



CONTRACT DOCUMENTS

SIDEWALK CONSTRUCTION AND REPAIR 2016

BID NUMBER 2016-004

ROCKY HILL, CONNECTICUT



*Prepared By
Town of Rocky Hill Engineering Dept.
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March 9, 2016

OUTLINE OF BID DOCUMENTS

TOWN OF ROCKY HILL

Engineering Department
761 Old Main Street
Rocky Hill, Connecticut 06067

BID NUMBER: **2016-004**

ISSUED: **March 9, 2016**

DATE OF BID OPENING: **March 30, 2016**

TIME OF BID OPENING: **2:00 PM**

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

PRE-BID CONFERENCE: **None**

SUMMARY OF DESCRIPTION OF BID: **Sidewalk Construction and Repair 2016**

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INVITATION TO BID
TOWN OF ROCKY HILL

Engineering Department
761 Old Main Street
Rocky Hill, Connecticut 06067

BID NUMBER: **2016-004**

ISSUED: **March 9, 2016**

DATE OF BID OPENING: **March 30, 2016**

TIME OF BID OPENING: **2:00 PM**

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

PRE-BID CONFERENCE: **None**

SUMMARY OF DESCRIPTION OF BID: **Sidewalk Construction and Repair 2016**

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 Wednesday March 30, 2016 at 2:00 P.M. at which time the bids will be publicly opened and read. **Bids received after 2:00 P.M. on March 30, 2016 will not be accepted, NO EXCEPTIONS.**

The project consists of the removing 800 LF of HMA sidewalk and installing 960 LF of new concrete sidewalk on Main Street (Route 99) and various sidewalk repairs within the same general area.

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 Sopelak, P.E, Town of Rocky Hill Engineering Department, (860) 258-2766.

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

Sealed bids for **Sidewalk Construction and Repair 2016** 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 30, 2016 at 2:00 P.M. at which time the bids will be publicly opened and read. Bids received after 2:00 P.M. on March 30, 2016 will not be accepted, NO EXCEPTIONS. Plans and Specifications will be available on Wednesday March 9, 2016 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

This contract is subject to state set-aside and contract compliance requirements.

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

Finance Director, Town of Rocky Hill

INSTRUCTION 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 Director of Engineering and Highways 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 Director of Engineering and Highways to be of equal substance and function.

The Contractor shall not subcontract the work under this project without written approval of the Director of Engineering and Highways, 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 Statues.

14. CHRO 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.

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

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

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. 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

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 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.

NOTICE TO BIDDERS

**MANDATORY CERTIFICATION FOR USE OF THE
LIMITED EXEMPTION FOR A PAVING OR SIDEWALK CONTRACT**

At their November 18, 2015 meeting, the Commissioners of the Commission on Human Rights and Opportunities exercised their authority under Conn. Gen. Stat. 46a-56(b) to issue a limited contract compliance exemption for ***state funded municipal contracts for paving or sidewalks*** that meet the following conditions.

I. Contract Eligibility for the Limited Exemption.

1. The contract must be a municipal public works contract for the performance of street paving or for sidewalks; and
2. The contract must involve state funding or financing in an amount exceeding \$50,000 and less than \$200,000.00; and
3. The performance of the contract is necessary for safety reasons (hazardous conditions would exist if the work was not performed); and
4. The contractor identified to perform the contract has informed the municipality that it will not be able to use any subcontractors or suppliers to perform the work on the contract. Instead, the contractor will perform the entire contract on its own; and
5. The contract must be entered into prior to June 30, 2016.

II. Effect of the Limited Exemption

The limited exemption will allow a paving contract or sidewalk contract that meets the above criteria to be performed without the requirement of compliance with the set aside program **CONN. GEN. STAT. § 4a-60g**.

III. Required Actions Under the Limited Exemption

The following actions must still be performed in connection with every contract for which a municipality has utilized the Limited Exemption:

1. The municipality through its highest ranking non-elective chief executive officer, its chief operations officer, city manager (or if no such capacity exists or such managerial functions are not filled, the municipality's highest ranked elected official) must submit this original-signed and dated MANDATORY CERTIFICATION FOR USE OF THE LIMITED EXEMPTION FOR A PAVING OR SIDEWALK CONTRACT.
2. The Municipality must still inform the contractor of the nondiscrimination requirements CONN. GEN. STAT. §§ 4a-60, 4a-60a and 4a-60g prior to the submission of bids, and include the nondiscrimination language in the contract.
3. The Bidder Notification Form must be completed and submitted by each contractor bidding on the state funded municipal public works contract.
4. The nondiscrimination language required by CONN. GEN. STAT. §4a-60 and §4a-60a, must be included in the language of the contract.
5. The municipality must inform the contractor of the municipality's application of this Limited Exemption and the criteria involved and the contractor's CHRO obligations and responsibilities as a result of the use of the Limited Exemption.
6. If the contractor awarded the contract employs fifty (50) or more employees, the contractor must submit an Affirmative Action Plan to the Commission on Human Rights and Opportunities within 30 days following the award of the contract.
7. Pursuant to the exemption, the Commission understands that the contractor will not be subcontracting any work on the contract and as such, it will not be required to comply with the set aside provisions of CONN. GEN. STAT. §4a-60g.
8. The Municipality understands that this Limited Exemption will have no precedential value in connection with any other request for exemption.

LIMITED EXEMPTION CERTIFICATION

I, _____ (Print Name), represent the
 Town/City/other _____ (name of
Municipality), I hold the authority and responsibility of the chief executive

officer/chief operating officer/city manager or the top managerial official of the municipality or (only in the absence of the municipality function identified, identify the top ranked elected authority) I hold the elected position of Mayor, First Selectman, _____ in charge of the management of the municipality. My address is _____ . My telephone number is (_____) _____ . In my capacity as _____ for the Town/City/ _____

(print) I have reviewed the above LIMITED EXEMPTION information and I hereby certify to the following:

I have reviewed and understand all of the Limited Exemption Contract Eligibility criteria identified in Part I above. Having reviewed the circumstances of the subject contract identified below, I have determined that the contract identified below satisfies all of the eligibility criteria identified above.

I am applying the CHRO's Limited Exemption identified above to the contract identified below.

I have reviewed and I understand the Limited Exemption actions required of the municipality and of the contractor. On behalf of the Town/City/ _____ (identify other form of municipality), I assure the CHRO that this municipality will perform all respective actions that are identified in Part III above. This Municipality will inform the contractor below that the Limited Exemption identified in Part II above is applied to the Contract below, subject to the performance of the respective contractor actions identified in Part III above.

Information to identify Subject Contract:

Name of contractor: _____

Address of contractor: _____

Telephone number of contact person: () _____

Contract number or identifying name: _____

Explanation of the work to be performed _____

Location(s) of work to be performed: _____

Value of the total contract: _____

Value of the state funding and/or financing in contract: _____

Date the Contract was entered: _____

I hereby certify that the above information is true and correct.

(Original Signature Only)
Name (Print):

Title

Date

BID FORMS

Bid Form

References

Affirmative Action Statement

Non-collusive Statement

BID FORM

TOWN OF ROCKY HILL

BID NUMBER: **2016-004**

ISSUED: March 09, 2016

DATE OF BID OPENING: **March 30, 2016**

TIME OF BID OPENING: **2:00 PM**

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

PRE BID CONFERENCE: **None**

SUMMARY DESCRIPTION OF BID: **Sidewalk Construction and Repair 2016**

APPROX QUANTITIES	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
4,560	<u>ITEM 1</u> Removal/Disposal 5" Concrete Sidewalk _____ Dollars and _____ cents, s.f.		S.F.	
240	<u>ITEM 2</u> Removal/Disposal 8" Reinforced Concrete Sidewalk _____ Dollars and _____ cents, s.f.		S.F.	
10	<u>ITEM 3</u> Borrow _____ Dollars and _____ cents, c.y.		C.Y.	
310	<u>ITEM 4</u> Sawcut Existing Bituminous Concrete Pavement _____ Dollars and _____ cents, l.f.		L.F.	
66	<u>ITEM 5</u> Drill Dowel Holes for Expansion Joints _____ Dollars and _____ cents, pair		Pair	
183	<u>ITEM 6</u> Expansion Joint with 2 Dowels _____ Dollars and _____ cents, ea		EA.	
3,352	<u>ITEM 7</u> Install New 5 (five) Inch Concrete Sidewalk - Complete in Place _____ Dollars and _____ cents, s.f.		S.F.	

APPROX QUANTITIES	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
4,560	<u>ITEM 8</u> Replace/Repair 5 (five) Inch Concrete Sidewalk _____ Dollars and _____ cents, s.f.		S.F.	
456	<u>ITEM 9</u> Install New 8 (eight) Inch Reinforced Concrete Sidewalk - Complete in Place _____ Dollars and _____ cents, s.f.		S.F.	
240	<u>ITEM 10</u> Replace/Repair 8 (eight) Inch Reinforced Concrete Sidewalk _____ Dollars and _____ cents, s.f.		S.F.	
6	<u>ITEM 11</u> Handicap Ramp w/Detectable Warning Strip at BCLC Curbing _____ Dollars and _____ cents, ea		EA.	
1	<u>ITEM 12</u> Handicap Ramp w/Detectable Warning Strip at Granite Curbing _____ Dollars and _____ cents, ea		EA.	
10	<u>ITEM 13</u> Bituminous concrete for patching of driveway apron or driveway _____ Dollars and _____ cents, ton		Ton	
100	<u>ITEM 14</u> Bituminous concrete lip curbing _____ Dollars and _____ cents, l.f.		L.F.	
5,320	<u>ITEM 15</u> Lawn Restoration _____ Dollars and _____ cents, s.f.		S.F.	

APPROX QUANTITIES	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
3	<u>ITEM 16</u> Lawn Drain * <i>If Needed</i> _____ Dollars and _____ cents, ea		EA.	
150	<u>ITEM 17</u> 4" PVC Drain Pipe * <i>If Needed</i> _____ Dollars and _____ cents, l.f.		L.F.	
3	<u>ITEM 18</u> Core RCP Pipe or Catch Basin * <i>If Needed</i> _____ Dollars and _____ cents, ea		EA.	
2	<u>ITEM 19</u> Remove, Protect, Reinstall Signs _____ Dollars and _____ cents, ea		EA.	
1	<u>ITEM 20</u> Replace Mailbox _____ Dollars and _____ cents, l.f.		EA.	

TOTAL _____

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:

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

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

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

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:

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

Surety: _____

Address: _____

Name: _____ Phone # _____

Bank: _____

Address: _____

Name: _____ Phone # _____

Major Material Supplier: _____

Address: _____

Bidder

BID BOND

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

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the **Sidewalk Construction and Repair 2016**.

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

_____(L.S.)
Principal

Surety

By: _____

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

NON-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.

Bidder-Company Name

Date

Name & Title (Printed)

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 Director of Engineering or Inspector. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Town of Rocky Hill Director of Engineering or Inspector. From time to time during the progress of the work, the Town of Rocky Hill Director of Engineering 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 Director of Engineering 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 Director of Engineering or Inspector. Corrections of errors and omissions in the Drawings or Specifications may be made by the Town of Rocky Hill Director of Engineering or Inspector when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Town of Rocky Hill Director of Engineering or Inspector. The effect of such corrections shall date from the time that the Town of Rocky Hill Director of Engineering or Inspector gives due notice thereof to the Contractor.

3. TOWN OF ROCKY HILL DIRECTOR OF ENGINEERING OR INSPECTOR'S DECISION

All work under this Contract shall be done to the satisfaction of the Town of Rocky Hill Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering or Inspector and who shall not be changed, except with the consent of the Town of Rocky Hill Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering and Highways.

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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director. 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering or Inspector, shall be made. The Town of Rocky Hill Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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 Director of Engineering 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, DEP 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 Director of Engineering 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 Director of Engineering 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 (\$200.00) 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 he 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 Director of Engineering and Highways 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 Director of Engineering 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 REOUIREMENTS

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

All work and materials shall be in conformance with the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004 as amended and these Technical Specifications. If a discrepancy occurs between Form 816 and these specifications, the Town specifications will govern. Materials must be from a State Certified Vendor.

All work and materials must be inspected by the Director of Engineering and Highways or his agent. A **24 hour notice** is required to arrange for an inspection.

1. REMOVAL/DISPOSAL OF 5" CONCRETE SIDEWALK

Description: Work under this item shall include the removal and disposal of 5" concrete sidewalk including necessary saw cuttings, labor and equipment.

Construction Method: Removal of existing sidewalks shall be between expansion joints, formed joints or saw cut joints only. Care shall be exercised in removal at doweled expansion joints to retain the existing dowels in the sidewalk.

Existing sidewalks to be removed which are not located at formed or expansion joints shall be saw cut at dummy joints to a depth of 2 inches using an approved concrete cutting saw in neat straight lines. The remaining concrete shall be broken off in reasonably vertical edges. Extreme care shall be exercised to avoid "Breakbacks".

It shall be the responsibility of the Contractor to find an approved location to dispose of all surplus excavated materials, removed cement concrete sidewalk slabs, stumps and unsuitable material.

The Contractor shall notify the Town of the approved disposal location to be utilized prior to commencing work under this contract.

Method of Measurement: Work will be measured for payment by the number of square feet of sidewalk removed.

Basis of Payment: Work under this item shall be paid at the unit price per square foot of *Removal/Disposal of 5" Concrete Sidewalk* removed, which price shall include saw cutting, removal, disposal, equipment, tools, labor and work incidental thereto.

2. REMOVAL/DISPOSAL OF 8" REINFORCED CONCRETE SIDEWALK

Description: Work under this item shall include the removal and disposal of 8" reinforced concrete sidewalk and removal and disposal of adjacent 1' strip of bituminous concrete driveway.

Construction Method: Removal of existing sidewalks shall be between expansion joints, formed joints or saw cut joints only. Care shall be exercised in removal at doweled expansion joints to retain the existing dowels in the sidewalk.

Existing sidewalks to be removed which are not located at formed or expansion joints shall be saw cut at dummy joints to a depth of 2 inches using an approved concrete cutting saw in neat straight lines. The remaining concrete shall be broken off in reasonably vertical edges. Extreme care shall be exercised to avoid "Breakbacks".

It shall be the responsibility of the Contractor to find an approved location to dispose of all surplus excavated materials, removed bituminous concrete pavements, removed cement concrete sidewalk slabs, stumps and unsuitable material.

The Contractor shall notify the Town of the approved disposal location to be utilized prior to commencing work under this contract.

Method of Measurement: Work will be measured for payment by the number of square feet of sidewalk removed, including the adjacent 1' strip of bituminous concrete driveway.

Basis of Payment: Work under this item shall be paid at the unit price per square foot of *Removal/Disposal of 8" Reinforced Concrete Sidewalk* which includes saw cuttings of concrete, removal and disposal of concrete, removal and disposal of the adjacent 1' strip of bituminous concrete driveway equipment, tools, labor and work incidental thereto. Payment for saw-cutting bituminous concrete is paid under Item 4, Saw-cut existing bituminous concrete pavement.

3. BORROW

Description: If excavated material for the installation of new cement concrete sidewalks is not of sufficient quantity or acceptable quality to bring low areas of the sidewalk and abutting slopes to the proposed finished grade, additional gravel fill material shall be brought to the project.

Method of Measurement: Work will be measured for payment by the number of cubic yards of material placed and accepted.

Basis of Payment: Work under this item shall be paid at the bid unit price for cubic yard of *Borrow* complete in place, which includes all equipment, tools, labor and work incidental thereto.

4. SAW CUT EXISTING BITUMINOUS CONCRETE PAVEMENT

Description: Work under this item will include saw cutting across driveways and pavement at handicap ramp locations.

Construction Method: This item will be determined in the field by the Director of Engineering and Highways or his agent. The ends of the bituminous concrete driveway to be removed shall be cut to the full depth using a saw made for that purpose.

Method of Measurement: Work will be measured for payment by the number of linear feet of bituminous pavement cut.

Basis of Payment: Work under this item shall be paid at the bid unit price for per linear foot of *Saw Cut Existing Bituminous Concrete Pavement* which includes all equipment, tools labor and work incidental thereto.

5. DRILL DOWEL HOLES FOR EXPANSION JOINTS

Description: This item is to be used at ends of existing concrete sidewalks where formed or expansion joints do not have dowels.

Construction Method: Drill a pair of holes 3/4 inch in diameter 12 inches deep into existing concrete sidewalks

Method of Measurement: Work will be measured for payment by the number of pairs of 3/4 inch holes drilled.

Basis of Payment: Work under this item shall be paid at the bid unit price per pair of *Drill Dowel Holes for Expansion Joints* which includes all labor, materials, tools, equipment and work incidental thereto.

6. EXPANSION JOINT WITH 2 DOWELS

Description: Work under this item shall include installation of an expansion joint with two 5/8 inch dowels.

Construction Method: Work under this item shall be installed as ordered by the Director of Engineering and Highways or his agent in accordance with the details for new cement concrete sidewalks and at ends of existing cement concrete sidewalks where holes have been drilled to accept dowels. Dowels shall be 5/8 inch **smooth** round dowels, 24 inches long in accordance with the details. Both ends of said dowels shall be wrapped in aluminum foil to prevent concrete from adhering to the bar.

Expansion joint material shall be 1/2 inch thick and be full depth of the sidewalk thickness (5" or 8"). The joint material shall be asphaltic made for that purpose.

Expansion joints must be placed every 15' from the beginning and end of **every** pour and where the 5" deep concrete meets the 8" deep concrete. Expansion joints are to be placed in forms **before** concrete is poured. Joints must **not** be pushed through wet cement. This whole assembly is to be placed in forms before pour.

Method of Measurement: Work will be measured for payment by the number or expansion joints, including two dowels installed.

Basis of Payment: Work under this item shall be paid at the bid unit price per each *Expansion Joint with 2 Dowels* complete in place, which includes all labor, materials, tools, equipment and work incidental thereto.

7. INSTALL NEW 5 (FIVE) INCH CONCRETE SIDEWALK - COMPLETE IN PLACE

Description: Work under this item shall consist of all work necessary to install new 5" concrete sidewalks, including excavation, processed aggregate base course and finish grading adjacent to the walk, in the locations and to the dimensions as shown on the plans or as ordered by the Director of Engineering and Highways or his agent.

Material: Base material for this work shall be 3/4 inch processed aggregate conforming to DOT Form 816 material specification M.05. and must be from a **State Certified Vendor.**

Concrete for this work shall be six percent (6%) Air-entrained Class "C" Concrete with minimum compression strength of 3500 psi. conforming to DOT Form 816 material specification M.03. and must be from a **State Certified Vendor.**

Construction Methods:

Base

Excavation shall be made to the required depths below the finished grade, as shown on the plans or as directed. Excavation shall include earth and bituminous concrete pavement. It shall be the responsibility of the Contractor to find an approved location to dispose of all surplus excavated materials, removed bituminous concrete pavements, stumps and unsuitable material.

Base must be excavated to 17" below finished grade of the walk. It shall be placed meeting Town Specifications in two separate lifts of 6" and compacted thoroughly by suitable machinery. Base depth must be 12" for 5" sidewalk.

Forms

2" X 4" WOOD FORMS ARE NOT PERMITTED.

Forms are to be made of standard steel construction or **if necessary** 2" x 6" wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. The form shall be securely staked, braced and held firm to the line and grade and shall be tight to prevent leakage.

All forms shall be cleaned and oiled each time they are used for a pour.

The cross slope for a 4' walk is 1" slope toward gutter or as directed by the Director of Engineering and Highways or his agent to meet existing conditions.

Sidewalk radii may be formed with plywood if properly supported and pinned.

Concrete

Prior to the placement of concrete in the forms, the subgrade shall be thoroughly dampened so that it is moist throughout, but without puddles of water.

Concrete shall be placed at a slump of no greater than 3 inches and shall only be placed when suitable temperatures prevail.

No water is to be added to the mix without the Director of Engineering and Highways or his agent's approval.

Expansion Joints

Expansion joints must be placed every 15' from the beginning and end of **every** pour and where the 5" deep concrete meets the 8" deep concrete. Expansion joint material must be 1/2" x 5". Two 5/8" x 24" **long smooth** steel bars are to be used at every expansion joints.

Expansion joints are to be placed in forms **before** concrete is poured. Joints must **not** be pushed through wet cement. The steel bars are to be asphalt dipped or foil covered at both ends through expansion joint. This whole assembly is to be placed in forms before pour.

Finishing

When the concrete has been placed in the forms, struck off to grade and allowed to partially set (when all the water and water sheen has left the surface), said time not to exceed one (1) hour, the surface of the concrete shall be finished with a wood float or by other approved means.

After floating, the surface shall be floated with a steel trowel until a smooth even surface is obtained, and then it shall be broomed to a satisfactory finish with a fine bristle broom. Care shall be taken not to bring an excess of sand or water to the surface by over brooming.

Tooled joints (depth: 1-1/2" for 5", 2" for 8") shall be formed every five (5) feet with a jointing tool. A jointer shall be used to form a rounded edge not exceeding 1/4 inch radius at all surface edges.

Curing Covers

Acceptable covers are cotton curing mats or waterproof paper.

Backfilling and Removal of Surplus Material

The sides of the sidewalk shall be backfilled with suitable material and rough graded after forms are removed to prevent trip hazard. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Director of Engineer or his agent. Loam, fine grading and seeding should take place when weather permits and as soon as possible. Spring - April 1st to June 15th Fall - August 15 to October 15th

Protection of the Work

Lighted barricades should be placed around new walks and all excavations at end of day's work. Any work destroyed by weather or by vandals will not be accepted and Contractor will be responsible for replacement.

Sealing Concrete

All concrete is to be sealed with Consolideck® Saltguard® WB or approved equal and applied per manufactures specifications.

Method of Measurement: Work will be measured for payment by square foot of 5" sidewalk installed and accepted. A copy of the delivery ticket will be collected by the Director of Engineering and Highways or his agent.

Basis of Payment: Work under this item shall be paid at the bid unit price per square foot for *Install 5" (Five) Inch Concrete Sidewalk - Complete in Place*, which includes all excavation as specified above, backfill, disposal of surplus material, processed aggregate base, relocation of signs, mailboxes or fences, sealer, all labor, materials, tools, equipment and work incidental thereto. Payment for expansion joints is paid under Item 7: Expansion Joints with 2 Dowels

8. REPLACE/REPAIR 5 (FIVE) INCH CONCRETE SIDEWALK

Description: Work under this item shall consist of all work necessary to replace/repair 5” concrete sidewalks, constructed on an existing processed aggregate base course and to obtain finished grades adjacent to the walk, in the locations and to the dimensions as shown on the plans or as ordered by the Director of Engineering and Highways or his agent.

Material: Materials under this section shall be the same as for Item 7, Install New 5 (five) Inch Concrete Sidewalk Complete in Place.

Construction Methods: Work under this section shall be the same as for Item 7, Install New 5 (five) Inch Concrete Sidewalk Complete in Place with the following modifications:

The sidewalk shall be constructed on the existing base course. Base material removed during the removal/disposal of 5” sidewalk shall be replaced with 3/4 inch processed aggregate to obtain finished grades if necessary. In areas where unsuitable material is encountered or tree roots have been removed, a new base shall be prepared.

Method of Measurement: Work will be measured for payment by square foot of 5” sidewalk installed and accepted. A copy of the delivery ticket will be collected by the Director of Engineering and Highways or his agent.

Basis of Payment: Work under this item shall be paid at the bid unit price per square foot for *Replace/Repair 5” (Five) Inch Concrete Sidewalk*, which includes replacing processed aggregate base, relocation of signs, mailboxes or fences, all labor, materials, tools, equipment and work incidental thereto. Payment for removal and disposal of existing 5” concrete sidewalk is paid under Item 1: Removal/Disposal 5” Concrete Sidewalk. Payment for expansion joints is paid under Item 7: Expansion Joints with 2 Dowels

9. INSTALL NEW 8 (EIGHT) INCH REINFORCED CONCRETE SIDEWALK - COMPLETE IN PLACE

Description: Work under this item shall consist of all work necessary to install new 8” reinforced concrete sidewalks, including excavation, processed aggregate base course and finish grading adjacent to the walk in the locations and to the dimensions as shown on the plans or as ordered by the Director of Engineering and Highways or his agent.

Material: Materials under this section shall be the same as for Item 7, Install New 5 (five) Inch Concrete Sidewalk Complete in Place with the following modifications:

Reinforcing Steel shall be 6" x 6" No. 8 gage welded wire fabric conforming to DOT Form 816 material specification M.06.

Construction Methods: Work under this section shall be the same as for Item 7, Install New 5 (five) Inch Concrete Sidewalk Complete in Place with the following modifications:

Base

Base depth must be 9" for 8" sidewalk and compacted in two separate lifts of 6" or less.

Forms:

Eight (8") inch sidewalks are to be formed to **full depth** using 8" steel forms or **if necessary** 2" x 8" wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. Forms must remain in place for 48 hours for commercial drives or high early strength concrete may be used if next day access is desired.

Reinforcing Steel:

6" x 6" No. 8 gage welded wire fabric shall be installed. (As shown on detail sheet)

Protection of the Work:

At driveways to be opened to traffic the following day, high early strength concrete shall be used. At commercial driveways, one lane of access shall be open to traffic at all times. **The Contractor is responsible to coordinate work with adjacent property owners the day before work is to commence.**

Sealing Concrete

All concrete is to be sealed with Consolideck® Saltguard® WB or approved equal and applied per manufactures specifications.

Method of Measurement: Work will be measured for payment by square foot of 8" reinforced sidewalk installed and accepted. A copy of the delivery ticket will be collected by the Director of Engineering and Highways or his agent.

Basis of Payment: Work under this item shall be paid at the bid unit price per square foot for *Install New 8" (Five) Inch Reinforced Concrete Sidewalk - Complete in Place* which includes all excavation, backfill, disposal of surplus material, installation of processed aggregate base, relocation of signs, mailboxes or fences equipment, sealer, all labor, materials, tools, equipment and work incidental thereto. Payment for expansion joints is paid under Item 7: Expansion Joints with 2 Dowels. Payment for patch of driveways paid under Item 12 Bituminous concrete for patching of driveway apron or driveway

10. REPLACE/REPAIR 8 (EIGHT) INCH REINFORCED CONCRETE SIDEWALK

Description: Work under this item shall consist of all work necessary to replace/repair 5" concrete sidewalks, constructed on an existing processed aggregate base course and to obtain finished grades adjacent to the walk, in the locations and to the dimensions as shown on the plans or as ordered by the Director of Engineering and Highways or his agent.

Material: Materials under this section shall be the same as for Item 7, Install New 5 (five) Inch Concrete Sidewalk Complete in Place and Item 8, Install New 8 (Eight) Inch Reinforced Concrete Sidewalk, Complete in Place.

Construction Methods: Work under this section shall be the same as for Item 7, Install New 5 (five) Inch Concrete Sidewalk, Complete in Place and Item 8, Install New 8 (Eight) Inch Reinforced Concrete Sidewalk, Complete in Place with the following modifications:

The sidewalk shall be constructed on the existing base course. Base material removed during the removal/disposal of 8" sidewalk shall be replaced with 3/4 inch processed aggregate to obtain finished grades.

Method of Measurement: Work will be measured for payment by square foot of 8" sidewalk installed and accepted. A copy of the delivery ticket will be collected by the Director of Engineering and Highways or his agent.

Basis of Payment: Work under this item shall be paid at the bid unit price per square foot for *Replace/Repair 8" (Eight) Inch Reinforced Cement Concrete Sidewalk*, which includes replacing processed aggregate base, relocation of signs, mailboxes or fences, all labor, materials, tools, equipment and work incidental thereto. Payment for removal and disposal of existing 8" concrete sidewalk is paid under Item 2: Removal/Disposal 8" Reinforced Concrete Sidewalk. Payment for saw cutting driveways is paid under Item 4: Saw Cut Existing Bituminous Concrete Pavement. Payment for expansion joints is paid under Item 7: Expansion Joints with 2 Dowels

11. HANDICAP RAMP W/DETECTABLE WARNING STRIP AT BCLC CURBING

Description: Work under this item shall include installation of a handicap ramp with a detectable warning strip where the proposed ramp meets existing BCLC curbing.

Construction Method: Work under this item shall conform to Town of Rocky Hill Sidewalk Specifications Item 9, Install New 8 Inch Cement Concrete Sidewalk and installed as per details and at locations as shown on the plan. Work shall include all work necessary to install the handicap ramp and to obtain finished grades adjacent to the ramp, removal and disposal of any existing ramp, removal and disposal of BCLC curbing where necessary, all labor, materials, equipment, excavations, disposal of excess materials, compacted processed stone base, wire mesh, pavement patching, and BCLC curbing.

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 directed by the Engineer.

The Detectable Warning Strip shall be a prefabricated detectable warning surface tile as manufactured by Engineered Plastics Inc., Williamsville, NY, or approved equal. The tile shall have dimensions of 24" by 48" and have a **brick red** homogeneous color throughout or approved equal.

The Detectable Warning Strip shall be set directly in the poured concrete ramp according to the plans and the manufacturer's specifications or as directed by the Engineer

The void left between the existing BCLC curbing and the new ramp shall be filled with bituminous concrete lip curbing constructed to Town standards.

Method of Measurement: Work will be measured for payment by each handicap ramp installed

and accepted and shall include the detectable warning strip and adjacent BCLC. A copy of the delivery ticket will be collected by the Director of Engineering and Highways or his agent.

Basis of Payment: Work under this item shall be paid at the bid unit price per each *Handicap Ramp w/Detectable Warning Strip at BCLC Curbing* complete in place, which includes removal and disposal of any existing ramp, removal and disposal of BCLC curbing where necessary, excavations, disposal of excess materials, compacted processed stone base, wire mesh, pavement patching, BCLC curbing and all labor, materials, tools, equipment and work incidental thereto.

12. HANDICAP RAMP W/ DETECTABLE WARNING STRIP AT GRANITE CURBING

Description: Work under this item shall include installation of a handicap ramp with a detectable warning strip were the proposed ramp meets existing granite curbing.

Construction Method: Work under this item shall conform to Town of Rocky Hill Sidewalk Specifications Item 9 (Install New 8 Inch Cement Concrete Sidewalk) and installed as per details and at locations as shown on the plan. Work shall include all work necessary to install the handicap ramp and to obtain finished grades adjacent to the ramp, removal and disposal of any existing ramp, removal and disposal of granite curbing where necessary, all labor, materials, equipment, excavations, disposal of excess materials, compacted processed stone base, wire mesh, pavement patching, and concrete curbing.

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 directed by the Engineer.

The Detectable Warning Strip shall be a prefabricated detectable warning surface tile as manufactured by Engineered Plastics Inc., Williamsville, NY, or approved equal. The tile shall have dimensions of 24" by 48" and have a **brick red** homogeneous color throughout or approved equal.

The Detectable Warning Strip shall be set directly in the poured concrete ramp according to the plans and the manufacturer's specifications or as directed by the Engineer

The void left between the existing granite curbing and the new ramp shall be filled by forming a concrete curb constructed to Town standards.

Method of Measurement: Work will be measured for payment by each handicap ramp installed and accepted and shall include the detectable warning strip and adjacent concrete curb. A copy of the delivery ticket will be collected by the Director of Engineering and Highways or his agent.

Basis of Payment: Work under this item shall be paid at the bid unit price per each for *Handicap Ramp w/Detectable Warning Strip at Granite Curbing* complete in place, which includes removal and disposal of any existing ramp, removal and disposal of granite curbing where necessary, excavations, disposal of excess materials, compacted processed stone base, wire mesh, pavement patching, concrete curbing and all labor, materials, tools, equipment and work incidental thereto.

13. BITUMINOUS CONCRETE FOR PATCHING OF DRIVEWAY APRON OR DRIVEWAY

Description: Work under this item shall include the removal of and installation of driveway apron

or driveways as directed by the Director of Engineering and Highways or his agent.

Construction Method: Where bituminous concrete overlay is employed over driveways, the tapered ends shall be tack coated. Cut bituminous concrete joints shall also be tack coated and the joint between new and existing bituminous concrete driveway and sidewalk shall be sealed with hot asphalt and covered with sand to prevent tracking. Tack coat and joint sealing shall be included in the bid unit price for bituminous concrete.

The mix for the bituminous concrete shall conform to a “driveway mix” from a State Certified Vendor.

After the completion of apron or driveway, traffic shall be kept off it for a period of not less than 24 hours and until the apron has set sufficiently to prevent injury to the work.

Method of Measurement: Work will be measured for payment by ton of bituminous concrete placed, including base repair and tack coat, and accepted. A copy of the delivery ticket will be collected by the Director of Engineering and Highways or his agent.

Basis of Payment: Work under this item shall be paid at the bid unit price per ton for *Bituminous Concrete for Patching of Driveway Apron or Driveway* complete in place, which includes prep work, base repair, sweeping, tack coat and all labor, materials, tools, equipment and work incidental thereto.

14. BITUMINOUS CONCRETE LIP CURBING

Description: Bituminous concrete lip curbing shall consist of machine laid bituminous concrete, constructed on the pavement to the dimensions and details shown on the plans, or as ordered, and in conformity with the specifications.

Construction Methods: Material for curbing must be from a State Certified Vendor. And meet the provisions of DOT Form Section 4.06 shall govern except that the requirements pertaining to density will not apply. In addition, the curbing shall be constructed in accordance with the following requirements: Prior to the arrival of the mixture on the work, the surface of the pavement where the curbing is to be constructed shall be cleaned of all loose and foreign material. The surface, which shall be perfectly dry and clean at the time the mix is placed, shall be coated with an approved tack coat for just prior to placing the mixture.

On arrival at the site, the mixture shall be transferred from the truck to the hopper of the curbing machine; and the mixture shall be kept clean and free from dirt or foreign materials at all times.

The surface of the curbing shall be tested with a 10-foot straightedge, and any variation from a true line exceeding 1/4 inch shall be satisfactorily corrected. The only compaction required shall be that obtained by the approved mechanical curbing machine.

Where machine work is impractical, the Engineer may permit hand-laid curbing to be constructed.

If the design of the curbing machine is such that the outside wheels operate outside of the curb, the Contractor will be required to obtain a smooth surface by grading and consolidating the area on

which the outside wheel of the machine rides, and this work shall be done at his expense.

After the completion of curbing, traffic shall be kept at a safe distance for a period of not less than 24 hours and until the curbing has set sufficiently to prevent injury to the work.

Method of Measurement: This work will be measured for payment along the top of the curb and will be the actual number of linear feet of bituminous concrete lip curbing completed and accepted.

Basis for Payment: This work will be paid for at the contract unit price per linear foot for *Bituminous Concrete Lip Curbing* complete in place, which price shall include all materials, equipment, tools and labor work incidental thereto.

15. LAWN RESTORATION

Description: Work under this item shall include the backfilling, grading and restoration of lawns disturbed by the construction or repair of sidewalks and driveways.

Construction Methods:

1. The restored area shall be graded to drain and maximum slopes shall not exceed 4:1 (horizontal to vertical).
2. The contractors shall loam and seed each repaired area once the forms are stripped and before moving on to the next section.
3. Work shall include the installation of a minimum of 4 inches of screened topsoil, fertilizing and seeding and mulching of all disturbed areas as described below

Loam Cover

The work shall consist of placing and shaping loam or topsoil in areas designated. Loam shall consist of loose, friable, loamy topsoil, free of a mixture of subsoil, refuse, stumps, roots, rocks, brush, weeds and other material which will prevent the formation of a suitable seed bed. It shall contain not less than four per cent (4%) nor more than twenty percent (20%) organic matter. The area to be loamed shall have been shaped to a reasonable true surface within a tolerance of one-inch plus or minus of finished grade. Allowance shall be made for settlement. The loam shall be compacted using a tamper or roller. Any areas which do not match grade of walks will have to be brought back up to grade by adding additional loam.

Fertilizer

Equal to 5N-10 P2 0s - 5 K20 shall be applied uniformly at the rate of 15# 1,000 square feet. The fertilizer shall be uniformly scratched into the upper inch of loam.

Seeding

Grass seed shall conform to the proportions by weight and requirements of the following:

	Proportion By Weight-Percent	Min. Purity Percent	Min. Germination Percent
Kentucky Blue Grass	40	85	75
Creeping Red Fescue	40	95	90

Grass seed applied by hand or by cyclone-type mechanical distributor shall be spread at a rate of not less than ½ pound per hundred square feet.

Unless otherwise directed by the Engineer, seeding will be permitted between April 15 to June 15, and August 15 to October 15, when soil conditions and weather are suitable for such work.

One-half of the seed shall be sown in one direction and the other half at right angles. The seed shall be lightly raked into the soil to a depth of not over 1/4 inch, and then rolled with a hand roller weighing not more than 100 pounds per linear foot of length.

Seeded areas shall be watered and maintained until the grass on the seeded or turfed areas has attained a uniformly dense growth with a height of at least 3 inches. It is the Contractor's responsibility to water the grass until the 3 inch height is obtained.

Method of Measurement: This work will be measured for payment by square foot for lawn loamed and seeded and accepted.

Basis for Payment: This work will be paid for at the contract unit price per square foot for *Lawn Restoration* complete in place, which price shall include all materials, equipment, tools and labor work incidental thereto.

16. LAWN DRAIN * *If needed*

Description: Lawn Drains shall be installed in locations as shown on the plans or as directed by the Director of Engineering and Highways or his agent. Work under this item shall include the excavation, installation, backfilling and rough grading of a lawn drain.

Construction Methods: This item will be determined in the field by the Director of Engineering and Highways or his agent. The yard drain shall be NDS "SPEE-D-BASIN and GRATE" or approved equal and installed as per the manufactures directions. The lawn drain consists of a 9" square green grate, installed on a 6" riser, connected to a 3-way spee-d-basin outlet.

Method of Measurement: This work will be measured for payment by each for lawn drain installed and accepted.

Basis for Payment: This work will be paid for at the contract unit price per each for *Lawn drain* complete in place, which price shall include excavation, installation, backfilling, rough grading all materials, equipment, tools and labor work incidental thereto.

17. 4" PVC DRAIN PIPE * *If needed*

Description: Four (4") PVC Drain pipe shall be installed to connect lawn drains to existing catch basins or drain pipes in accordance with Town Specifications for trenching in locations shown on the plan or as directed by the Director of Engineering and Highways or his agent.

Construction Methods: Work under this item shall consist of furnishing and install 4" PVC solid pipe, elbows and sweeps as necessary to connect lawn drains to a catch basin or existing drainage

pipe as shown on the plan or as directed by the Director of Engineering and Highways. The pipe shall conform to the specifications of Advanced Drainage System (ADS) N-12 or equal.

Method of Measurement: This work will be measured for payment by each for lawn drain installed and accepted.

Basis for Payment: This work will be paid for at the contract unit price per linear foot for 4" *PVC Pipe* complete in place, which price shall include pipe, pipe bedding, all fittings, excavation, installation, backfilling, rough grading all materials, equipment, tools and labor work incidental thereto.

18. CORE RCP PIPE OR CATCHBASIN * *If needed*

Description: The connection between 4" PVC Drain pipe and existing catch basins or drain pipes shall be made by coring the catch basin or pipe and grouting. Work shall be in locations shown on the plan or as directed by the Director of Engineering and Highways or his agent.

Construction Methods: Work under this item shall consist coring the existing catch basin or drain pipe, installing the new 4" PVC drain pipe and grouting the joint.

Method of Measurement: This work will be measured for payment by each for cored connection made and accepted.

Basis for Payment: This work will be paid for at the contract unit price per each for *Core RCP Pipe or Catchbasin* complete in place, which price shall all materials, equipment, tools and labor work incidental thereto.

19. REMOVE, PROTECT, REINSTALL SIGNS

Description: This work shall consist of removing, protecting and reinstalling various traffic signs located along Cromwell Avenue within the project limits, in order to complete the sidewalk construction, as determined in the field.

Construction Methods: The construction and location of the signs shall follow the State of Connecticut standard details plan included in these contract documents.

Method of Measurement: This work will be measured for payment by each for signed removed, protected, reinstalled and accepted.

Basis for Payment: This work will be paid for at the contract unit price per each for *Remove, Protect, Reinstall Signs* complete in place, which price shall all materials, equipment, tools and labor work incidental thereto.

20. REPLACE MAILBOX

Description: This work shall consist of removing existing “catapult” mailbox and replacing it with a standard US Post Office approved mailbox and post.

Materials: Per the USPS documentation:

An approved US Postal Service mailbox. When using a curbside mailbox on a post near the street, the support should be secure and safe. The best supports are designed to bend or fall away if a car hits them. The Federal Highway Administration recommends:

- A wooden mailbox support no bigger than 4” x 4”
- A 2”-diameter standard steel or aluminum pipe
- Bury your post no more than 24” deep, so it can give way in an accident.

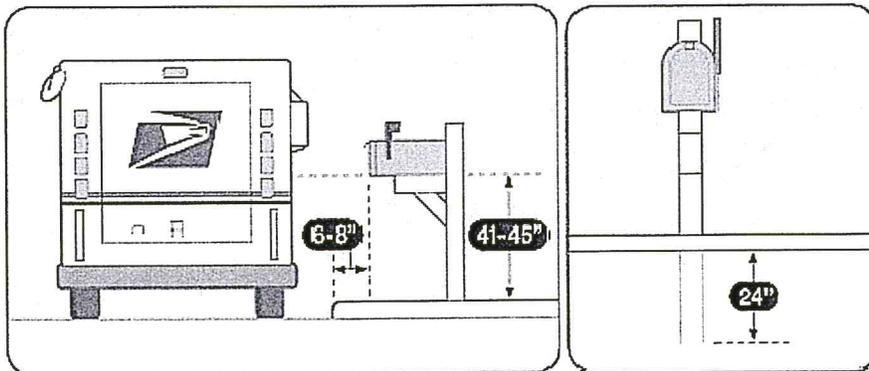
Don’t use potentially dangerous supports, such as:

- Heavy metal pipes
- Concrete posts
- Farm equipment, such as milk cans filled with concrete

In areas with lots of snow, we suggest a semi-arch or extended arm-type support. That way, snowplows will be able to sweep under without knocking it down.

Construction Methods: Because of varying road and curb conditions, the Postal Service™ recommends that you contact your local postmaster for approval of the location of your mailbox before you put it up.

Put a roadside mailbox where a carrier can safely reach inside without leaving the truck. That means positioning it about 41” to 45” off the ground and back about 6” to 8” from the curb. In the absence of a raised curb, contact your local postmaster for guidance.



Method of Measurement: This work will be measured for payment by each for mailbox removed, replaced and accepted.

Basis for Payment: This work will be paid for at the contract unit price per each for *Replace Mailbox* complete in place, which price shall all materials, equipment, tools and labor work incidental thereto.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

SIDEWALK CONSTRUCTION AND REPAIR 2016

1. INTENT

The intent of these specifications is to obtain a contractor to install 900± feet of new concrete sidewalk, install repair 1200± feet existing concrete sidewalk at various locations throughout the Town of Rocky Hill (see attached map). The nature of the repairs will be raising, lowering, removing and replacing existing sidewalk slabs and new construction. The Town will attempt to parcel the work in lots, by street, in order to minimize the inconvenience to the successful bidder.

2. WORK LIMITS

Contract limit lines for all sidewalk work are one foot beyond the edge of walk unless otherwise directed by the Engineer. Any areas disturbed outside this area by the contractor are the responsibility of the contractor.

3. WORK HOURS

The Contractor will not be allowed to perform any work:

Monday through Friday between 7:00 pm and 7:00 a.m.

All Saturdays and Sundays

All 2016 Town Holidays: Memorial Day (5/30), July 4th, Labor Day (9/5), Columbus Day (10-10), Veterans Day (11/11), Thanksgiving and the day after (11/24, 11/25) and Christmas/New Years (12/25-12/31)

5. RIGHT TO STOP WORK FOR WEATHER CONDITIONS

Should the work be carried on late in the year, and in the opinion of the Director of Engineering and Highways is in danger by reason of inclemency of weather or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Director of Engineering and Highways, and shall not resume them until ordered to do so by the Director of Engineering and Highways, when the weather conditions are favorable. The time of suspension should not be considered in the winter months. The Contractor shall upon such orders discontinue work, remove all materials or appliances for use by the public during the time the work is suspended as herein provided without cost to the Town.

6. PERMITS

Sidewalk construction in State Highways will require permits from the State Highway Department and municipal roadways will require Permits from the Town of Rocky Hill. Both permit processes require permit fees, bonds and insurance with forms available from the appropriate agency. For the State of Connecticut, the permit application may be obtained from their website at the following drop down menu: *Doing Business with Conndot – Permits and License Info – Highways – Encroachment Permits*

Web address: <http://www.ct.gov/dot/cwp/view.asp?A=1394&Q=259544>

The application may be filled out on line or hardcopy and delivered to Tim Isyk (860) 258-4541 at District 1, Connecticut DOT, Cromwell Ave, Rocky Hill, CT

Fees will be waived for work in town roads.

7. 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.

8. MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access in the event driveway access is cut off by the Contractor. The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private place for travelers, vehicles and access to hydrants. The Town shall be held harmless for any claims against the Contractor.

All excavated areas shall be barricaded by the contractor and lit with electrified flashers during the hours of darkness.

9. TRAFFIC CONTROL

Traffic control shall be provided by the contractor or when necessary, comply with Town of Rocky Hill Ordinance 264-14; An Ordinance Requiring the use of Police Personnel within Public Rights of Way on High Traffic Roads (see attached ordinance for roads). When police personnel is required, the contractor shall coordinate with the Engineering Department at least 48 hours prior to construction. The engineering department will arrange and pay for police personnel. If weather dictates that work to be cancelled for the day, a two (2) hour minimum cancellation notice must be given to the police.

10. TREES

Where roots of trees, branches, regardless of size, or any other obstruction interfere with proper installation of the sidewalk, the Contractor will furnish extra labor and necessary implements to remove these obstructions as ordered by the Director of Engineering and Highways or his authorized agent, and do all necessary cutting and fitting without extra compensation therefore.

11. PROPERTY MARKERS

Property line pins and concrete bound markers are to be protected during sidewalk construction. Any markers moved or destroyed during construction are to be reset by a licensed Land Surveyor at the Contractor's expense.

12. CONSTRUCTION LAYOUT

Construction layout will be provided by the Town.

AN ORDINANCE REQUIRING THE USE OF POLICE PERSONNEL WITHIN PUBLIC RIGHTS-OF-WAY ON HIGH-TRAFFIC ROADS

BE IT ORDAINED BY the Town Council of the Town of Rocky Hill that:

Purpose.

The purpose of this ordinance is to establish standards for the requirement of Police Officers to be present when, in the course of the opening of the roadbed, paving of the roadbed, trimming of trees over the right of way, trimming of trees on private property, repairs or construction on public roads or the laying or repairing of sewers, electrical telephone, gas lines, water or any type of telecommunications equipment, cable TV or other types of underground utilities or the installation of above ground utilities, which would interfere with the normal or regular flow of traffic within the Town of Rocky Hill, or the flow of vehicular or pedestrian traffic is impeded or displaced. In all cases, the priority shall be to provide for the safety and security of the general public and the workers in the work zone must be present to direct traffic on certain road traffic sites under certain conditions. These conditions are as follows:

Section 1. Police Personnel Required

- A. When work to be done on a “high traffic road” under this ordinance, and/or placement of any work equipment or work materials on a “high traffic road” interferes with the natural flow of traffic, causing a traffic safety concern as determined by the Chief of Police or his designee. (Safety concerns include but are not limited to weather conditions, visibility, line sight limitations, road surface conditions, gradation, and curvatures of roadways)
- B. When work to be done on a road not deemed to be a “high traffic road” or adjacent property under this ordinance, and/or placement of any work equipment or work materials on a road not deemed to be a “high traffic road”, interferes with the natural flow of traffic causing a traffic safety concern as determined by the Chief of Police or his designee. (Safety concerns include but are not limited to weather conditions, visibility, line sight limitations, road surface conditions, gradation, and curvatures of roadways)

Section 2. Procedure

Whenever work described in Section 1 A is being done on high-traffic roads, the Chief of Police or his designee must be given forty-eight (48) hours notice before such work begins. Such notice must include details of the work to be done, the number of police officers required, estimated time table of the project, and the name, title and phone number of contact person. Final decision as to the number of officers, duration of officers and usage of appropriate traffic control signage is to be made by the Police Chief or his designee prior to the start of work. In the event field conditions change, any changes to the number or duration of officers or signage must be approved by the Police Chief or his designee.

Section 3. Emergency Passage Requirement

At any time there is construction in any roadway within the Town of Rocky Hill a drive-through or passageway shall be maintained at all times of construction such that emergency vehicles may pass through or arrive at the construction site.

Section 4. Costs

The costs of the police officer required under this ordinance shall at all times be borne by the entity or persons doing the work.

Section 5. Exemptions

During an emergency situation as recognized by the Police Chief or his designee, (such as major power outages, flooding or severe snowstorm) when it is not possible to give forty-eight hour notice, utility companies may use their own employees as flagmen or safety officers until such time as the emergency is over and are exempt from this ordinance.

The Connecticut Department of Transportation shall be exempt from the provisions of this ordinance when performing work on State Highways and bridges.

The Town of Rocky Hill shall be exempt from the provisions of this ordinance when performing work on its own streets and bridges.

Section 6. Violations and Penalties

Person(s) conducting work in violation of any provision of this ordinance shall be required to cease work, and to comply with this ordinance until work may resume.

After such notice, the person in violation of any provision of this ordinance will be subject to the assessment of a fine of \$100.00 per day for each day work is being done, and required to remove all equipment, materials, and personnel from the roadway.

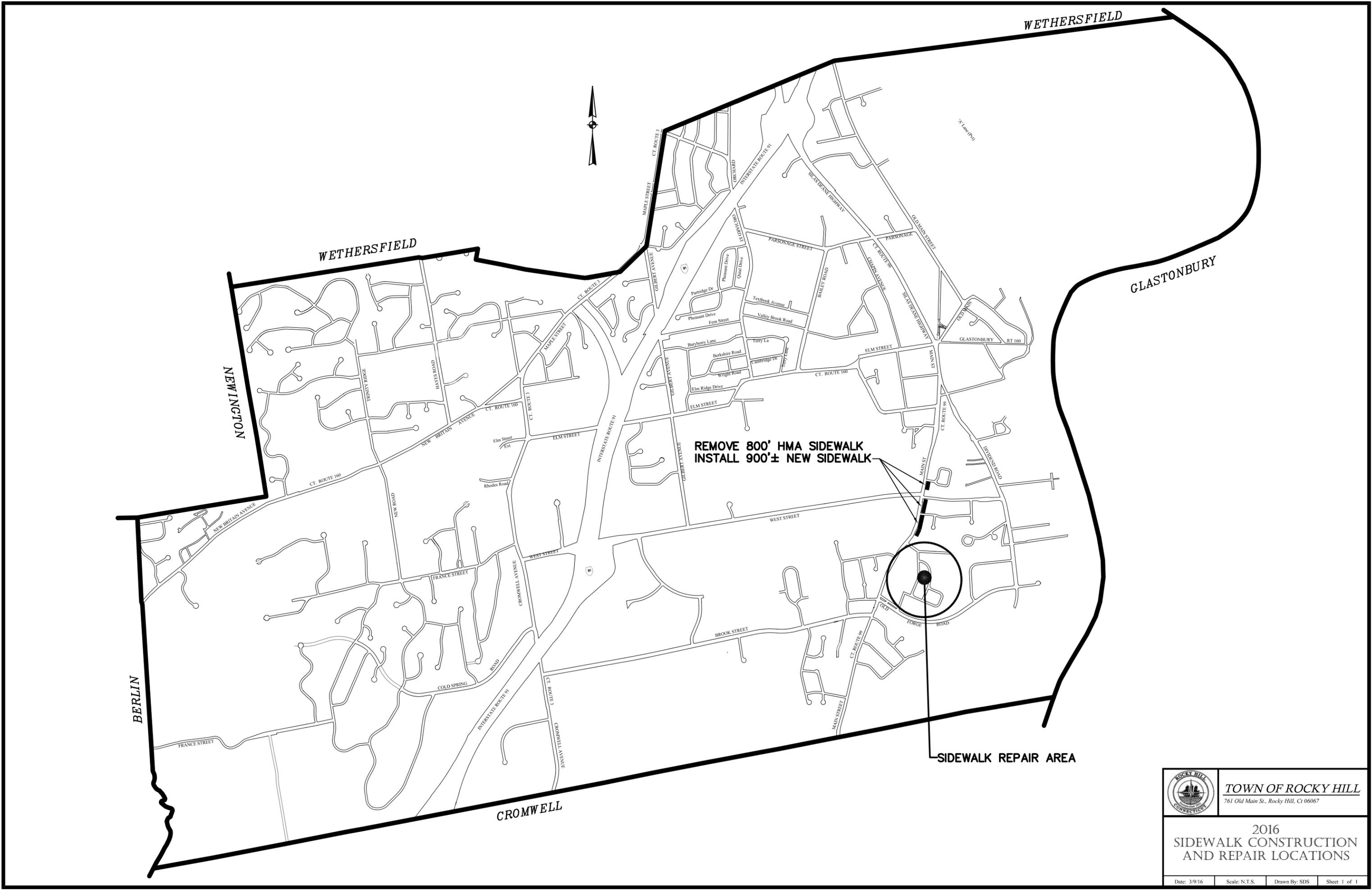
Section 7. High-traffic Roads are as follows:

- Bailey Road
- Brook Street
- Capital Boulevard
- Century Hills Drive
- Chapin Avenue
- Charter Road
- Church Street
- Cobey Road
- Cold Spring Road
- Cromwell Avenue
- Dividend Road
- Elm Street
- Falcon Ridge Drive
- Fern Street
- Forest Street

France Street
Gilbert Avenue
Glastonbury Avenue
Grimes Road
Hayes Road
Henkel Way
Main Street
Maple Street
Marshall Road
Meadow Road
New Britain Avenue
New Road
Old Forge Road
Old Main Street
Orchard Street
Parsonage Street
Pratt Street
Silas Deane Highway
Town Line Road
Trinity Ridge Drive
Valley View Road
Waters Avenue
West Street
Westerly Terrace
Woodfield Crossing

This ordinance will take effect in accordance with the Town Charter.

PLANS AND DETAIL SHEETS



TOWN OF ROCKY HILL
 761 Old Main St., Rocky Hill, Ct 06067

**2016
 SIDEWALK CONSTRUCTION
 AND REPAIR LOCATIONS**