



# *CONTRACT DOCUMENTS*

## *Buckley Park Drainage Improvements 2018*

*BID NUMBER 2018-004*

*ROCKY HILL, CONNECTICUT*



*Prepared By  
Town of Rocky Hill Engineering Dept.  
Stephen D. Sopelak, P.E.  
Town Engineer  
761 Old Main Street  
Rocky Hill, CT 06067  
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*March 5, 2018*

## **OUTLINE OF BID DOCUMENTS**

**TOWN OF ROCKY HILL**  
Engineering Department  
761 Old Main Street  
Rocky Hill, Connecticut 06067

BID NUMBER: **2018-004**

ISSUED: **March 5, 2018**

DATE OF BID OPENING: **Wednesday, March 28, 2018**

TIME OF BID OPENING: **11:00 AM**

LOCATION OF BID OPENING: **Rocky Hill Town Hall, Town Council Chambers**

PRE-BID CONFERENCE: **None**

SUMMARY OF DESCRIPTION OF BID: **Buckley Park Drainage Improvements 2018**

### **CONTENTS OF BID DOCUMENT**

<b>Description</b>	<b>Include in Contents of Bid Document</b>	<b>Requirements and Document required for bid submittal</b>
Outline of Bid Documents	<b>x</b>	
Invitation to Bid	<b>x</b>	
Legal Notice	<b>x</b>	
Instruction to Bidders	<b>x</b>	
Bid Form	<b>x</b>	<b>x</b>
References	<b>x</b>	<b>x</b>
Non-Collusive Statement	<b>x</b>	<b>x</b>
Affirmative Action Statement	<b>x</b>	<b>x</b>
Contract Forms	<b>To be provide to</b>	
Performance Bond	<b>Low bidder</b>	
Payment Bond		
Form W-9		
Certificate of Insurance		
OSHA Certificate of Compliance		
Contract		
General Conditions	<b>x</b>	
Technical Specifications	<b>x</b>	
Details	<b>x</b>	

**INVITATION TO BID**  
**TOWN OF ROCKY HILL**

Engineering Department  
761 Old Main Street  
Rocky Hill, Connecticut 06067

BID NUMBER: **2018-004**

ISSUED: **March 5, 2018**

DATE OF BID OPENING: **March 28, 2018**

TIME OF BID OPENING: **11:00 AM**

LOCATION OF BID OPENING: **Rocky Hill Town Hall, Town Council Chambers**

PRE-BID CONFERENCE: **None**

SUMMARY OF DESCRIPTION OF BID: **Buckley Park Drainage Improvements 2018**

Sealed Bids for the referenced project will be received by John Mehr, Finance Director, Town of Rocky Hill at the Rocky Hill Town Hall located at the 761 Old Main Street, Rocky Hill, CT 06067 until TBD at 11:00 A.M. at which time the bids will be publicly opened and read. **Bids received after 11:00 A.M. on TBD will not be accepted, NO EXCEPTIONS.**

The project will be a lump sum bid to grub, remove 55 lf of pipe, fill an existing gulley (10' deep x 125' long), install 190 lf of pipe, three drainage manholes, a catch basin, plunge pool and restoration of the entire area. **NOTE: THE TOWN WILL PROVIDE UP TO 1000 CY OF FILL AND CUT AND REMOVE TREES.**

Should the bidder find any omissions, discrepancies or errors in the specifications or other Contract Documents or should he be in doubt as to the meaning of the specifications or other Contract Documents, he should immediately notify the Town, which may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the Contract Documents.

Bids may be held by the Town of Rocky Hill for a period not to exceed 2 months from the date of the bid opening for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding the contract.

The right is reserved by the Town of Rocky Hill to reject any or all Bids, to waive any informalities or defects in Bids, and to make such time extensions as may be necessary in order to review and compare Bids, to obtain such supplemental information as may be necessary to review Bids and to accept Bid(s) that, in the judgment of the Town of Rocky Hill, will be in the Town's best interest.

**Two (2) copies of completed bid forms and attachments shall be submitted.** All proposals must be on the forms furnished with the Contract Documents. The successful Bidder will be required to furnish and pay for a Performance Bond and a Labor and Materials (Payment) Bond in the amount of one hundred percent (100%) of the Contract price.

Questions may be directed to Stephen Sopolak, P.E, Town of Rocky Hill Engineering Department, (860) 258-7672.

**LEGAL NOTICE FOR BIDS  
TOWN OF ROCKY HILL**

Sealed bids for **Buckley Park Drainage Improvements 2018** in the Town of Rocky Hill will be received by John Mehr, Finance Director, Town of Rocky Hill at the Rocky Hill Town Hall located at the 761 Old Main Street, Rocky Hill, CT 06067 until Wednesday March 28, 2018 at 11:00 AM at which time the bids will be publicly opened and read. Bids received after 11:00 PM on March 28, 2018 will not be accepted, NO EXCEPTIONS. Plans and Specifications will be available on Monday March 5, 2018 at 8:30 A.M. and may be examined and/or procured at the Rocky Hill Engineering Department or downloaded from the town website at [http://www.rockyhillct.gov/business/bid\\_notices.php](http://www.rockyhillct.gov/business/bid_notices.php)

Equal Opportunity Employer, minority/women owned businesses are encouraged to submit a Proposal. (TTY Number 860-258-7639).

Finance Director, Town of Rocky Hill

# **INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**  
**TOWN OF ROCKY HILL**

All Bidders shall observe the following instructions:

**1. PROPOSAL COMPLIANCE**

Bids shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the bid. Authorized Representative/Agent of the vendor must sign bids. **Please submit two (2) copies of completed bid forms and attachments**

The Town of Rocky Hill shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the Bid specifications.

**2. BID RETURN ENVELOPE**

All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address and the words "BID DOCUMENTS". Please clearly mark your envelope with the bid title and opening date as to prevent opening of a sealed bid prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Town in its normal course of business, will not be accepted. If time permits, the proposals will be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.

**3. BID PROPOSAL/PRICE**

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in ink or typewritten in both words and figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions.

Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

**4. SALES TAX**

The Town of Rocky Hill is exempt from State or Federal taxes. The Bidder shall familiarize himself with current regulations of the State and Federal Tax Departments. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

**5. WITHDRAWAL OF BIDS**

Bids may be withdrawn personally or in writing (letter form or faxed) by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Once bids are opened the prices shall remain firm for sixty (60) days after the bid opening.

## **6. RIGHT OF REJECTION**

The Town Manager, his designee, or Department Head may reject or accept any and all bids in whole or in part or to waive any informality in bids received if in his/her opinion, it is in the best interest of the Town to do so.

## **7. QUALIFICATIONS OF BIDDER**

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, bidder shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of vendor fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

## **8. FUNDING**

Some or the entire contract may be funded by state, federal or other grant programs. The bidder is advised that such funding programs may include contractual provisions binding on contractors and which may, for example, require audits or certifications under oath that the contractor has not been debarred, suspended or excluded from any publicly funded project or programs.

A contract shall be deemed executory only to the extent that appropriations are available to each agency for specified purchases. The Town's extended obligation on these contracts, which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

## **9. QUANTITIES**

For bidding purposes, the work has been subdivided into unit price items. The quantities as listed are estimates and therefore the Town does not expressly or by implication agree that the actual quantities will correspond therewith. The Town reserves the right to increase or decrease the quantity of each item bid upon at the same bid price stated on the bid form as may be deemed necessary.

## **10. ERRORS, INTERPRETATIONS AND ADDENDA**

Should the bidder find any omissions, discrepancies or errors in the specifications or other Bid Documents or should he be in doubt as to the meaning of the specifications or other Bid Documents, he should immediately notify the Town, which may correct, amend or clarify such documents by a written interpretation or addendum. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by any bidder against the Town.

## **11. TRADE NAMES OR SUBCONTRACTING**

Should brand name/trade name items appear in these specifications, before bidding on any item considered equal to or better than a named item the bidder shall get written approval of the Town Engineer for the substitution. This shall hold true unless the specifications say "or equal". The "Or Equal" clause is intended merely to establish a standard; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the

general design will be considered equal provided it is in the opinion of the using agency and the Town Engineer to be of equal substance and function.

The Contractor shall not subcontract the work under this project without written approval of the Town Engineer, unless allowed in the Technical Specifications.

## **12. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS**

Information related to existing conditions is based on limited investigations made by the engineer. This information is intended only to provide an approximate indication of the field conditions to be anticipated. This information is not warranted to indicate the true conditions or distribution of quantities. It shall be solely the contractor's responsibility to investigate and determine actual field conditions.

Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other contract documents and with all Federal, State and Local Laws, Ordinances or Regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the Contract.

Each bidder shall thoroughly familiarize himself with all conditions of the bid documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made, and the failure of the bidder to familiarize himself with conditions related to the specifications shall in no way relieve any bidder from any obligation in respect to this bid.

## **13. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION**

Each bidder with ten (10) or more employees shall complete the Certification of Bidder which is included as part of these specifications. Bidders with less than ten (10) employees should indicate this on the Certification and return it with their bid.

A signature on the form certifies that the Bidder is declaring that it does not discriminate on the basis of race, color, sex, national origin, age or disability, etc. per State and Federal Statutes.

## **14. CHRO REQUIREMENTS *Not Applicable***

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.

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. (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.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at



**15. PREVAILING WAGES *Not Applicable***

This contract is subject to Connecticut General Statutes Sect. 31-53, as amended. Generally, the statute applies to new construction projects totaling \$400,000 and over, and repair or rehabilitation projects totaling \$100,000 and over. The statute imposed certain wage requirements and reporting requirements on contractors and subcontractors, and carries serious penalties for violation of the law. As stated in the statute the contractor will provide the Town with time records and certified payrolls of their employees and their subcontractors' employees who work on the project. For additional information refer to [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). The current prevailing wage requirements are herewith attached.

**16. NON-COLLUSIVE STATEMENT**

All Bidders shall be required to provide a signed non-collusive statement with the bid on the form provided

**17. BID BOND *Not Applicable***

Each proposal must be accompanied by a certified check of the Bidder or a bid bond with a surety acceptable to the Town in the amount equal to at least TEN PERCENT (10%) of the bid amount. The successful Bidder, upon his failure or refusal to execute and deliver the Contract, certificates of insurance or bonds required within FIVE (5) days of written notification, unless otherwise agreed upon, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposit submitted with his Proposal. Should the low bidder have previously failed to complete its performance satisfactorily on a prior contract with the Town, before award, such bidder shall have five (5) days to post a cash bond in an amount deemed by the Town to adequately cover the difference between the low bid and the next lowest responsible bidder. Such cash bond shall be forfeited in its entirety in the event the contractor fails to execute a contract in accordance with these specifications.

**18. AWARD**

Notice of acceptance of bid will be given to the successful bidder by owner by mail to bidders' address stated in Bid. If, within seven (7) calendar days immediately after receipt of Notice of Acceptance of Bid, the successful bidder shall fail or refuse to deliver a Bond properly executed, Bidder's Bid and Acceptance, at option of Owner, shall become null and void. He shall forfeit to Owner, as liquidated damages for such failure or refusal, the Bid Bond or certified check accompanying this Bid and Owner may proceed to accept another of the Bids. Contractor shall start work under this contract and shall continue to completion with all practical dispatch and regularity. Work shall be started and completed within times which Contractor has stated in the contract.

- The delivery date shall be a factor considered in awarding a Contract and may result in an award to a vendor other than the low bidder.

- In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.
- Bids will be awarded to the lowest responsible bidder as determined by the Town

**19. PREFERENTIAL BIDDING PROCESS FOR THE TOWN OF ROCKY HILL**

The Town Council of the Town of Rocky Hill adopted Ordinance number 246-09 on 4/6/09 and is found in Chapter 52, Article 1 of The Code of the Town of Rocky Hill, Connecticut:

For the purpose of this section, “local- and state-based businesses” mean businesses with a principle place of business located within the Town of Rocky Hill or the State of Connecticut that meet all of the requirements of the specific bid for such contractor. A business shall not be considered a local- or state-based business unless satisfactory evidence has been produced to the Town Manager whereby the business establishes that it owns real property which has its principal place of business and pays taxes on real and personal property to the Town of Rocky Hill or another municipality within the State of Connecticut. Such evidence may include proof of ownership of real estate by copy of deed and copies of paid taxes bills for real and personal property. The personal property shall be used for the business in the performance of the bid.

For the purpose of this section, “project” shall mean all projects put out for bid by the Town of Rocky Hill which are \$10,000 or more, and the lowest qualified bidder shall be determined in the following manner:

- A. Any local-based bidder which has submitted a bid of no more than 5 percent higher than the low bid, when such bid is between \$10,000 and \$500,000, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 5 percent higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest [responsible] bidder shall be that one of such responsible local-based bidders which has submitted the lowest bid. If no local-based bidder has submitted such a bid, then the same condition and procedures shall apply to state-based bidders.
- B. Any local-based bidder which has submitted a bid of no more than 3.5 percent higher than the low bid, when such bid is between \$500,000 and \$1,000,000, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 3.5 percent higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest responsible bidder shall be that one of such responsible local-based bidders which has submitted the lowest bid. If no local-based bidder has submitted such a bid, then the same condition and procedures shall apply to state-based bidders.
- C. Any local-based bidder which has submitted a bid of no more than 2 percent higher than the low bid, when such bid is over \$1,000,000, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 2 percent higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest responsible bidder shall be that one of such responsible local-based bidders which has submitted the lowest bid. If no local-based bidder has submitted such a bid, then the same condition and procedures shall apply to state-based bidders.

Exceptions to the ordinance are provisions of this section shall not apply to any projects which prohibit preferential bidding procedures which may include but may not be limited to state and federally funded projects.

**BID FORM**

**BID FORM**

**TOWN OF ROCKY HILL**

BID NUMBER: **2018-004**

ISSUED: **March 5, 2018**

DATE OF BID OPENING: **Wednesday, March 28, 2018**

TIME OF BID OPENING: **11:00 AM**

LOCATION OF BID OPENING: **Rocky Hill Town Hall, Town Council Chambers**

PRE-BID CONFERENCE: **None**

SUMMARY OF DESCRIPTION OF BID: **Buckley Park Drainage Improvements 2018**

**DATE:**

**PROPOSAL OF (Co. Name):**

**(Address):**

**(Phone, Fax):**

To furnish all labor, materials except as noted, tools and appliances required to complete the above noted project in accordance with and in conformity with the bid documents.

In accordance with the Legal Notice request for bids for the construction of the above noted project, the following **LUMP SUM** bid is submitted:

\_\_\_\_\_ DOLLARS AND

\_\_\_\_\_ CENTS (\$\_\_\_\_\_)

**TOTAL** \_\_\_\_\_

I/We Hereby Certify that \_\_\_\_\_ the only person or persons interested in this proposal as principals, that it is made without collusion or connection with any person, firm or corporation; that an examination has been made of the specifications and contract form contained herein, also, the plans on file in the Engineering Office and site of the work, and \_\_\_\_\_ propose to furnish all necessary equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and at the time prescribed and \_\_\_\_\_ understand that the quantities of work as shown herein are relative to proposed installation.

**Signed:** \_\_\_\_\_

**REFERENCES**  
**TOWN OF ROCKY HILL**

The Bidder is required to fill out the following form to enable the Town of Rocky Hill to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business as a General Contractor: \_\_\_\_\_

2. List three (3) projects of similar nature to the project described herein that the Bidder has completed, with name, address, and telephone number of a reference for each project. Include approximate construction cost:

Project: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

Project: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

Project: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

3. List projects presently under construction by the Bidder, dollar amount of the contract, and percent completed:

Project: \_\_\_\_\_ % Complete: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

Project: \_\_\_\_\_ % Complete: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

4. Has the Bidder ever failed complete work awarded; and if so, state where and why:

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5. Does the Bidder plan to sublet any part of this work; and if so, give details:

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6. List equipment Bidder owns that is available for this project:

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7. List equipment the Bidder plans to rent or purchase for this project:

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8. If the Bidder has worked under the direction of a Consulting Town of Rocky Hill Inspector, list recent projects with the name, address, and telephone number of the Consultant:

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9. List name, address, and telephone number for the following:

Surety: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Major Material Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Bidder



**NON-COLLUSIVE STATEMENT**  
**TOWN OF ROCKY HILL**

Bid for: \_\_\_\_\_

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition, and;
- b. The bidder has not communicated the contents of the bid to its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Rocky Hill to consider the bid and make an award in accordance therewith.

Please complete & sign

Legal Name of Bidder: \_\_\_\_\_

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

Name and Title of:  
Authorized Agent \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**AFFIRMATIVE ACTION STATEMENT**  
**CERTIFICATION OF BIDDER**  
**TOWN OF ROCKY HILL**

Concerning Equal Employment Opportunities and/or  
Affirmative Action Policy

The bidder certifies that it:

- 1) Is in compliance with the equal opportunity clause as set forth in the Connecticut State Law.
- 2) Does not maintain segregated facilities.
- 3) Has filed required employer's information reports.
- 4) Lists job openings with State Employment Services.
- 5) It is in compliance with the American with Disabilities Act.

Check Appropriate One:

Yes/bidder certifies to having an Affirmative Action Program.

Not applicable/bidder employs 10 or less people.

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Bidder-Company Name

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Date

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Name & Title (Printed)

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Signature

# **GENERAL CONDITIONS**

**GENERAL CONDITIONS**  
**TOWN OF ROCKY HILL**

All Bidders shall observe the following instructions and specifications:

**1. SPECIFICATIONS AND CONTRACT DRAWINGS SUPPLEMENTARY**

The said Specifications and Contract Drawings are intended to supplement each other, and together constitute one complete set of Specifications and Contract Drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Town of Rocky Hill Town Engineer or Inspector. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Town of Rocky Hill Town Engineer or Inspector. From time to time during the progress of the work, the Town of Rocky Hill Town Engineer or Inspector will furnish such supplementary or working drawings as are necessary to show changes or define the work in more detail, and these also shall be considered as Contract Drawings. When discrepancies exist between the Contract Drawings and Specifications, the Specifications shall govern.

**2. CORRECTION OF ERRORS AND OMISSIONS**

The Plans and Specifications forming part of this Contract are intended to be explanatory of each other, but should any discrepancy appear, or misunderstanding arise, as to the importance of anything contained in either, the explanation and decision of the Town of Rocky Hill Town Engineer or Inspector shall be final and binding on the Contractor; and all directions and explanations required, to complete and make effective any of the provisions of the Contract and Specifications, shall be given by the Town of Rocky Hill Town Engineer or Inspector. Corrections of errors and omissions in the Drawings or Specifications may be made by the Town of Rocky Hill Town Engineer or Inspector when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Town of Rocky Hill Town Engineer or Inspector. The effect of such corrections shall date from the time that the Town of Rocky Hill Town Engineer or Inspector gives due notice thereof to the Contractor.

**3. TOWN OF ROCKY HILL TOWN ENGINEER OR INSPECTOR'S DECISION**

All work under this Contract shall be done to the satisfaction of the Town of Rocky Hill Town Engineer or Inspector, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He also shall decide all questions which may arise as to the fulfillment of the terms of the Contract, Plans and Specifications. The determination of the Town of Rocky Hill Town Engineer or Inspector in all such matters shall be final and binding upon the parties thereto.

#### **4. INSPECTION OF WORK**

It is agreed that the Town of Rocky Hill may, at its pleasure, appoint and employ, at its own expense, such persons as may be necessary, who are to act as Town of Rocky Hill Inspector or agents, for the purpose of determining, in the Town's interest, that the materials furnished and the work done, as the work progresses, conforms to the requirements of the Contract Documents. Such persons shall have unrestricted access to all parts of the work and to other places at and where the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted. They shall be given, by the Contractor, all facilities and assistance required to carry out their work of inspection.

It is not the function of the Town of Rocky Hill Inspector to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Town of Rocky Hill Inspector is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Town of Rocky Hill Inspector shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the Contract Drawings, working drawings, Specifications, and Contract, and it shall be permissible for him to do so at any time during the progress of the work.

No work shall be done except in the presence of the Town of Rocky Hill Inspector or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Town of Rocky Hill Inspector. Any materials or workmanship found at any time to be defective, or not of the quality or character required by the Contract Drawings and Specifications, shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Contract Drawings and Specifications, and work not so constructed shall be removed and made good by the Contractor at this own expense and free of all expense to the Town of Rocky Hill, whenever so ordered by the Town of Rocky Hill, without reference to any previous oversight or error in inspection.

A **24 hour notice** is required to arrange for an inspection.

#### **5. OBLIGATION OF THE CONTRACTOR**

The Contractor shall, at his own expense, provide any and all manner of supervisor, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before completion of this Contract. The Contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

The Contractor shall, at its own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, and structures, vehicles and pedestrians and shall be liable for all damages, occasioned in any way by his act or neglect or that of this agent, employees, or workmen. He shall provide access at all times to private property.

#### **6. NONDISCRIMINATION IN EMPLOYMENT**

The Contractor agrees and warrants that, in the performance of this Contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County or Municipal law.

#### **7. PERSONAL ATTENTION AND COMPETENT WORKMEN**

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress to receive directions or instructions from the Town of Rocky Hill Town Engineer or Inspector. The Contractor shall employ at the site, during the performance of the work, a competent superintendent or foreman who shall be satisfactory to the Town of Rocky Hill Town Engineer or Inspector and who shall not be changed, except with the consent of the Town of Rocky Hill Town Engineer or Inspector, unless he shall cease to be an employee of the Contractor. Such superintendent or foreman shall represent and have full authority to act for the Contractor in his absence, and all directions and instructions given such superintendent or foreman shall be as binding as if given to the Contractor.

The Contractor shall employ only competent, skillful men to do the work, and whenever the Town of Rocky Hill Town Engineer or Inspector shall notify the Contractor in writing that any man on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the Town of Rocky Hill Town Engineer or Inspector.

#### **8. LIABILITY OF CONTRACTOR FOR EMPLOYEES**

Each and every employee of the Contractor and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Town of Rocky Hill. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any materialmen, whatsoever.

#### **9. CONTRACTOR'S WAGE CERTIFICATION FORM** *Not Applicable*

The Contractor or his authorized agent will be required to sign the Contractor's Wage Certification Form at the time of Contract execution.

## **10. OSHA/FEDERAL REGULATIONS**

Contractors are responsible to meet all OSHA/Federal requirements including but not limited to hearing protection, Hazardous material regulations, blood borne pathogen regulations, breathing apparatus regulations, confined space entry regulations, drug and alcohol testing for CDL drivers, etc.

- Project to which the material is consigned.
- Name of Contractor to which material is supplied.
- Item number and description of material.
- Quantity of material represented by the certificate.
- Means of identifying the consignment, such as label, marking, lot numbers, etc.
- Date and method of shipment.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and shall be notarized.

The Contractor shall be responsible for any testing, materials certificates, and inspections required under individual sections of the Special Provisions.

## **11. CERTIFIED TEST REPORTS AND MATERIALS CERTIFICATES**

For such items and materials as the Contract documents may specify, or the Engineer may designate during the preconstruction meeting or prior to delivery at the Project site, the Contractor shall furnish a certified test report and a materials certificate. The certified test report and materials certificate shall be forwarded to the Engineer. Materials which require such documentations may be conditionally incorporated in the work prior to receipt by the inspector of a certified test report and a materials certificate; however, payment for such incorporated material will not be made prior to receipt of a certified test report and materials certificate which show that the material meets the requirements of the Contract. If the certified test reports and materials certificates show that the material conditionally incorporated in the work does not meet the requirements of the Contract, such material shall be removed and replaced by the Contractor with material which does meet the requirements. All test reports shall conform to CDOT Form 816.

## **12. MATERIALS AND WORKMANSHIP**

It is the intent of the Specifications to describe fully and definitely the character of materials and workmanship furnished regarding all ordinary features and to require first-class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Town of Rocky Hill Town Engineer or Inspector to require first class work and materials in all respects and such interpretation shall be accepted by the Contractor.

### **13. MATERIALS AND MANUFACTURED ARTICLES**

All materials and workmanship shall be subject to the approval of the Town of Rocky Hill Town Engineer or Inspector and shall be in conformity with approved modern practice.

Unless otherwise specifically provided for in the Specifications, all materials incorporated in the work shall be new, of standard and first-class quality, and of the best workmanship and design. No inferior or low grade, material will be either approved or accepted, and all work of assembly and construction must be done in a neat, first-class, and workmanlike manner.

### **14. UNNOTICED DEFECTS**

The inspection of the work and materials by the Town of Rocky Hill Town Engineer or Inspector shall not relieve the Contractor of any of his obligations to fulfill this Contract, as herein described, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such work and materials had been previously overlooked by the Town of Rocky Hill Town Engineer or Inspector and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before final acceptance of the whole work, the Contractor shall forthwith make good such defects, in a manner satisfactory to the Town of Rocky Hill Town Engineer or Inspector.

### **15. COORDINATION WITH OTHER CONTRACTORS AND UTILITIES**

During the progress of the work, existing utilities may be found to be in close proximity to or in conflict with the work being installed. The Contractor shall make every effort to identify and locate these utilities before working in the area. If it is known or found that these utilities exist the Contractor shall contact the appropriate utility and alert them to the situation. Should an existing utility be found to be in close proximity to the work the Contractor shall take all the necessary precautions to protect the utilities and his work. Should existing utilities be found to conflict with the work the Contractor shall arrange with the utility company for their adjustment. No additional compensation will be made for delays, inconvenience or damage sustained by the Contractor due to interference from the above-noted utility appurtenances or the operation of locating, installing or moving them or the inability of others to perform their work in a timely manner.

### **16. PERMITS**

The Contractor shall keep himself fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Town of Rocky Hill and its representatives and agents against any claim or liability arising from, or based on, any violation of the same.

Permits, license and temporary easements necessary for the prosecution of the work shall be secured and paid for by the Contractor. Property and easements for permanent structures or permanent changes in existing facilities shall be secured or paid for by the Town. No permit fee will be assessed for work within Town right-of-way.



The Contractor shall make arrangements with adjacent property Town of Rocky Hills such trespass as he may reasonably anticipate in the prosecution for the work. All such arrangements shall be reported in writing to the Town Engineer.

**17. ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Rocky Hill harmless from loss when a particular manufacture, produce, or process is specified by the Town of Rocky Hill.

**18. GUARANTEE**

The Contractor guarantees that the work done under this Contract and the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee is for a term of one (1) year from, and after, the date upon which the final estimate of the Town of Rocky Hill Town Engineer or Inspector is formally approved by the Town of Rocky Hill. It is hereby agreed and understood that this guarantee shall not include making any repairs made necessary by any cause or causes other than defective materials furnished by, or defective work done by, the Contractor.

**19. INDEMNIFICATION/HOLDHARMLESS**

The contractor shall at all times indemnify and save harmless the Town of Rocky Hill, its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Rocky Hill or (b) the contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor or material man or by reason of his or their use of faulty, defective or unsuitable materials, tools or equipment of defective design in constructing or in performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse the Town of Rocky Hill for damage to property of the Town of Rocky Hill caused by the contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

The contractor shall hold and save the Town, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in this bid.

## **20. NO WAIVER OF RIGHTS**

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Town of Rocky Hill or of the Town of Rocky Hill Town Engineer or Inspector, or of any representatives of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Town of Rocky Hill Town Engineer or Inspector.

Before any final certification shall be allowed, the Contractor shall be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and material furnished under this Contract, and furthermore, that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this Contract by the Town of Rocky Hill or anyone acting for it, or on its behalf, shall be held as a waiver of any other or subsequent breach thereof.

## **21. MANDATORY NEGOTIATION**

Contractor and the Town of Rocky Hill agree that they will attempt to negotiate in good faith any dispute of any nature arising under this contract. The parties shall negotiate in good faith at not less than two negotiation sessions prior to seeking any resolution of any dispute under the provisions of arbitration paragraph of this contract. Each party shall have the right to legal representation at any such negotiation session.

## **22. VERBAL STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Town of Rocky Hill Town Engineer or other representatives of the Town of Rocky Hill, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written Agreement.

## **23. VALIDITY OF AGREEMENT**

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

## **24. RISK OF LOSS**

The Contractor agrees to bear all risk of loss; injury or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the bidder from any obligation under this bid. Delivery shall be F.O.B.

## **25. VERIFICATION OF DATA**

The quantities of work to be done and the materials to be furnished under this Contract, as given in the accompanying "Instructions To Bidders" and on the Proposal form, are approximate estimates for the purpose of comparing bids on a uniform basis. Neither the Town of Rocky Hill, its officers, agents and employees are to be held responsible for the data or information given relative to said quantities or that given on the Plans relative to existing conditions. The Contractor has judged for himself as to such quantities and as to other circumstances affecting the cost of the performance of this Contract, and he shall not at any time assert that there was any misunderstanding in regard to the character or amount of work to be done and materials and labor to be furnished.

## **26. ASSIGNMENTS**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of the work provided therein, or of his right, title or interest therein, to any person, firm partnership or corporation without the written consent of the Town Engineer. If any part of the work is sublet, sold, transferred assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith.

## **27. COMPLETION OF WORK BY TOWN OF ROCKY HILL**

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified; or if at any time the Town of Rocky Hill shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed; or if the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the Town of Rocky Hill, the Town of Rocky Hill may notify the Contractor to discontinue all work, or any part thereof under his Contract, by a written notice to be served upon the Contractor as herein provided.

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Town of Rocky Hill shall thereupon have the power to contract for the completion of the Contract, in the manner prescribed by law; or to place such and so many persons as it may be deemed advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; or to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work; and to procure other materials and equipment for the completion of the same; and to charge the expense of said labor, materials and equipment to the Contractor.

The expense so charged shall be deducted and paid by the Town of Rocky Hill out of such moneys as may be due, or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any art thereof; and in case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Town of

Rocky Hill within five (5) days of written demand therefore; and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the Town of Rocky Hill shall pay such difference to the Contractor within five (5) days of written demand.

## **28. MODIFICATIONS**

The Contractor, in entering into this Contract, understands that the Town of Rocky Hill reserves the right to modify, to the extent herein provided, the arrangement, character, grade, or size of the work or appurtenances whenever, in the Town of Rocky Hill's opinion, it shall be deemed necessary or advisable so to do. Minor changes in the work, not involving extra cost and consistent with the purposes of the work, may be made by verbal order, but no modifications involving extra work or material changes shall be made unless ordered in writing by the Town of Rocky Hill Town Engineer or Inspector; and if the modification requires additional cost, a purchase order must be issued prior to work commencing. The Contractor shall and will accept such modifications when ordered in writing by the Town of Rocky Hill through the Town of Rocky Hill Town Engineer or Inspector, and the same shall not vitiate or void this Contract.

Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Town of Rocky Hill Town Engineer or Inspector. If such modifications result in a decrease in the cost of work involved, and equitable deduction from the Contract price, to be determined by the Town of Rocky Hill Town Engineer or Inspector, shall be made. The Town of Rocky Hill Town Engineer or Inspector's determination of such additional compensation, or of any such deduction, shall be based upon the unit prices in the Contractor's bid, unless the modification involves work not included in such bids and then in the event, the modification shall be as set forth in Section 29.- Extra Work prior to the commencement of additional work. In no event shall any modification in the work shown on the Plans and Specifications be made unless the nature and extent thereof has first been certified by the Town of Rocky Hill Town Engineer or Inspector in writing and sent to the Contractor.

## **29. EXTRA WORK**

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Town of Rocky Hill Town Engineer or Inspector, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Town of Rocky Hill Town Engineer or Inspector, and in no case will any work or materials in excess of the amount shown in the Plans and Specifications be paid for unless so ordered. Additionally, if the extra work requires additional cost, a purchase order must be issued prior to work commencing. No claim for delay shall be made as a result of this process. No voucher, claim or charge against the Town shall be paid, nor is the Town liable for any voucher, claim or charge unless a purchase order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal,

and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:

1. An agreed on lump sum price, or
2. The reasonable cost, as determined by the Town of Rocky Hill Town Engineer or Inspector, of all necessary labor, including insurance and payroll taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The equipment rental charge shall be at prevailing rates usually paid locally but shall in no case exceed the amount prorated on the basis of the monthly equipment rental rates compiled by the Associated Equipment Distributors.

When extra work is performed by an approved subcontractor, the Contractor shall be entitled to five percent (5%) of the direct cost of the subcontractor's work to cover his overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men. The Contractor shall give the Town of Rocky Hill Town Engineer or Inspector access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Town of Rocky Hill Town Engineer or Inspector before the fifteenth (15th) day of the month following that during which each specific order was complied with by him.

### **30. EXTENSION OF TIME**

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time mentioned, he has taken into consideration, and made allowance for, all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the Town of Rocky Hill Town Engineer or Inspector, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection, or war, or by the abandonment of the work by the workman engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the Town of Rocky Hill, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Town of Rocky Hill Town Engineer or Inspector thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Town of Rocky Hill Town Engineer or Inspector, in his discretion, shall award in writing, and his decision shall be final and conclusive upon the parties.

### **31. RATE OF PROGRESS AND TIME OF COMPLETION**

The Contractor shall commence work within ten (10) calendar days of the date of the Notice to Proceed. The rate of progress shall be such that the whole work shall be performed and the grounds cleared up in accordance with the Contract and Specifications unless extensions of time shall be made for the reasons, and in the manner, stated under Section 30-Extension of Time.

Since the re-establishment of lawns may be beyond the Contract period, the Contractor will be expected to return in the fall. A written request for extension due to unusual circumstances may be granted by the Town Engineer and Highways. Fall seeding is to take place between August 15th and October 15th.

The Contract Time of Completion includes time for the Contractor to obtain approval of an Erosion and Sediment Control Plan, as applicable.

### **32. DELAYS OR TERMINATION BY GOVERNMENTAL AUTHORITIES**

Notwithstanding any other provision(s) of this contract, the parties agree that in the event of a stop work order from the State Department of Transportation, Department of Environmental Protection, or any other State or Federal agency, no additional compensation will be made by Town of Rocky Hill to Contractor for delays, inconvenience or damage sustained by Contractor due to such order, including, without limitation, damages for loss of use of equipment or idle equipment. Similarly, in the event of a termination of the project by the State DOT, DEEP or any other State or Federal agency, no additional compensation will be made by Town of Rocky Hill to Contractor for the termination, or for any delay, inconvenience or damage sustained by Contractor due to such termination, including, without limitation, damages for loss of use of equipment or idle equipment. In the event of such termination, the Town of Rocky Hill Town Engineer or Inspector shall prepare a final certificate for the entire amount of work done up to the effective date of termination. The provisions of Section 17- Guarantee shall apply to all work completed as of the effective date of any stop Work order, as if the effective date was the date upon which the final estimate of the Town of Rocky Hill Town Engineer or Inspector is formally approved by the Town.

### **33. LIQUIDATED DAMAGES**

The Contractor shall pay to the Town of Rocky Hill for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Section 31-Rate of Progress and Time of Completion, or within the extension of time he may be granted as provided in Section 30-Extension of Time, the sum of Two Hundred Dollars (\$750.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Town of Rocky Hill will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Town of Rocky Hill shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

If the Contractor ceases operation for ten (10) working days cumulative or consecutive, the Town of Rocky Hill shall reserve the right to consider the contract void and the performance bond shall be forfeited to the Town of Rocky Hill.

### **34. PARTIAL PAYMENT**

On, or about, the last day of the month, the Town of Rocky Hill Inspector shall make an approximate estimate of the value of the work done and of the materials incorporated into the work.

The Owner will pay the Contractor, within 30 days of receipt of an estimate, ninety-five percent (95%) of the total estimated value of the work done, as estimated by the Town of Rocky Hill Inspector less previous payments. Partial payments will not be made whenever the amounts of the estimate or estimates of work done since the last previous estimate are less than \$2,000.00.

The Town of Rocky Hill Inspector shall, as soon as practicable after the completion of work, make a final certificate of the entire amount of the work done under this Contract, and the value thereof, and the Owner shall, within thirty (30) days after such final estimate is approved, pay the entire sum so found to be due hereunder, after deducting there from all previous payments and also all percentages and deductions to be retained under any of the provisions of this Contract.

Before payment of each estimate, the Contractor shall provide the Owner with a mechanic's lien waiver from the Contractor and all persons who have done work or furnished materials under this Contract.

### **35. PAYMENT**

Invoices shall be furnished to the Department Head for verification and approval of the amount due the Vendor. Final payment will not be made until final acceptance by the Town of Rocky Hill of all vehicles, equipment, materials, or services. After Department Head approval/acceptance, payment shall be made within 30 days. Late payments will not be accepted until 45 days after approval/acceptance. Terms and conditions other than those noted above must be stated on bid. A **5% retainage** of payments covering the guarantee period of one year from date of acceptance shall be held prior to the release of the Performance Bond.

### **36. PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY**

The Contractor shall provide and maintain all necessary watchmen, barricades, flashing lights and warning signs and take all necessary precautions for the protection of the public. He shall continuously maintain adequate protection of all work against damage, and shall take all reasonable precautions for protection of the Town from injury or loss arising in connection with this Contract. He shall make good any damage injury or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions, except such as may be to errors in the Contract Documents, or caused by agents or employees of the Town. He shall adequately protect adjacent private and public property, as provided by Law and the Contract. No direct payment will be made for this item. Erosion controls may be requested if conditions are warranted and as determined by the Town Engineer or Enforcement Officer.

### **37. CLEANING UP**

The Contractor must remove all debris of every description as the work progresses leave the surroundings in a neat and orderly condition to the satisfaction of the Town Engineer and Highways. Upon completion, and before acceptable and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish and miscellaneous debris and leave the site in a neat and presentable condition. Rough grading should occur after forms are removed to avoid tripping hazards.

### **38. EXISTING IMPROVEMENTS**

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated in the specifications or drawings, it will be the responsibility of the Contractor to restore, as nearly as practical to their original condition all improvements on public or private property.

The Contractor shall give ample notice to the various utilities so that Contractor shall cooperate and coordinate his work so that the least interference is caused by the utilities. The Contractor shall support all utility lines uncovered due to trench excavation. All utility locations shown on the plan are approximate. Final depths and locations should be coordinated between the contractor and the utility company.

### **39. INSURANCE REOUREMENTS**

#### **General**

The Contractor shall not commence work under the contract until he has obtained all insurance required under this article and the Town of Rocky Hill has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the Town and shall be subject to the approval of the Town for adequacy of protection before the execution of the contract.

Unless requested otherwise by the Town of Rocky Hill, the Contractor and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Town of Rocky Hill. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

Certificates from the insurance carrier shall be filed in triplicate with the Town and shall state the limits of liability and the expiration date for each policy and type of coverage. The Town of Rocky Hill shall be named as an additional insured. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the Town not less than (10) days before the expiration of such policies.

#### **Termination or Changes**

All policies relating to this contract shall be so written that the Town shall be notified of cancellation or change at least sixty (60) days prior to the effective date of such cancellation or change. No such change shall be made without prior written approval of the Town. The



Contractor shall keep all the required insurance in continuous effect until the date the Town designates for the termination of the Contractor's responsibility

**Claims**

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

**Compensation**

There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

An **X** indicates insurance requirements for this bid.

**X** A. **Commercial General Liability Insurance**

The Contract shall take out and maintain during the life of this contract, and for two years after expiration of this contract, Commercial General Liability Insurance whose forms and conditions shall be subject to the terms of this provision and approval of the Town. In addition, such insurance shall be primary over any collectible and valid insurance of the Town and insured with companies with a minimum Best's rating of A-IX. Such insurance shall contain, without limitation, the following endorsements and/or provisions: Broad form contractual liability covering oral and written contracts; aggregate limit of liability to apply on a per job basis; explosion, collapse and underground hazards; coverage for the contractor or any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance which shall be in the following minimum limits of coverage:

\$1,000,000	each occurrence bodily injury to or death of all persons
\$1,000,000	property damage covering premises and operations liability
\$1,000,000	personal and advertising injury each occurrence
\$2,000,000	bodily injury/property damage aggregate limit
\$1,000,000	completed operations and products liability

**X** B. **Commercial Automobile Insurance**

The Contractor shall take out and maintain during the life of this contract, Commercial Automobile Insurance, which shall cover the operation of all motor vehicles, owned by the Contractor. Such insurance shall also cover the hired and non-owned autos of the Contractor and insured with companies with a minimum Best's rating of A-IX and the amounts of such insurance shall be in the following minimum limits:

\$1,000,000	each accident bodily injury to or death of all persons
\$1,000,000	property damage each accident
\$1,000,000	hired and non-owned autos
\$2,000,000	bodily injury/property damage aggregate limit

**X** C. **Worker's Compensation and Employer's Liability Insurance**

With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor and subcontractor shall carry workmen's compensation

insurance in accordance with the requirements of the laws of the State of Connecticut. The Contractor shall take out and maintain during the life of this contract, Workers Compensation and Employers Liability Insurance for all of Contractor's employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide such coverage for all employees of the latter unless such employees are covered by the protection of the Contractor.

\$100,000	each accident
\$100,000	disease each employee
\$500,000	disease policy limit

OR

“Certificate of Solvency” issued by Connecticut Workers' Compensation Commission for self-insurers.

D. Professional Errors and Omissions Insurance

The Contractor shall take out and maintain, if so required by the Town of Rocky Hill, during the life of this contract, and for two years after expiration of this contract, for Professional Errors and Omissions Insurance (i.e. architects, engineers, etc.):

\$1,000,000	per claim
\$2,000,000	aggregate limit

E. Commercial Umbrella Liability

The Contractor shall take out and maintain, if so required by the Town of Rocky Hill, during the life of this contract, and for two years after expiration of this contract, Commercial Umbrella Liability Insurance whose forms and conditions shall be subject to the terms of this provision and approval of the Town. In addition, such insurance shall be primary over any collectible and valid insurance of the Town and insured with companies with a minimum Best's rating of A-IX. Such insurance shall contain, without limitation, a following form endorsement, which shall not diminish, restrict or exclude coverage provided by any primary underlying policies. The amounts of such insurance shall be in following minimum limits:

\$5,000,000	each occurrence
\$5,000,000	aggregate limit

X F. Town of Rocky Hills and Contractors Protective Liability Insurance

The Contractor shall purchase and maintain during the life of this contract an Town of Rocky Hills and Contractors Protective Liability Policy in the name of the Town of Rocky Hill and insured companies with a minimum Best's rating of A-IX and the amounts of such insurance shall be in the following minimum limits:

\$1,000,000	each occurrence bodily injury to or death of all persons
\$1,000,000	property damage covering premises and operations liability
\$2,000,000	bodily injury/property damage aggregate limit

If Contractor/Vendor is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Contract/Agreement, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any. The contractor shall maintain coverage for the duration of the contract and for two years following the completion of the contract.

A Purchase Order for work shall not be issued until the Finance Director has received the required Insurance Certificate (3 copies), which names the Town as an additional insured.

#### **40. PERFORMANCE, LABOR AND MATERIALS (PAYMENT) BOND**

If this is a construction project or a bid for services over \$50,000 then the contractor will be required to submit a Performance Bond for the satisfactory completion of the work and a Labor and Materials (Payment) Bond for the payment of debts pertaining to materials, rental of equipment, and labor used or employed for completions of the contract. The amount of the bond shall be one hundred percent (100%) of the total amount of the bid. The contractor, when awarded the bid must submit within 10 days of the bid award, and before beginning the work or signing a contract, the Performance and Labor and Materials Bond. The Performance and Labor and Materials Bond shall be made out in favor of the Town of Rocky Hill and executed by a surety company authorized to do business in the State of Connecticut. The Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond or Certified Bank Check. The Labor and Materials Bond may be furnished in the following manner: Surety Bond or Certified Bank Check. The Performance and Labor and Materials Bond will be required as security by the successful bidder for faithful performance of his/her contract.

#### **41. GRATUITIES**

The Town may, by written notice to the contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town, amending, or the making of any determinations with respect to the performing of such contract. In the event the Town pursuant to this provision cancels this contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of the gratuity.

#### **42. MSD SHEETS**

Contractors will be responsible to obtain or create a list of the hazardous chemicals and the Material Safety Data Sheets for the materials their contractor or employees are using or delivering in the course of their work. Vendors shall supply such data to receiving department/office at time of delivery.

#### **43. RIGHT OF THE TOWN OF ROCKY HILL TO TERMINATE CONTRACT**

Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Town, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Town shall constitute contract default.

In the event of default or that any of the provisions of this Contract are violated by the Vendor, or by any of his Subcontractors, the Town may serve written notice upon the Vendor of his intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Vendor.

If contract is terminated, the Town of Rocky Hill reserves the right to award bid to next lowest responsible. In either event, the defaulting contractor (or his surety) shall be liable to the Town for cost to the Town in excess of the defaulted contract prices.

# **TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS**  
**TOWN OF ROCKY HILL**

**SECTION 1**

**1. Scope**

The intent of the solicitation is to obtain a contractor to perform drainage improvements in Buckley Park and restore the eroded area to its previous state. It will be the responsibility of the contractor to determine the appropriate construction methods to complete the project. **NOTE: The town will supply all up to 1000 CY of fill and will cut and remove trees.**

**2. Work Limits**

Work limits are shown on the plan. Any areas disturbed outside this area by the contractor are the responsibility of the contractor.

**3. Work Hours**

Monday through Friday between 7:00 am and 4:30 pm

There shall be no work on Saturdays, Sundays and all town observed Holidays (list to be provided to low bidder).

**4. Permits**

The Town of Rocky Hill will waived the permit fees for work on town roads. The Town of Rocky Hill has been granted a wetlands permit for the project

**5. Call Before You Dig**

Utility lines as shown are approximate. The contractor is responsible for notifying Call Before You Dig (1-800-922-4455) prior to any on-site or off-site excavation. Current CBYD tickets shall be submitted to the town.

**6. Construction Layout**

Construction layout will be provided by the Town.

**7. Site Inspection**

It is the responsibility of the contractor to visit and familiarize themselves with the site and the existing conditions prior to submitting their bid.

## **SECTION 2**

1. All work done under these specifications is to be accomplished in accordance with the Town of Rocky Hill Technical Specifications hereto. Any additional material and construction methods not listed shall conform to applicable provisions of the State of Connecticut; Department of Transportation specifications entitled Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, Dated 2016 and all subsequent revisions. "Form 817" is hereby made part of this contract. "Form 817" may be purchased from:

Connecticut Department of Transportation, Plan Sales Office  
160 Pascone Place  
Newington, Connecticut 06111

or may be viewed at the State of Connecticut, Department of Transportation's web site at <http://www.ct.gov/dot>

All references to Commissioner, Department, Engineer, and State anywhere within the Form 817 shall be interpreted to mean the Town of Rocky Hill Town Engineer or his authorized agent or his authorized agent or his/her duly authorized agent. Any questions or ambiguity regarding any definitions shall be brought to the immediate attention of the Town Engineer or his authorized agent.

2. The Contractor is responsible for the satisfactory disposal of surplus material. The Town of Rocky Hill does not have a designated disposal area. All costs associated with disposal shall be included in the bid price for the work.
3. All trees will be cut and removed by the town. It is the responsibility of the contractor to grub the area.
4. The Town will provide up to 1000 CY of fill
5. This project to be paid as a lump sum. Work includes but not limited to the following:
  - Grub and remove stumps
  - Install and maintain erosion control measures
  - Remove and replace 55 lf of existing ACCMP
  - Install new catch basin in parking lot
  - Install 3 new drop manholes
  - Install 190 lf of 15" corrugated ADS and 10 lf of 15" smooth wall ADS
  - Install Rip Rap apron
  - Asphalt patch in parking lot
  - Fill gulley created by erosion
  - Loam, seed and restore areas of disturbance with erosion control mat
  - Remove erosion control measures once site stabilized
  - Install 6" BCLC on northern end of parking lot