

TOWN OF LEDYARD

**BILL LIBRARY
HANDICAP RAMP & STAIRS**

SPECIFICATIONS

FEBRUARY 2007

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HANDICAP RAMP & STAIRS

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HANDICAP RAMP & STAIRS

February 12, 2007

TOWN OF LEDYARD, CONNECTICUT
INVITATION TO BID - # 2007-17

The Town of Ledyard seeks sealed bids for Handicap Ramp and Stairs at the Bill Library. Bidding documents and specifications are available between 9:00 a.m. and 4:00 p.m. at the Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT 06339. Specifications may also be obtained by contacting Ms. Doris Fonner at 860.464.3220, or at the Town's web site <http://www.town.ledyard.ct.us>

Sealed proposals will be received by the Director of Finance until 2:00 P.M. on March 1, 2007 at the above address, at which time they will be publicly opened and read aloud in the Office of the Mayor. Proposals received after that time will not be accepted and will be returned to the bidder unopened. Sealed proposals should be clearly marked **"SEALED BID NO. 2007-17: HANDICAP RAMP AND STAIRS AT BILL LIBRARY"**

The Town of Ledyard reserves the right to waive technical defects in the bids; to reject any bids which do not conform to terms and conditions described in the specifications; to reject any or all bids and again invite bids; and waive informalities or irregularities in the bidding process.

The award of a contract, if awarded, will be to the lowest responsible bidder, provided that the bid is reasonable, and provided that it is in the best interest of the Town of Ledyard to accept such bid, and subject to any choice by the Town of Ledyard as to any alternate specifications as may be agreed upon.

Ms. Diane L. Napier
Director of Finance

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

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INFORMATION FOR BIDDERS

1. INSURANCE:

A copy of mandatory insurance must be delivered to the Town of Ledyard, Mayor's Office, a minimum of twenty-four (24) hours prior to start date.

INSURANCE REQUIREMENTS

The successful bidder must provide the Town with a Certificate of Insurance and maintain it current as follows:

Worker's Compensation, as required by State Statue

Commercial General Liability

2,000,000	General Aggregate
2,000,000	Products Completed Operations Aggregate
1,000,000	Personal & Advertising Injury
1,000,000	Each Occurrence Bodily Injury & Property Damage
100,000	Fire Damage Any One Fire
5,000	Medical Payments Any One Person
	Including Explosion Collapse and Underground

Automobile Liability

1,000,000	Combined Single Limit Bodily Injury & Property Damage
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The contractor shall indemnify, hold harmless, and defend the Town of Ledyard from and against any and all liabilities, claims, penalties, thereto, including but not limited to, costs of defense settlement, and reasonable attorney's fees, which may be alleged against the Town of Ledyard which the Town may incur, become responsible for, or pay out as a result of death, bodily injury to any person, damage to or destruction of any property, contamination of or adverse effects on the environment or any violation or alleged violation of governmental law regulation, order caused by, arising out of, or in any manner connected with his provision of construction service to the Town of Ledyard. The Contractor shall be liable for and shall indemnify the Town of Ledyard from and against any injury or loss whatever resulting from the negligent act or omission of any employee or agent of the Contractor or from the failure of or inadequacy of any of the Contractor's equipment.

2. BUILDING PERMIT:

A building permit is required. No fee is applicable.

3. DISPOSAL OF MATERIALS:

All debris is the responsibility of the contractor. All debris is to be removed daily or a suitable container may be used. The area around the building is to be kept clean of debris nightly due to late hours of operation.

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4. START AND COMPLETION DATES:

Project is to begin in early spring 2007 with a mandatory completion by June 15, 2007 including the submission of all invoices. Bidders shall supply a schedule of work. Once Project has begun it is to continue less weather restrictions and be completed thirty days (30) consecutive calendar days from the notice to proceed.

5. MATERIAL AND LABOR GUARANTEE:

Materials to be incorporated into the work are indicated on the drawings.

Inspection of the Work shall not relieve the Contractor of any obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials shall be replaced by the Contractor at no cost to the Town, notwithstanding that such work or materials may have been previously overlooked or accepted or estimated for payment. If the Work or any part thereof shall be found defective at any time before final acceptance of the Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Town of Ledyard.

A two (2) year contractor material and labor guarantee is incorporated into the Bid Proposal.

6. SCOPE OF WORK:

Ramp Replacement work includes but is not limited to the following.

- Install a temporary ramp at alternative entrance for use during construction period.
- Delineate and sign temporary Handicap parking space near the temporary ramp for use during construction period.
- Demolish existing concrete ramp, railings and paving at base of stairs and remove all debris
- Remove stone wall at bottom end of ramp – stones to be left with owner
- Install sedimentation control devices
- Transplant shrubs affected by underdrain installation to a temporary location
- Install foundation underdrain and outlet pipe, trench pave parking lot, loam and seed lawn.
- Construct new entry steps and landing with 6” concrete, broom finished and reinforced with #5 rebars at 9” O.C. in both directions as specified on the drawing.
- Construct concrete ramp as specified on drawing with two 60” X 60” flat landings.
- Fill between new ramp and existing foundation wall with clean fill and 8” topsoil; fine grade and seed.
- Install galvanized railings on stairs and ramp as specified
- Construct stone columns as specified
- Install natural stone walls on face of ramp and stairs as specified

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- Replant shrubs
- Remove temporary ramp at completion of project
- Establish Handicap parking space and sign near new ramp

7. CONTACT PERSONS

Bob Kardys, Building and Grounds Foreman - (860) 464-9060
Steve Steadman, Town Engineer- (860) 464-3212
Gale Bradbury, Library Director - (860) 464-9917

8. MISCELLANEOUS:

Hours of operation are:
Monday – Thursday 9 A.M. – 9 P.M.
Friday & Saturday 9 A.M. - 5 P.M.

The contractor will barricade the construction area to ensure public safety but will maintain traffic flow in the parking lot

Notify librarians when building access/exit will be compromised. Contractor is to secure this area with "caution tape". No admittance or exit will occur endangering the public or library workers. Librarians will allow and instruct entry/exit via other doors with use of various signage.

All shrubbery shall be protected and transplanted shrubbery shall be watered daily.

9. PERFORMANCE BOND: / LABOR & MATERIAL BOND:

A performance Bond in the full amount of the bid and a Labor and Material Bond in the same amount will be required from the successful bidder for the faithful performance on the Contract. The Bonds must be in favor of the Town of Ledyard and executed by a Surety Company authorized to do business in the State of Connecticut. In lieu of the above bonds, alternate surety in the same amount, in the form of a secured passbook, if acceptable to the Town Treasurer, may be substituted. The security must be posted and accepted within thirty (30) days of the notification to award and prior to commencement of any work under the contract.

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BID FORM:

To: Town of Ledyard, CT

Project: Bid # 2007-17, Handicap Ramp and Stairs, Bill Library,
718 Colonel Ledyard Highway, Ledyard, CT 06339

Date: _____

Submitted by: _____
(full name)

(full address)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief description, unit or lump-sum price bid in both works and figures</u>	<u>Total in Figures</u>
1		Handicap Ramp and Stairs	
1a	Lump Sum	Furnish and install handicap ramp and stairs as shown on drawing 1 of 2, lump sum, dollars and cents (\$.....)	\$.....
2		Underdrain	
2a	125 L.F.	Furnish and install 4-in.PVC underdrain, including all connections and fitting, per linear foot, dollars and cents (\$.....)	\$.....
2b	275 L.F.	Furnish and install 4-in.PVC pipe, including all connections and fitting, per linear foot, dollars and cents (\$.....)	\$.....

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1. OFFER

BASE BID:

Having examined the Place of the Work and all matters referred to in the Invitation to Bid for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work, for the **TOTAL SUM PRICE** for Item **1** inclusive of:

.....dollars
and cents(\$.....) \$.....

BID ALTERNATE A

Having examined the Place of the Work and all matters referred to in the Invitation to Bid for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work, for the **TOTAL SUM PRICE** for Items **2a** and **2b** inclusive of:

.....dollars
and cents(\$.....) \$.....

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

If the Owner accepts this bid within the time period stated above, we will:

- Execute the Agreement within fourteen days of receipt of Notice of Award.
- Furnish the required 100 percent (100%) Performance Bond and 100 percent (100%) Labor and Materials Bond within fourteen days of receipt of Notice of Award in the form described in Supplementary Conditions.
- Commence work within seven days after written Notice to Proceed.

3. CONTRACT TIME

If this Bid is accepted, we will:

- Complete the Work within thirty (30) consecutive calendar days after formal execution of the Agreement.

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4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

5. BID FORM SIGNATURES

(Bidder - print the full name of firm)

(Bidder's address, city, state, zip)

was hereunto affixed in the presence of:

(Authorized signing officer and Title)

(Seal)

(Authorized signing officer and Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture/partnership in the appropriate form or forms as above.

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EXPERIENCE QUESTIONNAIRE

Bidder: _____
(Print the Full Name of your Firm)

By: _____
(Authorized Signing Officer and Title)

Principal Office: _____

(The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.)

1. Is your organization in business as a general contractor under your present business name?
2. What comparable projects has your organization completed within the last five years?

A. Contract Amount: \$ _____
Class of Work: _____
When Completed: _____
Name/Address of Owner: _____
Engineer/Architect: _____
Telephone Number: _____

B. Contract Amount: \$ _____
Class of Work: _____
When Completed: _____
Name/Address of Owner: _____
Engineer/Architect: _____
Telephone Number: _____

C. Contract Amount: \$ _____
Class of Work: _____
When Completed: _____
Name/Address of Owner: _____
Engineer/Architect: _____
Telephone Number: _____

D. Contract Amount: \$ _____
Class of Work: _____
When Completed: _____
Name/Address of Owner: _____
Engineer/Architect: _____
Telephone Number: _____

ADD ADDITIONAL PAGES AS NECESSARY

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3. Subcontractor(s) Retained: _____

A. Contract Amount: \$ _____
Class of Work: _____
When Completed: _____
Name/Address of Owner: _____
Engineer/Architect: _____
Telephone Number: _____

B. Contract Amount: \$ _____
Class of Work: _____
When Completed: _____
Name/Address of Owner: _____
Engineer/Architect: _____
Telephone Number: _____

C. Contract Amount: \$ _____
Class of Work: _____
When Completed: _____
Name/Address of Owner: _____
Engineer/Architect: _____
Telephone Number: _____

D. Contract Amount: \$ _____
Class of Work: _____
When Completed: _____
Name/Address of Owner: _____
Engineer/Architect: _____
Telephone Number: _____

ADD ADDITIONAL PAGES AS NECESSARY

Dated at: _____ this _____ day of _____, 2006.

Name of Organization: _____

By: _____

Title of Person Signing: _____

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NOTICE TO BIDDERS

Upon receipt of written notice of the acceptance of this BID, Bidder will execute the formal contract agreement attached within 10 days and deliver the Performance and Payment Bond as required.

Respectfully submitted by: _____

Name of Bidder: _____

Signature and Title: _____

Business Address: _____

City, State: _____

Telephone Number: _____

Seal (If Bid is by a Corporation)

The undersigned Bidder, having familiarized himself with the conditions and requirements that affect the cost of the work described in the Project Manual and drawings, will provide all labor, materials, tools, machinery and other necessary items specified or needed to complete the work.

The undersigned Bidder will be able to commence work on _____, 2007

and complete work on: _____, 2007.

The mandatory completion date is June 15, 2007

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**STATEMENT OF BIDDER'S COMPLIANCE WITH EQUAL EMPLOYMENT
OPPORTUNITY LAWS AND REGULATIONS INCLUDING
EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulations regarding equal employment opportunities for minorities and women, and;

has _____ or has not _____ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 2007.

Notary Public

My Commission expires _____, 2007

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID FORMS

EEO

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AGREEMENT

THIS AGREEMENT, made this the _____, by and between the Town of Ledyard, Ledyard, Connecticut acting herein through its Board of Selectmen, hereinafter called "OWNER" and _____, a corporation doing business hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction of The Bill Library Handicap Ramp & Stairs, hereinafter called the Project, for the sum of_____. (\$_____) and all extra work in connection therewith, under the terms as stated in the Contract Documents and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Contract Documents.

The term "Contract Documents" means and includes the following:

- (A) INVITATION TO BID
- (B) INFORMATION FOR BIDDERS
- (C) BID FORM
- (D) AGREEMENT
- (E) PERFORMANCE BOND
- (F) LABOR & MATERIAL BOND
- (G) GENERAL CONDITIONS
- (H) SPECIAL CONDITIONS
- (I) TECHNICAL SPECIFICATIONS:

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(J) ADDENDA:

NO. _____, dated _____, 2007

NO. _____, dated _____, 2007

NO. _____, dated _____, 2007

The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the Contract Documents.

This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in four (4) copies each of which shall be deemed an original on the date first written above:

Witnessed:

OWNER:

Town of Ledyard, Connecticut

BY: _____

Susan B. Mendenhall

Mayor

STATE OF CONNECTICUT)

) ss.

COUNTY OF NEW LONDON)

The foregoing instrument was acknowledged before me this day of _____, 2007, by Susan B. Mendenhall, as Mayor of the Town of Ledyard, a municipality of the State of Connecticut, on behalf of the Town of Ledyard.

Commissioner of Superior Court

Notary Public

My Commission Expires:

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CONTRACTOR:

BY:

NAME: _____

ADDRESS:

STATE OF _____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of the _____, as _____ of _____, a _____ corporation, on behalf of the corporation

(month) (title) (name of corporation) (state of incorporation)

Commissioner of Superior Court
Notary Public
My Commission Expires:

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
a _____ hereinafter called
(Corporation, Partnership or Individual)

"Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety", are held and firmly bound unto

Town of Ledyard of Ledyard, Connecticut,
(Owner) (City and State)

hereinafter called "OWNER", in the penal sum of
_____ dollars and no cents. (\$_____)
in lawful money of the United States, for the payment of which sum
well and truly 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 _____, 2007 a copy of which is hereto
attached and made a part hereof for the construction of:

**Bill Library, Handicap Ramp & Stairs, 718 Colonel Ledyard Highway,
Ledyard, CT.**

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
he shall satisfy all claims and demands incurred under such
CONTRACT, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of
failure to do so, and shall reimburse and repay the OWNER all
outlay and expense which the OWNER may incur in making good any
default, and make at its own cost and expense any and all defects
and deficiencies in materials or workmanship which may appear in
the work provided for in said CONTRACT within the period of two
years from the date of approval and acceptance of all work under
said CONTRACT, then this obligation shall be void; otherwise to
remain in full force and effect.

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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 or 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 contract or to the work or to the specifications.

AND PROVIDED, however, that the Surety and Sureties, for value received, hereby stipulate and agree to fully perform and complete the work mentioned and described in said CONTRACT and Specifications, or cause said work to be performed and completed pursuant to the terms, conditions, and covenants thereof, if for any cause, said Principal fails or neglects to fully perform and complete said work; and the Surety or Sureties further agree to commence said work of completion or cause said work of completion to commence within twenty (20) days of notice thereof from the OWNER and to complete same or cause same to be completed within twenty (20) days of the time allowed, said Principal, in said CONTRACT and Specifications for the completion of said work.

AND PROVIDED, THAT THE SAID Surety and Sureties, for value received hereby further stipulate that should the Principal for any reason terminate the CONTRACT or have the CONTRACT terminated, the OWNER shall have the right to complete the contract, under the direction of its own ENGINEER with all rules, regulations, clauses, etc., of the original contract and specifications in full effect.

AND FURTHER PROVIDED, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after twenty-four (24) months from the date on which the final payment under the CONTRACT falls due.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any claimant hereunder, whose claim may be unsatisfied.

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IN WITNESS WHEREOF, this instrument is executed in Four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2007.

ATTEST:

Principal

(Principal) Secretary

By _____(s)
(SEAL)

(Address-Zip Code)

Witness as to Principal

(Address-Zip Code)

ATTEST:

(Surety) Secretary

(SEAL)

Surety

By _____
Attorney-in-Fact

Witness as to Surety

(Address-Zip Code)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute Bond.

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LABOR & MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

a _____ hereinafter called
(Corporation, Partnership or Individual)

"Principal" and _____
(Surety)

of _____, State of _____
hereinafter called the "Surety", are held and firmly bound unto

_____ of _____
(Owner) (City and State)

hereinafter called "Owner", in the penal sum of
_____ dollars and no cents. (\$_____) in
lawful money of the United States, for the payment of which sum
well and truly 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 _____, 2007, a copy of which is hereto
attached and made a part hereof for the construction of:

**Bill Library, Handicap Ramp & Stairs, 718 Colonel Ledyard Highway,
Ledyard, CT.**

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, repairs on machinery, equipment and
tools, consumed or used in connection with the construction of
such work, and telephone, electric, water or other utility
service, or rental of equipment directly applicable to the
CONTRACT, 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.

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

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

PROVIDED, FURTHER, that the above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant who has not been paid in full may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant as follows:

- a. After the expiration of two (2) years following the date on which Principal ceased work on said CONTRACT.
- b. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

PROVIDED, FURTHER, that the amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2007.

ATTEST:

Principal

(Principal) Secretary

By _____

(s) (SEAL)

Address-Zip Code)

Witness as to Principal

(Address-Zip Code)

ATTEST:

(Surety) Secretary

(SEAL)

Surety

By _____
Attorney-in-Fact

Witness as to Surety

(Address-Zip Code)

(Address-Zip Code)

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

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GENERAL CONDITIONS

SUBSECTION

1. Definitions
2. Notice
3. Intent
4. Codes, Regulations and Issue Date of Standard Specifications
5. Drawings and Specifications
6. Conflicting Conditions
7. Notice to Proceed
8. Time for Completion and Liquidated Damages
9. The Contractor's Duties and Rights
10. The Engineer's Authority
11. The Owner's Duties and Rights
12. Assignment
13. Insurance and Indemnification
14. Contract Security
15. Extra Work
16. Extension of Contract Time
17. Progress Payments
18. Acceptance and Final Payment
19. Correction of Faulty Work after Final Payment
20. Protection of Lives and Health
21. Subcontractors

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GENERAL CONDITIONS

1. DEFINITIONS

.1 The CONTRACT comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the CONTRACT:

- a. Legal and Procedural Documents
 - 1) Invitation to Bid
 - 2) Information for Bidders
 - 3) Bid Form
 - 4) Agreement
 - 5) Performance Bond
 - 6) Labor & Material Bond
- b. General Conditions
- c. Special Conditions
- d. Technical Specifications, Drawings and Addenda

.2 ENGINEER: Town Engineer

.3 STATE: The State of Connecticut

.4 OWNER: The OWNER is the Town of Ledyard, acting through its Mayor.

.5 CONTRACTOR: The General CONTRACTOR, and is the CONTRACTOR named in the Contract Documents.

.6 SUBCONTRACTOR: Any person, firm or corporation with a direct CONTRACT with the CONTRACTOR who acts for or in behalf of the CONTRACTOR in executing any part of the CONTRACT, but does not include one who merely furnishes material.

.7 WORK on (at) the project: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the CONTRACTOR and any SUBCONTRACTOR.

.8 CONTRACT: The AGREEMENT covering the performance of the work described in the Contract Documents and Plans including all supplemental agreements thereto and all general and special provisions pertaining to the work or materials therefore.

.9 PERFORMANCE AND LABOR & MATERIAL BONDS: The approved forms of security furnished by the CONTRACTOR and his Surety as a guaranty of good faith on the part of the CONTRACTOR to execute the work in accordance with the terms of the CONTRACT.

.10 SURETY: The person, firm or corporation who executes the CONTRACTOR's Performance and LABOR & MATERIAL Bonds.

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.11 SPECIFICATIONS: The Legal and Procedural Documents, General Conditions, Special Conditions and Technical Specifications with all Addenda thereto.

.12 DRAWINGS: Those listed herein in the Special Conditions.

.13 EXTRA WORK: Work other than that required either expressed or implied by the CONTRACT in its present form.

.14 CHANGE ORDER: A written order issued by the ENGINEER to the CONTRACTOR directing certain changes, additions, or reductions in the work or in the materials or methods to be used.

.15 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

.16 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the work to be performed.

.17 BIDDER: Any person, firm or corporation submitting a bid for the work.

.18 CONTRACT DOCUMENTS: The CONTRACT, including, Invitation to Bid, Information for Bidders, Bid Form, Agreement, Labor & Material Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.

.19 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Documents.

.20 CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the work.

.21 CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

.22 DRAWINGS: The part of the Contract Documents which shows the characteristics and scope of the work to be performed and which have been prepared or approved by the ENGINEER.

.23 NOTICE OF AWARD: The written notice of the acceptance of the bid from the OWNER to the successful BIDDER.

.24 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the work and establishing the date of commencement of the work.

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.25 OWNER: Town of Ledyard, acting though it's Mayor.

.26 SUPPLIER: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

.27 WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

2. NOTICE

Written notice shall be considered as served when delivered in person or sent by certified mail to the individual, firm or corporation.

3. INTENT

.1 The intent of the Contract Documents is that the CONTRACTOR shall provide and pay for all materials, labor, tools and equipment necessary to execute, complete, and deliver the work within the specified time.

.2 Any work performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the OWNER.

4. CODES, REGULATIONS AND ISSUE DATE OF STANDARD, SPECIFICATIONS

.1 Where standard specifications, codes, regulations are referred to in these Specifications, the applicable portion thereof shall be of the same effect as if fully printed herein, and the work done in full accordance therewith.

5. DRAWINGS AND SPECIFICATIONS

.1 One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the ENGINEER at all times.

.2 Any discrepancies found between the Drawings and Specifications and site conditions shall be immediately reported to the ENGINEER. Any work done by the CONTRACTOR after his discovery of such discrepancies without notifying the ENGINEER shall be done at the CONTRACTOR's risk.

.3 Further instructions may be issued by the ENGINEER during the progress of the work by means of oral or written instruction to make more clear changes in the work to be done. The CONTRACTOR shall carry out the work in accordance with the additional instructions.

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6. CONFLICTING CONDITIONS

.1 On the Plans, the dimensions shown shall govern in case of any discrepancy between a scaled distance and the figures shown. Any apparent discrepancies shall be submitted to the ENGINEER for determination. The decision of the ENGINEER thereupon shall be conclusive.

7. NOTICE TO PROCEED

Following the execution of the CONTRACT by the OWNER, Written Notice to Proceed with the work shall be given to the CONTRACTOR. Computation of contract time shall commence on a date to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted in the time for completion.

8. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Information for Bidders of the work to be done hereunder are essential conditions of this CONTRACT; and it is further mutually understood and agreed that the work embraced in this CONTRACT shall be commenced on a date to be specified in the "Notice to Proceed."

.2 The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same.

.3 If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extensions thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this CONTRACT, to pay to the OWNER the amount specified in the Information for Bidders, not as a penalty but as liquidated damages for such breach of CONTRACT as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT for completion of the work.

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9. THE CONTRACTOR'S DUTIES AND RIGHTS

.1 The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly after Notice to Proceed has been given (unless otherwise directed in writing by the OWNER) with such force as to secure the completion of the work, in an acceptable manner, within the time stated in the Proposal.

.2 On Lump Sum Contracts the CONTRACTOR shall within ten (10) days of receipt of Notice to Proceed, submit a complete breakdown of the contract amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the contract amount by the ENGINEER, it shall be used as the basis for all Requests for Payment.

.3 The CONTRACTOR shall secure all permits and licenses necessary for the prosecution of the work.

.4 The CONTRACTOR shall give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER against any claim or liability arising from or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

.5 The CONTRACTOR shall provide adequate signs and barricades and take all necessary precautions for the protection of the work and the safety of the public.

.6 The CONTRACTOR shall maintain on the work a qualified superintendent who is acceptable to the ENGINEER, and who shall give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the CONTRACTOR, and all directions given to the superintendent shall be considered given to the CONTRACTOR.

.7 The CONTRACTOR shall keep the OWNER's property free at all times from accumulations of waste materials or rubbish.

.8 The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this CONTRACT before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and reasonable attorney's fee.

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.9 The CONTRACTOR shall warrant all material and work performed by him for a period of one year from the date of written acceptance of the work.

10. THE ENGINEER'S AUTHORITY

.1 The ENGINEER shall act as the OWNER's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He 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.

.7 If the ENGINEER considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate Change Order shall be issued.

.8 The ENGINEER shall have the authority to direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents. An equitable deduction from the Contract Amount shall be made to compensate the OWNER for the uncorrected work.

11. THE OWNER'S DUTIES AND RIGHTS

.1 The OWNER, acting upon the recommendation of its ENGINEER, shall have the authority to suspend the work, wholly or in part, for such period or periods, as may be deemed necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the CONTRACTOR to carry out the provisions of the CONTRACT or to supply materials meeting the requirements of the Specifications. The CONTRACTOR shall not suspend operations due to unsuitable weather without the OWNER's permission.

.2 The OWNER shall have the right to order changes in the

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work through additions, deletions or modifications without invalidating the CONTRACT. Compensation and time of completion affected by the charge shall be adjusted at the time of ordering such change.

12. ASSIGNMENT

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other party.

13. INSURANCE AND INDEMNIFICATION

.1 Within five days of contract award, the Contractor shall forward a Certificate of Insurance in accordance with the following requirements to the Finance Office:

Workers' Compensation and Employer Liability Coverage:

\$500,000.00	Bodily Injury (each accident)
\$500,000.00	Injury by Disease (each employee)
\$500,000.00	Injury by Disease (policy limit)

Commercial General Liability:

\$2,000,000.00	General Aggregate
\$2,000,000.00	Products/Completed Operations Aggregate
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence Bodily Injury and Property Damage
\$5,000.00	Medical Payments Any One Person Including Explosion, Collapse Hazard
\$2,000,000	Commercial Umbrella

Automobile Liability:

\$1,000,000	Combined Single Limit Bodily Injury and Property Damage, Owned, Hired, Non-Owned
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Name the Town of Ledyard as Additional Insured

30 Days Notice of Cancellation

Subcontractors: It is the responsibility of the Contractor to be sure that all their subcontractors procure and maintain the same insurance required of the Contractor.

.2 Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the CONTRACT and shall operate as an immediate termination thereof. The CONTRACTOR must furnish renewal certificates prior to insurance expiration date.

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.3 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

14. CONTRACT SECURITY

.1 The CONTRACTOR shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this CONTRACT and also a Labor & Material Bond in an amount not less than one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor on the project under this CONTRACT and furnishing materials in connection with this CONTRACT.

.2 The sureties of all bonds shall be such surety company or companies as are approved by the OWNER, and as are authorized to transact business in the State.

15. EXTRA WORK

.1 Unforeseen work made necessary by change in plan or work necessary to complete the improvements, for which no unit prices are provided in the Bid Form, shall be done in accordance with this section of the Specifications and as directed by the ENGINEER.

.2 The ENGINEER shall notify the CONTRACTOR of the necessity for such extra work, stipulating its character and extent. Upon receipt of such notification, the CONTRACTOR shall advise the ENGINEER in writing of the lump sum compensation to perform the extra work required. The ENGINEER may accept the compensation proposed by the CONTRACTOR, or, if he considers the prices submitted to be excessive, he may order the work done on a "Cost Plus" basis. In either case, the character and extent of the extra work together with the accepted basis of compensation shall be communicated to the CONTRACTOR by means of a change order which, when signed by the CONTRACTOR and the ENGINEER, shall become a part of the CONTRACT.

.3 The basis of payment will be on a lump sum basis to be

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agreed upon before the work is started.

For all work done on a lump sum basis, the compensation shall be in accordance with the following requirements:

- a. A lump sum, acceptable to the ENGINEER, based on an itemized estimate prepared by the CONTRACTOR and modified by negotiation, if required.

16. EXTENSION OF CONTRACT TIME

When extra work is ordered at any time during the progress of the work which in the sole judgment of the ENGINEER, unavoidably increases the time for the completion of the work, an extension of time shall be granted.

A delay beyond the CONTRACTOR's control occasioned by an act of God, an act of omission on the part of the OWNER may entitle the CONTRACTOR to an extension of time in which to complete the work as determined by the ENGINEER, provided however, that the CONTRACTOR shall immediately give written notice to the ENGINEER of the cause of such delay, together with a statement of the portions of work so delayed.

Delays in work for which necessary material has not been received by the CONTRACTOR will not be recognized or allowed until after receipt of such necessary material.

17. PROGRESS PAYMENTS

.1 The CONTRACTOR may submit periodically, but not more than once each month, a Request for Payment for work done. The CONTRACTOR shall furnish the ENGINEER all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work.

.2 Within fifteen (15) days of submission of any Request for Payment by the CONTRACTOR, the ENGINEER shall:

- a. Approve the Request for Payment as submitted, or
- b. Approve such other amount as he shall decide is due the CONTRACTOR, informing the CONTRACTOR in writing of his reasons for approving the amended amount, or
- c. Withhold the Request for Payment, informing the CONTRACTOR in writing of his reasons for withholding it.

.3 Within thirty (30) days from the date of approval of a Request for Payment by the ENGINEER, the OWNER shall:

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- a. Pay the Request for Payment as approved less a five percent (5%) retainage, until substantial completion of the project, at which time the retainage will be reduced to two percent (2%) for the term of the guarantee period or

Withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of Request for Payment by the ENGINEER provided he informs the CONTRACTOR and the ENGINEER in writing of his reasons for withholding payment in whole or in part:

1. Defective work.
2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
3. Failure of the CONTRACTOR to make payments to SUBCONTRACTORS, material suppliers or labor.
4. Damage to another contractor.

18. ACCEPTANCE AND FINAL PAYMENT

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, the ENGINEER shall certify his acceptance to the OWNER and his approval of the CONTRACTOR's final Request for Payment, less any money to be retained for repairs if so specified in the Special Conditions section of these Specifications, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the OWNER shall accept the work and release the CONTRACTOR except as to the conditions of the Performance Bond, any legal rights of the OWNER, required guarantees, any corrections of faulty work after final payment and shall pay the CONTRACTOR's final Request for Payment. The CONTRACTOR must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the ENGINEER to assemble and check the necessary data.

19. CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final Request for Payment by the ENGINEER and the making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for faulty materials or workmanship. The OWNER shall promptly give notice of faulty materials or workmanship and the CONTRACTOR shall promptly replace any such defects discovered within one years from the date

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of written acceptance of the work. The ENGINEER shall decide all questions arising under this paragraph.

20. PROTECTION OF LIVES AND HEALTH

In order to protect the lives and health of his employees under this CONTRACT, the CONTRACTOR and his SUBCONTRACTORS shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this CONTRACT. He alone shall be responsible for the safety, efficiency, adequacy of his plant, appliances, methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

21. SUBCONTRACTORS

.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the work which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

.2 The CONTRACTOR shall not award work to SUBCONTRACTORS, in excess of fifty (50%) percent of the Contract Price, without prior written approval of the OWNER.

.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all SUBCONTRACTS relative to the work to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the Contract Documents insofar as applicable to the work of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any SUBCONTRACT that the OWNER may exercise over the CONTRACTOR under any provision of the Contract Documents.

.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

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SPECIAL CONDITIONS

<u>SUBSECTION</u>	<u>TITLE</u>
1.	Inspection
2.	Money to be Retained for Repairs
3.	Owner's Rights
4.	Daily Clean Up
5.	Qualifications for Employment
6.	Nondiscrimination in Employment
7.	Reports, Records and Data
8.	Pre-Construction Conference
9.	Method and Sequence of Construction Schedule
10.	Emergency Telephone Number
11.	Construction Safety and Health Standards

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SPECIAL CONDITIONS

1. INSPECTION

The authorized representatives and agents of the OWNER shall have access and be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records whenever these are in progress of preparation. The CONTRACTOR shall provide proper and necessary facilities for such assess and inspection.

2. MONEY TO BE RETAINED FOR REPAIRS

The CONTRACTOR agrees that the OWNER may retain out of the final payment due to the CONTRACTOR under this CONTRACT, two percent of the amount thereof, and may expend the same, in the manner hereinafter provided, in making such repairs or replacements of said work as the OWNER may deem expedient.

If at any time within the one year period of guarantee any part of the work constructed under the terms of this CONTRACT requires repairing or replacement, the OWNER may notify the CONTRACTOR in writing to make the required repairs or replacements. If the CONTRACTOR neglects to begin making such repairs or replacements within ten days from the date of receipt of such notice, the OWNER may employ other persons to make the same. The OWNER shall pay the expense of the repairs out of the sum retained for that purpose. Upon the expiration of the two year period of guarantee, provided that the work at that time is in good order, the CONTRACTOR will be entitled to receive the whole or such part of the sum retained as may remain after the expense of making repairs or replacements has been paid.

For settlement of all claims arising out of this CONTRACT against the OWNER, its officers, or agents and for all expenses, losses, or damages incurred by the OWNER by reason of said claims, it is agreed that the OWNER may keep the whole or any portion of the sum retained.

3. OWNERS RIGHTS

Whenever in this CONTRACT the OWNER is to give or receive a notice or provisions are included for the exercise of rights and privileges and without limiting the generality thereof, the acts dealing with the OWNER'S prerogatives in the CONTRACT shall be exercised by the Town of Ledyard, or their authorized representative for and in behalf of the OWNER.

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4. DAILY CLEAN UP

Before the completion of each days work, the CONTRACTOR shall be responsible for cleaning up, barricading and removing or relocating all excavated material, debris, equipment and the like as necessary to insure public safety.

5. QUALIFICATIONS FOR EMPLOYMENT

No person under the age of sixteen years shall be employed on the project under this CONTRACT. No persons whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this CONTRACT; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed in the project under this CONTRACT.

6. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this CONTRACT, the CONTRACTOR agrees not to discriminate against and employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The CONTRACTOR agrees and warrants that in the performance of this CONTRACT he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or physical disability, including but not limited to, blindness, unless it is shown by such CONTRACTOR that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the CONTRACT as related to the provisions of this section.

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7. REPORTS, RECORDS AND DATA

The CONTRACTOR and each of his SUBCONTRACTORS shall submit to the OWNER such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the OWNER may request concerning work performed or to be performed under this CONTRACT.

8. PRE-CONSTRUCTION CONFERENCE

The CONTRACTOR shall not commence work until a conference has been held at which representatives of the CONTRACTOR, ENGINEER, OWNER are present. The ENGINEER will arrange the date, time, and location of the conference.

9. METHOD AND SEQUENCE OF CONSTRUCTION SCHEDULE

Due to the construction required by this CONTRACT the CONTRACTOR shall schedule his construction operations to maintain pedestrian and vehicular traffic within the Bill Library parking lot at all times.

10. EMERGENCY TELEPHONE NUMBER

The CONTRACTOR is required to provide the OWNER with a telephone number that can be used during emergencies, 24 hours per day, seven days per week, to reach the CONTRACTOR.

11. CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this CONTRACT, and shall be made a condition of each SUBCONTRACT entered into pursuant to this

CONTRACT, that the CONTRACTOR and any SUBCONTRACTOR shall not require any laborer or mechanic employed in performance of the CONTRACT to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Resister on April 17, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 197 of the CONTRACT Work Hours and Safety Standards Act, (83 Stat. 96).

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TECHNICAL SPECIFICATIONS

SECTION	ITEM
104	Roadway, Driveway & Trench Earth Excavation
110	Rock Excavation
111	All Work of Handling Water
112	Soil Erosion and Sedimentation Control
130	Borrow
141	Granite, Concrete & Bituminous Concrete Curbing
145	Bituminous Concrete Driveway & Sidewalk
146	Pedestrian Ramps
147	Cobble Driveway, Concrete Sidewalk & Driveway
175	Loaming and Seeding

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SECTION 104
ROADWAYS, DRIVEWAYS & TRENCH EARTH EXCAVATION

CONTENTS	SUBSECTION
Scope of Work.	104.1
Construction Methods	104.2
Measurement and Payment.	104.3

104.1 SCOPE OF WORK

This Section covers the furnishing of all labor, tools, material and equipment necessary to excavate and dispose of all material encountered within the limits of the right-of-way which is necessary for the construction of the road bed, subgrade, shoulders, slopes, entrances, retaining walls, curbing, driveways, parking lots, trench paving, channels and any other incidental construction as shown on the Plans or as directed by the ENGINEER. It shall also include formation of embankments and the shaping and cleaning of slopes and shoulders.

Rock excavation, handling of water and clearing and grubbing as may be encountered shall be included in the lump sum price of the project.

104.2 CONSTRUCTION METHODS

The construction methods utilized shall conform to Section 2.02.03, "Construction Methods," of the State of Connecticut Standard Specifications, Form 816, as applicable.

104.3 MEASUREMENT AND PAYMENT

It is the intent of this technical specification that no separate measurement and payment shall be made for earth excavation. **The cost of earth excavation shall be included in the lump sum price for the project.**

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SECTION 110
ROCK EXCAVATION

CONTENTS

Scope of Work.	110.1
Blasting and Explosives.	110.2
Rock Excavation in Trench Without Blasting	110.3
Measurement & Payment.	110.4

110.1 SCOPE OF WORK

This Section covers the furnishing of all labor, material, tools and equipment necessary for the removal and satisfactory disposal of any rock, boulders, existing concrete, stone or brick masonry and stone walls that may be encountered in the work.

The word "rock" shall mean boulders and pieces of masonry or concrete exceeding two cubic yards in volume or solid ledge rock which in the opinion of the ENGINEER requires drilling and blasting or wedging, sledging, barring or breaking up with a power operated tool for its removal. No soft or disintegrated rock which can be removed with a hand pick or power operated excavator or shovel and no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere will be measured or allowed.

110.2 BLASTING AND EXPLOSIVES

Blasting will not be permitted.

110.3 ROCK EXCAVATION IN TRENCH WITHOUT BLASTING

The CONTRACTOR shall remove rock in the trench by other means than blasting.

110.4 MEASUREMENT AND PAYMENT

It is the intent of this technical specification that no separate measurement and payment shall be made for ROCK EXCAVATION or for any work associated with the rock excavation. **The cost of ROCK EXCAVATION shall be included in the Base Bid, Handicap Ramp & Stairs (Item No. 1), Lump Sum price and Bid Alternate A, Underdrain (Item No.'s 2a & 2b) unit prices.**

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SECTION 111
ALL WORK OF HANDLING WATER

CONTENTS	SUBSECTION
Scope of Work.	111.1
Pumping.	111.2
Crushed Stone Bed.	111.3
Underdrains.	111.4
Payment.	111.6

111.1 SCOPE OF WORK

This Section covers the furnishing of all labor, tools and equipment necessary to operate and maintain means and devices for removing and properly disposing of all water or other liquids entering the excavations, and keeping them dry until the pipeline and structures are completed. It includes pumping, underdrains, and all other miscellaneous work required. The method used shall be the CONTRACTOR's responsibility with the concurrence of the ENGINEER.

111.2 PUMPING

The CONTRACTOR shall provide, operate and maintain at all times the proper and approved pumping machinery of sufficient capacity to meet the maximum requirements for the removal of water and other liquids which may be encountered in the excavations, and shall keep on hand additional pumps of sufficient capacity to provide reasonably for any breakdown or to dewater the work in case of flooding. All liquids pumped shall be disposed of in an approved manner as to comply with Section 112, "Soil Erosion and Sedimentation Control," without interference with other work or damage to pavements or other surfaces.

111.3 CRUSHED STONE BED

Placing of gravel or stone in water, without completely dewatering the trench, will be permitted if this is practicable in the opinion of the ENGINEER; otherwise, pumping will be required.

111.4 UNDERDRAINS

The space around the underdrain and between the top of the underdrain and the bottom of the sewer or masonry shall be completely filled with crushed stone. The crushed stone shall be rammed if necessary and left in suitable condition for the laying of the pipe or the construction of the masonry.

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111.5 PAYMENT

It is the intent of this technical specification that no separate payment shall be made for ALL WORK OF HANDLING WATER or for any work associated with the ALL WORK OF HANDLING WATER. **The cost of ALL WORK OF HANDLING WATER shall be included in the Base Bid, Handicap Ramp & Stairs (Item No. 1), Lump Sum price and Bid Alternate A, Underdrain (Item No.'s 2a & 2b) unit prices.**

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SECTION 112
SOIL EROSION AND SEDIMENTATION CONTROL

CONTENTS	SUBSECTION
Scope of Work	112.1
Measurement and Payment	112.2

112.1 SCOPE OF WORK

This Section covers the furnishing of all labor, materials, tools and equipment necessary to provide, operate and maintain means and devices to minimize erosion within the work area of this Contract and to prevent the entrance of any silt laden waters from the work areas into any standing or moving bodies of water on or adjacent to the work area. The CONTRACTOR shall provide immediately upon order from the ENGINEER, permanent or temporary pollution control measures to prevent contamination of such waters. Water pollution and soil erosion shall be controlled by use of gravel or crushed stone berms, dikes or dams, sedimentation ponds, mulches, netting, diversion channels, riprap, gravel, surface grading and other control devices or methods. The methods used shall be the CONTRACTOR'S responsibility with the concurrence of the ENGINEER. The ENGINEER may order, at no additional cost to the project, additional control measures if the measures proposed and used prove insufficient.

Forty-eight (48) hours prior to the commencement of excavation all erosion control devices shown on the plans shall be installed, inspected, and approved by the ENGINEER.

112.2 MEASUREMENT AND PAYMENT

It is the intent of this technical specification that no separate payment shall be made for SOIL EROSION AND SEDIMENTATION CONTROL or for any work associated with the SOIL EROSION AND SEDIMENTATION CONTROL. **The cost of SOIL EROSION AND SEDIMENTATION CONTROL shall be included in the Base Bid, Handicap Ramp & Stairs (Item No. 1), Lump Sum price and Bid Alternate A, Underdrain (Item No.'s 2a & 2b) unit prices.**

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SECTION 130
BORROW

CONTENTS

Scope of Work.	130.1
Materials.	130.2
Placing Material for Foundation.	130.3
Backfill Around Pipes and Structures	130.4
Placing Gravel for Pavement.	130.5
Placing Material for Pipe Foundations.	130.6
Placing Sand for Pipe Foundations.	130.7
Measurement & Payment.	130.8

130.1 SCOPE OF WORK

This Section covers the furnishing of all labor, materials, tools and equipment necessary to properly place at all locations where shown on the Drawings or ordered by the ENGINEER, a cushion of crushed stone or screened gravel in order to obtain firm foundations under all structures and pipes, including that required for underdrains and anywhere else, as ordered, to the depth and grades shown on the Drawings or directed by the ENGINEER, and crushed stone, sand or screened gravel backfill around and over the pipes and structures. Any excavated material that, in the opinion of the ENGINEER, is not suitable for backfill shall be replaced with bank run gravel.

The CONTRACTOR shall also furnish and properly place, at all locations where ordered, a processed gravel sub-base for the road or driveway repaving.

130.2 MATERIALS

- A. Bank run gravel shall meet the gradation requirements for processed Gravel Grading "B".

Gravel shall be from a source approved by the ENGINEER.

- B. Sand borrow shall be from an approved source and shall meet the following gradation:

Sieve Size	Percentage Passing
5/8"	100
#4	60-100
#40	10-60
#100	2-10

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C. Processed gravel (Gravel Borrow) shall be from an approved source and shall meet the following gradations:

GRADING "A"

Sieve Size	Percentage Passing
Pass 3-1/2"	100
Pass 1-1/2"	55-95
Pass 1/4"	25-60
Pass #10	15-45
Pass #40	5-25
Pass #100	0-10
Pass #200	0-5

GRADING "B"

Sieve Size	Percentage Passing
Pass 5"	100
Pass 3-1/2"	90-100
Pass 1-1/2"	55-95
Pass 1/4"	25-60
Pass #10	15-45
Pass #40	5-25
Pass #100	0-10
Pass #200	0-5

GRADING "C"

Sieve Size	Percentage Passing
Pass 1-1/2"	100
Pass 3/4"	45-80
Pass 1/4"	25-60
Pass #10	15-45
Pass #40	5-25
Pass #100	0-10
Pass #200	0-5

Processed gravel shall contain no organic matter. Screened gravel from a source approved by the ENGINEER of the same size may be used with the approval of the ENGINEER.

D. Crushed stone or screened gravel shall consist of sound, tough durable stone containing no organic material and meeting the following gradation requirements:

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Sieve Size	Percentage Passing
Pass 1-1/2"	100
Pass 3/4"	30-85
Pass 1/2"	0-30
Pass #4	0-10

Crushed stone or screened gravel for 14 inch diameter and smaller pipes shall consist of sound, tough, durable stone containing no organic material and meeting the following gradation requirements:

Sieve Size	Percentage Passing
3/4"	100
3/8"	30-85
1/4"	0-30
#4	0-10

130.3 PLACING MATERIAL FOR FOUNDATIONS

The material shall be placed in layers not over six (6) inches in depth, and thoroughly compacted with mechanical tampers or vibrators to obtain a substantially unyielding bed. The placing of the material shall be continued until the required depth is obtained and the top of the bed finished to the lines and grades given by the ENGINEER.

130.4 BACKFILL AROUND PIPES AND STRUCTURES

As shown on the plans or when ordered by the ENGINEER, screened gravel or crushed stone shall be used for backfill around pipe to a height of one (1) foot above the top of the pipe, and sand shall be used for backfill around 3" and smaller pipe to a height of six (6) inches above the top of the pipe.

Above this level excavated material shall be used unless bank run gravel is ordered by the ENGINEER. Placing shall be in accordance with backfilling as specified in Section 105, "Earth Excavation, Backfill and Grading".

130.5 PLACING GRAVEL FOR PAVEMENT

Processed gravel shall be placed in layers not over six (6) inches in depth and thoroughly compacted until a total depth of twelve (12) inches is obtained. Placing of gravel in trenches under pavement shall conform to Section 3.02.02, "Materials", and Section 3.02.03, "Construction Methods of the State of Connecticut Standard Specifications", Form 816 as applicable.

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130.6 PLACING CRUSHED STONE FOR PIPE FOUNDATIONS

A layer of crushed stone as detailed on the Drawings shall be placed on the bottom of the trenches to serve as a permanent pipe and structure foundation and also to serve as an underdrain during construction where water is encountered.

130.7 PLACING SAND FOR PIPE FOUNDATIONS

A layer of sand as detailed on the Drawings shall be placed in the bottom of the trenches to serve as a permanent pipe foundation.

130.8 MEASUREMENT & PAYMENT

It is the intent of this technical specification that no separate payment shall be made for BORROW or for any work associated with BORROW. **The cost of BORROW shall be included in the Base Bid, Handicap Ramp & Stairs (Item No. 1), Lump Sum price and Bid Alternate A, Underdrain (Item No.'s 2a & 2b) unit prices.**

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SECTION 141
GRANITE, CONCRETE AND BITUMINOUS CONCRETE CURBING

CONTENTS

Scope of Work.	141.1
Materials and Construction Methods	141.2
Measurement & Payment.	141.3

141.1 SCOPE OF WORK

This Section covers the furnishing of all labor, materials, tools and equipment necessary to construct concrete curbing and bituminous concrete berm on the prepared subbase and bituminous concrete lip curbing constructed on the pavement, in accordance with the dimensions, specifications and details shown on the Plans or as directed by the ENGINEER.

141.2 MATERIALS AND CONSTRUCTION METHODS

Materials and construction methods utilized for the construction of Granite Curbing, Concrete Curbing, Bituminous Concrete Lip Curbing and Bituminous Concrete Berm shall conform to Section 8.11.02, Section 8.12.02 and Section 8.13.02, and Section 8.15.02, "Materials" and Section 8.11.03 Section 8.12.03, Section 8.13.03 and Section 8.15.03, "construction Methods" of the State of Connecticut Standard Specifications, Form 816, as applicable.

The joints of the precast curbing shall be doweled and pointed with mortar for the full depth of the curbing. At approximately 50-foot intervals, a 1/2-inch joint shall not be filled with mortar, but left free for expansion. The mortar for this work shall conform to the requirements of Article M.11.04 of the State of Connecticut Standard Specifications, form 816A, as applicable.

141.3 MEASUREMENT & PAYMENT

It is the intent of this technical specification that no separate measurement and payment shall be made for milling, saw cutting, tack coating, edging, sweeping, pre-level, loam & seeding or any work associated with the curb installation.

The cost of GRANITE, CONCRETE AND BITUMINOUS CONCRETE CURBING shall be included in the Base Bid, Handicap Ramp & Stairs (Item No. 1), Lump Sum price and Bid Alternate A, Underdrain (Item No.'s 2a & 2b) unit prices.

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SECTION 145
BITUMINOUS CONCRETE DRIVEWAY AND SIDEWALKS

CONTENTS	SUBSECTION
Scope of Work.	145.1
Materials and Construction Methods	145.2
Measurement & Payment.	145.3

145.1 SCOPE OF WORK

This Section covers the furnishing of all labor, tools, materials and equipment necessary to construct bituminous concrete driveways and bituminous concrete sidewalks on a gravel base course in accordance with the dimensions, details, and specifications shown on the Plans or as directed by the ENGINEER.

145.2 MATERIALS AND CONSTRUCTION METHODS

Materials and construction methods utilized for the construction of Bituminous Concrete Driveways and Sidewalks shall conform to Section 9.22.02, "Materials", and Section 9.22.03, "Construction Methods", of the State of Connecticut Standard Specifications, Form 816, as applicable.

145.3 MEASUREMENT & PAYMENT

It is the intent of this technical specification that no separate payment shall be made for excavation of material, disposal of surplus material, backfilling, grading, subgrades, gravel bases, saw cutting, loaming and seeding and all materials, equipment, tools and labor as necessary to complete the work as specified or as directed by the ENGINEER.

The cost of BITUMINOUS CONCRETE DRIVEWAY AND SIDEWALKS shall be included in the Base Bid, Handicap Ramp & Stairs (Item No. 1), Lump Sum price and Bid Alternate A, Underdrain (Item No.'s 2a & 2b) unit prices.

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SECTION 146
PEDESTRIAN RAMPS

CONTENTS	SUBSECTION
Scope of Work.	146.1
Materials and Construction Methods	146.2
Measurement.& Payment.	146.3

146.1 SCOPE OF WORK

This Section covers the furnishing of all labor, materials, tools and equipment necessary to construct concrete pedestrian ramps on a compacted gravel base in the locations and in accordance with the dimensions, details and specifications shown on the Plans or as directed by the ENGINEER.

146.2 MATERIALS AND CONSTRUCTION METHODS

Materials and construction methods utilized for the construction of pedestrian ramps shall conform to Section 9.21.02, "Materials," and Section 9.21.03, "Construction Methods," of the State of Connecticut Standard Specifications, Form 816 as applicable.

146.3 MEASUREMENT & PAYMENT

It is the intent of this technical specification that no separate payment shall be made for all materials, equipment, tools and labor including excavation, subgrade, compacted gravel base, backfilling, and removal of the existing pedestrian ramp, loam & seeding, patching of sidewalks and disposal of surplus material necessary to complete the work as specified or as directed by the ENGINEER.. **The cost of Pedestrian Ramps shall be included in the Base Bid, Handicap Ramp & Stairs (Item No. 1), Lump Sum price.**

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SECTION 147
CONCRETE SIDEWALK AND DRIVEWAY
COBBLESTONE DRIVEWAY

CONTENTS	SUBSECTION
Scope of Work.	147.1
Materials and Construction Methods	147.2
Measurement.	147.3

147.1 SCOPE OF WORK

This Section covers the furnishing of all labor, materials, tools and equipment necessary to construct concrete sidewalk, concrete driveway cobblestone driveway on a gravel and/or stone dust base course in accordance with the dimensions, specifications and details shown on the Drawings or as directed by the ENGINEER.

147.2 MATERIALS AND CONSTRUCTION METHODS

Materials and construction methods utilized for the construction of concrete sidewalk shall conform to Section 9.21.02, "Materials", and Section 9.21.03 & 9.22.03 "Construction Methods", of the State of Connecticut Bureau of Highways Standard Specifications, Form 816, as applicable.

147.3 MEASUREMENT & PAYMENT

It is the intent of this technical specification that no separate payment shall be made for all materials, equipment, tools and labor including excavation, subgrade, compacted gravel base, backfilling, loam & seeding, patching of sidewalks and disposal of surplus material necessary to complete the work as specified or as directed by the ENGINEER. **The cost of the CONCRETE SIDEWALK AND DRIVEWAY COBBLESTONE DRIVEWAY shall be included in the Base Bid, Handicap Ramp & Stairs (Item No. 1), Lump Sum price and Bid Alternate A, Underdrain (Item No.'s 2a & 2b) unit prices.**

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SECTION 175
LOAMING and SEEDING

CONTENTS

Scope of Work.	175.1
Loaming.	175.2
Loaming in Lawned Areas.	175.3
Seeding and Fertilizing.	175.4
Measurement & Payment	175.5

175.1 SCOPE OF WORK

This Section covers the furnishing of all labor, materials, tools and equipment necessary to loam and seed all disturbed areas, areas as shown on the Drawings or designated by the ENGINEER.

175.2 LOAMING

Loam shall be of good quality, as approved by the ENGINEER, which is loose, friable, free of admixtures of subsoil, refuse, rocks, stumps, roots, brush, weeds, stones greater than 1-1/4 inches in overall dimensions, and other materials which will prevent the formation of a suitable seedbed or prevent seed germination. All loam shall be screened through a 1/2" wire mesh. Loam shall be delivered unfrozen to the job site. Prior to spreading loam, the area to be seeded shall be brought to a uniform grade 4" below the finished surface and the subgrade shall be thoroughly pulverized to a depth of at least 3" by rototilling, harrowing or by other approved methods. Loam shall be applied in a four inch layer, unless otherwise directed, and shall be firmly compacted by tamping, rolling or by other approved methods. The volume of stone shall not exceed five percent of each cubic yard of loam.

175.3 LOAMING IN LAWNED AREAS

Prior to furnishing the loam borrow, the CONTRACTOR shall notify the ENGINEER of the location from which he proposed to furnish the loam borrow, and both the borrow material and its source shall be inspected and approved by the ENGINEER before delivery to the project site. If the material is rejected by the ENGINEER, the CONTRACTOR will then make other arrangements for providing suitable material.

The loam at finished grade shall be uniformly graded. Allowances shall be made by the CONTRACTOR for settling and all unsuitable material raked off and removed from the site.

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175.4 SEEDING AND FERTILIZING

The application of grass seed, fertilizer, and limestone shall be accomplished in one operation by the use of an approved spraying machine.

The materials shall be mixed with water in the machine and kept in an agitated state in order that the materials may be uniformly suspended in the water.

The spraying equipment shall be so designed that when the solution is sprayed over an area, the resulting deposits of limestone, fertilizer, and grass seed shall be equal in quantity to the required rates of one (1) pound of grass seed to 250 square feet of area and twenty-five (25) pounds of pulverized, dolomitic, agricultural limestone per 250 square feet.

Prior to start of work the ENGINEER shall be furnished with a certified statement for approval as to the number of pounds of materials to be used per 100 gallons of water. This statement shall also specify the number of square feet of seeding that can be covered with the quantity of solution in the hydroseeder.

The hydraulic seeding and fertilizing machine shall be completely flushed and cleaned each day before seeding is to be started, and shall also be thoroughly flushed of all residue after the completion of application on every 10 acres.

Grass seed shall be of the previous year's crop and shall be a tough, hardy, perennial type suitable for slopes. Seed shall be from a reputable seed company, in sealed bags properly marked as to their content, and approved by the ENGINEER. Seeding shall only be done in the spring and fall seasons. The seeded area shall be mulched with a layer of grass hay at the rate of ten (10) pounds per 100 square feet and shall be sprinkled with water each day until a satisfactory growth has been established. The seed mixture for seeding shall conform to the following:

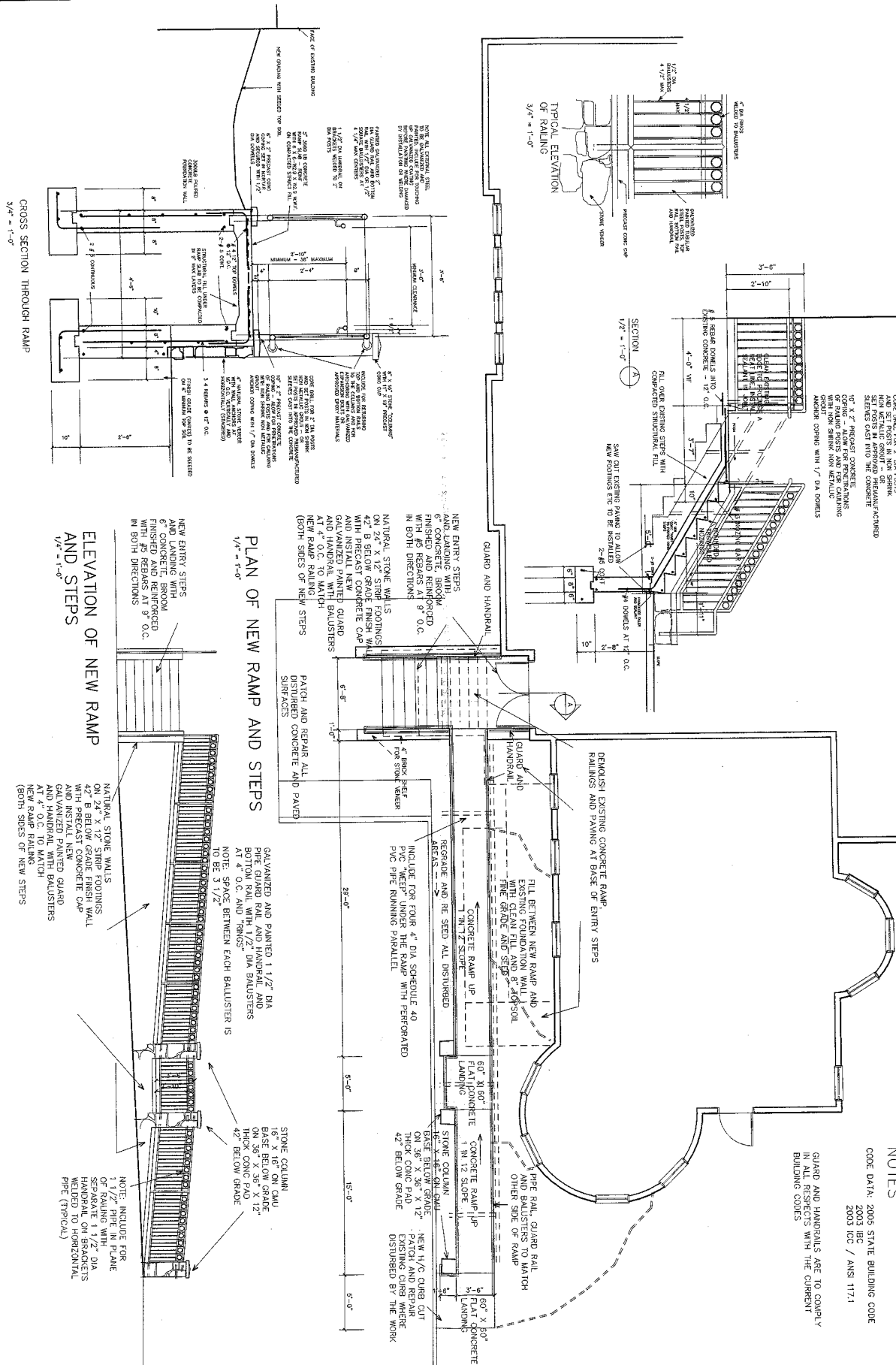
	Proportion by Weight Percent	Minimum Purity Percent	Minimum Germination Percent
Kentucky Bluegrass	25	85	75
Creeping Red Fescue	35	98	85
K.31 Tall Fescue	30	98	85
Domestic Ryegrass	5	98	90
Alsike Clover	5	96	85

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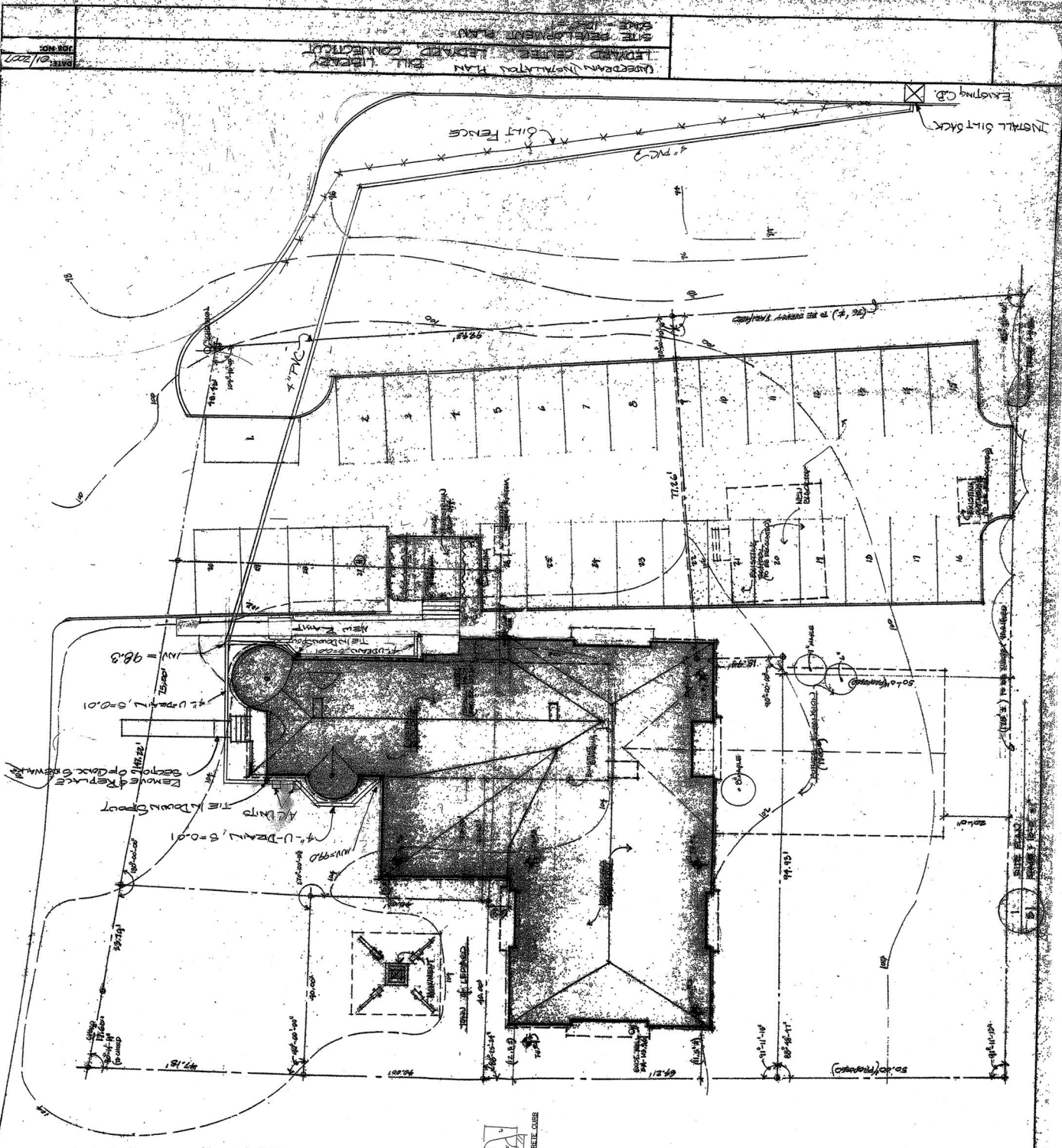
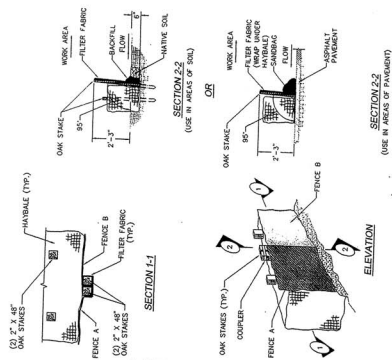
175.5 MEASUREMENT AND PAYMENT FOR LOAMING & SEEDING

It is the intent of this technical specification that no separate payment shall be made for all materials, equipment, tools and labor including excavation, necessary to complete the work as specified or as directed by the ENGINEER. **The cost of the LOAMING AND SEEDING shall be included in the Base Bid, Handicap Ramp & Stairs (Item No. 1), Lump Sum price and Bid Alternate A, Underdrain (Item No.'s 2a & 2b) unit prices.**

CODE DATA: 2005 STATE BUILDING CODE
2003 IBC
2003 ICC / ANSI 117.1

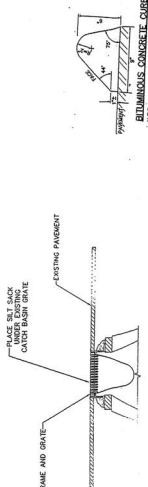


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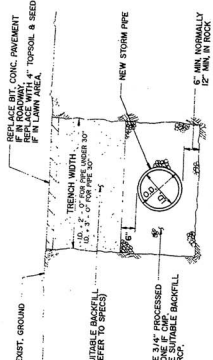
1. SILT SACKS / MATERIALS TO BE PLACED PRIOR TO START OF WORK.
2. OAK STAKES TO BE DRIVEN AT LEAST 12" MIN. INTO NATIVE SOIL.

SILT FENCE / HAYBALE DETAIL
NOT TO SCALE



1. SILT SACKS SHALL BE INSERTED WITHIN AND SILT SHALL BE PLACED WITHIN SACKS.
2. SILT SACKS AS MANUFACTURED BY ACF ENVIRONMENTAL, CORP. ARE TO BE USED.

SEDIMENTATION CONTROL AT CATCH BASINS AND DROP INLETS - SILT SACKS
NOT TO SCALE



NOTE:
IF THE ENGINEER DETERMINES THAT SUITABLE MATERIALS ARE AVAILABLE FROM ON-SITE EXCAVATIONS, IT SHALL BE THE ENGINEER'S RESPONSIBILITY TO OBTAIN AND USE SUITABLE MATERIAL.

TYPICAL STORM PIPE TRENCH DETAIL
NOT TO SCALE