice to the Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable expenses.

Contractor May Stop Work or Terminate:

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Town or under an order of court or other public authority, or the Engineer fails to act on an Application for Payment within thirty days after it is submitted, or the Town fails for sixty days to pay the Contractor any sum finally determined to be due, then the Contractor may, upon fourteen days' written notice to the Town and the Engineer, terminate the Agreement and recover from the Town payment for all Work executed and any expense sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the Town has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the Town and the Engineer Stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the Contractor of his obligations to carry on the Work in accordance with progress schedule and without delay during disputes and disagreements with the Town.

15. MISCELLANEOUS

Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

Should the Town or the Contractor suffer injury or damage to his person or property because of any error, omission, or act of the other part or of any of the other party's employees or agents or others for whose acts the other part is legally liable, claim shall be made in writing to the other part within a reasonable time of the first observance of such injury or damage.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon the Contractor and all of the rights and remedies available to the Town and the Engineer thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Non-Discrimination:

The Contractor shall agree and warrant that in the performance of the contract, he will not discriminate or permit discrimination against any person or group of persons on the ground of race, color, religious creed, age, marital status, national origin, sex, or physical disability, including, but not limited to, blindness, unless it

is shown by the Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor shall further agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of Section 4-11a of the Connecticut General Status as amended.

Affirmative Action:

If requested by the Town, the Contractor shall submit details of this Affirmative Action Program. Such program shall be modified as and where necessary to meet the requirements of the Town and shall remain in force throughout the contract period.

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SUPPLEMENTAL CONDITIONS

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SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

1. DEFINITIONS

- A. The Terms used in these Supplemental Conditions which are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.
- B. Wherever used in the Contract Documents, the following words have the meanings indicated, which are applied to both the singular and the plural thereof:

"Project Manual"- shall mean the bound volume containing the following Contract Documents:

- Invitation To Bid
- Instruction To Bidders
- Signed copy of the Bid Proposal Forms, with all attachments required for bidding
- Contract Forms
- General Conditions
- Supplemental Conditions
- State Wage Rates
- Technical Specifications
- Performance Bond and Payment Bond
- Construction drawings entitled "**Ridgefield Streetscape Improvements Phase II**"
- Certificate of Insurance
- Addenda

The word "Remove," where it applies to existing materials, shall mean remove entirely from the site unless material is approved by the Engineer for re-use. In addition, the word "remove" shall imply the patching of all remaining work affected by removal. All existing materials which have been removed shall become the Contractor's property unless otherwise specified.

"As Necessary" or "As Required" - Work referred to as "As Necessary" shall be that work which is required for completed construction, but is not necessarily shown or described in the Contract Documents.

The word "Furnish" or the word "Supply"- shall mean purchase, delivery, and off-loading at the job site including all documentation, storage, and protection.

The word "Install" or the word "Apply"- shall mean set in place complete for normal use or service, all in accordance with the Contract Documents.

The word "Provide"- shall mean furnish (or supply) and install (or apply).

The words "Approved Equal" - shall mean any product which in the opinion of the Engineer is comparable in quality, durability, appearance, strength, performance, design, physical dimension, and arrangement to the product specified, and will function properly in accordance with the design intent.

The word "Product" - shall mean any item of equipment or material provided under the Contract Documents.

2. SCOPE OF WORK

The work to be completed under this Contract is the construction of streetscape improvements on Danbury Road (Route 35). This work includes furnishing and installing concrete sidewalk and driveway, curbing, roadway repair, ornamental street lighting including conduit and power supply, plantings, pavement markings, restoration and other work as described in the Contract Documents.

The Town reserves the right to decrease the Scope of Work to be done under this Contract, select bid or alternate items in its best interest, or to omit any work in order to bring the cost within available funds. Exercise by the Town of the above rights shall not constitute any grounds or basis of claim for damages or for anticipated profits on work omitted.

3. TIME FOR COMPLETION

The Contractor shall commence work upon a written "Notice to Proceed" from the Owner and the Contractor shall fully complete this Contract within one hundred and eighty (180) days from the date of the written "Notice to Proceed."

4. LIQUIDATED DAMAGES

The Contractor shall proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood

and agreed by and between the Contractor and the Town that the Contract time for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the Contract times, or extension of time granted by the Town, then the Contractor and his sureties shall be liable for and shall pay to the Town for each and every calendar day that he shall be in default in completing any given assignment in the time stipulated above, the sum of \$500.00. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages which the Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

5. PAYMENTS AND RETAINAGE

Monthly applications for payment shall be submitted to the Town Engineer for consideration. Payment shall be made within thirty days after approval of the application for payment by the Town.

Wage rate certifications shall be submitted with all applications for payment. No payment will be made unless the wage rate certifications have been properly completed.

No payments will be made until the contractor has provided proof that CTDOT permits for the work are in place.

No payments will be made until the contractor has provided proof that CT DOT permits for the work are in place.

An amount of 95 percent (95%) of the estimated amount due, less any payments previously made and/or any moneys to be held will be paid to the Contractor monthly. The balance will be retained by the Town until final completion of the work. Final payment will not be made until final completion and acceptance by the Town of all work covered by the Contract. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers, and assignees.

6. PAYMENT OF WAGES

The Contract Documents contain a copy of the minimum wage rate schedule issued by the State of Connecticut Labor Department. Said wage rate schedule shall be posted at a conspicuous location on the project site.

The Contractor is cautioned that wage rates are continually changing and he shall

ensure himself that the enclosed schedule is the latest issue, this being his responsibility.

7. FAIR EMPLOYMENT PRACTICES

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

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

8. CONTRACT DRAWINGS

The Contract Drawings for this project are as follows:

<u>Sheet Title</u>	<u>Sheet Number</u>
Title Sheet	1
Index Plan	IN
Existing Conditions	EX1-2
Site Plan-Layout & Landscaping	LA 1-2
Site Plan – Electrical	E 1-4
Site Details	SD 1-2

9. SAFETY

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

10. DUST CONTROL

The contractor shall be responsible for controlling dust from its operations, and when ordered by the Engineer shall use whatever methods necessary for dust control, in a manner satisfactory to the Engineer. No additional payment for this work will be made, and all costs including labor, materials, and equipment shall be considered to be included in the various contract unit prices.

11. LINES. GRADES. AND MEASUREMENTS

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

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

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

12. BLASTING AND EXPLOSIVES

The use of explosives will not be permitted.

13. PUBLIC ACCESS

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

14. SURPLUS EXCAVATED MATERIAL

All surplus excavated material shall be disposed of off-site in a legal manner. All costs involved in the removal, hauling and depositing of surplus excavated material shall be considered to be included in the various Contract lump sum prices, and no separate payment will be made for any work involved in this section.

15. DAILY CLEANUP

The Contractor shall at the end of each workday, keep the project area clean, and free from debris, excavation materials, or any other items considered as trash. These items shall be disposed of daily in a legal manner at an approved dumping site. No extra payment shall be made for any work involved in this section.

16. UTILITIES

Utilities may be located within the area and may be adjacent to the construction work.

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

The Contractor shall avail himself of the Connecticut Underground Utility Protection Plan ("Call Before You Dig"), 2040 Whitney Avenue, Hamden, CT 06517, Connecticut (Telephone Toll Free: 1-800-922-4455) for notifications to utility companies prior to excavating.

17. TEMPORARY UTILITIES

Unless otherwise provided for in the Specifications, the Contractor shall pay the cost of all temporary light, heat, electric power and water required for completion of the Contract. The necessary temporary utilities shall be installed at the start of the project.

18. TOILET ACCOMMODATIONS AND DRINKING WATER

The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

19. SEQUENCE OF CONSTRUCTION

Prior to the start of construction, the Contractor shall prepare and submit a sequence of construction for approval by the Engineer.

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TECHNICAL SPECIFICATIONS

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.

Within the Technical Specification 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 and its latest supplements." It should be noted that portions of the Standard Specifications that are referred to in the "METHOD OF MEASUREMENT" and/or "BASIS OF PAYMENT" sections of this Contract's Technical Specifications, may be supplemented, revised and/or amended per these Specifications. These Specifications shall govern as modified. Within the referred to portions of the Standard Specifications wherein the following terms are used, they shall mean respectively:

Engineer, State, Department,
Commissioner

Local Public Agency acting directly or
through a duly-authorized representative

Inspector

Local Public Agency acting directly or
through a duly-authorized representative,
assigned to make inspections of the work
performed and materials furnished by the
Contractor.

Laboratory

Laboratory designated by the Engineer,
Local Public Agency or Owner

2. Applicable Safety Code 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 requirement.
3. Items: Items numbers with 'A' denote the items have special provisions. Please note that these special provisions are particular to this contract and differ from the Form 816. Special provisions are included on the following pages. Sections or Articles referred to with a number refer to the State of Connecticut Department of Transportation, Bureau of Highways Specifications Sections or Articles.

4. Regulatory Agency (ies): Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the scope of this Contract. They may be as specifically defined within the Special Conditions, otherwise the Contractor shall be responsible to determine same in the local area of the Contract.
5. "These Specifications" where used in the text of the Technical Specifications Items shall mean the Technical Specifications of 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 alphanumeric designation as the same item in the Specifications with significant suffixes added as required.

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TECHNICAL SPECIFICATIONS

PLEASE NOTE THAT WHILE FORM 816 APPLIES IN TERMS OF MATERIALS AND CONSTRUCTION METHODS, IN MANY CASES AS OUTLINED IN THESE SPECIFICATIONS, DESCRIPTION, METHOD OF MEASUREMENT AND BASIS OF PAYMENT HAVE BEEN MODIFIED.

State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, 2004 Form 816 and supplements thereto dated, except as otherwise noted herein or on the plans are hereby incorporated into this document. Applicable sections of Form 816 are as follows. Other sections not specifically listed herein may also be required.

SECTION	TITLE
2.01	Clearing and Grubbing
2.02	Roadway Excavation, Formation of Embankment & Disposal of Surplus Material
2.05	Trench Excavation
2.07	Borrow
2.09	Subgrade
2.12	Subbase
2.13	Granular Fill
2.19	Sedimentation Control System
4.06	Bituminous Concrete Pavement and Cut Bituminous Concrete Pavement
5.07	Catch Basins, Manholes and Drop Inlets
8.11	Concrete Curbing
8.15	Bituminous Concrete Curbing
9.21	Concrete Sidewalks
9.22	Bituminous Concrete Sidewalk, Bituminous Concrete Driveway
9.24	Concrete Driveway Ramps
9.44	Topsoil
9.49	Furnishing, Planting and Mulching Trees, Shrubs, Vines and Ground Cover Plants
9.50	Turf Establishment
9.71	Maintenance and Protection of Traffic
9.75	Mobilization
9.80	Construction Staking
10.01	Trenching and Backfilling
10.03	Light Standards
10.08	Electrical Conduit
10.10	Concrete Handhole
10.12	Single Conductor
10.17	Service Entrance and Cabinet
12.10	Epoxy Resin Pavement Markings, Symbols and Legends
12.20	Construction Signs

**INDEX TO TECHNICAL
SPECIFICATIONS**

NOTICE TO CONTRACTOR- PROTECTION OF EXISTING UTILITIES

NOTICE TO CONTRACTOR- ROADWAY ENCROACHMENT PERMIT

NOTICE TO CONTRACTOR- PROSECUTION AND PROGRESS

NOTICE TO CONTRACTOR- GENERAL ELECTRICAL

0201001A	CLEARING AND GRUBBING
0202002A	EARTH EXCAVATION
0219011A	SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN
0406005A	BITUMINOUS CONCRETE ROADWAY REPAIR
0921001A	CONCRETE SIDEWALK
0921002A	MISCELLANEOUS CONCRETE SIDEWALK REPAIRS
0921005A	CONCRETE SIDEWALKS RAMPS AND DETECTABLE WARNING STRIPS
0922501A	BITUMINOUS CONCRETE DRIVEWAY
0924006A	CONCRETE DRIVEWAY RAMP
0944001A	FURNISHING AND PLACING TOPSOIL
0949001A	ACER RUBRUM 'SUN VALLEY', 3.5" CAL., B.B.
0949002A	AMELANCHIER CANADENSIS 'AUTUMN BRILLIANCE, 8'-10' HT., B.B. MULTI-STEM
0949004A	CARPINUS BETULUS 'FASTIGIATA' 2.5" CAL., B.B.
0949005A	CERCIDIPHYLLUM JAPONICUM 3.5" CAL., B.B.
0949007A	GINKGO BILOBA 3"-3.5" CAL., B.B.
0949009A	PRUNUS X OKAME, 2.5" CAL., B.B.
0949011A	STEWARTIA PSEUDOCAMELLIA 2.5" CAL., B.B.
0950005A	TURF ESTABLISHMENT (FERTILIZING, LIMING, SEEDING AND MULCHING)

0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC
0975002A	MOBILIZATION
0980001A	CONSTRUCTION STAKING
1003892A	DECORATIVE LIGHT POLE, LIGHT FIXTURES, AND CONCRETE FOUNDATIONS
1008113A	1.25" RIGID METAL CONDUIT IN TRENCH
1008125A	1.25" PVC CONDUIT IN TRENCH
1008215A	HANDHOLES
1017032A	ELECTRICAL SERVICE ENCLOSURE, MODIFICATIONS AND EQUIPMENT
1204122A	PROJECT SIGN
1210105A	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS
1220011A	CONSTRUCTION SIGNS – TYPE III REFLECTIVE SHEETING

NOTICE TO CONTRACTOR – PROTECTION OF EXISTING UTILITIES

The Contractor must “Call Before you Dig” at 1-800-922-4455 prior to the start of any excavation. The Contractor must be aware of existing utilities located within the project limits. The Contractor will be responsible for satisfactory repairs to any utilities damaged due to his operations.

Coordination with public and private utility custodians/owners will be required at the onset of construction. The Contractor will be required to reset or adjust all utility castings within the limits of the roadway prior to paving.

The following is a list of utility contact people*:

Aquarion Water Company of Connecticut

Mr. Carlos Vizcarrondo,
Relocations Coordinator
600 Lindley Street
Bridgeport, CT 06606
(203) 337-5950

Frontier Communications of CT

Michael Coggins,
Manager-OSP Engineering
1441 North Colony Road
Meriden, CT 06450-4101
(203) 238-7407

Town of Ridgefield

Charles R. Fisher, P.E., L.S.
Town Engineer
Town Hall Annex
66 Prospect Street
Ridgefield, CT 06877
(203) 431-2751

Eversource Energy Service

Mr. Wayne D. Gagnon,
Engineering Manager - System Projects
107 Selden Street
Berlin, CT 06037
(860) 665-2473

Eversource Gas Services Company

Mr. Steven P. Testa
Construction Manager
Mail Stop; Building 3333
107 Seldon Street
Berlin, CT 06037
(860) 665-5113

Comcast of Danbury

Mr. Dean Muratori
Construction Manager of CT
80 Great Hill Road
Seymour, CT 06483
(203) 401-2225

* Subject to change – Contractor to verify.

NOTICE TO CONTRACTOR – ROADWAY ENCROACHMENT PERMIT

It is the Contractor's responsibility to apply for, coordinate and obtain a roadway encroachment permit from the State of Connecticut Department of Transportation District 4 office for this work. No separate payment will be made for this work. The cost for this work shall be included in the general cost of the contract.

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NOTICE TO CONTRACTOR – PROSECUTION AND PROGRESS

TIME RESTRICTIONS

In order to provide for traffic operations as outlined in the Special Provision, Item #0971001A, "Maintenance and Protection of Traffic," the Contractor will not be allowed to perform any work that will interfere with existing traffic operations on Danbury Road (Route 35) and side roads as follows:

On the following State observed Legal Holidays:

New Year's Day*
Good Friday, Easter***
Memorial Day*
Independence Day*
Labor Day*
Columbus Day
Thanksgiving Day**
Christmas Day*

A Holiday marked with an * also designates the following restrictions:

On the day before and the day after any of the above Legal Holidays.

On the Friday, Saturday and Sunday immediately preceding any of the above Holidays celebrated on a Monday.

On the Saturday, Sunday and Monday immediately following any of the above Holidays celebrated on a Friday.

** From 6:00 a.m. the Wednesday before the Holiday to 8:00 p.m. the Monday after the Holiday.

*** From 6:00 p.m. the Thursday before the Holiday to 8:00 p.m. the Monday after the Holiday.

HALTING TRAFFIC

It should be noted that the Contractor will be allowed to halt traffic, through use of a traffic control officer, for a period of time not to exceed ten minutes to perform necessary work, as approved by the Engineer, unless noted otherwise.

OTHER LIMITATIONS

No roadway, with the exception of transition areas, shall be open to traffic unless the appropriate pavement markings have been installed unless specified elsewhere within this section. The transition areas shall have pavement markings applied immediately upon opening to traffic.

SEQUENCE OF OPERATIONS

The Contractor shall perform the work on this project in accordance with the following and as outlined in the Technical Specification "Maintenance and Protection of Traffic". The Contractor is responsible during construction for maintaining access to all businesses and appropriate sight lines at all access points. The work under this Contract shall be limited to only one side of Danbury Road at a time.

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NOTICE TO CONTRACTOR – GENERAL ELECTRICAL

PART 1 – GENERAL

1.01 GENERAL

All electrical work shall be done in strict accordance with the 1999 National Electrical Code, BOCA, NFPA 101, 1999 Connecticut State Building code Supplement, 1999 Connecticut fire Code Supplement, (latest updates) and any other local, state, or federal codes which may apply to the location of the building site. No material other than that contained in the "Latest List of Electrical Fittings" approved by the Underwriters' Laboratories, shall be used in any part of the work. All wiring, conduit, switches and any other material for which label service has been established shall bear the label of the Underwriters' Laboratories. Work shall be in accordance with EVERSOURCE Energy installation standards. See 1003892A, decorative light pole, light fixture and concrete foundation for additional specifications on street light installation.

1.02 SCOPE

- A. The work to be performed shall include all labor, materials, equipment, transportation, construction, facilities, and incidentals necessary for the proper execution, and completion of all electrical work as designed by the contractor and/or herein specified with the intent that the installation shall be complete in every respect and ready for use.
- B. Work Includes but is not limited to:
 - 1. Underground electrical service including excavation and backfilling.
 - 2. **Coordinate the service installation/disconnections with the electric utility company EVERSOURCE Energy (Michael Theriault: 1-203-270-5835)**
 - 3. Street Lighting and lighting controls - Install new ornamental street light poles, concrete bases, conduits, wiring, control switches and fixtures including electrical supply and grounding.
 - 4. Install conduit for new underground service to the service enclosure at pole labeled on the plans.

1.03 PRODUCT HANDLING

All work, materials and equipment shall be protected from damage. All materials and equipment which is damaged, including installed work, shall be repaired or replaced to the satisfaction of the City of Ridgefield.

1.04 SLEEVES AND OPENINGS

The Contractor shall furnish and install all necessary sleeves and openings as required to permit the installation of the electrical systems.

1.05 EXCAVATION AND BACKFILLING

- A. The Contractor shall be responsible for trenching, backfilling, and ground restoration for all electrical work.
- B. Saw-cut pavement to facilitate excavation of trenches below roadways. Re-pave over trenches upon completion of electrical work. Backfilling, sub-grade preparation, and paving shall be done as specified under other sections of these specifications.

1.06 POWER SHUTDOWNS

- A. Any power shutdown of adjacent businesses required for the completion of the electrical work shall be scheduled with the businesses/owners at least 24 hours in advance of shutdown.

1.07 GUARANTEE FOR EQUIPMENT AND SYSTEMS

- A. The entire Electrical System shall be guaranteed by this Contractor against original defects of equipment and workmanship for a period of 18 months from date of acceptance by the City, unless a longer term is otherwise specified.

PART 2 – MATERIALS

2.01 SUBMITTALS

The contractor shall submit for approval all electrical materials to be incorporated in the work. Submittals shall include manufacturer's names and catalog numbers, descriptive data, manufacturer's ratings and application recommendations, cuts, diagrams, performance curves and such other information as may be required by the design engineer to judge compliance with the requirements and suitability to the application. Items shall be clearly identified as to proposed application.

2.02 RACEWAYS

- A. Rigid Steel Conduit:
 - 1. Shall be used where conduit is exposed to the sunlight or weather.
 - 2. Shall be used for penetrations through concrete slabs.

3. Use where conduit runs below vehicular traffic areas. Minimum size shall be 1 ¼".

B. Rigid PVC Conduit (Schedule 40):

1. Shall be used in underground locations in landscape areas for electrical branch wiring.
2. Conduit system shall be installed in strict accordance with the manufacturer's instructions and Article 347 of the NEC.

2.03 CONDUCTORS AND SECONDARY ELECTRICAL SERVICE

- A. All feeder conductors shall be copper rated 600 volts, 90 deg. C., Type 'XHHW-2', color coded.
- B. Branch lighting and power conductors shall be rated 600 volts, 90 deg. C., Type 'XHHW-2'.
- C. Light fixture connections to be copper, Type SF-1 - 200 deg. C.
- D. Wire and cable conductors shall be electrical grade annealed copper and fabricated in accordance to ASTM Standards.
- E. Secondary electrical service will be 100 amp, 1 phase, 3 wire, 120/240volts.
- F. The Contractor shall be responsible for filing the 'Request for Electric Service' with the utility company and for coordination of the service installation. Any disconnect charges, new connection charges or other service fees billed by EVERSOURCE Energy shall be paid for by the Electrical Contractor.

2.04 HANDHOLE/PULL BOXES

- A. Exterior outlet boxes shall be heavy duty cast steel, weatherproof and shall be of shapes and sizes to suit their respective locations and installations, and shall be provided with covers to suite their function and installation.
- B. Exterior pull boxes shall be furnished in Quazite 'PC' series. Boxes shall be constructed of high strength polymer concrete with flush cover secured with stainless steel bolts. Boxes shall be stackable for added depth.

2.05 WIRING DEVICES

- A. Duplex Convenience Receptacles: Specification grade 2 pole, 3 wire NEMA heavy-duty type, self-grounding with bronze contacts which accept plug with two parallel blades and one grounding blade, heat resistant ivory enclosure. One

grounding contact terminal. **Light and receptacle on pole shall be on a separate circuit and controlled by separate photo cell on pole.** Rated 20 amps at 125 volts AC.

- B. Cover Plates: Aluminum painted to match the pole weatherproof enclosures for outdoor receptacles.

PART 3 – EXECUTION

3.01 CONDUIT INSTALLATION

- A. General:
 - 1. Conduits run underground below pavement and concrete slabs shall be kept a minimum of 18" below grade. Provide rigid steel conduit for sweeps and penetrations through slabs.
 - 2. Care shall be taken to protect underground PVC conduits prior to backfilling.
- B. All trenching and excavation shall be free of rock and that trenching is prepared in accordance with Trenching specifications found elsewhere herein.
- C. Contractor's design shall include coordinating the location of new conduit runs with other utility locations and proposed improvements to avoid interferences.

3.02 GROUNDING SYSTEM

- A. Provide a complete grounding system which will thoroughly ground the non-current carrying metal parts of every piece of installed equipment, as described herein.
- B. System shall be mechanically and electrically connected to provide an independent return path to the grounding sources.
- C. Each grounding conductor shall have a minimum capacity of 25 percent of the rated capacity of the equipment it grounds, unless otherwise indicated.
- D. The minimum size of grounding conductors shall be No. 12 AWG copper.
- E. Install separate green ground conductor in all receptacles, lighting, and power feeders.
- F. See Exterior Lighting grounding requirements.

3.03 EXAMINATION AND PERMITTING

- A. The contractor shall carefully examine and inspect all assemblies for deficiencies in manufacturing, before energizing the equipment.
- B. The Contractor shall obtain an electrical permit for this work from the City of Ridgefield.

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ITEM #0201001A - CLEARING AND GRUBBING

All of the provisions of Section 2.01 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Article 2.01.01 – Description: Add the following:

Also included in this item shall be the protection of existing trees as shown on the plans and as ordered by the Engineer.

Article 2.01.04 - Method of Measurement: Replace with the following: This work will not be measured for payment.

Article 2.01.05 - Basis of Payment: Replace with the following:

The cost for this work will be paid for at the contract lump sum price bid for "Clearing and Grubbing" and shall include all equipment, tools, labor, and materials incidental thereto.

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ITEM #0202002A – EARTH EXCAVATION

All of the provisions of Section 2.02 of the Standard Specifications shall apply with the following exception:

In addition, removal of all bituminous concrete pavement, bituminous concrete sidewalk and curbing and concrete curbing will be included in this item.

Method of Measurement and Basis for Payment:

This work will not be measured for payment. This work will be paid for at the contract lump sum price bid for "Earth Excavation" and shall include all equipment, tools, labor, and materials incidental thereto.

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ITEM #0219011A – SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN

All of the provisions of Section 2.19 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Article 2.19.01 - Description: Add the following:

The Contractor shall protect drainage inlets immediately adjacent or down gradient from the work and as directed by the Engineer.

Article 2.19.02 - Materials: Replace with the following: Geotextile shall conform to Section 7.55 and M.OB.

Article 2.19.04 - Method of Measurement: Replace with the following:

This work will not be measured for payment.

Article 2.19.05 - Basis of Payment: Replace with the following:

The cost for this work shall be included in the contract lump sum price bid per "Sediment Control System at Catch Basin". Included in the cost of this work shall be all materials, labor and equipment necessary for the complete installation of the sediment control system as shown on the plans, and described herein.

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ITEM #0406005A – BITUMINOUS CONCRETE ROADWAY REPAIR

Description:

The work under this item shall consist of the repair of bituminous concrete roadway pavement as indicated on the plans where new curb, new sidewalk and/or conduit is to be installed and where directed by the Engineer. The work for this item includes removal of existing pavement, excavation, backfilling, disposal of surplus material, compacted gravel subbase, compacted processed aggregate base, tack coat and bituminous concrete.

Materials:

Bituminous concrete shall conform to the provisions of Section M.04 of the Standard Specifications.

Processed aggregate base shall conform to the provisions of Article M.05.01 of the Standard Specifications.

Reclaimed aggregate is not acceptable.

Compacted gravel subbase shall conform to the provisions of Article M.02.02.1 of the Standard Specifications.

Construction Methods:

Excavation and grading shall be performed in accordance with the provisions of Article 2.02.03 of the standard Specifications.

Processed aggregate base shall be placed and compacted in accordance with applicable portions of Article 3.04.03 of the Standard Specifications.

Bituminous concrete courses shall be constructed in accordance with the provisions of Article 4.06.03 of the Standard Specifications.

Method of Measurement:

This work will be measured by the actual number of square yards of completed and accepted bituminous concrete roadway repaired to the limits described herein.

Pay limits: Except as noted below, payment lines shall be the width of the pavement actually repaired, except that in no case, even though pavement repair is wider, shall the width between payment lines be more than the following:

- (a) 2-feet from the edge of the new sidewalk or curbing.
- (b) 4-feet for new conduit, including spare.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Bituminous Concrete Roadway Repair", complete in place, which shall include all excavation, backfill, disposal of surplus material, compacted gravel base, compacted processed aggregate, bituminous concrete, tack coat and all equipment, tools labor and materials incidental thereto. No payment will be made for bituminous concrete roadway repair required in areas disturbed by the Contractor outside of the limits described herein.

Sawcutting will be paid for under "Cut Bituminous Concrete Pavement."

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ITEM #0921001A – CONCRETE SIDEWALK

ITEM #0921002A – MISCELLANEOUS CONCRETE SIDEWALK REPAIRS

Concrete sidewalks shall be constructed in accordance with Article 9.21, supplemented as follows:

Article 9.21.01 – Description: Add the following:

Expansion and contraction joints will be included in this item.

Article 9.21.02 – Materials: Add the following:

Reclaimed Miscellaneous Aggregate Base shall not be accepted.

Article 9.21.03 – Construction Methods: Add the following:

Concrete sidewalks shall be neatly broom finished in the transverse direction and edges shall be neatly tooled.

Article 9.21.04 – Method of Measurement: Replace with the following:

Concrete Sidewalk and Miscellaneous Concrete Sidewalk Repairs: This work will be measured by the actual number of square feet of completed and accepted concrete sidewalk.

Excavation: Excavation, backfilling and disposal of surplus material will not be measured for payment, but the cost shall be included in the bid price for the sidewalk.

Gravel Base: This work will not be measured for payment, but the cost shall be considered as included in the price bid for the sidewalk.

Article 9.21.05 – Basis of Payment: Replace with the following:

This work will be paid for at the contract unit price per square foot for "Concrete Sidewalk" and "Miscellaneous Concrete Sidewalk Repairs," complete in place, which price shall include all excavation, backfill, disposal of surplus material, gravel base, equipment, tools, materials and labor incidental thereto.

Concrete sidewalk ramps will be paid for under the item "Concrete Sidewalk Ramp."

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ITEM #0921005A – CONCRETE SIDEWALK RAMP AND DETACHABLE WARNING STRIPS

Concrete sidewalk ramps and detachable warning strips shall be constructed in accordance with Article 9.21, supplemented as follows:

Article 9.21.01 - Description: Add the following:

This item shall include furnishing and installing Detectable Warning Strips in the locations and to the dimensions and details shown on the plans or as ordered by the Engineer. In addition, expansion and contraction joints will be included in this item.

Article 9.21.02 – Materials: Add the following:

The Detectable Warning Strip shall be a prefabricated detectable warning surface tile for the application designated as manufactured from Engineered Plastics Inc. 300 International Drive, Suite 100 Williamsville, NY 14221, telephone number (800) 682-2525 or the approved equal from ADA Fabricators, Inc. P.O. Box 179 North Billerica, MA 01862 telephone number (978) 262-9900. The tile shall conform to the dimensions shown on the plans and have a brick red homogeneous color throughout in compliance with Federal Standard 595A Color #22144 or approved equal.

Reclaimed Miscellaneous Aggregate Base shall not be accepted.

Article 9.21.03 - Construction Methods: Add the following:

The Detectable Warning Strip for new construction shall be set directly in poured concrete according to the plans and the manufacturer's specifications or as directed by the Engineer. The contractor shall place two 25 pound concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete. Concrete sidewalk ramps shall be neatly broom finished in the transverse direction and edges shall be neatly tooled.

Article 9.21.04 - Method of Measurement: Replace with the following:

Concrete Sidewalk Ramp: This work will be measured by the actual number of square feet of completed and accepted concrete sidewalk ramp.

Excavation: Excavation, backfilling and disposal of surplus material will not be measured for payment, but the cost shall be included in the bid price for the sidewalk ramps.

Gravel Base: This work will not be measured for payment, but the cost shall be considered as included in the price bid for the sidewalk ramps.

The Detectable Warning strip will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the price bid for the concrete sidewalk ramp.

Article 9.21.05 - Basis of Payment: Replace with the following:

This work will be paid for at the contract unit price per square foot for "Concrete Sidewalk Ramp," complete in place, which price shall include all excavation, backfill, disposal of surplus material, gravel base, equipment, detachable warning strips, tools, materials and labor incidental thereto.

Concrete sidewalk will be paid for under the item "Concrete Sidewalk."

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ITEM #0922501A – BITUMINOUS CONCRETE DRIVEWAY

Bituminous concrete driveway shall be constructed in accordance with Article 9.22, supplemented as follows:

Article 9.22.01 - Description is supplemented as follows: This

item shall also include all excavation and tack material.

Reclaimed miscellaneous aggregate base course will not be accepted.

Article 9.22.04 - Method of Measurement: Replace with the following:

This work will be measured by the actual number of square yards of completed and accepted bituminous concrete driveway to the limits described herein.

Pay limits: Except as noted below, payment lines shall be the width of the driveway actually repaired, except that in no case, even though driveway repair is wider, shall the width between payment lines be more than the following:

- (a) 2-feet from the edge of the new sidewalk or curbing.
- (b) 4-feet for new conduit, including spare.

Article 9.22.04 - Basis of Payment: Replace with the following:

This work will be paid for at the contract unit price bid per square yard for "Bituminous Concrete Driveway," complete in place, which price shall include all excavation, backfill, disposal of surplus material, gravel base, tack material, equipment, tools, materials, labor incidental thereto.

No payment will be made for bituminous concrete driveway repair required in areas disturbed by the Contractor outside of the limits described herein.

Sawcutting will be paid for under "Cut Bituminous Concrete Pavement."

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ITEM #0924006A – CONCRETE DRIVEWAY RAMP

Concrete driveway ramps shall be constructed in accordance with Article 9.21, supplemented as follows:

Article 9.21.01 - Description: Replace with the following:

This item shall consist of concrete driveway constructed on a gravel base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications. This work shall include all excavation and saw cutting.

Article 9.21.02 - Materials: Replace with the following:

Materials for this work shall conform to the requirements of Article M.03.01 for Class "C" Concrete.

Gravel base shall conform to Article M.02.01 for granular fill.

Article 9.21.04 - Method of Measurement: Replace with the following:

This work will be measured by the actual number of square feet of completed and accepted concrete driveway.

Article 9.21.05 - Basis of Payment: Replace with the following:

This work will be paid for at the contract unit price bid per square foot for "Concrete Driveway Ramp," complete in place, which price shall include all saw cutting, excavation, backfill, disposal of surplus material, gravel base, equipment, tools, materials, labor incidental thereto.

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ITEM #0944001A – FURNISHING AND PLACING TOPSOIL

Description: This work shall consist of mixing stockpiled topsoil with new topsoil, furnishing topsoil, placing, and shaping topsoil in areas shown on the plans or where directed by the Engineer. The topsoil shall be placed to the depth stated on the plans. All work and materials shall conform to the Requirements of Section 9.44 of the Standard Specifications Form 816, with the following exceptions:

Materials: The material shall conform to the requirements of Section M.13.01-1 of the Standard Specifications Form 816, with the following exceptions:

Topsoil shall be natural, friable loam, free of subsoil, roots, sticks, clay, stones larger than 3/4 inch in any dimension, or any other objectionable extraneous matter or debris. It shall contain no toxic materials. Topsoil shall contain at least six percent organic matter (humus) but not to exceed more than 20 percent organic matter and shall have a pH not less than 5.5 nor more than 7.0.

All topsoil being used, whether from on-site stockpiles or off-site sources, is to be tested after stockpiling. Representative samples of topsoil shall be tested for acidity, fertility and general texture by a recognized and approved government testing agency and three (3) copies of findings and recommendations shall be furnished to the Engineer by the Contractor. The testing agency shall, after testing, determine the amount of limestone and fertilizer to be added to the topsoil. All test costs shall be borne by the Contractor.

Construction Methods: Use all topsoil stripped and stockpiled on the site. All stockpiled topsoil shall be screened.

The areas on which topsoil is to be placed shall be graded to a reasonably true surface and cleaned of all stones, brickbats, and other kinds of rubbish. After areas have been brought to proper subgrade and approved by the Engineer, topsoil shall be spread to the depth specified, with due allowance made for settlement. All stones, roots, debris, sod, weeds, and other undesirable material shall be removed from the topsoil. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on roadways.

It shall be the Contractor's responsibility to restore to line, grade, and surface all eroded areas with approved material and to keep topsoiled area in acceptable condition until the completion of the construction work.

Wherever subgrade material is sand, gravel or other very pervious material, and elsewhere as required by the Engineer, the Contractor shall consult the Engineer to decide on treatment of subgrade before placing the topsoil.

There shall be no application of topsoil made without the prior approval of the finished subgrade by the Engineer or his representative.

Placement of topsoil shall be performed only when it can be followed within a reasonable time by the seeding and sodding operation.

Resupplying of topsoil to eroded or settled areas to finish grade shall be the responsibility of the Contractor. Care shall be taken not to damage lawn area in the replacement of topsoil.

Method of Measurement: This work will not be measured for payment.

Basis of Payment: The work will be paid for at the contract lump sum price bid for "Furnishing and Placing Topsoil" which price shall include all materials, equipment, labor, tools and work incidental thereto. No payment will be made for topsoil required in areas disturbed by the Contractor outside of the limits described on the plans.

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ITEM #0949001A – ACER RUBRUM 'SUN VALLEY', 3.5" CAL., B.B.
ITEM #0949002A – AMELANCHIER CANADENSIS 'AUTUMN BRILLIANCE, 8'-10'
HT., B.B. MULTI-STEM
ITEM #0949004A – CARPINUS BETULUS 'FASTIGIATA' 2.5" CAL., B.B.
ITEM #0949005A – CERCIDIPHYLLUM JAPONICUM 3.5" CAL., B.B.
ITEM #0949007A – GINKGO BILOBA 3"-3.5" CAL., B.B.
ITEM #0949009A – PRUNUS X OKAME 2.5" CAL., B.B.
ITEM #0949011A – STEWARTIA PSEUDOCAMELLIA 2.5" CAL., B.B.

All plantings shall conform to Section 9.49 of the Standard Specifications, supplemented as follows:

Article 9.49.05 – Basis of Payment is supplemented as follows:

Replace with the following:

Payment for this work will be made at the contract unit price each of the kind and size of plant, completed and accepted in place. This work shall include all watering, mulching and staking of plants as shown on the plans.

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ITEM #0950005A – TURF ESTABLISHMENT (FERTILIZING, LIMING, SEEDING AND MULCHING)

Description:

The work under this Item includes the furnishing and placing of fertilizer, lime, seed, and mulch on all areas to be seeded as shown on the plans or where directed by the Engineer. All work and materials shall conform to the Requirements of Section 9.55 of the Standard Specifications Form 816, with the following exceptions:

Submittals:

Samples: Submit sample and product literature and guarantees in accordance with requirements of the General Conditions for the following:

Seed: -Submit all empty seed bags after application of seed to the Engineer and one sample for approval prior to application of the seed.

Fertilizer and Limestone: - Submit for approval manufacturer's label or literature of product being used.

Mulch: - Submit one bale of salt hay.

Materials:

The materials for this work shall conform to the requirements of Section M.13 of the Standard Specifications Form 816.

Construction Methods:

Construction methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

Preparation- Soil Preparation Procedures: Ground limestone shall be applied to the lawn and sod areas at a rate as recommended by the testing agency and thoroughly incorporated into the top three (3) inches of the soil at least five (5) days before seeding or sodding. Application of limestone shall be at least enough to bring the topsoil to a final pH reading of 6.5- 7.0 prior to seeding or sodding procedures.

Fertilizer shall be applied at a rate of twenty (20) pounds per one thousand (1,000) square feet or as specifically recommended by the testing agency. The fertilizer shall be thoroughly incorporated into the top two inches of the topsoil.

Areas shall be made friable and receptive to seeding by methods approved by the Engineer. In all cases, the final prepared area shall meet the lines and grades for such surface as shown on the plans, or as directed by the Engineer. In no event will seeding be allowed on hard or crusted soil surface.

All areas shall be reasonably free from weeds taller than three inches. Removal of the weed growth from the slope areas shall be by approved methods, including hand mowing, which do not rut or scar the slope surface, or cause disruption of the slope lines and grades. Seeding on level areas shall not be permitted until substantially all weed growth is removed.

Seeding Season: The normal seeding dates for seeding shall be as follows:

Spring: March 15th to June 15th.
Fall: August 15th to October 15th.

These periods may be extended or reduced according to prevailing weather conditions at the time, upon approval by the Engineer.

If the Contractor seeds outside the seasonal periods, any additional material furnished and placed to establish growth shall be done at the Contractor's expense. The Contractor must also reseed, mulch and repair any areas seeded, whether out-of-season or not, that are damaged by fire, erosion, or any other cause, as directed by the Engineer at no expense to the Town.

Seeding Methods: Seed shall be uniformly applied by mechanical seeder and approved by the Engineer.

Before any seed is sown, the ground shall be raked until the surface is smooth, friable and of uniformly fine texture. No seed shall be sown on any area, which has not been so prepared. Lawn areas shall be seeded at the rate of five pounds of seed mixture to 1,000 square feet or 217 pounds per acre of lawn area. The seed shall be sown evenly by an approved mechanical seeder. After sowing, the seed shall be raked lightly in the ground, and the surface then rolled with a water-ballast, 150-pound roller and watered thoroughly with a fine spray. No seeding shall be permitted after a rain unless the surface of the ground is loosened or when the velocity of the wind exceeds a gentle breeze or about five miles per hour. Extreme care shall be taken during seeding and raking so that no change in grading is made and so that the seed is not raked from one spot to another.

Broadcast Seeding: Half the seed shall be sown with the sower moving in one direction, and the remainder shall be sown with the sower moving at right angles to the first sowing.

The Contractor shall not use rye seed as a starter crop for the grass mixes called for above. The use of such seed in the seed mixes will be cause for turning under and complete reseeding of the areas so affected.

Mulching: Areas seeded shall be mulched with salt hay unless otherwise ordered by the Engineer. Wood chip mulch shall not be used on seeded areas. Unless otherwise directed, mulch will be applied at a rate of one bale per 2,000 square feet. The mulch will be anchored according to the direction of the Engineer.

Compaction: The Contractor shall keep all equipment, vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where such compaction has occurred, the Contractor shall re-work the soil to make a suitable seedbed; then re-seed and mulch such areas with the full amount of the specified materials, at no extra charge to the Town.

Cleanup: This work will not be considered complete until all cleanup operations are complete. This shall include the removal of all debris resulting from the seeding operation. The Contractor shall be required to shape, grade, and establish vegetative cover in accordance with the specifications on all areas disturbed outside the normal limits of the construction.

Warranties and Certificates: The Contractor shall supply the Engineer with all warranties or certificates, or both, furnished with the seed mixture or fertilizer prior to use of the material, if so requested.

Maintenance: The Contractor shall be held responsible for the maintenance of all work and parts thereof prior to final acceptance.

Maintenance shall include watering of seeded areas, mowing, weeding, cleaning up, edging, repairs of washouts and gullies, repairs to protecting fences and all other necessary work of maintenance.

The Contractor shall provide an adequate and acceptable turf. Adequately protect all lawn areas and mow until the lawn areas are acceptable to the Engineer. Once the turf areas are acceptable to the Engineer, the Contractor shall turn lawn maintenance over to the Owner. All clippings during cutting by the Contractor must be removed off-site. Mowing by the Contractor shall be as directed by the Engineer and shall not begin until grass attains an initial height of four (4) inches.

After final acceptance by the Owner, the Contractor will not thereafter be required to do any of the above work, except that nothing contained herein shall release the Contractor from his obligations under the Contract.

Seed Schedule

Lawn Seed: Seed shall be fresh, recleaned new seed of the latest crop, delivered in standard sized original packages, unopened, bearing guaranteed analysis, name of vendor and mixed in the following proportions:

Fertilizer Schedule:

Commercial Fertilizer (10-8-4): Commercial fertilizer with the following composition by weight: Nitrogen, 10 percent; Phosphoric Acid (P205), eight percent; Potash, four percent. These elements may be organic, inorganic or a combination and shall be available according to the methods adopted by the Association of Agricultural Chemists. Commercial fertilizer (10-8-4) shall be delivered in sealed, standard sized bags of the manufacturer, accompanied by the manufacturer's guarantee. Store in such a manner that its effectiveness shall not be impaired.

Method of Measurement:

This work will not be measured for payment.

Basis of Payment:

The work will be paid for at the contract lump sum price bid for "Turf Establishment (Fertilizing, Liming, Seeding and Mulching)" which price shall include all materials, equipment, labor, tools and work incidental thereto. No payment will be made for turf establishment required in areas disturbed by the Contractor outside of the limits described herein.

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ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC

Work shall conform to Section 9.71 of the Standard Specifications, supplemented as follows:

Article 9.71.01 – Description: is supplemented by the following:

The Contractor shall maintain and protect traffic as follows and as limited in Notice to Contractor- Prosecution and Progress and as described herein.

All uniformed flaggers, signs, cones, drums and other devices and relocation of same are included in the work.

This item shall include the scheduling and coordinating directly with the Town of Ridgefield Police Department for the hiring of Town of Ridgefield Police Officers (Officers) to provide all necessary traffic control, as required by the Police Department. On a weekly basis, the Contractor shall inform the Engineer and Police Department of their scheduled operations for the following week. Payment for the use of police officers shall be billed directly to the Town by the Police Department.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the Police Department, and such that Police Officer services are no longer required, the Contractor will be responsible for payment at no cost to the Town of any show-up cost for any Police Officer not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Submittals:

The Contractor shall submit a written proposed traffic control plan for all stages of construction conforming to the requirements of the Town of Ridgefield and as described herein for review.

Danbury Road (Route 35)

During construction of proposed improvements on Danbury Road, the contractor shall maintain and protect one lane of traffic not less than 11 feet wide in each direction using the existing roadway, the roadway under construction at all times. However, with prior approval of the Town of Ridgefield and DOT District 4, the Contractor may be allowed to establish one-way alternating traffic flows on Danbury Road during certain construction activities on this project. The Contractor shall implement standard Connecticut Department of Transportation Traffic Control Plan "#13", for alternating

flows or as directed by the Engineer. The Contractor is advised that implementation of the one-way alternating traffic flow patterns at the above noted sites will not be permitted during the morning (7:00- 9:00 A.M.) or evening (4:00- 6:00 P.M.) peak traffic periods; Monday through Friday.

At no time, unless otherwise approved by the Engineer, shall the Contractor close or cause to be closed any portion of roadways beyond what is stipulated herein, or on the plans, as necessary to perform the work.

Signing Patterns and Traffic Control Devices

The contractor shall have on hand all the necessary signs, traffic drums, traffic cones, barricades, warning lights, etc. to adequately maintain a safe construction zone.

All materials; signs, barricades, drums, traffic cones, delineators, plastic sign supports and temporary markings shall be new and/or like new conditions. All materials shall conform to the minimum standards of the State of Connecticut Department of Transportation and the Manual on Uniform Traffic Control Devices (MUTCD). Any materials or equipment determine to be unacceptable by the Engineer shall be removed and replaced with new materials and/or equipment that is acceptable to the Engineer at no additional cost.

The Contractor shall erect and maintain all signing patterns in accordance with this specification and in accordance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways.

Proper distances between advance warning signs and proper taper lengths are mandatory. The signing patterns are to be installed to consider abutting properties, driveways, side streets and the vertical and horizontal curvature of the roadway.

Staging Area:

The Contractor will not be allowed to store any material, or equipment between the street lines within the State limits. The Contractor shall submit to the Engineer the location of his proposed staging area

Adjustments of Signing and Traffic Control Devices

The traffic control plans included herein indicate patterns, location and spacing of signs and devices under ideal conditions. Adjustments to these standard signing plans and patterns may be necessary to account for concurrent construction and may be accomplished as directed by the Engineer. If adjustments are made to the standard signing patterns, the adjustments shall always be to improve the visibility of the signing and devices and to better traffic control. Adjustments in the signing patterns installed for traffic control shall be done by the Contractor's forces at no charge to Town.

Excavations and Trenches

The Contractor shall provide suitable lighted barriers or barricades, traffic cone and drums, and signs erected and maintained at all times, around all open ditches, trenches, excavations, or other work potentially dangerous to pedestrians and vehicular traffic. Such barriers or barricades shall be as directed by the Engineer. The Contractor may be required to employ trafficperson and take other such reasonable means or precautions as the Engineer may direct, or as may be needed to prevent damage or injury to persons, vehicles or other property, and to minimize the inconvenience and damage to the public by his construction operations.

The Contractor shall perform his operations to maintain public access to properties along the streets. The Contractor shall confine his occupancy of public or traveled ways to the smallest space compatible with the efficient and safe performance of the work contemplated by the Contract. Whenever any excavation or trench will obstruct traffic in or to any public street, private driveway, or property entrance, the Contractor shall take such steps as required to maintain necessary traffic and access including temporary bridging of freshly placed concrete or the use of temporary gravel roadway surfaces. The Contractor shall use appropriate materials to bridge work including, but not limited to steel plates and wood platforms, as appropriate to maintain access to the existing properties.

Commercial and Residential Properties and/or Driveways

The contractor shall maintain access to and egress from all commercial and residential properties and/or driveways throughout the project limits. The contractor will be allowed to close said driveways to perform the required work during periods when the businesses are closed unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure. The contractor shall stage construction activities to maintain access and egress from all commercial and residential properties and/or driveways. The Contractor shall use appropriate materials to bridge work including, but not limited to steel plates and wood platforms, as appropriate to maintain access to the existing properties. The Contractor shall coordinate with property owners on providing access to their business or residence during the course of construction.

Pavements Markings

During all phases of construction, the Contractor shall maintain pavement markings on all paved roadway surfaces throughout the project limits.

Article 9.71.05 - Basis of Payment: Replace with the following:

The cost for this work will be paid for at the contract lump sum price bid for "Maintenance and Protection of Traffic" and shall include all project coordination, equipment, tools, labor, and materials incidental thereto.

Payment for the use of police officers shall be billed directly to the Town by the Police Department.

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NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
- 10 SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN NOTES

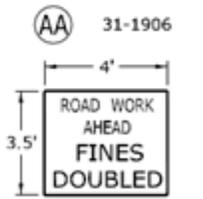
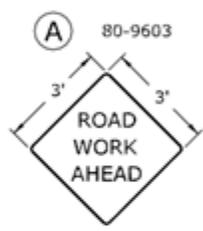
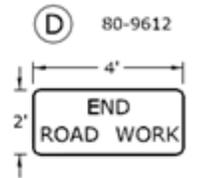
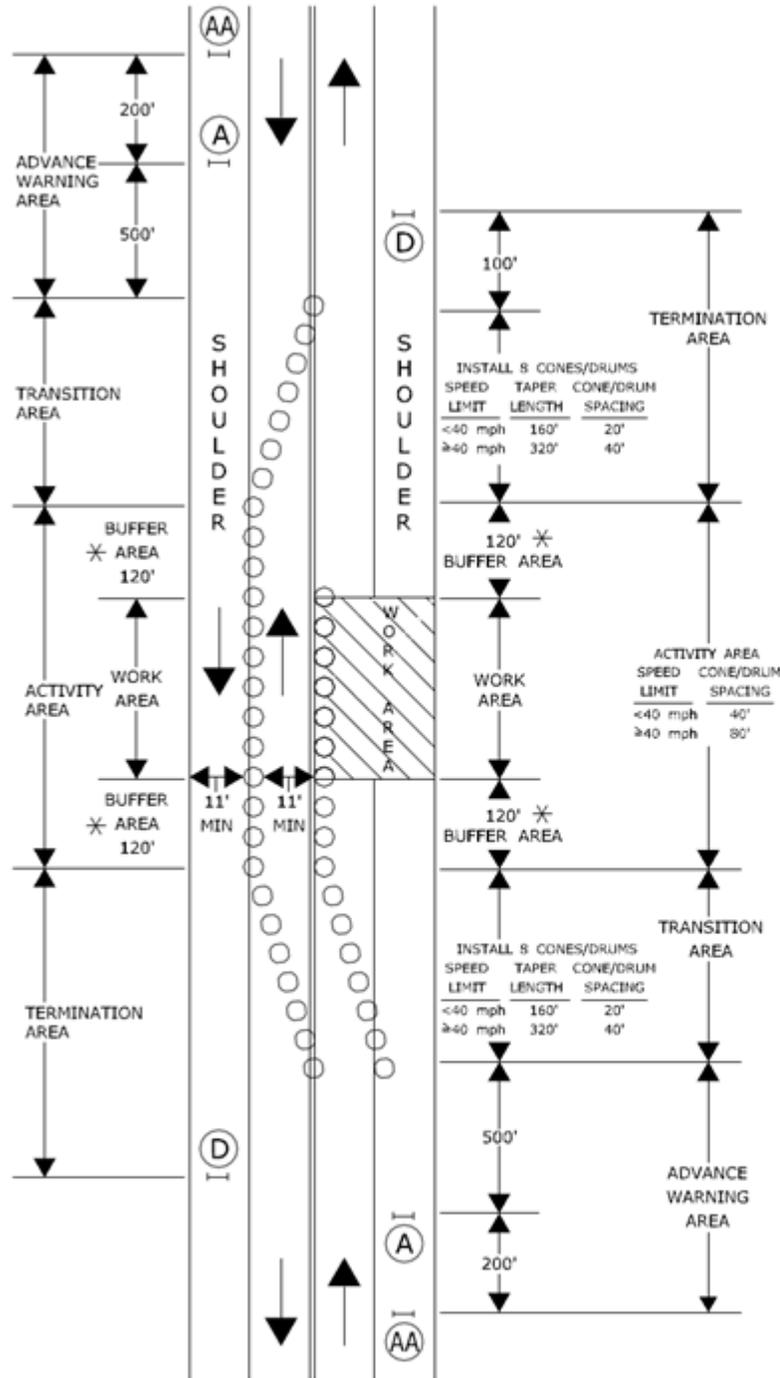
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
Charles S. Harlow
2012.06.05 15:50:35-0400
PRINCIPAL ENGINEER

WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY

SIGN FACE
62 SQ. FT (MIN.)



- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM → PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 15
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.05.05 15:56:29-04'00"
PRINCIPAL ENGINEER

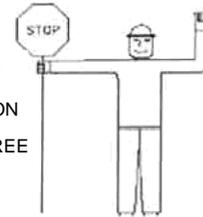
WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.04 FLAGGER PROCEDURES IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

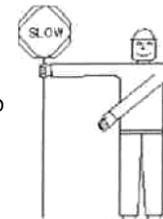
A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC



B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED. THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



SEE NOTES 1, 2, 5, 7, 8 & 10

REV'D /-Q2

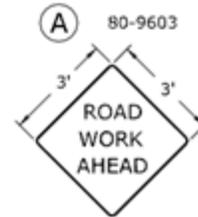
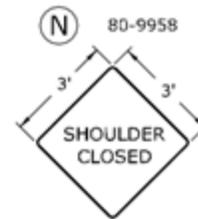
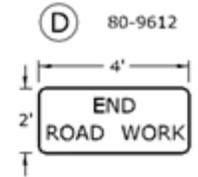
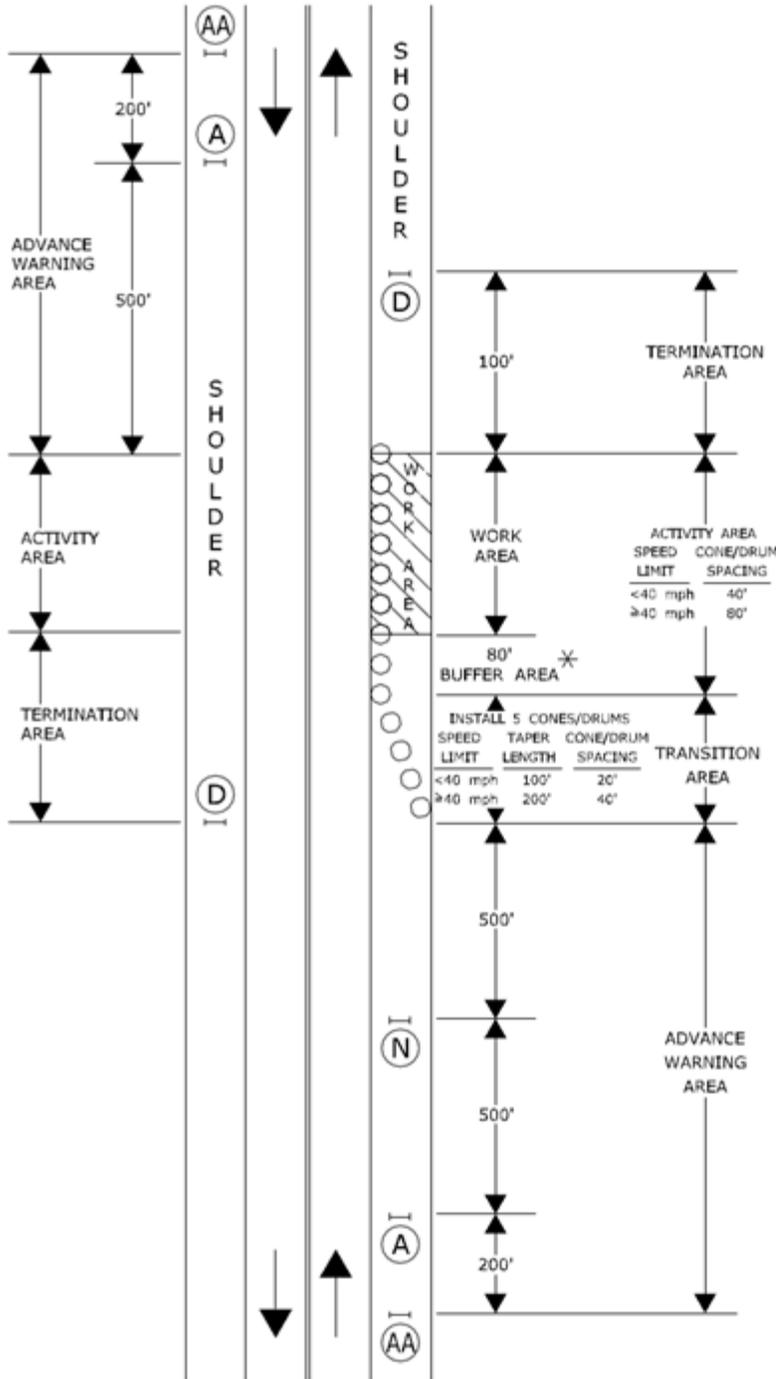


CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION TRAFFIC
CONTROL PLAN **PLAN**
13
SHEET 2 OF 2 SCALE NONE

WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN.)



- TRAFFIC CONE OR TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM ⇌ PORTABLE SIGN SUPPORT
- ⇐ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 14

SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:56:09-04'00"
PRINCIPAL ENGINEER

ITEM #0975002A – MOBILIZATION

All of the provisions of Section 9.75 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Article 9.75.04 – Method of Measurement: Replace with the following: This work will not be measured for payment.

Article 9.75.05 – Basis of Payment: Replace with the following:

The cost for this work will be paid for at the contract lump sum price bid for "Mobilization" and shall include all project coordination, equipment, tools, labor, and materials incidental thereto.

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ITEM #0980001A – CONSTRUCTION STAKING

Section 9.80 is supplemented as follows:

Article 9.08.03 – Construction Methods: Replace the seventh paragraph with the following:

All staking shall be performed by qualified engineering or surveying personnel who are trained, experienced and skilled in construction layout and staking of the type required under the contract and who are acceptable to the Engineer. The personnel shall perform this staking under the direct supervision of a land surveyor licensed to do work in the State of Connecticut and acceptable to the Engineer.

Article 9.80.04 - Method of Measurement: Replace with the following:

This work will not be measured for payment.

Article 9.80.05 - Basis of Payment: Replace with the following:

The cost for this work will be paid for at the contract lump sum price bid for "Construction Staking" and shall include all project coordination, equipment, tools, labor, and materials incidental thereto.

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ITEM #1003892A – DECORATIVE LIGHT POLE, LIGHT FIXTURE AND CONCRETE FOUNDATION

Description:

This item shall consist of furnishing and installing light standards and luminaries of the type specified with ladder rest, GFCI receptacle, ornamental cast aluminum bases, concrete light pole foundations, anchor bolts, dampers, grounding wire, ground rod and connections, complete in place, at the locations, and as described herein, and to the dimensions shown on the plans or as directed by the Landscape Architect/Engineer. GFCI receptacle shall have aluminum in-use cover painted to match pole finish. Luminaire shall have integral photocell. Astronomical time clock located in the service enclosure shall control power to the luminaire and the GFCI receptacle. Pole and luminaire shall be oriented such that the ladder rest with the lighting pattern parallel to the sidewalks.

References:

1. ANSI C78.379 - Electric Lamps - Incandescent and High-Intensity Discharge Reflector Lamps - Classification of Beam Patterns.
2. ANSI C82.4 - Ballasts for High-Intensity Discharge and Low Pressure Sodium Lamps (Multiple Supply Type).
3. ANSI/NFPA 70 - National Electrical Code.
4. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

Submittals:

1. Product Data: Provide dimensions, ratings, and performance data for all products specified in this section.
2. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.
3. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, and installation of product.
4. Operation and Maintenance Data: Include replacement parts list.

Qualifications:

Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years documented experience.

Regulatory Requirements:

1. Conform to requirements of ANSI/NFPA 70.
2. Conform to requirements of the Town of Ridgefield.
3. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

Materials:

The materials for this work shall conform to the applicable requirements of Article M.15.04 of Form 816 of the Standard Specifications and the following requirements:

1. Pedestrian Light Pole:
 - a. Shall be as manufactured by VISCO Incorporated 29579 Awbrey Lane, Eugene, OR 97402. Telephone (541) 688-7741, web address: <http://www.visco-light.com>.
 - b. Catalogue # VI-D42-F9'-DR-LR-2 W / BLACK FINISH & ANCHOR BOLTS.
 - c. No substitutions will be accepted (matching existing).
2. Anchor Bolts:
 - a. Fully galvanized anchor bolts as recommended by and manufactured by VISCO Lighting.
3. Luminaire:
 - a. Shall be as manufactured by NEW STAMP Lighting 227 Bay Rd, North Easton, MA 02356. Telephone (508) 238-7073, web address <http://www.newstamp-lighting.com>
 - b. Catalog # Hancock Lantern, MODEL 238P W/FACTORY INSTALLED LED MATECH LLC. MATECH D4 RETRO60 4K 5TH (58WATTS / UPPER LAMP) & SYLVANIA A-LINE 14 W LED LAMP INSTALLED INSIDE THE FROSTED GLASS CHIMNEY typical for all fixtures.
 - c. No substitutions will be accepted (matching existing).
4. All luminaries to be furnished with specified LED lamps at 120 volt; main source single phase driver, Self-ballasted A line 120 V LED lamp installed inside the frosted glass chimney.
5. At each pole location shown provide 20 A inline fuse in each hot leg in the pole base.

6. Concrete light pole foundation for fixtures on grade shall be Class "A" concrete. Reinforcing steel shall conform to Article M.06.01 of the Standard Specifications. Refer to Drawings for details of mounting to pedestrian bridge where applicable.
7. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer.
8. Foundation-Mounted Poles: Mount pole with leveling nuts, and tighten top nuts to torque level recommended by pole manufacturer.
 - a. Retain first subparagraph below if seismic restraint is required by local code or authorities having jurisdiction. See Evaluations.
 - b. Use anchor bolts and nuts selected to resist seismic forces defined for the application and approved by manufacturer.
 - c. Grout void between pole base and foundation. Use non-shrink or expanding concrete grout firmly packed to fill space.
 - d. Install base covers, unless otherwise indicated.

Construction Methods:

Light standards shall be fastened securely to the anchor bolts in the concrete light standard foundation and shall be plumb with the vertical. The completely assembled light standard shall be erected plumb with the aid of aluminum shims, if necessary. The mounting height shall be as called for on the plans, measured from the center of the light source to the pavement directly below.

The top of the shaft shall be drilled to accept three self-tapping screws. Pole caps shall be attached securely with three stainless steel set screws.

Each light standard shall be effectively grounded with #8 AWG ground wire attached to the light standard by an approved aluminum to copper lug and a stainless steel bolt, run to the ground rod, and connected with a square head bolt clamp.

Light standards shall be numbered with strip tags. These tags shall be reflective and not less than 1-½" x 2". The tags shall be located 8 feet above the walk roadway on the walk side of the light standard. The town number will be the top number and the pole number will be the bottom number.

Excavation for light pole foundation shall be done in conformance with Section 10.00 of the Standard Specifications.

Pole Installation

Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole. Bases shall be designed within sloping sidewalk area to provide **plumb** pole.

Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features. City may waive distance requirement upon field review with Contractor.

Fire Hydrants: 5 feet

Method of Measurement:

This work will be measured for payment by the number of complete decorative light poles, including light fixtures and concrete foundations of the type specified, and accepted in place.

Basis of Payment:

This work will be paid for at the Contract unit price each for "Decorative Light Pole, Light Fixture and Concrete Foundation" of the type specified, complete in place, which price shall include all work and materials, including excavation, trenching and backfilling, sidewalk repair, dampers, shaft, ladder rest, GFI receptacle, luminaire, washers, bolts, concrete light pole foundation, bolt covers, ground wire, ground rod, strip tags, connections, and all equipment, materials, tools, and labor incidental thereto, including pole certification and field checking bolt circle diameters.

Description

Unit

Decorative Light Pole, Light Fixture
• With Concrete Foundation.

Each

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ITEM #1008113A – 1.25" RIGID METAL CONDUIT IN TRENCH

ITEM #1008125A – 1.25" PVC CONDUIT IN TRENCH

All of the provisions of Section 10.08 of the Standard Specifications shall apply with the following modifications:

Article 10.08.01 - Description: Replace with the following:

Work under this item shall consist of furnishing and installing all electrical conduit in the locations shown on the plans and in accordance with the dimensions and details shown on the plans or as directed by the Engineer including trenching and backfilling, pull rope, plugs, sand encasement, processed trap rock, marking tape and all equipment, tools, labor and work incidental thereto.

Article 10.08.03 Construction Methods: Add the following:

All electrical work shall be installed in accordance with the latest edition of the national electrical code. All electrical equipment utilized shall be U.L. listed.

All sidewalk and pavement repair shall be completed per the construction details.

Method of Measurement:

This work will be measured for payment by the actual number of linear feet of conduit, installed and accepted. The measured length shall be from end to end along the centerline through all fittings.

Basis of Payment:

This work will be paid for at the contract unit price bid per linear foot of "1.25" Rigid Metal Conduit In Trench" and "1.25" PVC Conduit In Trench" complete and in place. The work includes but is not limited to trenching and backfilling, conduit, conduit fittings, pull rope, plugs, sand encasement, trap rock, marking tape and all equipment, tools, labor and work incidental thereto.

Sidewalk and pavement repair will be paid separately under their respective items. Topsoil and turf establishment will be paid separately under their respective items. Sawcutting will be paid for under "Cut Bituminous Concrete Pavement."

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ITEM #1008215A – HANDHOLES – PULLBOXES

Description:

Work under these Items shall consist of furnishing and installing new grade level buried handholes. The work shall include providing all material, labor, tools and equipment and coordination with landscaping.

Required Submittals:

Material Certificate of Compliance:

Submit 5 copies of material certificate of compliance for handholes in accordance with the contract general requirements.

Materials:

Concrete Polymer Handholes/Pullbox:

In-ground boxes and covers shall conform to all testing provisions of ANSI/SCTE 77 for Tier 8. Covers shall have a minimum coefficient of friction of 0.50 in accordance with ASTM C 1028 and Tier 8. In-ground boxes shall comply with all requirements of the National Electrical Code, 2005. Boxes shall be open bottom type with gasket. Covers shall be gasketed and shall have 2 bolts. Furnish all covers with appropriate logo (ELECTRIC, COMM, LIGHTING or as requested by Owner).

High Density Polyethylene Handholes/Pullbox:

HDPE in-ground boxes and covers shall be rated for 5000 pound loading. Materials shall have a thermal shock rating in accordance with ASTM D 756. In-ground boxes shall comply with all requirements of the National Electrical Code, 2005. Boxes shall be open bottom type with gasket. Furnish all covers with appropriate logo (ELECTRIC, COMM, LIGHTING or as requested by Owner).

Construction Method:

The work shall be in accordance with manufacturer's recommendations and all state and local codes.

Prepare the hole by digging a pit 8" to 10" deeper than the overall height of the handhole. The length and width of the hole should be determined by adding 12" to 16" to the overall length and width of the handhole. Place 12" of crushed rock evenly across the bottom of the excavated hole. The compacted material should be leveled so the top of the handhole is flush to the grade. Work the box into the gravel 1" to 2" at the time of leveling. NOTE: Use a classified rock size of 3/4" and smaller to ensure proper drainage. Replace the lid prior to backfilling. Backfilling may be accomplished using the

excavated materials. Place the backfill into the hole in 12" increments and compact. Manual compaction is desirable to ensure filling space between ribs. This step assures locking the vault in the ground preventing upheaval in high water table areas. Continue backfilling in 12" increments and compaction until backfill is at grade.

Method of Measurement:

This item shall be measured for payment by the actual number of handholes installed.

Basis of Payment:

Payment for this item shall be at the contract unit price bid per each "Handhole" complete in place, which price to include all required work and equipment including: handhole, cover, excavation, crushed rock, backfilling and grading, equipment, tools, and labor incidental thereto.

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
1008215A	HANDHOLE	EA

1716-15-mr816-specs

ITEM #1017032A – ELECTRICAL SERVICE ENCLOSURE, MODIFICATIONS AND EQUIPMENT

All of the provisions of Section 10.0 of the Standard Specifications shall apply with the following modifications:

Description:

Work under these Items shall consist of furnishing, installing and coordination of new utility service and distribution system to power new loads as indicated on the drawings at an existing electrical enclosure. The work shall include providing all material, labor, tools, equipment, wiring, fees and coordination with EVERSOURCE Energy, and the Town of Ridgefield.

Required Submittals

Material Certificate of Compliance:

Submit 5 copies of material certificate of compliance for service equipment in accordance with the contract general requirements.

Shop Drawings:

Submit 5 copies of shop drawings for service equipment in accordance with the contract general requirements. Include photocell, lighting controls, breakers, and din rail track.

Utility Service Connections

General: The necessary work, coordination and CRS submission required to meet EVERSOURCE Energy requirements per the latest Information and Requirements issued by EVERSOURCE Energy. Contractor shall pay all Utility fees associated with new service.

Materials

General: The Service enclosure equipment to be installed shall include the following pieces of equipment: photocells, din rail track, contactors, lighting controls, and breakers. Utility service shall be 240/120V, 1-phase, 3-wire 100 Amp as provided to the existing service enclosure.

Construction Methods:

All electrical work shall be installed in accordance with the latest edition of the national

electrical code. All electrical equipment utilized shall be U.L. listed.

The Contractor shall coordinate all final electrical service connection with Eversource and meet utility company's requirements. Coordination with the Town of Ridgefield's Electrical Inspector is required.

Install new equipment in the existing service enclosure per details and notes shown on electrical plans and per all applicable electrical building codes.

Method of Measurement and Basis of Payment:

Electrical Service Enclosure, Modifications and Equipment – This item shall include the complete installation service enclosure modifications as detailed on the drawing including lighting controls, wiring, including conductors, ground wire, circuit breakers, photocells, contactors, and din track rail. Payment will be at the lump sum unit price bid for "Electrical Service Enclosure, Modifications and Equipment".

<u>Description</u>	<u>Unit</u>
Electrical Service Enclosure, Modifications and Equipment	LS

1716-15-mr816-specs

ITEM #1204122A – PROJECT SIGN

Description:

The work under this item shall consist of furnishing and installing a State of Connecticut Department of Economic and Community Development (DECO) project sign in the location shown on the plans and in accordance with the dimensions and details described herein and on the plans.

Construction Methods:

1. Use 4'-0" x 8'-0"x 1/2" medium density overlaid plywood (2 sides) with exterior glue.
2. First two coats of paint to be white oil base undercoat primer, and third coat of paint to be white bulletin paint.
3. Blue lettering to be Connecticut Blue bulletin paint, with the color tone machine Ultra Deep-Tone R-90 California Brand Blue.
4. Sign to be painted on the front, back and edges; it is to have a 1" wide blue border on its face.
5. Apply the plastic decal of the State Armorial Bearings furnished by the Department of Economic and Community Development.
6. The supporting wood frame work for the sign is to be painted with two coats of white exterior primer and one finish coat of white exterior oil base paint, with the sections which are to be placed in the ground treated with wood preservative. The supporting posts to be used, should be 4"x4"x12" and should be bolted to the project sign and secured to the satisfaction of the engineer.
7. Refer to the project sign detail on detail sheets for more information.

Method of Measurement:

This work will be measured for payment per each project sign installed complete and to the satisfaction of the Engineer.

Basis of Payment:

This work will be paid for at the contract unit price bid per each for "Project Sign." Included in the cost of this work shall be all materials, labor and equipment necessary for the complete installation of the project sign as shown on the plans and described herein.

1716-15-mr816-specs

ITEM #1210105A – EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS

All pavement markings shall conform to Section 12.10 of the Standard Specifications, supplemented as follows:

Article 12.10.04- Method of Measurement is supplemented as follows:

Replace with the following:

This work will not be measured for payment.

Article 12.10.05 – Basis of Payment is supplemented as follows:

Replace with the following:

This work will be paid for at the contract lump sum price for "Epoxy Resin Pavement Markings, Symbols and Legends." This price shall be for all the work required by this section and all materials, equipment, tools and labor incidental thereto.

1716-15-mr816-specs

ITEM #1220011A – CONSTRUCTION SIGNS – TYPE III REFLECTIVE SHEETING

Article 12.20.01 - Description: The Contractor shall furnish construction signs with Type III reflective sheeting and their required portable supports or metal sign posts that conform to the requirements of NCHRP Report 350 (TL-3) and to the signing requirements stated in Article 9.71 "Maintenance and Protection of Traffic," as shown on the plans and/or as directed by the Engineer.

Article 12.20.02 - Materials:

Portable sign supports shall be designed and fabricated so that the signs do not blow over or become displaced by the wind from passing vehicles. Portable sign supports shall be approved by the Engineer before they are used.

Mounting height of signs on portable sign supports shall be a minimum of 1 foot and a maximum of 2 feet, measured from the pavement to the bottom of the sign.

All sign faces shall be rigid and reflectorized. Reflective sheeting shall conform to the requirements of Article M.18.09.01 (Type III) of the Standard Specifications. Sheet aluminum sign blanks shall conform to the requirements of Article M.18.13. Metal sign posts shall conform to the requirements of Article M.18.14. Application of reflective sheeting, legends, symbols, and borders shall conform to the requirements specified by the reflective sheeting manufacturer. Attachments shall be provided so that the signs can be firmly attached to the portable sign supports or metal posts without causing damage to the signs.

The following types of construction signs shall not be used: mesh, non-rigid, roll-up.

The following portable sign support systems or equivalent systems that meet the above requirements may be used:

Korman Model #SS548 flexible sign stand with composite aluminum sign substrate (APOLIC)

Traffix "Little Buster" dual spring folding sign stand with corrugated polyethylene (0.4 in. thick) sign substrate (InteCel)

Article 12.20.03 - Construction Methods: Ineffective signs, as determined by the Engineer and in accordance with the ATSSA guidelines contained in "Quality Standards for Work Zone Traffic Control Devices", shall be replaced by the Contractor at no cost to the Town.

Signs and their portable supports or metal posts that are no longer required shall be removed from the project and shall remain the property of the Contractor.

Article 12.20.04 - Method of Measurement: Construction Signs- Type III Reflective Sheeting and sign supports will not be measured for payment.

Article 12.20.05 - Basis of Payment: The cost for Construction Signs-Type III Reflective Sheeting shall be included in the general cost of the contract, with no direct payment for the work.

1716-15-mr816-specs

EXECUTIVE ORDERS

Connecticut State Library



State Of Connecticut
By His Excellency
Thomas *I.* Meskill
Governor

Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS *I.* MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

- I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.
- II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether

they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.
- IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.
- V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.
- VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state

contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

- VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.
- VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31- SI(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.
- IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.
3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

- XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied

with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

- XII. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.
- XIII. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.
- XIV. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971

Thomas J Meskill
Governor

Filed this 16th day of
June, 1971.

Harry Hammer
Secretary OfThe State

Connecticut State Library



State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or

subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

- II. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.
- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February 1973.

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

PREVAILING WAGE RATES

Project: Ridgefield Streetscape Improvements Phase II

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

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

ID#: H 22008

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

Project Number: 2016-16

Project Town: Ridgefield

FAP Number:

State Number:

Project: Ridgefield Streetscape Improvements Phase II

CLASSIFICATION

Hourly Rate

Benefits

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

1) Boilermaker	33.79	34% + 8.96
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1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	28.76
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2) Carpenters, Piledrivermen	31.45	23.54
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As of:

Tuesday, April 19, 2016

Project: Ridgefield Streetscape Improvements Phase II

2a) Diver Tenders	31.45	23.54
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3) Divers	39.91	23.54
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03a) Millwrights	31.84	23.99
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	45.95	19.35
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4a) Painters: Brush and Roller	31.52	19.35
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4b) Painters: Spray Only	34.52	19.35
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4c) Painters: Steel Only	33.02	18.55
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Project: Ridgefield Streetscape Improvements Phase II

4d) Painters: Blast and Spray 34.52 19.35

4e) Painters: Tanks, Tower and Swing 33.52 19.35

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 37.62 23.00 + 3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 31.09 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 40.62 28.91

---LABORERS----

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

Project: Ridgefield Streetscape Improvements Phase II

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

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

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

14) Concrete Workers, Form Movers, and Strippers	31.28	18.90 + a
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15) Form Erectors	31.60	18.90 + a
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Project: Ridgefield Streetscape Improvements Phase II

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

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

18a) Blaster	38.53	18.90 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.90 + a
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Project: Ridgefield Streetscape Improvements Phase II

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

Two axle trucks	28.83	21.39 + a
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Three axle trucks; two axle ready mix	28.93	21.39 + a
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Three axle ready mix	28.98	21.39 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.03	21.39 + a
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As of:

Tuesday, April 19, 2016

Project: Ridgefield Streetscape Improvements Phase II

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

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

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

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

Group 12: Wellpoint Operator. 32.93 23.55 + a

Group 13: Compressor Battery Operator. 32.35 23.55 + a

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

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

Group 16: Maintenance Engineer/Oiler 30.15 23.55 + a

Project: Ridgefield Streetscape Improvements Phase II

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

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

20) Lineman, Cable Splicer, Technician	45.43	6.25%+19.20
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21) Heavy Equipment Operator	40.89	6.25%+17.18
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22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25%+16.68
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Project: Ridgfield Streetscape Improvements Phase II

23) Driver Groundmen	24.99	6.25%+10.87
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23a) Truck Driver	34.07	6.25%+15.41
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---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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As of:

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28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

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Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As of:

Tuesday, April 19, 2016

ADDENDA
