

July 7th, 2022

**Town of Vernon, Connecticut**  
**Request for Proposals**  
**Windermere Fields #2 and #3**  
Contract # 2090



**Daniel A. Champagne, Mayor**  
**Michael J. Purcaro, Town Administrator**

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## GENERAL CONDITIONS (Town of Vernon)

## SPECIAL PROVISIONS

**Town of Vernon – Contract # 2090**  
***Windermere Fields – Construction of Fields #2 and #3***

***Invitation to Bid/Legal Notice***

The Town of Vernon, Connecticut is seeking bids from qualified contractors for the Construction of 2 Soccer Fields within the recreation complex being developed at 60 Windermere Avenue, Ellington, Connecticut. While this project is located within the corporate limits of the Town of Ellington, it is a Vernon Funded and Directed effort. The Project involves construction staking, grading of subsoils and topsoil, installation of miscellaneous drainage structures, sediment and erosion control measures, raking, hydroseeding/mulching and incidental construction associated with the development of the fields. A responding firm must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service.

Each bidder must provide a certified check or bid bond for five percent (5%) of the bid as provided in the information for Bidders. All bonds must be from sureties listed on the most recent U.S. Treasury Circular 570.

No Bid may be withdrawn for a period of 90 days after the actual date of the opening. It anticipated that the project award will be made on or before August 1<sup>st</sup>, 2022. The allowed time of completion for work under this contract is 120 days from the notice to proceed.

Plans and Specifications for this project may be obtained by accessing the Town of Vernon Website under the Legal Notices / Bids / Contracts section.

Questions about this RFP should be directed to David Smith, Town Engineer, by email only, to [dsmith@vernon-ct.gov](mailto:dsmith@vernon-ct.gov) no later than Tuesday, June 28, 2022 at 4:30 pm. Answers to inquiries will be posted by Thursday, June 30, 2022 on the Town's website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices) and at the Connecticut State Dept. of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing Contract #2090. It is the sole responsibility of the respondent to review any or all addendum or question responses.

Three copies of the proposal should be submitted in a sealed envelope, clearly marked “**BID DOCUMENT – DO NOT OPEN – CONTRACT #2090 -Windermere Fields #2 and #3**” on the outside of the envelope and delivered to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than Thursday, July 7, 2022 at 11:00 am. Emailed, faxed, or late bids will not be accepted.

Received bids will be opened publicly at 11:00am on Thursday, July 7, 2022 in the Town Council Chambers, 3<sup>rd</sup> floor, Town of Vernon Memorial Building, 14 Park Place.

The Town of Vernon, prior to the awarding of any contract, may require further financial and other information from any applicant who becomes the low bidder for that contract. The Town reserves the right to reject any or all proposals in whole or part, if in its sole determination, the proposal(s) are deemed to not be in the best interest of the Town of Vernon.

Michael J. Purcaro  
Town Administrator

## **INSTRUCTIONS TO BIDDERS**

### **1. USE OF SEPARATE BID FORMS**

These Contract Documents include a complete set of bidding and agreement forms.

### **2. INTERPRETATIONS OR ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Vernon Town Engineer. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued, will be posted on the Vernon Website at least five days before Bids are opened. It shall be each Bidder's responsibility to make inquiry as to the Addenda issued and all such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### **3. BIDS**

a.) Each bid must be submitted on the prescribed, separately bound bid forms. All blank spaces must be filled in as noted in ink. Bids must give the prices proposed both in words and figures and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.

b.) The Bidder shall sign the bid in the blank space provided for this purpose. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

#### **Bidders shall furnish with their bids the following:**

1. Bid Bond and Form of Surety Guaranty
2. Non-Collusion Affidavit of Prime Bidder (including notification of outstanding financial and other obligations to the Town of Vernon)
3. Statement of Bidder's Qualifications
4. Certificate as to Corporate Principal.

The information required under (1) to (4), inclusive, shall be furnished on the forms included in the separately bound Bid Insert and shall be subject to all requirements of the General Conditions, Special Conditions and the Specifications and Drawings.

c.) The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must submit a certification regarding Equal Employment Opportunity similar to that submitted by the Bidder. Approval of the subcontractor award cannot be given by the Owner unless and until the proposed subcontractor has submitted the certification and/or other evidence that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such certification by proposed subcontractors to its bid, the Bidder is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

d.) The Owner will consider informal any bid not prepared and submitted in accordance with the provisions hereof and may, at its option, waive any informalities or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered. No Bidder may withdraw a bid ninety (90) days after the actual date of the opening thereof.

#### **4. BID GUARANTY**

a.) The bid must be accompanied by a bid guaranty in the amount of five percent (5%) of the total bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bond (at par value) or a bid bond in the form attached.

The bid bond shall be secured by a guaranty or surety company authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. Bids will be considered non-responsive unless accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Town of Vernon. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b.) Revised bids submitted before the opening of the bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c.) Certified checks or bank drafts, or the amount thereof, bid bonds and negotiable U.S. Government bonds of successful Bidders, will be returned as soon as practicable after the opening of the bids.

#### **5. COLLUSIVE AGREEMENT**

a.) Each Bidder submitting a bid to the Town of Vernon for any portion of the work contemplated by the documents on which bidding is based, shall execute, and attach thereto, an affidavit substantially in the form herein provided to the effect that it has not colluded with any other person, firm or corporation in regard to any bid submitted.

b.) Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form herein provided in the section SUBCONTRACTS under General Conditions.

#### **6. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall, as noted in the Bid Package, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, its experience record in constructing the type of improvements embraced in the Contract and its organization and equipment available for the work contemplated; and, when specifically requested by the Town, shall also submit a detailed financial statement. The Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the obligations under the Contract and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

**7. UNIT PRICES**

The unit prices for each of the several items in the proposal of each Bidder shall include the pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision for, should conditions make it necessary to revise the quantities, increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis of the unit bid prices for such items.

**8. CORRECTIONS**

Erasures or other changes in the Bids must be noted over the signature of the Bidder.

**9. TIME FOR RECEIVING BIDS**

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered.

**10. OPENING OF BIDS**

At the time and place fixed for the opening of bids, the Town will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by a representative.

**11. WITHDRAWAL OF BIDS**

Bids may be withdrawn in writing received by the Town prior to the time fixed for the opening of bids. Bids may not be withdrawn and must remain in effect for ninety (90) days following bid opening, even if there are errors in a bid that are discovered after the opening.

**12. AWARD OF CONTRACT: REJECTION OF BIDS**

**a.)** If a contract is to be awarded, it will be awarded to the lowest responsible and qualified bidder. The Town of Vernon reserves the right to reject any and all bids in whole or in part or to waive any informality and non-material deficiencies in bidding if it is determined to be in the best interests of the Town of Vernon.

**b.)** The Town reserves the right to consider as unqualified to do the work required by these Contract Documents any Bidder who does not habitually perform with their own forces at least twenty-five percent (25%) of the dollar value of the work involved in construction of the improvements in these Contract Documents.

**c.)** The Town will not award the contract to any contractor who is, at the time of the award, ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.

**13. EXECUTION OF AGREEMENT, PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND**

a.) Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver, to the Town, the Agreement in the form included in the Contract Documents in such number of copies as the Town shall require.

b.) Having satisfied all conditions of award, as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the contract as awarded, less the amount of allowances included in the Bid Proposal, as security for the faithful performance of the contract and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract Documents and shall bear the same date or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the Town, authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.

c.) The failure of the successful Bidder to execute such agreement and to supply the required bonds or submit the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town grants, based upon reasons determined sufficient by the Town, shall constitute a default and the Bidder's bid bond or guaranty shall be forfeited to the Town of Vernon as liquidated damages. The Town may either award the contract to the next lowest responsible Bidder or re-advertise for bids and may charge against the defaulting Bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Town for a refund.

d.) The successful bidder shall have no contractual rights against the Town of Vernon unless and until the Agreement has been executed by both parties. Neither the submission of a bid, including the lowest responsible bid, nor the issuance of a notice of award shall give a bidder any contractual rights against the Town of Vernon.

**13. NOTICE TO PROCEED**

A notice to proceed will be issued by the Town of Vernon within thirty (30) calendar days after the execution of the contract by the Town or the deposition of the required bonds and insurance policies, whichever is last.

**14. SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the contractor shall:

a). Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971.

b). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

c). Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

**15. EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirements for insuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin or physical handicap.

**16. TAXES**

Bids should not include federal excise or state sales taxes (State Sales Tax exempt under Connecticut General State Statute Sec. 12-412 (1) as the Town is exempt from payment of any such taxes). The Town is also exempt from transportation taxes when goods are consigned to the Town. Tax exemption certificates will be furnished by the Supervisory Auditor-Accounts Payable upon satisfactory proof of delivery to the Town. Shipments should be consigned to the Town in care of the Contractor.

**17. SPECIFICATIONS**

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817 and supplements there to dated July 2018, and as supplemented in the special provisions is hereby made part of this contract, as modified by the Special Provisions contained herein. The Special Provisions relate in particular to the Windermere Fields #2 and #3 Construction Plans.

**18. CONTRACT AUTHORITY**

The contracting authority for this project is the Town of Vernon. The contact person is:

Mr. David A. Smith, PE, LS  
Vernon Town Engineer  
55 West Main Street  
Vernon, CT 06066  
(860) 870-3663

## TOWN OF VERNON CONTRACTOR'S CHECK LIST

PROJECT:

Windermere Fields #2 and #3

\*\*\*\*\*

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This check list is provided for the bidder's use and shall not be required for submittal. **The following forms shall be submitted in triplicate:**

### FORM DESCRIPTION

- |       |    |   |
|-------|----|---|
| _____ | 1. | BID PROPOSAL PAGES: pages B-1 to B-3                              |
| _____ | 2. | BID BOND: page F-1 to F-3   |
| _____ | 3. | CERTIFICATE AS TO CORPORATE PRINCIPAL: page F-4                   |
| _____ | 4. | FORM OF SURETY GUARANTY: page F-5                                 |
| _____ | 5. | NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER: page F-6 to F-7 |
| _____ | 6. | STATEMENT OF BIDDER'S QUALIFICATIONS: pages F-8 through F-12      |

**BID**  
**TOWN OF VERNON, CONNECTICUT**

**Project Name: Windermere Fields #2 and #3**

Bid Submitted by:

Company Name
Street Address
City, State and Zip Code
Contact
Telephone # (      )      Fax # (      )

Michael J. Purcaro, Town Administrator  
Town of Vernon  
14 Park Place  
Vernon, Connecticut 06066

Dear Mr. Purcaro:

The undersigned, having familiarized themselves with the existing conditions of the project area affecting the cost of the work and with the Contract Documents (which includes Invitation to Bid, Bid Form, Bid Bond, Instructions to Bidders, Non-Collusion Affidavit, Addenda, General Conditions, Special Conditions, Technical Specifications, Drawings as listed in the Schedule of Drawings and form of Surety Bond or Bonds as prepared by the Town of Vernon and on file at the Office of the Town Engineer, 55 West Main Street, Vernon, Connecticut 06066, hereby proposes to furnish all machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the work, all in accordance with the above listed Documents and submits, herewith, in conformity with the project manual and subsequent addenda, the following bid:

## Windermere Fields #2 and #3

RFP – 2090

11:00am on July 7, 2022

Bidder's Name: \_\_\_\_\_

### RFP for Vernon's Windermere Fields #2 and #3

Item number	Item Description	Units	Quantity	Unit price in figures	Unit Price in words	Total In figures
1	Mobilization/ Demobilization	ls	1			
2	Construction Staking	ls	1			
3	Temporary Silt Traps	ea	6			
4	Silt Fencing	lf	2000			
5	Strip and Stockpile Topsoil Field #2	cy	8750			
6	Shape Subsoil Field #2	sy.	17,500			
7	Place Topsoil Field #2	sy	17,500			
7.1	Shape Topsoil Field #3	sy	19,500			
8	Seedbed preparation Both Fields	sy	37,000			
9	Turf establishment Both Fields	sy.	37,000			

Total Amount (in figures) \_\_\_\_\_

Total Amount (in words) \_\_\_\_\_

## **Windermere Fields #2 and #3**

It is understood and agreed that the written Unit Prices bid for the quantities of work in the various item shall control the Contract award that the quantities noted are approximate, (estimated only for use in comparing bids); and that the sum obtained by multiplying the Unit Prices by the estimated quantities and, also, the total of these sums are inserted for the purpose of checking this Bid and for the convenience of the Bidder. The Unit Prices are to be paid for the actual quantities of the several classes of work in the completed work or structures. Should quantities be less than those shown for the Unit prices, only lesser, actual quantities will be allowed in calculating cost.

### **Notice to Bidders:**

The Bidder's attention is called to Section 10 of the "Information to Bidders" and Section 309 of the Special Conditions regarding the significance of the as-bid unit prices for this project.

The Bidder understands, by signing this Bid that the Town of Vernon may REJECT any bid that has unit prices which are, in the opinion of the Engineer, obviously unbalanced. The Bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, and equipment, pro rata profit and pro rata overhead costs to perform the work described in the Contract Documents.

In submitting this Bid, the Bidder understands that the Town of Vernon reserves the right to reject any and all bids, or to waive any informality in submitted bid documents.

If written notice of the acceptance of this Bid is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening of the Bid, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and deliver any Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to them for signature.

**Bid Bond:**

The undersigned herewith submits security equal to five percent (5%) of the Base Bid, the sum of:

\_\_\_\_\_ Dollars and  
\_\_\_\_\_ Cents  
\_\_\_\_\_ (\$ \_\_\_\_\_)

This security shall be the sole and exclusive property of the Town of Vernon as liquidated damages to the Town, if the undersigned fails to execute a Contract in conformity with the accompanying forms, after due date notification therefore in the Contract Documents.

**Other Conditions:**

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this Bid, or any other bid, or in the submitting of this Bid.

The Bidder is enclosing a statement of their qualifications and is prepared to submit a financial statement upon request.

The acceptance of subcontractors shall rest with the Town and their decision shall be final.

**Addenda:**

The bidder hereby acknowledges receipt of the following Addenda.

Addendum Number	Date Received	Signature

Bidder's Official Name and Address:		
_____		
Company Name		
_____		
Street Address		
_____		
City, State and Zip Code		
_____		
Contact		
_____		
Signature	Title	Date
_____	_____	_____

**BID BOND**

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

\_\_\_\_\_  
(Name of Principal)  
as PRINCIPAL, and \_\_\_\_\_  
as SURETY are held and firmly bound unto the Town of Vernon hereinafter called the "Town", in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_)  
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THE OBLIGATIONS IS SUCH THAT** whereas the principal has submitted the  
accompanying bid dated \_\_\_\_\_, 20\_\_\_\_ for \_\_\_\_\_

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening  
of same or if no period be specified within \_\_\_\_\_ days after the said opening and shall  
within the period specified therefore, or, if no period be specified within 10 days after the prescribed forms are  
presented to him for signature, enter into a written Contract with the Town of Vernon in accordance with the bid as  
accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance  
and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the  
failure to enter into such Contract and give such bond within the time specified, if the principal shall pay the Town of  
Vernon the difference between the amount specified in said Bid and the amount for which the Town of Vernon may  
procure the required work or supplies or both, if the latter amount be in excess of the former, than the above obligations  
shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Corporate Seal of each corporate party being hereto  
affixed and these presents duly signed by the undersigned representative pursuant to authority of the governing body.

\*\*\*\*\*

**For Sole Proprietor**

(Seal)

In Presence of:

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\*\*\*\*\*

**For Partnership:**

(Seal)

In Presence of:

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Partnership)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\*\*\*\*\*

**For Corporation:**

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Affix Corporate Seal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Affix Corporate Seal)

Countersigned:

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as principal in the within bond, that \_\_\_\_\_ signed the said bond on behalf of the principal was then \_\_\_\_\_ of said Corporation; that I know the signature and the signature thereto is genuine and that said bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of the governing body.

\_\_\_\_\_  
\_\_\_\_\_  
(Title) (Corporate

Seal)

(The Surety Company must append statement of their financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company and the power-of-attorney of the surety company's attorney-in-fact, authorized to act within the State of Connecticut)

**FORM OF SURETY GUARANTY**

(To accompany Bid)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation and for other valuable consideration, the

\_\_\_\_\_  
(Name of Surety Company)

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and licensed to do business in the State of Connecticut, certified and agrees, that if Contract

\_\_\_\_\_, Project Number \_\_\_\_\_, is awarded to

\_\_\_\_\_, the undersigned Corporation will execute the  
(Name of Bidder)

bond or bonds as required by the Contract Documents and will become Surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

\_\_\_\_\_  
(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).

**TOWN OF VERNON, CONNECTICUT**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER**  
**(including notification of outstanding financial and other obligations to the Town of Vernon)**

State of \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )      ss:

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative or agent) of \_\_\_\_\_  
\_\_\_\_\_ the bidder/proposer that has submitted the attached bid/proposal;  
(Bidder/Proposer Name)
2. He/She is fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such Bid/Proposal;
3. Such Bid/Proposal is genuine and is not collusive or sham Bid/Proposal;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Vernon or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and
6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

**7. Check one:**

\_\_\_\_\_ That neither this Bidder/Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has outstanding financial or other obligations to the Town of Vernon nor are they a party to any entity which has any such obligations.

\_\_\_\_\_ There are such outstanding obligations. (List all obligations on a separate sheet, indicate the nature of the obligation and the parties involved.)

8. That neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the Town of Vernon as required by State law.

**9. Listing of owners, partners, officers, representatives, agents and/or affiliates**

Name	Title	Affiliated Company (if none, state NONE)
1.		
2.		
3.		
4.		

(Use additional sheet if necessary - must be on company letterhead and notarized)

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Title) \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**NOTE: THIS FORM MUST BE NOTARIZED**

**TO BE COMPLETED BY ORIGINATING DEPARTMENT**

BID/PROPOSAL/AGREEMENT TITLE:	
DEPARTMENT:	
RETURN FORM TO:	
ADDRESS:	
ADDRESS:	

**STATEMENT OF BIDDER'S QUALIFICATIONS**

(To be submitted by the Bidder with the Bid)

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

1. Name of Bidder: \_\_\_\_\_
2. Bidder's Tax Identification Number: \_\_\_\_\_
3. Permanent Main Office Address: \_\_\_\_\_
4. When Organized: \_\_\_\_\_
5. If a Corporation, where incorporated: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_
6. If other than a Corporation or Partnership, describe Organization and name Principals:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Number of years engaged in construction under present firm or trade name: \_\_\_\_\_ Number of years General Contractor \_\_\_\_\_

8. Contracts on hand:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Engr.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Percent Scheduled Complete</u>	<u>Completion</u>
---------------------	--------------	-------------------	----------------------------	--------------------------	---------------------------------------	-------------------

_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

9. General character of work performed by your firm:

---

---

10. Percent of work normally performed with your own forces:

Trade	Percent	Trade	Percent	Trade	Percent
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

11. Have you ever failed to complete any work awarded to you? If so, where and why:

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12. Have you ever defaulted on a Contract? If so, where and why:

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13. List the more important contracts completed by you within the past 5 years:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Eng.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Date Completed</u>

14. List major equipment available for this Contract:


15. Experience in work similar in importance to this project:


16. Background and experience of the principal members of your organization, including the officers:

<u>Individual's Name</u>	<u>Construction Experience/Yrs.</u>	<u>Present Position Years Experience</u>	<u>Responsibility</u>	<u>Previous Position Years Experience</u>

17. Name and background of superintendent who will have principal on-site responsibility for this project:

Individual's Name

Similar Project Experience

Dollar Value

Responsibility


18. List States and Categories in which your Organization is legally qualified to do business:


19. Give bank and trade references:

Bank

Trade


20. Name of Bonding and Insurance Companies and Names and Addresses of Agents:


21. Upon request by the Owner, the undersigned agrees to furnish, if being considered for award of contract for the project upon which a Bid Proposal has been submitted, within 48 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from \_\_\_\_\_ owners, accrued salaries, accrued payroll taxes), other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus).

22. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Vernon in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_ Title: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.

\_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: Windermere Fields #2 and #3 – Contract #2090

The Town of Vernon has selected your firm as the apparent low bidder to provide for the Windermere Fields #2 and #3 Construction Project located at 60 Windermere Ave, Ellington, Connecticut in response to its advertisement for bids dated, June 6, 2022 and in accordance with the Contract Documents.

You are hereby advised that your bid has been accepted for items in the amount of:

\_\_\_\_\_  
(Written Figures)

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

\_\_\_\_\_ will be authorized to proceed with this work  
(Firm Name)

or service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the Town Administrator of the Town of Vernon.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the Town of Vernon will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned and the Town will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the Town. Dated this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF VERNON, CONNECTICUT

By: \_\_\_\_\_  
Michael J. Purcaro

Title: \_\_\_\_\_  
Town Administrator

ACCEPTANCE OF NOTICE

The receipt of the Notice of Award is hereby acknowledged by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Printed Name/Title)

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we a \_\_\_\_\_(Name of Contractor)  
(Corporation, Partnership, Individual)  
hereinafter called the "Principal" and \_\_\_\_\_  
(Surety)  
of \_\_\_\_\_, State of \_\_\_\_\_

hereinafter called the "Surety", are held firmly bound unto the Town of Vernon, Connecticut, hereinafter called  
"OWNER", in the penal sum of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of

which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

**Windermere Fields #2 and #3**

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

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

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

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

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness to Principal ATTEST:

\_\_\_\_\_  
Address/Zip Code

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address/Zip Code

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we a \_\_\_\_\_ (Name of Contractor)  
(Corporation, Partnership, Individual)  
hereinafter called the "Principal" and \_\_\_\_\_  
(Surety)  
of \_\_\_\_\_, State of \_\_\_\_\_

hereinafter called the "Surety", are held firmly bound unto the TOWN OF Vernon, Connecticut, hereinafter called  
"OWNER", in the penal sum of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of

which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

**Windermere Fields #2 and #3**

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

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

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

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

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness to Principal ATTEST:

\_\_\_\_\_  
Address/Zip Code

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(SEAL)

Attorney-in-Fact

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
Address/Zip Code

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

ACKNOWLEDGMENT OF SURETY COMPANY

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

before me personally came \_\_\_\_\_ to me known to be the

person named in the above instrument and who being by me duly sworn, did depose and say (he/she) resides in

\_\_\_\_\_, that (he/she) is the \_\_\_\_\_ of the

corporation described in which is executed the above instrument; that (he/she) knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that (he/she) signed (his/her) name by like order.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company and the Power-of-Attorney of the Surety Company's Attorney-in-Fact, authorized to act within the State of Connecticut.)

The foregoing bond and sureties are hereby approved.

Dated, Vernon, Connecticut \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel, Town of Vernon

STATE OF CONNECTICUT )  
 )  
COUNTY OF ) ss:

1. He/She is the (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_  
\_\_\_\_\_the Bidder that has submitted the attached Bid.
2. Neither the Bidder, nor their subcontractors are in arrears to the State of Connecticut Second Injury Fund.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF VERNON, hereinafter called the "OWNER"

and \_\_\_\_\_ (a corporation)

of \_\_\_\_\_, County of \_\_\_\_\_ and

State of \_\_\_\_\_ hereinafter called the "CONTRACTOR".

WITNESSETH THAT: for in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**Windermere Fields #2 and #3** including addenda thereto, dated \_\_\_\_\_, being nos. \_\_\_\_\_ as further described in the Proposal for Construction submitted by the CONTRACTOR, dated \_\_\_\_\_ and all documents included therein by reference; hereinafter called the "Project" for the sum of

\_\_\_\_\_  
( )

and all extra work in connection therewith, under the terms as stated in the General, Special and Technical Conditions of the Contract, and at (his, her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurances and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Advertisement for Bids, Information for Bidders, Proposal, the General, Special and Technical Conditions for the Contract, the Plans, which include all maps, plates, prints and their drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as prepared by Cardinal Engineering Associates, Inc., with offices located at 3 Colony Street, Meriden, Connecticut, herein entitled the ENGINEER, all of which, including all Addenda thereto, are made a part hereof and collectively evidence and constitute the Contract.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within the time limit specified in the Special Conditions. The CONTRACTOR further agrees to pay, as liquidated damages, the sum as specified in the Special Conditions and as herein provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract and to make payments on account thereof as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: \_\_\_\_\_ TOWN OF VERNON, CONNECTICUT \_\_\_\_\_ (Corporate Seal)

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ (Corporate Seal)

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

#### CERTIFICATION

I, the undersigned \_\_\_\_\_, the duly authorized

and acting legal representative of the \_\_\_\_\_

do hereby certify as follows:

I have examined the above Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, have full power and authority to execute said Agreements on behalf the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provision thereof.

\_\_\_\_\_  
Date \_\_\_\_\_

NOTICE TO PROCEED  
(Refer to Agreement)

Date\_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECTDESCRIPTION: **Windermere Fields #2 and #3**

You are hereby notified to commence work in accordance with the Agreement dated\_\_\_\_\_on or before\_\_\_\_\_,20\_\_\_\_, and you are to complete the work within\_\_\_\_\_  
\_\_\_\_\_consecutive calendar days thereafter. The date of completion of work is therefore:\_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

\_\_\_\_\_  
Town of Vernon  
Owner

By:\_\_\_\_\_

Title:\_\_\_\_\_

\*\*\*\*\*

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_  
this\_\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_\_.

Contractor:

\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

CERTIFICATE OF WAIVER AND RELEASE OF CLAIMS

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

\_\_\_\_\_  
(Subcontractor Name/Address)

a corporation/partnership, business organized under the laws of the State of Connecticut, in consideration of the sum of:

\_\_\_\_\_  
(Written Figures)

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

received from \_\_\_\_\_

\_\_\_\_\_  
(General Contractor Name/Address)

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heir, executors, administrators, successors and assigns, all rights to claim payment for work done and in place as of the date of this Release of the project commonly known as

\_\_\_\_\_  
(Name of Project)

\_\_\_\_\_  
(Name of Subcontractor)

hereby indemnifies the \_\_\_\_\_ (Owner) against any and all claims for work performance and/or materials supplied by it/him/her/us under the above mention Contract.

IN WITNESS WHEREOF:

\_\_\_\_\_  
(Subcontractor Name/Address)

has caused this Waiver and Release of Claims to be executed by its duly authorized officer this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Executed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\*\*\*\*\*

State of \_\_\_\_\_)

County of \_\_\_\_\_)

ss: \_\_\_\_\_

\_\_\_\_\_ duly authorized, have duly sworn, deposes and

says that he/she is \_\_\_\_\_ of \_\_\_\_\_  
and that the statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_

CONTRACTOR'S FINAL PAYMENT RELEASE

KNOW YE MEN BY THESE PRESENTS THAT:

\_\_\_\_\_ duly authorized to act on behalf of \_\_\_\_\_  
\_\_\_\_\_  
(Contractor's Name and Address)  
\_\_\_\_\_ of \_\_\_\_\_  
County and State of \_\_\_\_\_, for and in consideration of final payment is the sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States  
of America, the receipt whereof is hereby acknowledged, in full satisfaction and payment of all sums of money owing,  
payable and belonging to \_\_\_\_\_ (Contractor) by means whatsoever,  
for or on account of a certain agreement hereinafter called the \_\_\_\_\_  
\_\_\_\_\_ (Owner) and \_\_\_\_\_ (Contractor), dated \_\_\_\_\_

NOW, THEREFORE, \_\_\_\_\_ duly authorized to act on behalf of  
said \_\_\_\_\_ (Contractor), its successors, legal representative and assigns  
does hereby release, acquit, agree to indemnify and hold harmless and forever discharge the said  
\_\_\_\_\_ (Owner), its officers, agents, servants and employees from all claims, demands  
and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills,  
specialties, covenants, contracts, agreements, promises, variances, trespasses, damages, judgments, extent, executions,  
claims and demands whatsoever in law or equity, or otherwise that \_\_\_\_\_  
\_\_\_\_\_ (Contractor), its successors, legal representative and assigns may now have or  
that might subsequently accrue to (Contractor) its successors, legal representatives and assigns out of or connected  
with, directly or indirectly, the Contract dated \_\_\_\_\_ between  
\_\_\_\_\_ (Contractor) and \_\_\_\_\_ (Owner)  
and any and all other bid documents, agreements and contract modifications thereto.

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_ (Witness)  
By: \_\_\_\_\_  
\_\_\_\_\_ (Witness)  
Its duly Authorized \_\_\_\_\_

STATE OF CONNECTICUT )

) ss: Dated: \_\_\_\_\_

COUNTY OF: )

Before me, on behalf of \_\_\_\_\_ personally appeared \_\_\_\_\_  
\_\_\_\_\_, duly authorized, to me known, and known to me to be the person named in and who executed the above  
release, and he/she acknowledges to me that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public, Commission of Superior Court My  
Commission Expires: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Before me, the undersigned, a \_\_\_\_\_ in and for said County and State  
(NOTARY PUBLIC, JUSTICE OF THE PEACE, ALDERMAN)

personally appeared \_\_\_\_\_  
(INDIVIDUAL, PARTNER OR DULY AUTHORIZED REPRESENTATIVE OF CORPORATE CONTRACTOR)

who, being duly sworn according to law, deposes and says that all labor, materials and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract of the Town of Vernon, Connecticut

with \_\_\_\_\_ have been paid in full.  
(CONTRACTOR)

\_\_\_\_\_  
(Individual, Partner or duly Authorized Representative of Corp. Contractor)

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY

**STATEMENT OF SURETY COMPANY**

IN ACCORDANCE with the provisions of the Contract dated \_\_\_\_\_ between the Town

of Vernon, Connecticut and \_\_\_\_\_

(Contractor)

the \_\_\_\_\_ on the Material and Labor Payment Bond of

(Surety)

\_\_\_\_\_, after a careful examination of the books and records

(Contractor)

of said Contractor or after receipt of an affidavit from Contractor, which examinations of affidavit satisfies Surety

that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment of the

said \_\_\_\_\_, Contractor, and by these presents

witnesseth that payment to the Contractor of the final estimates shall not relieve Surety of any of its obligations

to \_\_\_\_\_ as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, SAID SURETY has hereunto set its hand and seal this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

(SEAL) \_\_\_\_\_ BY \_\_\_\_\_

(President)

NOTE: THIS STATEMENT, IF EXECUTED BY ANY PERSON OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE COMPANY, MUST BE ACCOMPANIED BY A CERTIFICATE OF EVEN DATE SHOWING AUTHORITY CONFERRED UPON THE PERSON SO SIGNING TO EXECUTE SUCH INSTRUMENTS ON BEHALF OF THE COMPANY REPRESENTED.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_(Contractor)  
as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Town of  
Vernon, Connecticut, hereinafter called the "Town" in the final sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful monies of the United States for the payment of  
which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an Agreement, dated  
\_\_\_\_\_, 20\_\_\_\_, for the **Windermere Fields #2 and #3**.

NOW THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period  
of 365 days from the date of final payment and issuance of a Certificate of Completion, without additional cost to the  
Town. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond  
shall become payable to the Town.

ANY CHANGES MODIFICATIONS, AMENDMENTS AND/OR ALTERATIONS TO THIS ORIGINAL BOND  
FORM SHALL BE HIGHLIGHTED AND THE TOWN SHALL BE ADVISED OF SAME AND CONSENT TO  
SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED AND/OR  
ALTERED.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the name and corporate seal  
of each corporate party being hereto affixed and these presents duly signed by its undersigned representative,  
pursuant to authority of its governing body.

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

(Seal) (Individual Principal)

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_(Seal)  
(Partnership)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Countersigned by:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_

\_\_\_\_\_

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.

TOWN OF VERNON  
CHANGE ORDER

PROJECT: **Windermere Fields #2 and #3**

Contract #2090 Date: \_\_\_\_\_  
Change Order Date: \_\_\_\_\_  
Change Order No. \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

TO: TOWN OF VERNON, CONNECTICUT

\_\_\_\_\_, the Contractor, agrees that this change order adjusts the contract price and time to reflect fairly all overhead, profit, charges costs, expenses, delays, damages and the payments that may be claimed due and owing to the Contractor as of the above stated date and agrees that the acceptance of this change order by the owner will constitute a complete and final accord and settlement of Contractor's claims against the Owner on account of this work through the date of the Contractor's signature below..

You are directed to make the following changes in this Contract: Justification:

The Original Contract Sum was: \$ \_\_\_\_\_  
Net Changes by previous Change Orders: \$ \_\_\_\_\_

The Contract Sum prior to this Change Order was: \$ \_\_\_\_\_  
The Contract Sum will be (increased, decreased)  
by this Change Order: \$ \_\_\_\_\_

The Contract Time will be (increased, decreased, unchanged) by \_\_\_\_\_ calendar days.  
The Date for Completion as of the date of this Change Order therefor is \_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
(Engineer) (Contractor) (Owner)

\_\_\_\_\_  
(Address) (Address) (Address)

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_

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

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# GENERAL CONDITIONS

## 101. DEFINITIONS

Section 1.01.01 of the Standard Specifications—Definitions: is amended and supplemented as follows:

Substitute the word "Municipality" or "Municipal" for "Department" wherever "Department" appears in the definitions for each of the following terms: Award, Contract, Highway, Plans, and Project.

Substitute the word "Engineer" for "Commissioner" wherever "Commissioner" appears in the definitions for each of the following terms: Subcontractor and Sub-subcontractor.

Add the following:

**Municipal:** Of or relating to the Municipality.

**Municipal Liaison:** That individual identified by the Municipality to act as liaison with the State of Connecticut, Department of Transportation.

**Municipality: Town of Vernon, Connecticut**

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" or "Contract Documents" mean that group of documents which embody the agreement between the Town and the Contractor for the construction and installation of improvements specified herein, and shall include the following: Executed Agreement Addenda (if any), Invitation for Bids, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- b. The terms "Town" and "Town of Vernon" refer to the particular contracting authority entering into, carrying out, and administering the Contract with the Contractor. The contracting authority for this Contract and the terms "Town" and "Town of Vernon" shall mean the department or agency specified as the Contract Authority except in the few instances where the term "Town" or "Town of Vernon" is used in connection with laws, ordinances, regulation codes, rules and other governmental action of the Town.
- c. The term "Local Public Agency" shall mean the department or agency specified in as the Contract Authority.
- d. The term "Contractor" means the person, firm or corporation entering into the Contract with the Town to construct and install the improvements embodied in the Contract.
- e. The term "Project Area" means the physical area (Contract limits) in which the improvements contemplated by the Contract are to be installed or constructed.
- f. The term "Engineer" means the Engineer in charge serving the Town with architectural or engineering services, its successor, or any other person or persons, employed by the Town for the purpose of directing or having charge of the improvements embodied in this Contract, and said Engineer acting directly or indirectly through an Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted in him.
- g. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and specifies the qualities, quantities, technical characteristics, data and standards of the materials to be furnished, the workmanship required, and methods to be used in carrying out the construction and installation of the improvements contemplated by this Contract.
- h. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued to prospective Bidders prior to the time of receiving bids.

## 102. ABBREVIATIONS

AA—Aluminum Association AAA—

Aluminum Alloy Association

AAPA—American Association of Port Authorities

AASHTO—American Association of State Highway and Transportation Officials

AASHTO Standard Method of Test or Standard Specification, it refers by letter and number to the method or specification published by AASHTO - in the "Standard Specifications for Transportation Materials and Methods of Sampling and Testing". The edition governing the work shall be in effect on the date the Contract was advertised for solicitation of bids shall govern.

ACI—American Concrete Institute ADA—

Americans with Disabilities Act AFPA—American

Forest and Paper Association AGA—American Gas

Association AGC—Associated General Contractors

of America AHA—American Hardboard

Association

AHAM—Association of Home Appliance Manufacturers

AIA—The American Institute of Architects AIEE—

American Institute of Electrical Engineers AISC—

American Institute of Steel Construction AISI—

American Iron and Steel Institute AITC—American

Institute of Timber Construction ALI—Associated

Laboratories, Inc.

A.L.I.—Automotive Lift Institute ALSC—

American Lumber Standard Committee AMCA—

Air Movement and Control Association

ANLA—American Nursery and Landscape Association

ANSI—American National Standards Institute AOAC—

AOAC International

AOEC—Area of Environmental Concern

AOSA—Association of Official Seed Analysts

APA—The Engineered Wood Association

API—American Petroleum Institute

AREMA—American Railway Engineering and Maintenance-of-Way Association

ARI—Air Conditioning & Refrigeration Institute

ARTBA—American Road and Transportation Builders Association ASA—

Acoustical Society of America

ASC—Adhesive and Sealant Council ASCE—

American Society of Civil Engineers

ASHRAE—American Society of Heating, Refrigerating and Air Conditioning Engineers ASME—

American Society of Mechanical Engineers

ASSE—American Society of Sanitary Engineering

ASTM— American Society of Testing and Materials (ASTM International): Wherever reference is made to an ASTM specification, test method, or practice, it refers by letter, number, or both to standards published by ASTM International in the "ASTM Standards Source™ Database". The edition governing the work shall be in effect on the date the Contract was advertised for solicitation of bids shall govern.

ATA—American Transit Association ATSSA—

American Traffic Safety Services Association AWG—

American Wire Gauge

AWI—Architectural Woodwork Institute AWWA—

American Wood-Preservers Association AWPI—

American Wood Preservers Institute

AWS—American Welding Society: Wherever reference is made to an AWS materials specification, inspection methods, or welding procedures, it refers by section number to standards of the American Welding Society published in the applicable steel, or aluminum welding code. The edition governing the work shall be in effect on the date the Contract was advertised for solicitation of bids shall govern.

AWWA—American Water Works Association AZI—

American Zinc Institute

BHMA—Builders Hardware Manufacturers Association BOCA—

Building Officials and Code Administrators International CBM—

Certified Ballast Manufacturers Association CCRL—Cement and

Concrete Reference Library CISCA—Ceilings and Interior

Systems Construction Association CLFMI—Chain Link Fence

Manufacturers Institute CONNDOT—Connecticut Department of

Transportation CFR—Code of Federal Regulations CGS—

Connecticut General Statutes

CISPI—Cast Iron Soil Pipe Institute

CPI—Clay Pipe Institute CRI—

Carpet and Rug Institute (The)

CRSI—Concrete Reinforcing Steel Institute

CS—Commercial Standard CSI—

Construction Specifications Institute CSSB—

Cedar Shake & Shingle Bureau CTI—

Cooling Tower Institute

DASMA—Door and Access Systems Manufacturers Association, International DEP—

Connecticut Department of Environmental Protection

DFPA—Douglas Fir Plywood Association DHI—

Door and Hardware Institute DOD—Department of

Defense DPUC—Department of Public Utility

Control EIA—Electronic Industries Association

EPA—Environmental Protection Agency

FAA—Federal Aviation Administration, U.S. Department of Transportation FCC—  
Federal Communications Commission

FCICA—Floor Covering Installation Contractors Association FHWA—  
Federal Highway Administration, U.S. Department of Transportation FM—  
Factory Mutual System

FRA—Federal Railway Administration, U.S. Department of Transportation

FS—Wherever reference is made to FS in the contract, it refers by number, letter, or both, to the latest standard or tentative standard of the Federal Specification Unit, General Services Administration, Federal Supply Service, as to materials, specifications, or methods of testing, whichever the case may be.

FTA—Federal Transit Administration HASP—  
Health and Safety Plan

HMA—Hot Mix Asphalt or Bituminous Concrete HPMA—  
Hardwood Plywood Manufacturers Association GA—Gypsum  
Association

GANA—Glass Association of North America GSA—  
General Services Administration ICBO—International  
Conference of Building Officials ICEA—Insulated Cable  
Engineers Association IEEE—Institute of Electrical and  
Electronics Engineers IESNA—Illuminating Engineering  
Society of North America IGCC—Insulating Glass  
Certification Council IMSA—International Municipal Signal  
Association IRI—HSB Industrial Risk Insurers ITE—  
Institute of Traffic Engineers KCMA—Kitchen Cabinet  
Manufacturers Association LMA—  
Laminating Materials Association LPI—Lightning  
Protection Institute

MBMA—Metal Building Manufacturers Association

MIL—Military Standardization Documents, U. S. Department of Defense MMA—  
Monorail Manufacturers Association

MS—Military Specifications

MSHA—Mine Safety and Health Administration

MSS—Manufacturers' Standardization Society of the Valve and Fittings Industry, Inc.

MUTCD—Manual on Uniform Traffic Control Devices

NAAMM—National Association of Architectural Metal Manufacturers (The) NAIMA—  
North American Insulation Manufacturers Association (The) NBFU— National Board  
of Fire Underwriters

NBS—National Bureau of Standards NC—  
National Course

NCHRP—National Cooperative Highway Research Program  
 NCMA—National Concrete Masonry Association NCPI—  
 National Clay Pipe Institute  
 NCPRC—National Clay Pipe Research Corporation NEBB—  
 Natural Environmental Balancing Bureau NEC—National  
 Electrical Code  
 NECA—National Electrical Contractors Association  
 NEMA—National Electrical Manufacturers Association  
 NEPCOAT—North East Protective Coatings Committee  
 NESC—National Electrical Safety Code NETA—  
 International Electrical Testing Association NFPA—  
 National Fire Protection Association NFS—NFS  
 International  
 NICET—National Institute for Certification in Engineering Technologies  
 NIOSH—National Institute of Occupational Safety and Health NIST—  
 National Institute of Standards and Technology NLMA—National  
 Lumber Manufacturers Association  
 NOAA—National Oceanic and Atmospheric Administration  
 NRCA—National Roofing Contractors Association NTMA—  
 National Terrazzo and Mosaic Association (The) NWWDA—  
 National Wood Window and Door Association OEO—Office  
 of Equal Opportunity  
 OSHA—Occupational Safety and Health Administration  
 PCA—Portland Cement Association  
 PCC—Portland Cement Concrete PCI—  
 Precast/Prestressed Concrete Institute PLP—Plastic  
 Laminate Producers  
 PS—Product Standard of NBS, U. S. Department of Commerce  
 PTI—Post-Tensioning Institute  
 RLMI—Reflector and Lamp Manufacturers' Institute  
 RMA—Rubber Manufacturers Association SAE—  
 SAE International  
 SAWP—Society of American Wood Preservers SFPA—  
 Southern Forest Products Association SPIB—Southern  
 Pine Inspection Bureau

### **103. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK**

See Paragraph 2 & 3 in Instructions to Bidders

### **104. KNOWLEDGE OF APPLICABLE LAWS**

Bidders shall be deemed to know and understand all federal, state and local laws, ordinances and regulations and municipal bylaws which in any manner apply to projects for which they bid; such legal requirements shall include, but not necessarily be limited to, those which apply to the conduct of the Contract work, the equipment and materials to be used on the Project, or the treatment of individuals or classes of individuals in relationship to their involvement with the Project. A Contractor's ignorance of such requirements shall not constitute justification for the Contractor's failure to consider such requirements in formulation of a bid proposal.

### **105. INTENT OF CONTRACT**

The intent of the Contract is to prescribe a complete work or improvement that the Contractor undertakes and is required to do in full compliance with the specifications, plans, special provisions, proposal, and other Contract documents. The Contractor shall perform all Project work in conformity with the lines, grades, typical cross-sections, dimensions, and other data shown on the plans and other Contract documents, as they may be modified by written orders from the Engineer subsequent to the date of the Contract. Said work includes the furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary for the satisfactory prosecution and completion of the Project.

### **106. COORDINATION OF SPECIAL CONDITIONS, PLANS, SUPPLEMENTAL SPECIFICATIONS AND STANDARD SPECIFICATIONS AND OTHER CONTRACT REQUIREMENTS**

Coordination of Special Provisions, Plans, Supplemental Specifications and Standard Specifications and Other Contract Requirements: All requirements indicated on the plans or in the Standard Specifications, the Supplemental Specifications, Special Provisions or other Contract provisions shall be equally binding on the Contractor, unless there is a conflict between or among any of those requirements. In the case of such a conflict, the order of governance among those requirements, in order of descending authority, shall be as follows:

1. Environmental Permits
2. Environmental Permit Applications
3. Special Provisions
4. Plans other than Standard Sheets (enlarged details on plans, used to clarify construction, shall take precedence over smaller details of the same area; and information contained in schedules or tables, titled as such, shall take precedence over other data on plans)
5. Standard Sheets
6. Supplemental Specifications (General Conditions – Town of Vernon)
7. State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 817 Divisions 1 through 3 and Supplemental Specifications dated July 2018
8. Other Contract requirements

Numerical designations of dimensions shall take precedence over dimensions calculated by applying a scale to graphic representations. Neither party to the Contract may take advantage of any obvious error or omission in the Contract. Should either party to the Contract discover such an error or omission, that party shall notify the other party of same immediately in writing. The Engineer will make such corrections and interpretations of the Contract as are necessary, in his judgment, to fulfill the purposes of the Contract that are evident from examining the Contract as a whole.

If the Contract includes an item that does not have a corresponding specification for either performance or payment purposes, the Contractor shall notify the Engineer of that fact in writing at least 2 weeks prior to ordering materials for or commencing work on the item. If the contract documents do not contain such a specification, the Engineer shall, if possible, derive an appropriate specification from applicable AASHTO Specifications or, if necessary, ASTM Specifications. If neither of those sources provides a suitable specification, the Contractor shall seek guidance from the Engineer with regard to the item, and the Engineer will formulate a reasonable specification for the item. When compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels, the Contractor shall refer such issues to the Engineer for a decision before proceeding with the pertinent work.

## **107. CONTRACTOR'S RESPONSIBILITY OF WORK**

Contractor's Responsibility for Work: From the date for commencement of construction given in the "Notice to Proceed" until the date when the Engineer relieves the Contractor of responsibility for the Project, the Project construction and site shall be under the charge and care of the Contractor; and the Contractor shall take every necessary precaution against damage to the same or any part thereof by the action of the elements or from any other cause, including either execution or non-execution of Project work. The Contractor shall rebuild, repair, restore or otherwise make good, at its own expense, all damage to, or impairment of, any portion or purpose of the Project which results from any of the above causes prior to completion of the Project.

## **108. ENGINEER'S AUTHORITY**

- a) The Engineer shall act as the Owner's representative during the construction period shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- b) The Contractor will be held strictly to the intent of the Contract documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- c) The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- d) The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

## **109. COMMUNICATIONS**

All notices, demands, requests, instructions, approvals, proposals, changes and claims must be in writing.

Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement or at such other office as the Contractor may from time to time designate in writing to the Town of Vernon, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the Town shall, unless otherwise specified in writing, be delivered to the Director of Public Works. Any notice to or demand upon the Town shall be sufficiently given if so delivered, or if received in the United States mail in a sealed, postage prepaid envelope, or if transmitted to said Town at such address with charges prepaid by any telegraph company, or if delivered by any of the foregoing means to such other representative of the Town or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt as the case may be.

## **110. RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, transportation, superintendence, equipment, water, light, heat, power, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

Where the work is located in a public street or highway, the Contractor must apply for and obtain such permit or permits as may be necessary, in accordance with these Specifications. The Contractor must provide such security or insurance as may reasonably be required incidental to and as a prerequisite to such permit or permits. It shall bear all expenses for and incidental to securing the permit or permits and complying with the terms and requirements thereof.

The Contractor shall arrange its operations and the spaces occupied by him so as to provide access to properties along the street, particularly driveways, access to fire hydrants, manholes, gate boxes and other utilities. If for any reason it is not expedient to backfill an excavation, the Contractor shall construct and maintain suitable bridges to carry pedestrians and traffic in or to the street, driveway or property in question as directed by the Engineer. The Contractor shall confine its occupancy of public or traveled ways to the smallest spaces compatible with the efficient performance or construction of the work

contemplated by this Contract, and more particularly to such limits as are set by the Contract Documents.

#### **111. OTHER CONTRACTS**

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its' own work with that to be performed under other contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, but shall act as necessary to insure the orderly, proper and economical construction of the whole project or group of projects.

In case of conflict between contractors, the Engineer will determine the location where work shall commence. Such determination shall have no effect on the Contract costs and will not be considered as the basis for a claim for additional compensation.

The work under this Contract shall be coordinated with any other work which may be under construction or contemplated in the same general area. In order that the work under this Contract may conform to the conditions under which it has been undertaken, the Engineer will determine the location where the work will commence. Such determination shall have no effect on the Contract cost and will not be considered as the basis for a claim for additional compensation.

#### **112. MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor, shall suffer loss or damage on the work, the Contractor shall settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify this Contractor, who shall defend at its' own expense any suit based upon such claim, and if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection herewith.

#### **113. SUPERINTENDENCE BY CONTRACTOR**

- a. Except where the Contractor is an individual and gives its personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Town and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its work.
- b. The Contractor shall lay out its' own work unless otherwise provided, and it shall be responsible for all work executed by him under the Contract. It shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

#### **114. SUBCONTRACTS**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until it has submitted a non collusive affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Town. It shall submit a written statement containing such information as the Town may require concerning the experience, ability and responsibility of the proposed subcontractor and the scope of the subcontract.

#### **115. FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all subcontractors, trades, or material men engaged upon this Contract. It shall be prepared to guarantee to each of its subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

#### **116. PERMITS AND CODES**

- a.) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes applicable to the work of this Contract. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the

Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Town. Where the requirements of the Drawings and technical Specifications fail to comply with such applicable ordinances or codes, the Town will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Town, but a change order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been before the Contractor commenced work on the items involved.

- b.) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with improvements embraced in this Contract.
- c.) The Contractor shall, at its' own expense, secure and pay to the appropriate department of the Town or State of Connecticut the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas and sewer permits required by the regulatory body of any of its agencies. The Contractor's attention is called to the fact that the Town of Vernon has a list of all State maintained streets which is readily available to the Contractor for inspection.

## **117. INSURANCE**

### **a. General**

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this Contract of the kinds and adequate amounts to secure all of the Contractor's obligations under this Contract with an insurance company or companies licensed to write such insurance in Connecticut and acceptable to the Town of Vernon. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts designated herein and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage or the acceptance by the Owner of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Owner, the State of Connecticut, their agents and employees for any and all claims for damages arising out of this Contract to either persons or property. All policies shall have the Owner (Town of Vernon) and the State of Connecticut as additional names insured on them. The Contractor shall provide a certificate of proof for said insurance to the Owner.

### **b. Worker's Compensation Insurance:**

The Contractor shall provide adequate statutory WORKER'S COMPENSATION INSURANCE for all labor employed on the Project who may come within the protection of such laws and shall provide, where practicable, Employer's General Liability Insurance for the benefit of his employees not protected by such compensation laws and proof of such insurance satisfactory to the Owner shall be given. Said insurance shall be written with such company as may be acceptable to the Owner and the policy shall be submitted to the owner for examination. Satisfactory certificates of said insurance shall be filed with the Owner in SEXTUPLICATE prior to the preparation of the construction contracts. The Contractor will be charged with the responsibility for proper and adequate Worker's Compensation coverage for all his subcontract operations and, in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the owner covering each and every subcontractor shall be filed with the Owner prior to the commencement of such subcontract operations.

### **c. Contractor's Comprehensive General Public Liability and Property Damage Liability Insurance:**

- i. The Contractor is to carry Comprehensive General Liability Insurance providing for a limit of not less than Four Million Dollars (4,000,000.00) for all damages arising out of bodily injuries to or death of one or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident a total

(or aggregate) limit of not less than Four Million Dollars (\$4,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

- ii. The insurance shall be placed with such company as may be acceptable to the Owner. The policy shall be submitted to the owner for examination and satisfactory certificates of said insurance shall be filed with the owner in SEXTUPLICATE prior to the signing of the construction contracts. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations and, in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to the commencement of such subcontract operations.

d. Owner's Protective Liability Insurance and Property Damage:

The Contractor shall provide the Owner an insurance policy written in the name of the Town of Vernon, its employees, servants and agents and extended to include the interest of the State of Connecticut and Cardinal Engineering Associates, Inc., its employees, servants and agents to protect the Town of Vernon, from any liability, which might be incurred against them as a result of any operations of the Contractor or his subcontractors or their employees. Such insurance shall provide for a limit of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for all damages arising out of bodily injuries to or death of one or more persons in any one accident; and not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than Four Million Dollars (\$4,000,000.00) for all damages arising out of injury to or destruction of property during the policy period. The Contractor and his Insurers shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the Town.

e. Comprehensive Automobile Liability and Property Damage Insurance:

The Contractor shall carry Comprehensive Automobile Liability insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than Three Million Dollars (\$3,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; the Property Damage coverage in the amount of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property.

f. Insurance Covering Special Hazards:

Special hazards shall be covered by rider or riders to the Public Liability and Property Damage insurance policy or policies herein above required to be furnished by the Contractor or by separate policies of insurance as follows:

- i. Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to excavation (including borrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- ii. Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- iii. Property Damage Liability for injury to, interruption of or destruction of wires, phone ducts, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.
- iv. The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

g. Builder's Risk Insurance:

During the progress of work, the Contractor shall effect and maintain Builder's Risk Insurance on completed value for:

- i. Against loss by fire, lightening, windstorm, hurricane, cyclone, tornado, flooding, hail, explosion, riot, riot attending a strike, aircraft, smoke and vehicle damage, vandalism and malicious mischief upon all work in place and all material stored at the building site whether or not covered by partial payments made by the Owner. This insurance shall be in an amount equal to 100 percent of the insurable portion of the project and shall be for the benefit of the Owner, the Contractor and each subcontractor as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the owner. The Contractor shall furnish the Owner with certified copies of the policy of said insurance in SEXTUPLICATE immediately before preparation of the construction contracts.
- ii. If there are existing adjacent or adjoining structures presently used by the Owner, the risk of the existing adjacent or adjoining structures will be carried by the Owner.
- iii. Policies shall be executed with the construction contract, the policies shall be issued for the protection of the Contractor and the Owner and such subcontractors as their interest may appear.

h. Other Data:

- i. In the event the form of any policy or certificates or the amount of the insurance or the Companies writing same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in form and amount and with companies satisfactory to the Owner. The Contractor shall not cause policies to be canceled to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been sent by registered mail to the Owner stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by a proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause. All policies and certificates in SEXTUPLICATE by accepted successful bidder shall be delivered to the Owner immediately before preparation of the construction Contract.
- ii. If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their questions.
- iii. All the insurance specified in this Contract shall be provided by the Contractor at no additional expense to the Owner.

i. Endorsements:

- i. Each Contractor's policy shall include a contractual "Hold Harmless" endorsement and coverage as follows:

"The Contractor (and his subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all- night suitable and sufficient lights and barricades; shall fully comply with the OSHA regulations of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto and shall indemnify and save harmless the Town and the State of Connecticut and their employees, officers and agents from any all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same, or from any improper methods, material, implements or appliances used in performance of the work or by, or on account of, any direct or indirect act of omission of the Contractor (or his subcontractors) or his employees or agents and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the Town or the Engineer may have directly or indirectly caused or contributed thereto.

- ii. Manufacturer's and Contractor's Liability shall further include an endorsement stating:

"This policy shall cover owned, hired and non-owned equipment".

"Coverage for completed operations for both personal injury and property damage extended for the period of guaranty shall be covered under this policy. Manufacturer's and Contractor's Liability coverage includes liability for personal injury or damages as a result of blasting, explosion, collapse of buildings or structures, and damage to underground installations".

- iii. Automotive Liability Insurance shall include an endorsement as follows:

"This policy shall cover owned, hired and non-owned vehicles".

- iv. Town's Protective Liability shall include an endorsement as follows:

"The Contractor and the insurance company waive governmental immunity as a defense and will not use the defense of governmental immunity in the adjustment of claims or the defense of any suit, action or claim brought against the Town."

- v. ALL POLICIES shall include (a) endorsement of the work description, Contract name, number and location; (b) an endorsement that the insurance company will give at least thirty (30) days written notice to the Town and the Engineer prior to any modification or cancellation of any such policy; (c) an endorsement that the Contractor will be responsible for the payment of all premiums and/or charges.

j. Proof of Insurance:

Before commencing any work under this Contract, the Contractor shall submit copies of the Certificate/Certificates of Insurance or binders to the Town and the Engineer and any others as may be specified in the Special Conditions under "Insurance", evidencing that all insurance as required herein is in force. The policies shall be identified by title, policy number, effective date, expiration date, coverages and limits of liability. Required or verbatim quotes of endorsements as required above or by the Special Conditions and any non-standard exclusion endorsements for any required policies shall be attached to or be a part of the Certificate/Certificates of Insurance.

The Contractor must either include coverage for his subcontractors in his policy or submit similar

Certificates of Insurance from each of his subcontractors before their work commences. Each subcontractor must be covered by insurance of the same character in the same amounts as the Contractor unless the Contractor and the Engineer agree that a reduced coverage is adequate because of the nature of the particular work.

During the course of construction under this Contract, whenever there is a lapse in the insurance requirements as stated herein through cancellation, expiration, failure to renew or any other cause, the Town shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the Town and the Engineer or other parties due to any delays caused thereby nor shall it extend the completion time of the Contract.

k. **Approval/Disapproval of Insurance**

Upon receipt of the Certificate(s) of Insurance or binders, the Town will, in writing, identify the policies and indicate approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall only be carried with the financially responsible insurance companies, licensed in the State and approved by the Town. All policies shall be kept in force until the Contractor's work is accepted by the Town (unless otherwise specified). Insurance policies (covering all operations under this Contractor or, if so noted, for extended operations), which expire before the Contractor's work is accepted by the Town (or where noted for extended operations, through the period of guaranty), shall be renewed and evidence of same submitted to the Town for their approval.

**l. The Town of Vernon and the State of Connecticut and their agents shall be named as additional insureds on all insurance policies of the Contractor and their subcontractors and suppliers.**

**118. PATENTS**

The Contractor shall pay all royalties and license fees. It shall hold and save the Town, its officers and employees, harmless from liability of any nature or kind, including, but not limited to costs and expenses arising out of the use 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 the Technical Specifications.

**119. WARRANTY OF TITLE**

Materials, supplies, or equipment purchased for the work shall not be subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller, supplier or any other person excepting only the Contractor. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Town free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by Contract shall have any right to a lien upon any improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection nor any right under any law permitting such persons to look to funds due the Contractor in the hands of the Town. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal Contract is entered into for such materials.

**120. ASSIGNMENT OR NOVATION**

- a. ) The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities under this Contract without the written consent of the Town, provided, however, that assignments to banks, trust companies or other financial institutions may be made without the consent of the Town. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to prior lien for services rendered and materials, tools, and equipment, supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering any such services or supplying such materials, tools or equipment.
- b. ) Any change made by the contractor as to name, structure of the business entity or responsible officers or supervisors shall be immediately provided to the Town and shall be accompanied by the appropriate corresponding

documentation demonstrating receipt of all necessary approvals required from interested private, public parties and governmental agencies.

**121.SAFETY (The Contractor has sole responsibility for safety on this project)**

- a) Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the Contractor's employees and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. The Contractor is responsible for the safety of the public, Town representatives, the Engineer and their employees, agents and representatives.
- b) The Contractor shall abide by all Local, State and Federal laws/regulations/standards. These include Occupational Safety and Health Standards (OSHA) 29 CFR Part 1910.146 Permit Required Confined Spaces for General Industry and 29 CFR Part 1926, including 29 CFR Part 1926 Subpart P-Excavations as published in the Federal Register/vol. 54 No. 209 October 31, 1989, pages 45959 thru 45991 inclusive. These standards and Part 1926 in total are made part of this Contract by reference.
- c) Within these OSHA standards, where the term "Competent Person" is used, it shall mean authorized representative of the Contractor who has the capabilities as defined under Section 1926.650 of the OSHA.
- d) The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervision of safety precautions and programs.
- e) The Contractor shall insure that a "Competent Person" remains on the job at all times construction is in progress.
- f) The Contractor is solely responsible for citations of safety violations by any Local, State or Federal agencies. If penalties are assessed against the Engineer or the Owner for Contractors safety violations, the Contractor shall bear the burden at no extra cost to the Owner.
- g) There shall be no specific payment for compliance with safety specifications.
- h) The Engineer must be given a safe work area at all times. The Contractor shall supply all safety equipment including, but not limited to, safety harness, atmospheric monitor, artificial ventilation, etc. and all other equipment which may be required by OSHA. The cost of this equipment shall be included in the general cost of the work. Should a non-compliant condition exist, the Engineer is authorized to withhold payment for work unavailable or inspection due to such non- compliance.

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared progress schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month. A condition of any progress payments shall be an assurance by the Contractor that there have been no material changes in the schedule.

**122. PROGRESS OF WORK**

In general, work shall be continued and prosecuted continuously throughout the term of the Contract, except as noted under Section 1.08.04 – Prosecution and Progress – Limitation of Operations. The Contractor will be expected to keep work going whenever possible. The Engineer will determine when conditions are unfavorable for work, or for any portion thereof, and may order that the work be suspended on any part or all portions of the Contract whenever, in its opinion, the conditions are not such as will insure first class work.

### **123.CONSTRUCTIONEQUIPMENT**

Prior to the start of the work, the Contractor shall submit to the Engineer, for its approval, a "Schedule of Equipment" stating the type and number of pieces of equipment to be used on the job. All equipment to be used in the Town streets shall be equipped with rubber tires. The use of equipment without rubber tires shall be by written approval and under direction of the Engineer.

### **124.ACCESS TO PROJECT AREA**

The requirements specified in section PERMITS & CODES of the General Specifications apply to work outside the public streets and highways, insofar as those requirements can reasonably be expected to apply.

The terms "land", "private land", "property", "private road", "driveway", etc., as used in these Specifications, shall be interpreted to include not only the property or properties of any private individual, or corporation, but also the property of a public utility or of any public body not used as, and legally established as, a public street or highway. The provisions of this section shall apply to operations within the sites of any public building, institution, or similar location.

The Contractor shall make inquiry and ascertain the limits, conditions, etc. of right-of-way, access, etc., possessed by the Town and available for use by the Contractor. Certain essential facts as to such rights may be indicated on plans or elsewhere in the Contract Documents. In some cases, the indications in the Contract Documents may restrict the Contractor more closely than the full extent of the rights possessed by the Town, in which case such indicated restrictions shall govern the operations of and occupancies by the Contractor. The Contractor, and those operating under him, must know and conform to the limits of the spaces which it may occupy at the site of the work, the means of access thereto, and the conditions under which it may occupy or use such rights.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured for itself any right to use more space or greater privileges than the space provided by the Town, for purposes incidental to the performance of the Contract, it shall upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Town will arise therefrom. The Town shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Town for any and all losses, damage or expense which the Town or others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Town to the Contractor or any violation or disregard of the terms and conditions established for the use of occupancy of those rights, or for negligence in the exercise of those rights. The Town may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Town against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc., provided by the Town.

The Contractor shall request the Engineer to give proper notice to the owners and tenants of land traversed by the rights-of-way or access ways to be used or occupied by the Contractor prior to any entry or reentry into such rights-of-way, etc., or shall cause proper notice to be given to said owners and/or tenants. The Contractor shall thereafter wait a sufficient time to permit the delivery of such notice or notices, and also to allow time in which owners or tenants may make necessary adjustments to avoid undo loss or inconvenience by the interference with their ordinary use of occupancy caused by the acts of the Contractor.

The Contractor shall take proper means to identify its employees, etc., when operating within private or restricted lands. The Contractor shall not permit its employees, subcontractors, suppliers, etc., to trespass outside the limits of the spaces provided for him, to unnecessarily interfere with or annoy or to commit any nuisance or scatter rubbish thereon, or to loiter therein when their presence is not essential to the work then underway. The Contractor shall not permit others attracted to the site of the work by its operations to loiter in the vicinity of its work or to enter or damage private property, within or without and near the rights-of-way provided by the Town, or to annoy the regular owners or occupants of such property.

If access is provided by means of any private road or driveway or through private roads, the Contractor shall permit the regular owners or users thereof to use the same so far as it consistent with the construction of the work. If any existing driveway or road is damaged by thereof, the Contractor shall at once restore to as good condition as it would have been had the Contractor had not used it. The Contractor and those under him using any private road or driveway must assume to use that road or driveway on an "as is" basis and use it at their own risk. Neither the Town nor the land owner shall be liable for damage to persons or property of the Contractor's forces arising from any defect in such road or driveway, except as such defect may be the consequence of negligence of the Town or of the land owner before the award of the Contract or after

completion of work called for by the Contract. The liability of any party may be limited by the terms of the right-of-way or right-of-access Document.

The land owner and the Town make no representation that the road or driveway surface, culverts, etc. are adequate to carry any specific load or weight. The Contractor may be held liable to the owner or regular users of the road and driveway for injury, damage or loss by reason of negligence of the Contractor in the operation of vehicles thereon, or with respect to damage done to the road or driveway by the workforce or by reason of failure to provide and maintain suitable warning of dangers created by the operations of the Contractor.

Should it be necessary to open or remove portions of any hedge, gate, fence, or similar structure, such opening shall not be kept open at any time when it is not essential to the conduct of the work. Temporary gates shall be provided and such openings shall be closed except when opened for the passage of persons or vehicles. The openings shall be permanently restored and repaired when no longer needed for the performance of the Contract. Precautions shall be taken by the Contractor to prevent unauthorized persons from passing through such temporary openings or, having passed through such openings into otherwise enclosed lands, from causing lesser damage therein.

## **125. USE OF PREMISES**

- a. ) The Contractor shall confine its equipment, storage of materials, and construction operations to the Project Site, as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Town, and shall not unreasonably encumber the site or public rights-of-way with its materials and construction equipment.
- b. ) The Contractor shall comply with all reasonable instructions of the Engineer and the ordinances and codes of the Town regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

## **126.PUBLIC UTILITIES**

The actual location of utilities shall be determined by the Contractor. The information shown on the Contract Plans is only for information and convenience of the Contractor and is in no way warranted to indicate the true conditions.

The Contractor shall inquire of the utility companies as to their mains, conduits, services and service laterals in and adjacent to the area under construction. The costs for such locations, and any costs for connections or disconnections, shall be paid by the Contractor unless otherwise specified. The Contractor must consult all drawings on file with the Town and any other relevant public body.

The Contractor, shall, without expense to the Town and to the satisfaction of the Engineer, do everything necessary to support, protect and maintain all pipes, wires, poles or fixtures of all kinds in the line of work or adjacent thereto, and all fences, buildings, or other structures which might be damaged by the work herein contemplated. The Contractor shall give at least fortyeight (48) hours notice, before breaking ground, to owners of the structures, pipes or wire conduits that may be affected by the operations and shall not cause any hindrance to or interference with any such owners or their agents in protecting or repairing their property should they wish to do so, but will suffer them to take all such measures as they may deem necessary for said purposes. The Contractor shall protect water pipes from freezing during cold weather.

The Engineer may require the Contractor to take proper steps to protect the main lines of public utilities in the immediate vicinity of the work when endangered by the Contractor's operations, and, if the Contractor fails to take adequate provisions to protect such lines or structures, the Engineer may employ others to perform protective work, as may be reasonably needed, at the Contractor's expense.

Should the utility main conflict with the new storm sewer, catch basins, sanitary sewer and manholes, the Contractor shall inform the utility company of such conflict and arrange for the relocation of the main. There shall be no claim for extra cost for coordination with the utility company and delay in the Contractor's work.

## **127.REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession, which should be furnished by the Town under the terms of this Contract, and which the Contractor will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit propitiate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at the

time. The Contractor, shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in the work or to others arising from its failure to comply fully with the provisions of this section.

## **128.INSPECTION**

- a.) All materials and workmanship will be subject to examination, inspection, or test by the Town, the CTDOT and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Town may by Contract or otherwise, have rejected materials removed from the Project Area or the defects remedied or and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Town.
- b.) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Town will be performed in such a manner as not to unnecessarily delay work and shall be made as described in the Technical Specifications.
- c.) The Contractor shall notify the Engineer sufficiently in advance on backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so ordered by the Engineer. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make any examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any important or essential respect due to fault of the Contractor or its subcontractor, it shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the Contractor shall be compensated as stated in General Condition 146. Changes in the work and, in addition the Contractor shall be granted a suitable extension of time on account of the additional work involved, if completion of the work of the entire Contract has been delayed thereby.
- d.) Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity is justified, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site.
- e.) Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Town or its agents shall relieve Contractor or its sureties of full responsibility for furnished materials or work performed not in strict accordance with the Contract.

## **129. REVIEW BY THE TOWN OF VERNON**

The Town, the CTDOT, the Engineer, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Town through its authorized representatives or agents.

## **130. MATERIALS AND WORKMANSHIP**

- a.) Unless otherwise specifically provided for in these Contract Documents, all workmanship, equipment, materials and articles to be incorporated in the work shall be new and the best grade of the respective kinds for the purpose. The Engineer shall decide whether such workmanship, equipment, materials and articles to be incorporated in the work are new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in these Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b.) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required and shall likewise submit for approval as required full

information concerning all other materials or articles which it proposes to incorporate in the work. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

- c.) Materials specified by reference to the number or symbol of a specific standard, such as the A.S.T.M. Standard, Federal Specifications or other similar standards, shall comply with requirements with the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as such specific standards are limited or modified in such reference in regard to type, class or grade. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- d.) In addition to the requirements of the Technical Specifications, prior to the start of work, the Contractor shall notify the Engineer in writing of its anticipated sources of all materials proposed to be incorporated into the work. The Contractor shall further notify the Engineer in writing of any changes in its source or anticipated source of materials.
- e.) The Town may require the Contractor to dismiss from the work such employee or employees as the Engineer may deem incompetent, careless, or insubordinate.

### **131. "OR EQUAL" CLAUSE**

- a.) Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the owner's opinion. It shall not be purchased or installed without its written approval. In all cases, new material shall be used in the project.
- b.) If two (2) or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as equal of the other. Any other brand, make of material, device or equipment, which in the opinion of the Engineer or the Engineer's authorized agent, is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted.

### **132. SAMPLES, CERTIFICATES AND TESTS**

- a.) The Contractor shall submit all materials or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the CTDOT or the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with the Contract requirements, shall give the name and brand of the product, its place of origin, the name of address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- b.) Approval of any materials shall be general and shall not constitute a waiver of the Town's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable. If the aforementioned materials, equipment or accessories are caused to be removed or replaced by the Engineer, the cost of such removal or replacement shall not be considered cause for a change in the Contract price or for extension of the Contract time.
- c.) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the CTDOT or the Engineer;

2. The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

### **133. CARE OF WORK**

- a.) The Contractor shall be responsible for the continuous and proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town. All damaged work and materials shall be immediately removed from the Project Area and replaced at the Contractor's expense.
- b.) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Town, is authorized to act at its discretion to prevent such threatened loss or injury, and it shall so act. The Contractor shall likewise act if instructed to do so by the Town. Any compensation claims by the Contractor on account of such emergency work will be determined by the Town as provided in the Section CHANGES IN THE WORK under GENERAL CONDITIONS".
- c.) The Contractor shall avoid damage as a result of its operations to existing curbs, utilities, (except those which are to be replaced or removed), sidewalks, streets, pavements, adjoining property, etc., and it shall, at its' own expense completely repair any damage thereto caused by its operation to the satisfaction of the Town.
- d.) The Contractor shall shore up, brace, underpin, secure, and protect as many as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with construction of the Improvements, embraced in the Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town from any damages or account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

### **134. PARTIAL USE OF SITE IMPROVEMENTS**

The Engineer, upon his election, may give notice to the Contractor and place in use those sections of the improvement's which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in the engineer's opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

- a.) The use of such sections of Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b.) The Contractor shall not be responsible for any damages or maintenance cost due directly to the use of such sections.
- c.) The use of such sections shall in no way relieve the Contractor of liability due to having used defective materials or to poor workmanship.
- d.) The period of guarantee stipulated in the Section - "GENERAL GUARANTY under GENERAL CONDITIONS, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under the Contract.
- e.) Notice shall not constitute final acceptance.

### **135. FIRES**

Burning shall not be permitted.

### **136.ACCIDENT PREVENTION**

- b.) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its undertaking of or its failure to undertake the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Town determines to be reasonably necessary. Any costs arising out of the taking of such health or safety measures shall be borne by the Contractor. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b.) To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the Owner and the Engineers and their officers, agents and employees against any and all damages to property or injuries to or death of any person or persons including property or injuries to officers, employees or agents of the Owner and the Engineers and shall defend, indemnify and save harmless the Owner and the Engineers and their officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or missions of employees or agents of the Contractor or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which, in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner, the Engineers, their agents and employees against all liability, judgments, costs and expenses which may in any way result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any way arising or resulting from the operation in connection herewith, including all liability to the Owner resulting from the failure to erect and maintain sufficient railing or fence as required by Section 13a149, Connecticut General Statutes and against all liability from defects claimed to be in violation of Section 13a149, Connecticut General Statutes.

### **137.ACCIDENT RECORDS AND REPORTS**

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under the Contract. The Contractor shall promptly furnish the Engineer with reports concerning these matters.

### **138.SANITARY FACILITIES**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and the Town. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains.

All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

### **139.REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, as directed during the progress of the work, or periodically remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will not be allowed.

No separate payment will be made for this removal and clean up, and all costs shall be included in the applicable Contract unit prices.

## 140. DISPUTES

- a.) All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filled in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Town of Notice thereof.
- b.) The Contractor shall submit in detail its claim and its proof thereof. Each decision by the governing body of the Town will be in writing.
- f.) If the Contractor does not agree with any decision of the Town it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest and it may then except the matter in question from the final release.

## 141. PAYMENT TO CONTRACTOR

### 1. Partial Payment

- f.) The Contractor shall prepare its requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for the Engineer's approval. The amount of the payment due the Contractor shall be determined by the total value of the work completed to date, and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement.
- b.) Monthly or partial payments made by the Town to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All completed work covered by such monthly or partial payments shall remain the property of the Contractor and the Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the rights of the Town to require the fulfillment of all terms of the Contract and delivery of all improvements embraced in the Contract complete and satisfactory to the Town in all details. The Town may elect to withhold a portion of the payment owed the Contractor in accordance with Section 3 below.
- c.) On the 5<sup>th</sup> day of each month, the Contractor will submit to the Engineer, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the Engineer may require. Materials stored on the site for future installation shall not be included in the Application for Payment. The Contractor must allow adequate time before the 5<sup>th</sup> day of each month for a quantity review by the Engineer before the application is submitted.
- f.) ) The Contractor warrants and guarantees that title to all work, materials and equipment included and covered by the Application for Payment will have passed to the Contractor, prior to making the application, free and clear of all liens, claims, security interest and encumbrances.
- e.) The Engineer will, within seven (7) days after receipt of each application, either accept or refuse the application, indicating his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment before the 14<sup>th</sup> of the month.

In all cases, the final Engineer approved Application for Payment must be received by the Town of Vernon prior to 9:00 A.M. on the 15<sup>th</sup> of each month to insure adequate processing time by the Town for that month. Should the 15<sup>th</sup> fall on a weekend or holiday, the submission deadline will be by 9:00 A.M. on the next working day.

- f.) For all applications approved by the Engineer and accepted and approved by the Town of Vernon by the end of the month, payment will be made to the Contractor by the last day of the following month.

2. Retainage

- f.) The amount paid the Contractor shall be the amount due less five percent (5%) retainage. Upon substantial completion of the work, as certified by the Engineer, said percentage of retainage may be reduced to a mutually acceptable figure up to a minimum of two percent (2%). The retainage will be held by the Owner until the completion and acceptance of the work.
- b.) The Town may reinstate up to five percent (5%) withholding if the Town determines, at its discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

3. Final Payment

- a.) After final inspection and acceptance by the Town of all work under the Contract, the Contractor shall prepare a requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to the Contractor furnishing the Town with the release in satisfactory form of all claims against the Town under and by virtue of this contract, other than such claims, if any, as may be specifically accepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.
- b.) The Town, before paying the final estimate, will require the Contractor to furnish releases of receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the project) and services to the Contractor, if the Town deems the same necessary in order to protect its interest. The Town, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

Further, the Town may, if it deems such action advisable, make payment in part or in full to the Contractor, although the Town has notice or knowledge of the existence of claims, causes of action, or disputes by subcontractors, laborers, material men, suppliers of equipment and services and others, against the Contractor, and any payments so made shall in no ways impair the obligations of any surety or sureties furnished under this Contract.

- f.) Before the approval of the final estimate, the Contractor shall submit to the Owner and to his Surety, a notarized CONTRACTOR'S AFFIDAVIT attesting to the fact that the bills of whatever nature have been paid. See "Withholding Payment" requirements below
- f.) In addition, a list of all claims by residents shall be submitted by the Contractor's insurance company, stating the status of each claim.
- e.) In addition, before approval of the final estimate, the Contractor's Surety shall submit to the Owner and the Engineer a STATEMENT OF SURETY COMPANY stating satisfaction in following careful examination of the books and records of the Contractor and, after receipt of CONTRACTOR'S AFFIDAVIT described above, all claims for labor and materials related to the

Contract have been satisfactorily settled.

- f.) In addition, before the release of final payment, the Contractor shall submit to the Owner, completed CERTIFICATES OF WAIVER & RELEASE OF CLAIMS, the MAINTENANCE BOND and CONTRACTOR'S FINAL RELEASE. The Maintenance Bond shall be in the amount of Ten Percent (10%) of the Contract Sum and shall be in effect for one (1) year after release of final payment.

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4. Withholding Payment

The Engineer may withhold a Requisition for Payment in whole or in part, to the extent reasonably necessary to protect the Town. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and the Town. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Town. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Town from loss for which the Contractor is responsible, including loss resulting from acts and omissions because of:

- a.) defective work not remedied;
- b.) third party claims filed or reasonable evident indicating probable filing of such claims unless security acceptable to the Town is provided by the Contractor;
- c.) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- d.) reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
- e.) damage to the Town or another contractor;
- f.) reasonable evidence that the work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- g.) persistent failure to carry out the work in accordance with the Contract Documents.

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

The foregoing provisions shall be construed solely for the benefit of the Town and will not require the Town to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any money for their protection unless the Town elects to do so. The failure or refusal of the Town to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

5. Payments Subject to Submission to Certificates

Each payment to the Contractor by the Town shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors by the Section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS.

6. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. With acceptance of final payment, the Contractor shall sign a CONTRACTOR'S RELEASE relieving the Owner of all further claims arising from the Contract. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

This section is a supplement to and an addition to the terms, conditions and requirements of General Condition Section PAYMENT TO CONTRACTOR.

1. Before any payment is made by the Town to the Contractor, said Contractor shall submit to the Town lien waivers for the month signed by all subcontractors showing that they have received payment. If any subcontractor has not been paid, a written statement explaining the reason why shall be submitted to the Town. The lien waiver form shall contain a notice to the subcontractor stating that the Contractor can not withhold payment for the reason that the Contractor has not been paid.
2. To ensure prompt payment of subcontractor, the Contractor shall make payment to any subcontractor within thirty (30) days of the payment by the Town to the Contractor for any work performed or for materials furnished by such subcontractor, provided the Contractor has a bona fide reason for such withholding and if the Contractor notifies the affected subcontractor in writing of its reasons for withholding such payment and provides the Town with a copy of the notice within such thirty day period.
3. The Contractor shall include in each subcontract entered into by the Contractor the following:
  - a). A payment clause which obligates the Contractor to pay the Subcontractor for satisfactory performance under its subcontract within thirty (30) day out of such amounts are paid to the Contractor by the Town under such Contract; and
  - b). An interest penalty clause which obligates the Contractor to pay the subcontractor an interest penalty of one and a half one percent per month, or any higher amount allowed by law, on amounts due in the case of each payment not paid in accordance with the payment clause included in the subcontract pursuant to provision (3) (a) above.
  - c). A clause which states that the Contractor may not withhold retainage from the subcontractor in any percentage greater than the percentage being withheld from the Contractor's requisition. The Contractor shall reference section PAYMENT TO CONTRACTOR of these Contract General Conditions.

#### **143. FINAL INSPECTION**

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Engineer in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Town having charge of inspection. If the Engineer determines the status of the Improvements is as represented, the Engineer will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon as practicable. The inspection party may include representatives of each department of the Town having charge of Improvements of like character.

#### **144.DEDUCTION FOR UNCORRECTED WORK**

If the Town deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract price will be made subject to settlement, in case of dispute, as herein provided.

#### **145. TERMINATION: DELAYS AND LIQUIDATED DAMAGES**

- a.) Termination of Contract. If the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of its insolvency, or if it should fail to make prompt payment to subcontractors or for material or labor, or if the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or if the Contractor

should otherwise be guilty of a substantial violation of a provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the Contractor's right to proceed with the work. Upon such termination, the Town may take over the work and prosecute the same to completion by Contract or otherwise and the Contractor and its sureties shall be liable to the Town for liquidated damages for any delay in the completion of the work, as provided in these Contract Documents. If the Contractor's right to proceed is terminated, the Town may take possession of and utilize in completing the work such materials, tools, equipment and plant as may be on the site of the work and necessary therefore.

b.) Excusable Delays. The right of the Contractor to proceed shall not be terminated for any delays in the completion of work due:

1. To any acts of Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. To any acts of the Town except as such acts are permitted by the Contract Document;
3. To cause not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other Contract with the Town, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
4. To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraph 1, 2, or 3 of this paragraph "B", provided, however, that the Contractor promptly notify the Town in ten (10) days, in writing, of the cause of the delay. Upon receipt of such notification, the Town shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract the delay is properly excusable, the Town shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### **146. GENERAL GUARANTY**

Neither the final certificates of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Town or the public shall constitute an acceptance of work not done in accordance with the Contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless otherwise specified. The Contractor will give notice of defective materials and work with reasonable promptness.

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## **INTRODUCTION TO THE SPECIAL PROVISIONS**

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, and supplements thereto dated July 2018 (otherwise referred to collectively as "Form 817"), is hereby made part of this contract. The Standard Specifications as defined below shall apply to the various items of work which constitute the construction contemplated under this Contract except as amended, supplemented or replaced by the Special Provisions of this Contract and as described herein.

Within the Standard Specifications and Special Provisions of this Contract, the following definitions shall apply:

1. Standard Specifications: Shall mean the State of Connecticut Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, and supplements thereto dated July 2018.

CTDOT, District, State, Department, Commissioner: Town of Vernon or its Engineer, Construction Manager, Inspector or other authorized representative or agent of the Owner.

Inspector/Engineer: Engineer, Construction Manager, Inspector or other authorized representative or agent of the Owner.

Laboratory: The Contractor will be responsible for conducting and paying for the asphalt testing only (Refer to Section 4.06 of the Standard Specifications). For all other materials the inspector (municipal staff or consultant) will be tasked with collecting samples and providing them to CTDOT Division of Materials Testing. The Laboratory chosen by the Contractor shall be CTDOT approved.

2. Applicable Safety Code: Shall mean the latest edition including any and all amendments, revisions, and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", the State of Connecticut Labor Department, "Construction Safety Code", or State of Connecticut "Building Code", whichever is the more stringent for the applicable requirement.
3. Items: Reference within the text of these Specifications to Items without a number but a title only, are Special Provision Items within this Contract. Sections or Articles referred to with a number refer to the Standard Specifications defined above.
4. Local Regulatory Agency(ies): is defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the Scope of this Contract. They may be as specifically defined within the Special Conditions or Special Provisions, otherwise, the Contractor shall be responsible to determine same in the local area of the Contract and should be cognizant of the limit of jurisdiction within the project area.

5. These Specifications, where used in the text of the Special Provision Items, shall mean the Special Provisions of this Contract.

Payment will only be made for items in the Bid Proposal. Other items may be included in the Standard or Technical Specifications but payment for those items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal Items may have alphanumeric designations consistent with applicable sections or articles in the Standard or Technical Specifications.

In the case of any conflicts between the Special Provisions, Plans, and Standard Specifications, the order of governance in order of descending authority shall be as follows:

1. Special Provisions, 2. Plans, 3. Standard Specifications.

## **Windermere Fields #2 and #3**

Town of Vernon

### **CONTRACT TIME AND LIQUIDATED DAMAGES**

One Hundred Twenty (120) calendar days will be allowed for completion of the work on this Contract and the liquidated damages charge to apply will be One Thousand One Hundred Dollars (\$1,100) per calendar day. Time will not accumulate during the traditional CT DOT Winter Shutdown Period.

### **NOTICE TO CONTRACTOR – DEFINITION OF OWNER**

Whenever the terms Owner or Engineer, it shall be understood to mean the Town of Vernon acting directly or through a construction manager, inspector, engineer and/or other duly authorized representatives.

### **NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS**

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.

## **NOTICE TO CONTRACTOR – DUST CONTROL**

The Contractor is responsible for controlling air pollution at all times during work of this contract, 24 hours a day, 7 days per week, including non-working hours, weekends and holidays.

The Contractor shall comply with all State and Federal regulations pertaining to dust control. Particular attention shall be made to the Regulations of Connecticut State Agencies Section 22a-174-18a, b “Control of Particulate Emissions”.

The contractor shall submit a dust control plan to the Engineer within 30 days after the Award of the Contract. The dust control plan shall include contact information for the responsible individual(s) from the contractor (24-hour availability) who have authority to implement necessary controls. The plan should detail dust control procedures for anticipated activities that may typically generate dust (ex. Jack hammering, saw-cutting pavement, haul roads, material storage sites, etc.)

The cost for the dust control associated with this “Dust Control” notice shall be included in the general cost of the contract. NO separate payment for the application of dust control measures needed will be made.

## **NOTICE TO CONTRACTOR – VERIFICATION OF PLAN DIMENSIONS AND FIELD MEASUREMENTS**

The Contractor is responsible for verifying all dimensions before any work is begun. Dimensions of the existing structures shown on the plans are for general reference only; they are not guaranteed. The Contractor shall take all field measurements necessary to assure proper fit of the finished work and shall assume full responsibility for their accuracy. When shop drawings and/or working drawings based on field measurements are submitted for approval and/or review, the field measurements shall also be submitted for reference by the reviewer.

In the field, the Contractor shall examine and verify all existing and given conditions and dimensions with those shown on the plans. If field conditions and dimensions differ from those shown on the plans, the Contractor shall use the field conditions and dimensions and make the appropriate changes to those shown on the plans as approved by the Engineer. All field conditions and dimensions shall be so noted on the drawings submitted for approval.

There shall be no claim made against the Town by the Contractor for work pertaining to modifications required by any difference between actual field conditions and those shown by the details and dimensions on the contract plans, without prior approval by the Town, or Engineer, or duly authorized representative. The Contractor will be paid at the unit price bid for the actual quantities of materials used or for the work performed, as indicated by the various items in the contract.

## **NOTICE TO CONTRACTOR – STAGING AND LAYDOWN AREAS**

The Contractor must submit to the Engineer for review and approval any areas he intends to use for staging and laydown within the project site.

### **Other Special Provisions –**

#### **Hours of Work**

The Contractor shall not start work prior to 7am Monday to Friday or 8am on Saturday. Daily work activities shall be concluded by 7pm or 30 minutes prior to sunset which ever is earlier, Monday to Saturday. No work shall be allowed on Sundays unless specifically authorized by the Town Engineer to accommodate unusual scheduling requirements.

#### **Extent of Disturbance**

The Contractor shall restrict their efforts to one field at a time to minimize the level of soil disturbance during the execution of this work. Work may proceed initially on either field, with the expectation that work on the subsequent field shall not commence until the first field has been seeded.

#### **Field #2 compared to Field #3**

The contractor is specifically directed to the fact that Field #2 will require the entire sequence presented below, however Field #3 will not require stripping and stockpiling of topsoil, formation of subsoil, and placement of Topsoil. Field #3 will require shaping the existing topsoil. Field #2 shall be Hydro Seeded before work on Field #3 commences.

#### **Pay Requisitions**

The Town of Vernon shall accept monthly pay requests. Pay Requisitions shall be based on quantities jointly approved by the Contractor and the Town Engineer for work completed and accepted at the end of each month.

## **Item # 1 - Mobilization / Demobilization**

The Contractor shall provide all administrative and support staffing to fully execute this oversight and supervision of employees and subcontractors, shall provide all equipment, labor and applicable permits for the purpose of transporting personnel, supplies and equipment to be used in the prosecution of this work throughout the life of the project. Additionally, this item will cover any daily requirements for maintaining the site in a safe and orderly manner including trash removal and disposal, providing temporary sanitary facilities, and attention to site security in the form of opening and closing the access point as appropriate. This item shall also include any expense required to remove equipment, final housekeeping and related activities at the end of the project.

To be paid as a Lump Sum item, 40% being earned in the first pay requisition and the remaining 60% to be paid at the completion of this assignment.

## **Item #2 - Construction Staking / Control Points**

The Contractor shall employ qualified individuals or subcontractors to extend the horizontal and vertical control network as needed to insure work progresses in an orderly and professional manner. This includes construction stake out for key features and any intermediate points necessary to construct these fields in conformance with the plans.

The Contractor shall report any inconsistencies between the plan and field conditions to the Town Engineer immediately upon discovery.

After completion of the formation of the subsoil the Contractor shall verify that at a minimum the four corners, four mid points and dead-center of each field is correctly located relative to the design location and elevation.

Upon completion of the placement of the topsoil the Contractor shall verify that at a minimum the four corners, four mid points and dead-center of each field is correctly located relative to the design location and elevation.

All areas located between these key locations are to be visually checked that the intermediate and final grades appear level, uniformly graded and free of depressions or high spots. The assessment of the final grade shall be completed within 1 week of the grade being established.

The Town reserves the right to survey any locations that appear questionable as to location and grade at any time during the work and to require corrective action if necessary. Such corrective action shall not incur any additional cost to the project.

### **Item #3 - Temporary Silt Traps**

The Contractor shall provide labor, equipment and materials to provide Temporary Silt Traps in accordance with the project plans. These elements shall be installed prior to the disturbance of the site and shall be maintained throughout the duration of the project. Removal of these features is not part of this contract, but at the conclusion of the work, the Temporary Silt Traps shall be left in good working order. The Temporary Silt Traps shall be removed by others after the site is stabilized.

Payment for this item shall be a lump sum for each location. Payment for Silt Fencing surrounding the Temporary Silt Traps shall be paid as Item #4

### **Item #4 – Silt Fencing**

The Contractor shall provide labor, equipment and materials to install Siltation Fencing as shown on the plans and if required as directed by the Town Engineer. Once installed, the Contractor shall inspect for damage, maintain in operable condition including clearing of debris or accumulated sediments, make repairs and/or replace damaged sections as needed at no additional cost to the project.

Payment for this item shall be per lineal foot of installed Silt Fencing.

### **Item # 5 - Strip and Stockpile Topsoil (Field #2 only)**

The Contractor shall provide all equipment and labor to remove and stockpile the top 15” of Topsoil and Loamy soils as directed, to enable formation of the Subsoil. Organic Soil and Loamy Soils below 15” minus shall be incorporated into the sandy / gravelly base materials as required in Item #6. Temporary Stockpiles shall be placed in locations identified by the contractor and approved by the Town Engineer for proximity to the finished field locations and shall be protected by silt fencing as needed.

Prior to the stockpiling of this material, the contractor shall incorporate existing ground cover into the soil using agricultural plows, disk harrows or other means to break up existing vegetation and root systems thoroughly blend this material into the topsoil layer.

Soil tests shown on the plans are provided to help estimate the volume of material to be removed and stockpiled for re-placement after formation of the subsoil. Actual volume calculations shall be used to quantify this pay item. The contractor shall record daily the volume of Topsoil and Loam shifted, to be reconciled with the Town Engineer weekly during this portion of the work.

Payment for this item shall be in cubic yards shifted as measured by the excavation, not the stockpile.

Excess topsoil (if any) shall not be removed from the site, except as authorized by the Town Engineer.

## **Item # 6- Shaping of Subsoil (Field #2)**

The Contractor shall provide all equipment and labor to form the gravel subsoil to the finished grade minus 12". This surface shall be considered in compliance if the Corner Points, Mid Points and Dead Center of the field are within 2" of FG-12" and the areas between points are generally uniformly graded and free of visible depressions and high spots.

Payment for this item shall be in square yards as measure by the final area shaped.

Additional subsoil material is available from the area shown on the plan easterly of Field #2, to supplement existing materials. This material, if required to obtain sub grade elevations, may be used but at no additional cost to the project.

## **Item #7 - Place topsoil (Field #2)**

The Contractor shall provide all equipment and labor to redistribute the stockpiled topsoil/loamy soils as needed to establish the final grade as shown on the plans. The placement of this material shall be done to minimize the disturbance and compaction of the prepared subsoil layer. This material may be placed in a single lift.

This surface shall be considered in compliance if the Corner Points, Mid Points and Dead Center of the field are within 1" of the finished grade and the areas between points are generally uniformly graded and free of visible depressions and high spots.

Payment for this item shall be in square yards as measure by the final area shaped.

Additional topsoil material is available from the area shown on the plan northerly of Field #2, to supplement existing materials. This material, if required to obtain final grade elevations, may be used but at no additional cost to the project.

### **Item #7.1 – Grade Existing Topsoil (Field #3)**

The Contractor shall provide all equipment and labor to shape and distribute existing topsoil as needed to establish the final grade as shown on the plans.

Prior to grading, the contractor shall incorporate existing ground cover into the soil using agricultural plows, disk harrows or other means to break up existing vegetation and root systems thoroughly blending this material into the topsoil layer.

This surface shall be considered in compliance if the Corner Points, Mid Points and Dead Center of the field are within 1” of the finished grade and the areas between points are generally uniformly graded and free of visible depressions and high spots.

Payment for this item shall be in square yards as measure by the final area shaped.

### **Item #8 - Prepare Seedbed**

The Contractor shall provide all equipment and labor to prepare the seedbed for seeding, including mechanical and/or manual raking of debris and rocks in excess of ½” from the top 4” of this layer.

Unsuitable materials shall be stockpiled as directed for disposal by others. The final surface shall be uniformly graded, generally free of compacted soils, and seeded within 4 days of the final preparation. If this is not possible due to weather conditions, the contractor will if directed by the Engineer, re-work the top 2” of the seedbed prior to Hydro-seeding at no additional cost to the project.

The contractor shall insure that the finished grade is preserved.

Payment for this item shall be in square yards as measure by the final area prepared.

## **Item #9 –Turf Establishment**

Hydro Seed prepared seedbed with the materials listed below in such a way to minimize compaction to the finished grade. Areas compacted due to vehicle traffic may need to be scarified to restore the topsoil to optimum condition for seeding. Seeding to be done between Sept 1 and October 15<sup>th</sup>, unless authorized in writing by the Town Engineer. Hydro Seeding shall be done on a freshly prepared surface, free of compacted or crusted over areas. If seeding is delayed by more than 4 days after the final preparation, the contractor will if directed by the Engineer, re-work the top 2” of the seedbed prior to Hydro-seeding at no additional cost to the project. 80% of the value of this pay item will be considered earned upon the completion of the application of the Hydro Seed Mix.

The Contractor shall provide equipment and labor to complete the 1<sup>st</sup> and 2<sup>nd</sup> mowing of the new turf when the grass height is between 3” and 4” and cut to a height of 2”. IF this extends into the spring of 2023, no penalty shall be incurred from the extended calendar. The Contractor shall provide additional preparation, seed, etc. as needed to ‘patch’ areas that are not vigorously growing, prior to the 1<sup>st</sup> mowing. At the completion of the 2<sup>nd</sup> mowing, this pay item will be considered complete if in the sole opinion of the Town Engineer the patch has worked successfully, and the remaining 20% of the pay item shall be paid.

All materials to be used shall be provided from unopened bags or containers and shall have the providers label showing compliance with the specifications provided below. The contractor shall be responsible for all costs associated with the application of the Hydroseed, including the makeup water and all required added materials.

### **Materials:**

#### Fertilizer

5# / 1000 sf 19-19-19 starter Fertilizer

#### Lime

10 oz./ 1000 sf of Liquid Lime

#### Seed

5#/ 1000 sf of Lesco Sports Turf Blue

2#/ 1000 sf of Lesco Allsport 5 Perennial Ryegrass

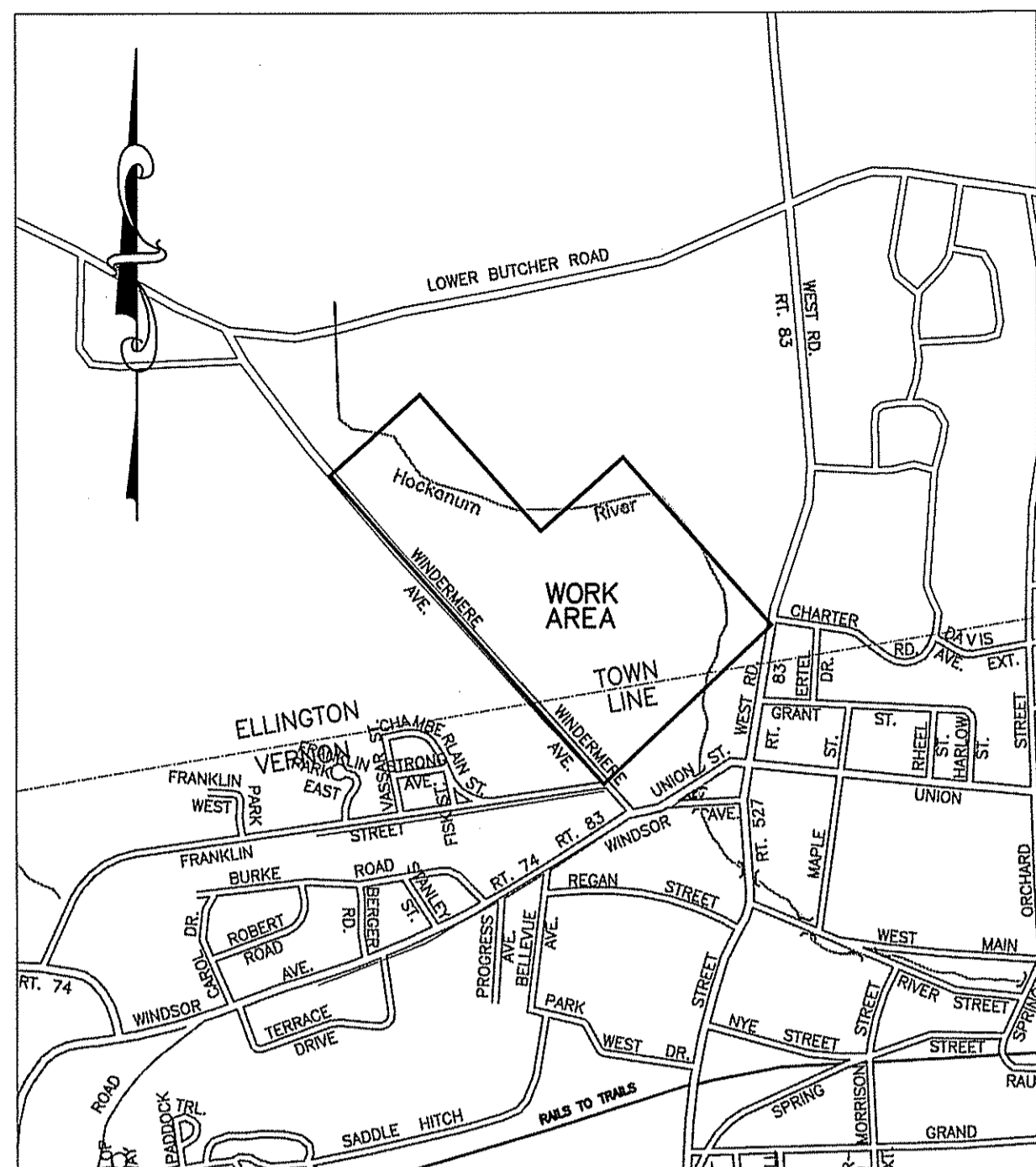
#### Mulch

30#/ 1000 sf (70% wood fiber 30% cellulose)

#### Tackifier

5 oz./ 1000 sf FloccLoc Tackifier

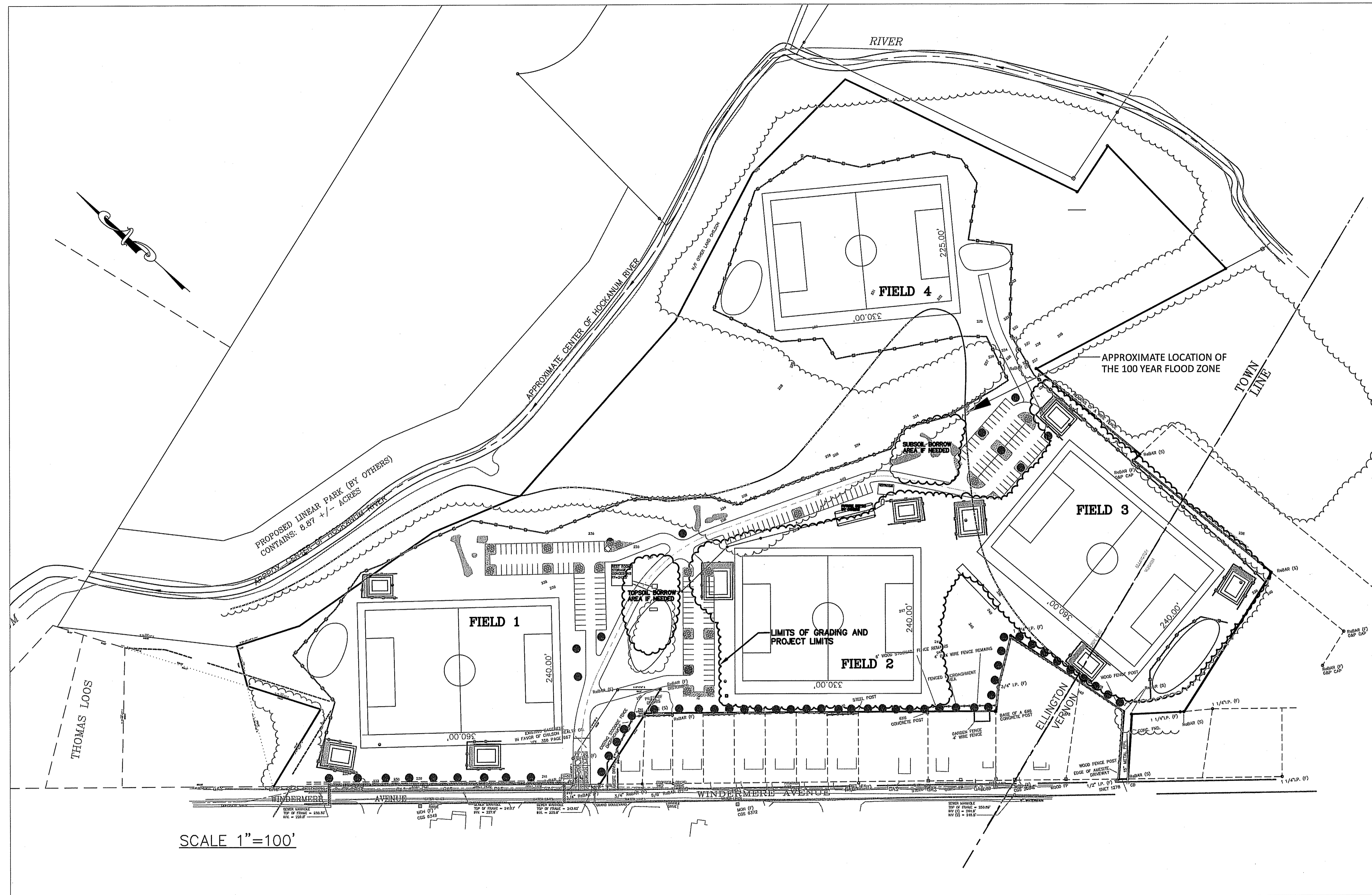
Payment for this item shall be in square yard of the area treated



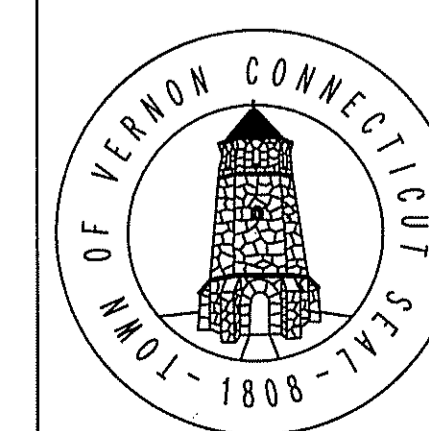
KEY MAP  
SCALE 1" = 1000'

MAP REFERENCE:

- BOUNDARY INFORMATION SHOWN HEREON IS BASED IN PART ON THE FOLLOWING SURVEYS:
  - "REVISION TO SUBDIVISION MAP" LIMITED PROPERTY SURVEY LAND OF CHILSON REALTY CO. LANDMARK SURVEYS, LLC DATED 4/27/2020.
  - PROPERTY SURVEY PREPARED FOR TOWN OF VERNON LAND OF MJS LEASING LLC LANDMARK SURVEYS, LLC DATED 4/27/2020
- CONNECTICUT WATER MAP - PROPOSED WATER MAIN REPLACEMENT PREPARED BY GESICK & ASSOCIATES, P.C. DATED 11/9/2018.
- TOPOGRAPHIC INFORMATION DEVELOPED FROM LIDAR SURVEY PERFORMED BY CT DOT AND ASSESSED FROM UNIVERSITY OF CT MAPPING CENTER.



SCALE 1"=100'



OVERALL SITE PLAN

WINDERMERE FIELDS  
WINDERMERE AVENUE  
ELLINGTON & VERNON CT

TOWN OF VERNON  
ENGINEERING DEPARTMENT  
14 PARK PLACE, VERNON, CT 06066

SCALE: AS NOTED DATE: MAY 28, 2022 SHEET: 1 OF 4  
FILE: Q:\PARKS and REC\WINDERMERE SOCCER FIELDS

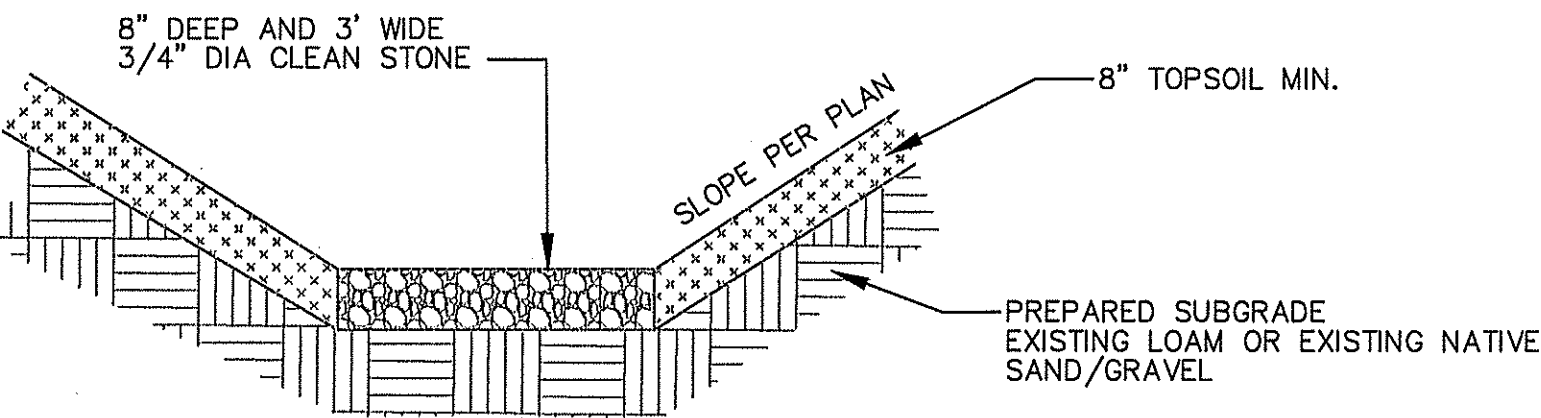


GENERAL NOTES —

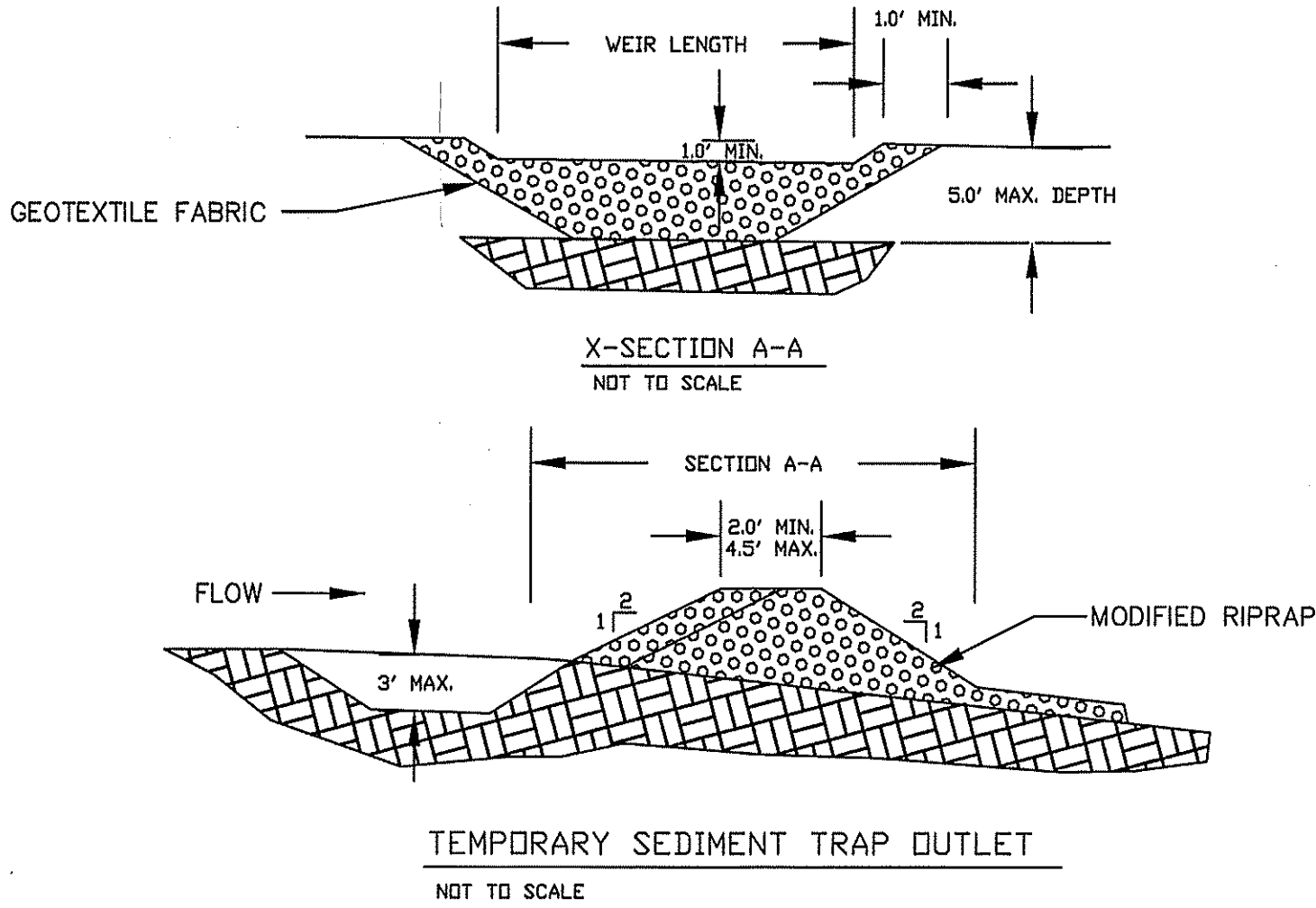
1. ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, AND CONDITIONS OF APPROVAL, AND ALL APPLICABLE REQUIREMENTS, RULES, REGULATIONS, STATUTORY REQUIREMENTS, CODES, LAWS, AND STANDARDS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTION OVER THIS PROJECT.
2. THE CONTRACTOR MUST FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THE TOWN OF VERNON (TOV) ENGINEERING DEPARTMENT, IN WRITING, IMMEDIATELY IF ACTUAL CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.
3. ALL DIMENSIONS SHOWN ON THE PLANS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR MUST NOTIFY THE TOWN OF VERNON ENGINEERING DEPARTMENT, IN WRITING, IF ANY CONFLICTS OR DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY PROPERTY DURING THE COURSE OF CONSTRUCTION.
5. THE TOV IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS, MEANS, TECHNIQUES, OR PROCEDURES FOR COMPLETION OF THE WORK DEPICTED.
6. THE TOV IS NOT RESPONSIBLE FOR JOB SITE SAFETY.
7. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
8. ALL CONSTRUCTION AND MATERIALS MUST COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, LAWS, ORDINANCES, RULES AND CODES, AND ALL APPLICABLE OSHA REQUIREMENTS.

GENERAL EROSION AND SEDIMENT CONTROL NOTES —

1. ALL EROSION AND SEDIMENT CONTROLS MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE "GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL" BY THE CONNECTICUT COUNCIL ON SOIL AND WATER CONSERVATION.
2. ALL SEDIMENT CONTROL PRACTICES AND MEASURES SHALL BE CONSTRUCTED, APPLIED AND MAINTAINED ACCORDANCE WITH THE APPROVED SEDIMENT CONTROL PLAN. EROSION CONTROLS MUST BE INSPECTED AFTER EACH RAINFALL.
3. SILT SHALL BE REMOVED FROM BARRIERS IF GREATER THAN 6-INCHES DEEP OR AS NEEDED.
4. DAMAGED OR DETERIORATED ITEMS WILL BE REPAIRED IMMEDIATELY AFTER IDENTIFICATION.
5. TOPSOIL REQUIRED TO ESTABLISH VEGETATION SHALL BE STOCKPILED IN THE AMOUNT NECESSARY TO COMPLETE THE FINISHED GRADING OF ALL THE DISTURBED AREAS.
6. AREAS TO BE FILLED SHALL BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL, PRIOR TO FILLING.
7. ALL FILL AREAS ARE TO BE COMPACTED AS REQUIRED TO MINIMIZE EROSION, SLIPPAGE AND SETTLEMENT. FILL INTENDED TO SUPPORT STRUCTURES, DRAINAGE, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH THE APPROPRIATE STATE AND LOCAL SPECIFICATIONS.
8. FILL MATERIALS SHALL BE FREE OF BRUSH, RUBBISH, LARGE ROCKS, LOGS, STUMPS, BUILDING MATERIALS, COMPRESSIBLE MATERIALS AND ALL OTHER MATERIALS WHICH MAY INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
9. FROZEN MATERIAL, SOFT MUCK, HIGHLY COMPRESSIBLE MATERIALS AND OTHER OBJECTIONABLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS.
10. SEEPS AND SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH ACCEPTED INDUSTRY STANDARDS.
11. ALL GRADING AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY FOLLOWING ESTABLISHMENT OF THE FINAL GRADE. IF FINISHED GRADING IS TO BE DELAYED FOR MORE THAN 30 DAYS AFTER DISTURBANCE, TEMPORARY SOIL STABILIZATION MEASURES, INCLUDING TEMPORARY SEEDING, SHALL BE APPLIED.
12. TOPSOIL SHALL BE SPREAD TO A MINIMUM DEPTH OF 4". IMPORT TOPSOIL AS NEEDED TO SUPPLEMENT RESERVED TOPSOIL.
13. APPLY SEED UNIFORMLY BY HAND, CYCLONE SEEDER, DRILL, CULTIPACKER TYPE SEEDER OR HYDROSEEDER. NORMAL SEEDING DEPTH IS FROM 1/4" TO 1/2". HYDROSEEDING WHICH IS MULCHED MAY BE LEFT ON THE SURFACE.
14. WHERE FEASIBLE, EXCEPT WHERE EITHER A CULTIPACKER SEEDER OR HYDROSEEDING IS USED, THE SEEDBED SHOULD BE FIRMED FOLLOWING SEEDING WITH A ROLLER OR LIGHT DRAG.
15. INSPECT THE SEEDBED PRIOR TO SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RE-TILLED BEFORE SEEDING.



SWALE REINFORCEMENT  
NOT TO SCALE



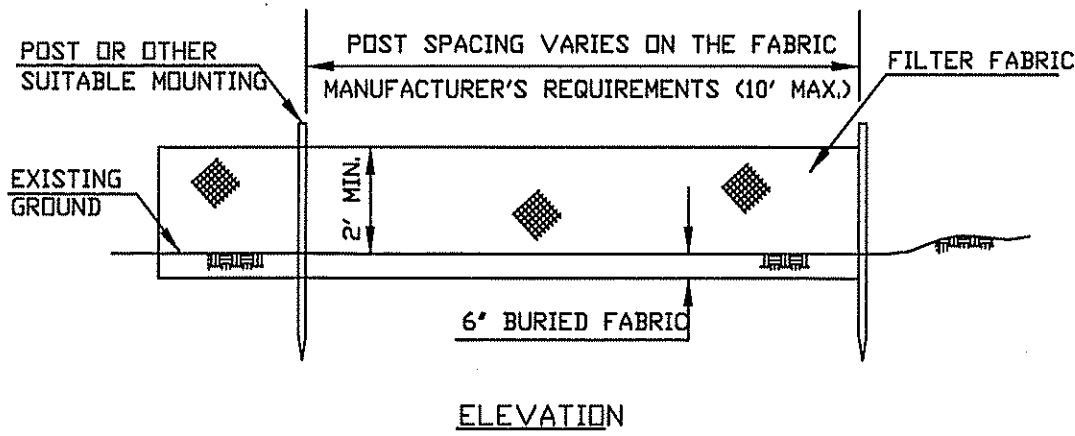
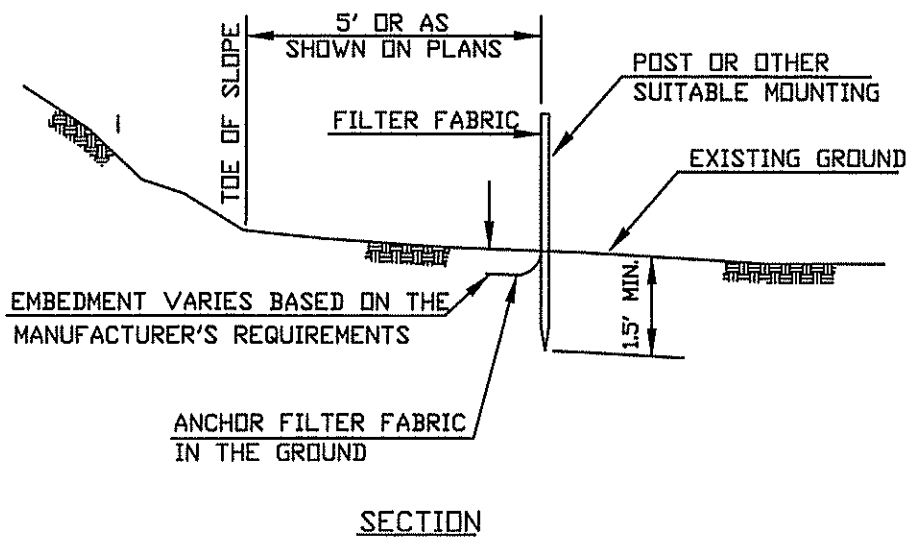
temporary silt traps

revised 5/19/21

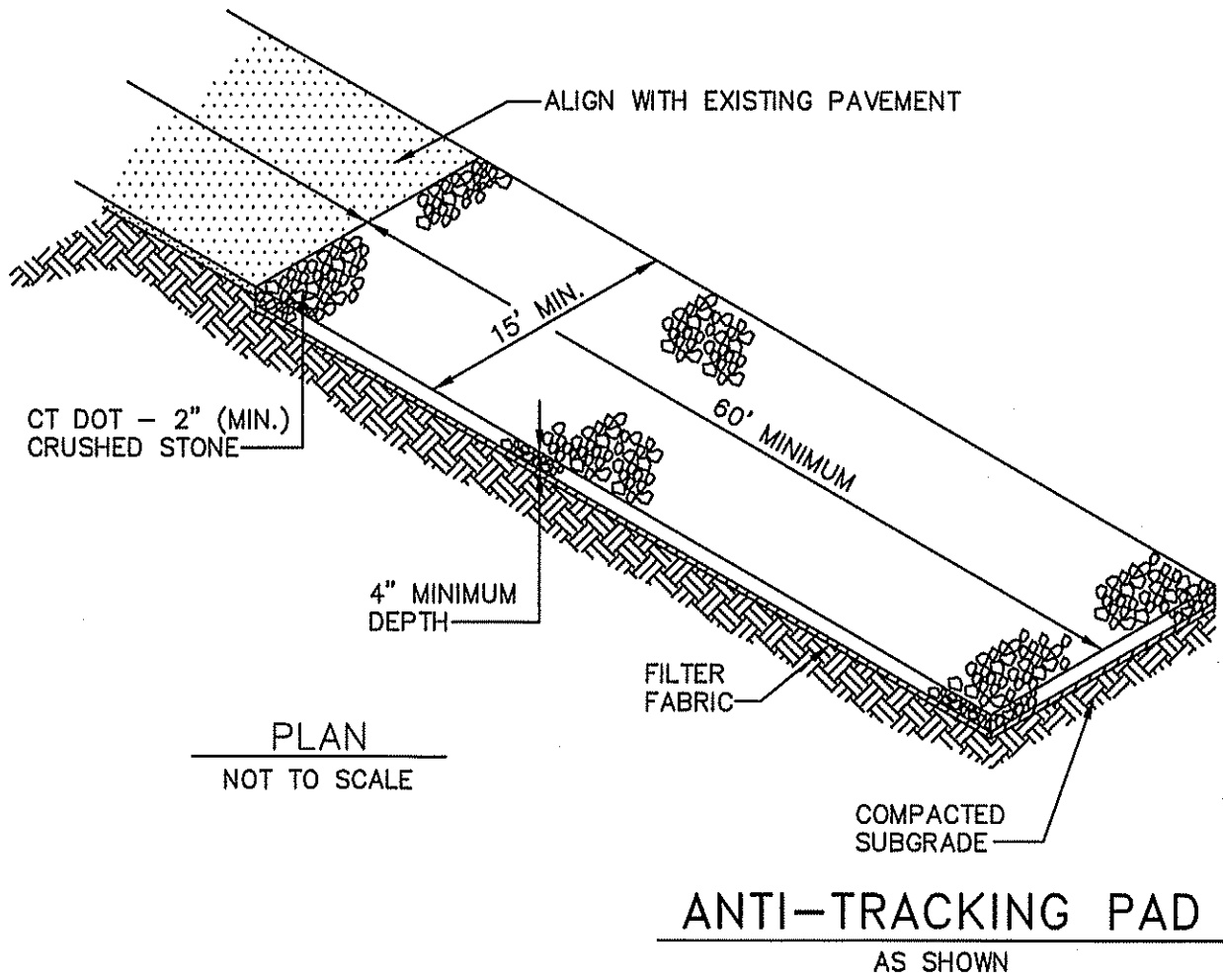
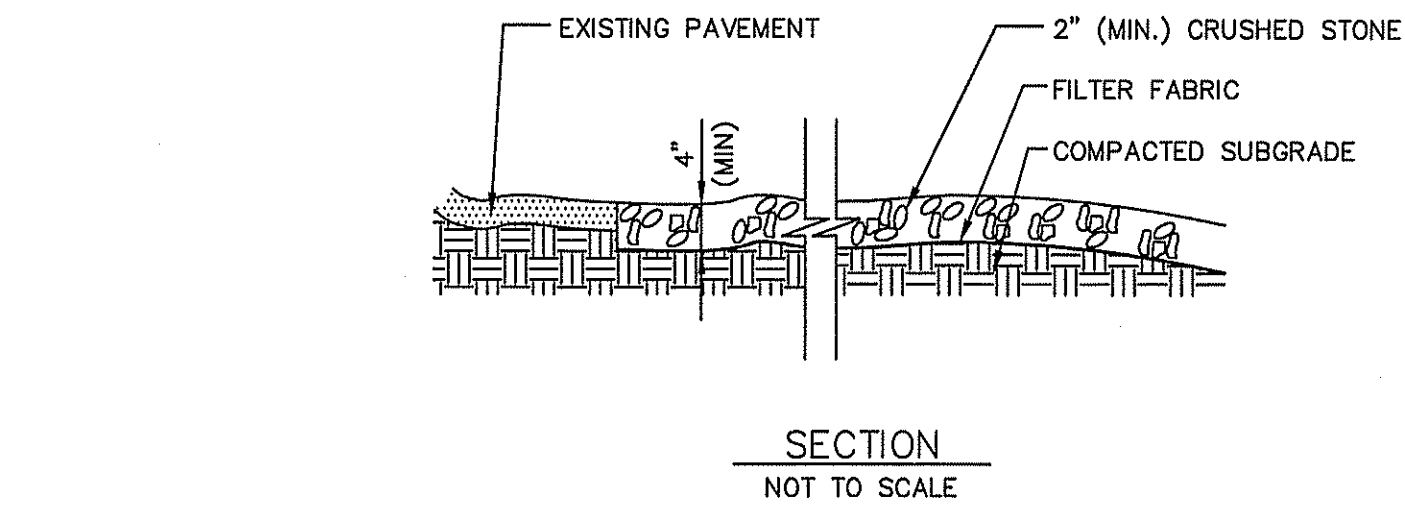
#1	contributing area = 2.0 acres total volume required = 268 cu.yd bottom area = 875 sf (25x35) top area = 2475 sf	elev=231 elev=236	wet volume = 134 cu.yd depth = -3 ft height = +2 ft	dry volume = 134 cu.yd wet vol = 145 dry vol = 156
#2	contributing area = 1.6 acre total volume required = 215 cu.yd bottom area = 600 sf (20x30) top area = 2000 sf	elev=230 elev=235	wet volume = 108 cu.yd depth = -3 ft height = +2 ft	dry volume = 108 cu.yd wet vol = 123 dry vol = 123
#3	contributing area = 2.0 acres total volume required = 268 cu.yd bottom area = 875 sf (25x35) top area = 2475 sf	elev=233 elev=238	wet volume = 134 cu.yd depth = -3 ft height = +2 ft	dry volume = 134 cu.yd wet vol = 145 dry vol = 156
#4	contributing area = 3.0 acre total volume required = 402 cu.yd bottom area = 1575 sf (35x45) top area = 3575 sf	elev=237 elev=242	wet volume = 201 cu.yd depth = -3 ft height = +2 ft	dry volume = 201 cu.yd wet vol = 236 dry vol = 231
#5	contributing area = 1.5 acre total volume required = 201 cu.yd bottom area = 600 sf (20x30) top area = 2000 sf	elev=235 elev=240	wet volume = 101 cu.yd depth = -3 ft height = +2 ft	dry volume = 101 cu.yd wet vol = 108 dry vol = 123
#6	contributing area = 2.6 acres total volume required = 348 cu.yd bottom area = 1200 sf (30x40) top area = 3000 sf	elev=232 elev=237	wet volume = 174 cu.yd depth = -3 ft height = +2 ft	dry volume = 174 cu.yd wet vol = 188 dry vol = 192
#7	contributing area = 2 acres total volume required = 268 cu.yd bottom area = 875 sf (25x35) top area = 2475 sf	elev=234 elev=239	wet volume = 134 cu.yd depth = -3 ft height = +2 ft	dry volume = 134 cu.yd wet vol = 145 dry vol = 156
#8	contributing area = 2 acres total volume required = 268 cu.yd bottom area = 875 sf (25x35) top area = 2475 sf	elev=235 elev=240	wet volume = 134 cu.yd depth = -3 ft height = +2 ft	dry volume = 134 cu.yd wet vol = 145 dry vol = 156
#9	contributing area = 2 acres total volume required = 268 cu.yd bottom area = 875 sf (25x35) top area = 2475 sf	elev=232 elev=237	wet volume = 134 cu.yd depth = -3 ft height = +2 ft	dry volume = 134 cu.yd wet vol = 145 dry vol = 156

GENERAL NOTES

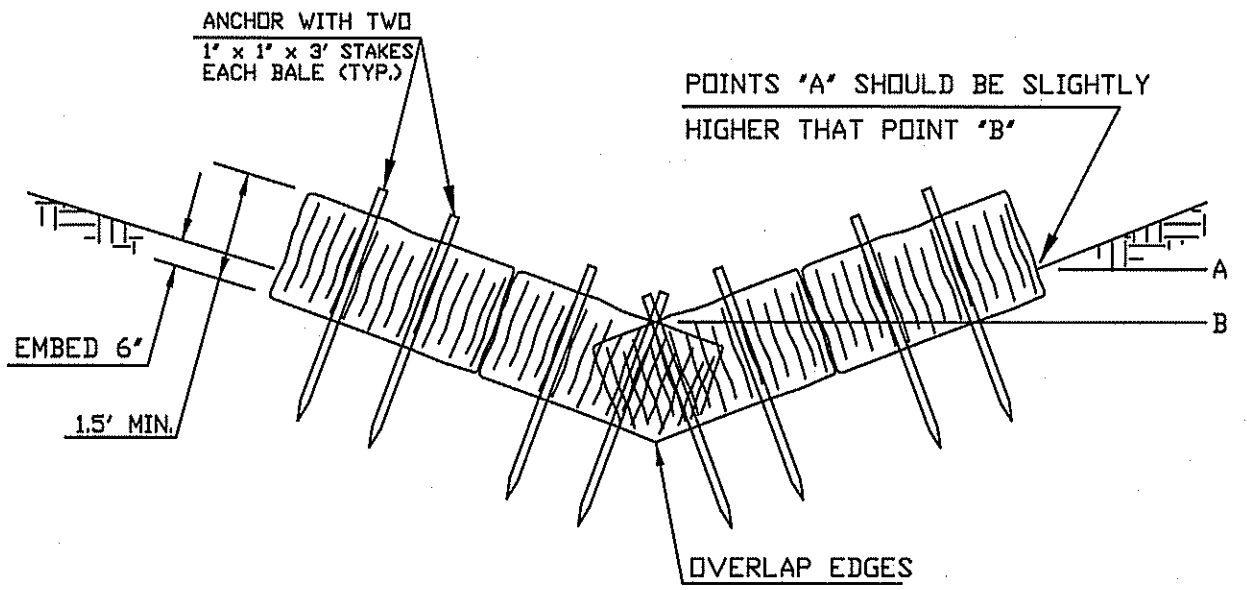
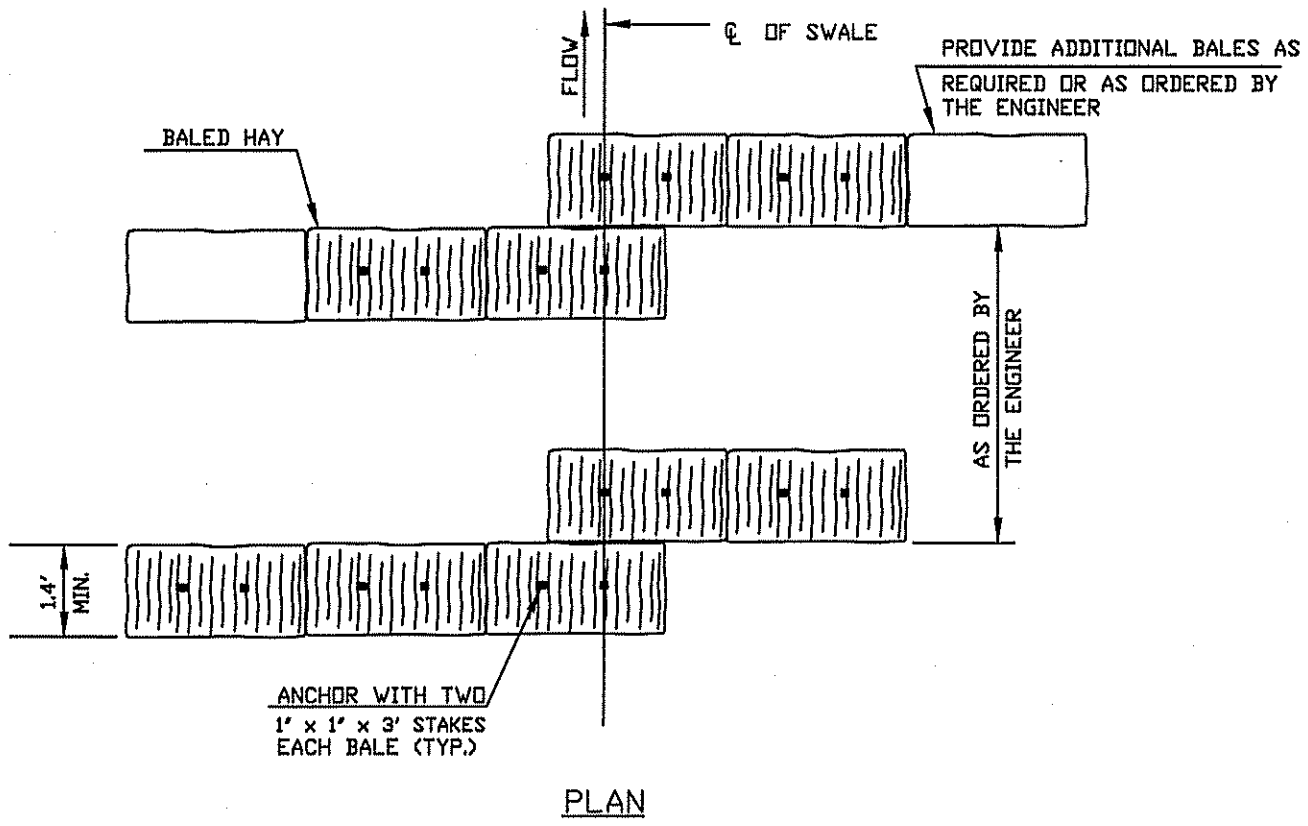
1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN THE EROSION CONTROL SYSTEM AS SHOWN ON THE PLANS PRIOR TO INITIATING ANY CONSTRUCTION ACTIVITY WHICH DISTURBS EXISTING VEGETATIVE GROUND COVER.
2. SEDIMENTATION AND EROSION CONTROL MEASURES SHOWN ARE THE MINIMUM REQUIRED. CONTRACTOR SHALL INSTALL AND MAINTAIN ADDITIONAL MEASURES, AS REQUIRED, TO CONTROL EROSION AS THE CONSTRUCTION PROJECT PROGRESSES.
3. THE CONTRACTOR SHALL DAILY, OR AS DIRECTED, SWEEP THE PAVED ROADWAYS ADJACENT TO THE WORK AREA AND CONDUCT HIS ACTIVITIES TO MINIMIZE THE TRACKING OF SOIL ONTO THE ROADWAYS.



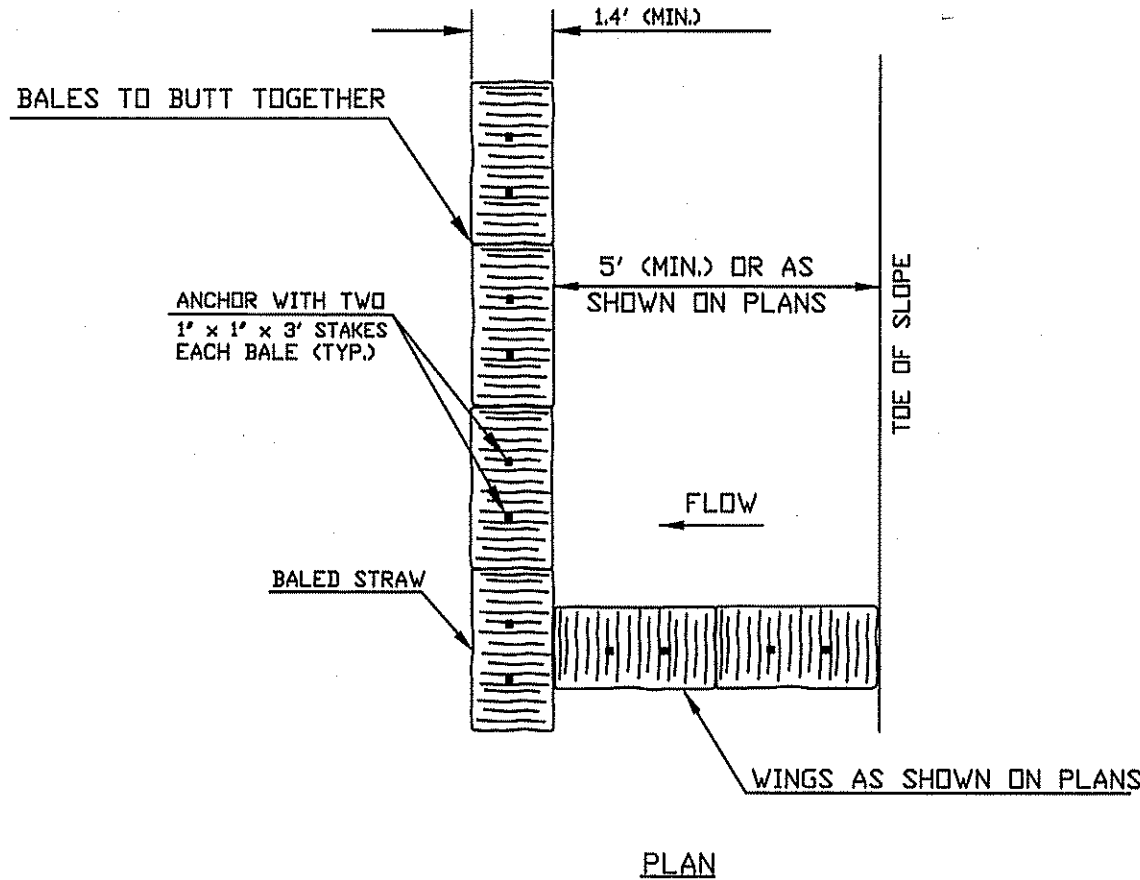
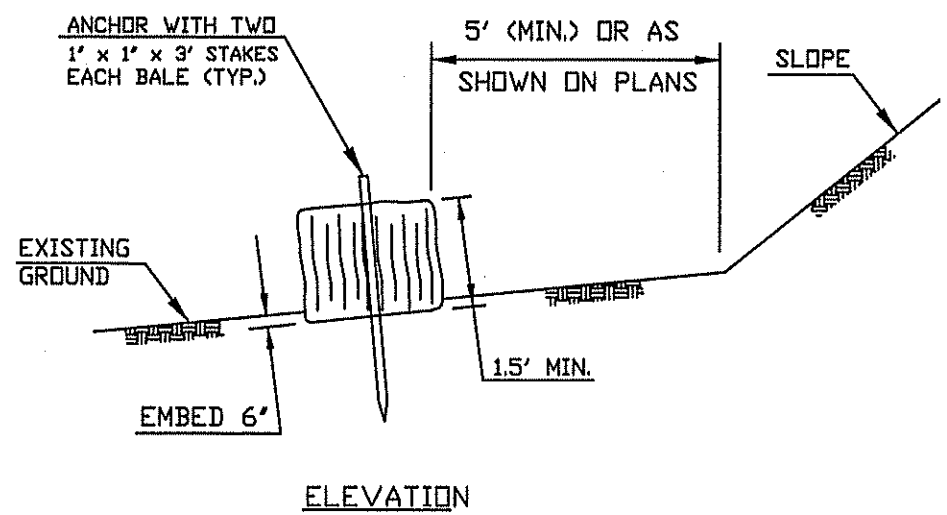
SEDIMENTATION CONTROL SYSTEM - GEOTEXTILE FENCE  
NOT TO SCALE



ANTI-TRACKING PAD  
AS SHOWN



CHECK DAM (STRAW BALES)  
NOT TO SCALE



SEDIMENTATION CONTROL SYSTEM - STRAW BALES  
NOT TO SCALE



SITE PLAN FIELD - 2 & 3

WINDERMERE FIELDS  
WINDERMERE AVENUE  
ELLINGTON & VERNON CT

TOWN OF VERNON  
ENGINEERING DEPARTMENT  
14 PARK PLACE, VERNON, CT 06066

SCALE: AS NOTED DATE: MAY 26, 2022 SHEET: 3 OF 4  
FILE: G:\PARKS and REC\WINDERMERE SOCCER FIELDS

Soil Test Logs

Date: May 12, 2020  
Observed by: Wes Lirot, RS North Central District Department of Health  
David A. Smith, P.E., L.S. Town of Vernon

Test Pit #100  
0 to 19? topsoil  
19 to 30?brown fine sandy loam  
30 to 48?reddish sand and gravel  
48 to 130? reddish medium to fine sand  
No ledge  
No seepage  
Few roots outside of A horizon ? field

Test Pit #101  
0 to 14? topsoil  
14 to 30?reddish sand and gravel  
30 to 94?reddish medium to coarse stratified sand with gravel  
No ledge  
No Seepage  
Few roots

Test Pit #102  
0 to 13? topsoil with gravel  
13 to 22?red brown loamy gravel  
22 to 98?reddish coarse sand and gravel with cobbles  
No ledge  
No Seepage

Test Pit #103  
0 to 14? topsoil  
14 to 55?reddish sand and gravel]  
55 to 101? reddish medium sand  
No ledge  
No seepage

Date: March 14, 2022  
Observed by: Joseph H. Boucher, M.S., L.S., Town Surveyor, Town of Vernon  
Craig Perry, Senior Engineering Technician Town of Vernon

Test Pit #1  
(southwest corner field #1)  
(set stand pipe)  
This area has been previously stripped and topsoil has been removed; estimate that existing grade is minus 2 feet from original grade  
0 to 20? sandy/silty gravel  
20 to 36? silty alluvial layer (dark)  
36 to 60? coarse sand, medium gravel (stone sizes up to 6?)  
60 to 96? coarse sand/small gravel  
No ledge  
No seepage  
No mottling  
No roots (farm field)

Test Pit #2  
(northwest corner field #1)  
(set stand pipe)  
0 to 16? topsoil  
16 to 24? orange/brown fine sandy loam  
24 to 36? silty sand & gravel  
36 to 96? coarse sand & gravel (stone sizes 4 to 6?)  
No ledged  
No seepage  
Possible mottling at 80?  
No roots (farm field)

Test Pit #3  
(northwest corner of field #3)  
(set stand pipe)  
0 to 32? topsoil  
32 to 52? orange/brown fine sandy loam, rocky  
52 to 86? coarse sand & medium gravel (stone sizes to 5?)  
No ledge  
Mottling @ 69?  
Seepage @ 78?  
No roots (farm field)

Test Pit #4  
(southeast corner of field #3)  
(set stand pipe)  
0 to 17? topsoil  
17 to 24? gravelly orange/brown fine sandy loam  
24 to 37? silty gravel  
37 to 96?coarse sand and gravel, stones to 3?  
Seepage @ 93?  
Mottling @ 93?  
No ledge  
No roots (farm field)

Test Pit #5  
(westerly of northwest corner of 7-Eleven property)  
(set stand pipe)  
0 to 18? topsoil  
18 to 32? orange/brown fine sandy loam, rocky  
32 to 60? medium gravel coarse sand  
60 to 99? coarse sand/fine gravel  
Seepage @ 84?  
Mottling @ 75?  
No ledge  
No roots (farm field)

Test Pit #6  
(southwest corner of field #2)  
(set standpipe)  
0 to 16? topsoil  
16 to 30? gravelly orange/brown fine sandy loam  
30 to 96? coarse sand/fine gravel  
No ledge  
No seepage  
No mottling  
No roots (farm field)

Date: April 12, 2022  
Observed by: Wes Lirot, RS North Central District Department of Health  
Joseph H. Boucher, M.S., L.S. Town of Vernon

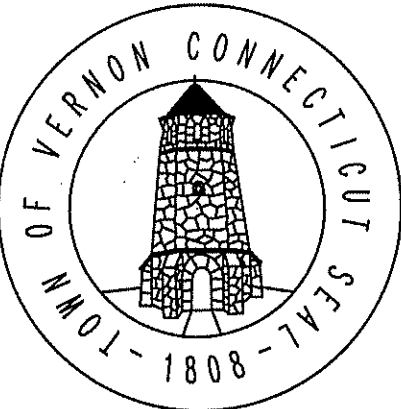
Test Pit #201  
(set standpipe)  
0 to 14? topsoil  
14 to 36? mixed topsoil fine sandy loam  
36 to 54? red brown fine sandy loam  
54 to 124? coarse sand medium gravel  
No roots (in farm field)  
No Ledge  
Groundwater @ 114? (9' 6")

Test Pit # 202  
(set standpipe)  
0 to 17? topsoil  
17 to 127? sand and gravel (small stones size)  
No roots (in farm field)  
No ledge  
Groundwater @ 114? (9' 6")

Test Pit #203  
(set standpipe)  
0 to 19? topsoil  
19 to 32? red brown fine sandy loam  
32 to 48? red brown fine sandy loam sandy/gravelly  
48 to 57? coarse sand fine  
57 to 137? sand and gravel  
No roots (in farm field)  
No Ledge  
Groundwater @ 122?

Test Pit #204  
(set standpipe)  
0 to 20? topsoil  
20 to 41? red brown fine sandy loam  
41 to 54? coarse sand medium gravel small stones to 2?  
54 to 72? coarse sand  
72 to 147? coarse sand medium gravel  
No roots (in farm field)  
No ledge  
Groundwater @ 132?

Test Pit #205  
(set standpipe)  
0 to 10? topsoil  
10 to 24? red brown fine sandy loam  
24 to 112? coarse sand medium gravel, most stones to 4? some to 12?  
112 to 126? coarse sand  
126 to 140? coarse sand medium gravel  
No roots (in farm field)  
No ledge  
Groundwater @ 130?



SITE PLAN FIELD - 2 & 3

WINDERMERE FIELDS  
WINDERMERE AVENUE  
ELLINGTON & VERNON CT

TOWN OF VERNON  
ENGINEERING DEPARTMENT  
14 PARK PLACE, VERNON, CT 06066

SCALE: AS NOTED | DATE: MAY 26, 2022 | SHEET: 4 OF 4  
FILE: Q:\PARKS and REC\WINDERMERE SOCCER FIELDS