

**CITY OF NORWICH
INVITATION TO BID**

BID NO. 7280

**Paint John Mason School
90 Town Street
Board of Education**

Sealed bids will be received at the Office of the Purchasing Agent, City of Norwich, City Hall Building, Norwich, Connecticut until 2:00 p.m. Prevailing time, **Wednesday, June 8, 2011** and will be publicly opened and read at 2:00 p.m. in the Finance Office. There will be a **MANDATORY** pre-bid meeting at the site on June 1, 2011 at 10:00 AM.

Specifications and information for bidders may be obtained at the Office of the Purchasing Agent, City Hall Building or at www.norwichct.org.

Bidder is to submit bid on the attached forms and in the manner requested. Bids must be deposited with the Purchasing Agent before closing time. Bids transmitted by facsimile will not be accepted.

BID SURETY IN THE FORM OF A CERTIFIED CHECK ON BOND IN THE AMOUNT OF 5% OF THE BID IS REQUIRED.

The right is reserved to reject any or all, or any part of any or all bids when such action is deemed in the best interest of the City

All Bids received must be in a sealed envelope. Each envelope is to be marked on the front with bid number and the bidder's name. All final awards of bid subject to comply with **Ordinance # 1235, adopted 12/3/91.**



**WILLIAM BLOCK
PURCHASING AGENT**

City of Norwich, Connecticut

BID NO 7280

DATE: May 17, 2011

**BID FORM MUST BE
SUBMITTED IN DUPLICATE**

REQUEST FOR PRICES QUOTATION ONLY

Please return on or before:
Wednesday June 8, 2011

2:00 p.m. prevailing time

THIS IS NOT AN ORDER

Item NO.	QTY	Description	Unit	Disc.	Total
		<u>Paint John Mason School</u>			
		Furnish all labor, material, equipment, including scaffolding, tools, supervision, bonds and insurance necessary to complete this project in accordance with the following conditions and specifications.			
		Lump sum price		\$	
		Trim and siding replacement Per Sq. Ft.		\$	
		<i>Note: This building was previously painted in 1998. Existing lead paint was abated at that time.</i>			

1. All quotations should be returned to the City Purchasing Agent, City Hall Building, Union Square, Nonvich, Connecticut 06360.
2. The right is reserved to reject any or all quotations, and unless specified by the vendor, to accept any item in the quotation.
3. Quotations should be on requested items only. If for any reason a vendor substitutes one item for another, he must so indicate on his quotation.
4. TAXES – Purchases made by the City of Nonvich are exempt from the payment of Federal Excise Taxes, and the Connecticut Sales Tax, and such taxes must not be included in bid prices.

PLEASE SPECIFY:

Delivery Date: _____

Terms: _____

Firm Name: _____

Signature: _____

City of Nonvich
Division of Purchasing
Union Square
Nonvich, CT 06360

Date: _____

Signed Wm. Blod

SPECIFICATION FOR PAINTING THE JOHN MASON BUILDING
AT 90 TOWN STREET

Scope of Work:

Power wash, Scrape and Paint

Procedure:

1. Powerwash all exposed areas on the perimeter of the building that will be painted.
2. Wet sand and scrape any loose chips of existing paint. Caulk any open areas on the siding, windows and doors to prevent future leaks.
3. Remove and replace all rotten trim or siding on the perimeter of the building. Install new gutters, down spouts and brackets in all areas.
4. Clean all areas of waste and paint chips.
5. Protect all areas of the ground, shrubs and exposed stone areas of the building during painting process. Use drop cloths and tarps. All protection materials will be cleaned up at the end of each day and reinstalled the next day.
6. All newly installed siding and trim shall be prime coated. All areas will then receive 2 coats of semi-gloss latex finish paint. The paint will be the existing two colors. Sherwin Williams products will be used. Primer shall be S-W A-100 Exterior Oil Primer. Finish coats will be S-W K43 Exterior Latex Satin.
7. All exterior windows must be free of any paint and washed before completion.
8. The Contractor shall start the work at the direction of the Norwich Public Schools Facilities Manager. Once started, the Contractor shall proceed with the work without interruption until completed, inclement weather excepted.
9. Time to complete this work is thirty (30) calendar days. Liquidated damages of \$100 per day shall be assessed against the Contractor for each additional day that the contract remains uncompleted except for days lost due to inclement weather.

CITY OF NORWICH GENERAL CONDITIONS

1. DEFINITIONS

- A. Owner - The **Owner** of the project is the City of Norwich acting by the Norwich Public Schools
- B. Contractor - The term "contractor" as hereinafter used shall refer to the General Contractor for this work or his authorized representative.
- C. Owner's Representative - The term "Owner's Representative" as hereinafter used shall refer to any representative of the Norwich Public Schools who is appointed by the Department to supervise the work and shall extend to and include any engineer or inspector whom he shall designate to inspect, test, or oversee the work herein specified.
- D. Department - Whenever this term is used in these General Conditions, "Department" shall mean Norwich Public Schools.
- E. City - Wherever the term "City" is used in these General Conditions, it shall mean the City of Norwich.
- F. Contract - Wherever the term "Contract" is used in these General Conditions, it shall mean the actual bid form, specifications, drawings, General Conditions and formal purchase order issued to the successful bidder.

2. BID FORM

Attached to these specifications is a bid form which shall be used by the contractor submitting bids on this work.

Bids for this work shall be received at the Office of Purchasing Agent, City of Norwich, City Hall Building, at the time of the date designated on the bid forms, and will be publicly opened and read at the time and place, for this work. One copy of bid is for bidders.

Discrepancies between the indicated product of item unit and unit price and the correct product will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

3. BID SECURITY

Each contractor submitting a bid shall accompany it with bid Surety in the form of cash, certified check or bid bond equal to 5% of the bid. Should the contractor refuse to go through with the work after having been awarded it by the Owner within the scheduled time, he shall then forfeit the Bid Surety to the Owner who shall use the surety to offset costs to the next lowest bidder or if the contractor fails to provide satisfactory performance and payment bonds as required. The bonding company must be licensed to do business in the State of Connecticut.

4. WAGE RATES AND LABOR LAWS

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 1. of Public Act No. 93-392 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town of Norwich. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his

classification on each pay day.

Please be advised that effective October 1, 1993, Public Act 93-392 requires that all employers on a public works project shall submit weekly to the contracting agency a certified payroll and compliance statement. The certified payroll shall be considered a public record, and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-15, Connecticut General Statutes.

Upon award of the contract, the contractor shall certify under oath, to the labor commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under the contract.

Revised
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The provisions of Public Act No. 93-392 shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

All bidders are advised to inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

5. **CONTRACTOR'S BONDS AND INSURANCE**

Each bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, furnish and file with the City of Norwich, a corporate surety bond or equivalent security, guaranteeing completion of the job in accordance with the proposal and a labor and material payment bond guaranteeing payment of all labor and materials furnished to himself or to his subcontractors for use in the prosecution of the work. This bond or equivalent shall be for 100% of the amount of the contract. The cost of the bonds is to be figured as part of the cost of the job. The Surety company must be one licensed to do business in the State of Connecticut and must be satisfactory to the Owner.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, file with the City of Norwich, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the City of Norwich, in compliance with the law, and in the following form and amount:

COMPREHENSIVE GENERAL LIABILITY

Premises – Operations – Products/Completed Operations	
General Aggregate.....	\$2,000,000.00
Occurrence.....	\$1,000,000.00

Comprehensive Automobile Liability	
Combined Single Limit.....	\$1,000,000.00

Workman's Compensation.....Statutory

Employer's Liability.....\$100,000

Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

Any additional insurance coverage that may be required for permits issued by other authorities having jurisdiction over the work site shall be provided by the successful bidder.

If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the City.

No contract shall be binding upon the City of **Norwich** until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated above have been filed with the City and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the City of Norwich will receive at least ten (10) days notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the City's interest. The cost of **all** insurance coverage shall be included in the price of the contract cost.

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the City of Norwich. THE CITY OF NORWICH MUST BE NAMED AS ADDITIONAL INSURED.

6. **NONRESIDENT CONTRACTOR BOND** Connecticut General Statute Section 12-430(7) requires that when a nonresident contractor enters into a contract they must post a 5% cash or guarantee bond for the total contract amount **with** the Commissioner of Revenue Services. Bond forms are included at **the** end of the General Conditions.

7. INDEMNITY OF CITY BY CONTRACTOR

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind of 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 omissions of employees or agents of contractors 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 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 City against all liability, judgments, costs and expenses **which** may in any wise come against the City or which may in any wise 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 City resulting from the failure to maintain sufficient railing or fence as required by Section 13a-111, Conn. General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Conn. General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the **price** of the contract.

8. **PERMITS, LICENSES AND LAWS**

The contractor shall obtain all necessary permits or licenses from the proper authorities and shall give all notices required by law or ordinance, and shall pay all fees and charges incident to the due and lawful prosecution of the work and shall comply with all laws, ordinances and regulations relating thereto.

9. **RIGHT TO REJECT BIDS**

The City of **Norwich** reserves the right to reject any and all bids to waive any technicalities and to make such awards, including awards not to the lowest bidder, as it deems in its opinion to be the best interest of the City of Norwich, awards made by the City of Norwich shall be final and conclusive and without recourse or appeal by any remaining bidders.

10. **BIDDERS TO EXAMINE SPECIFICATIONS AND VISIT SITE OF WORK**

Bidders must carefully examine the specifications, and in addition must use whatever means may be necessary to completely satisfy themselves not only of the quantity of equipment and labor and the extent and requirements of the work, but also of the actual conditions under which the work specified is to be performed. It is therefore pre-requisite that all bidders shall visit the site of the work to determine actual conditions for themselves. No future plea of ignorance of existing conditions shall be considered as a basis for additional compensation.

If bidders fail to fully understand any clause or requirement of the specifications, inquiry must be made of the Owner's Representative for his interpretation of the specifications in advance of the submission of a bid. Failure on the part of the bidder to acquaint themselves thoroughly with the work to be performed and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind **after** the award of the contract. The signature of the bidder upon the bid shall be considered proof of his acceptance of full responsibility in this respect.

11. **REPRESENTATION OF CONTRACTOR**

The contractor represents and warrants that he is financially solvent and that he is experienced and competent to **perform** the type of work outlined on the specifications and drawings and that he has carefully examined the drawings and specifications along with addendum (or addenda), if any, and the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance and that he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property. He further warrants that any injury to persons or property resulting from the work shall be the sole responsibility of the contractor.

12. **COMPETENT HELP TO BE EMPLOYED**

The contractor shall employ an experienced superintendent and foremen, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any or fence as required by Section **13a-111**, Connecticut General Statutes.

The fact that the City may retain the control of the premises, or person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, or guilty of being noisy, profane, or **otherwise** disruptive to the surrounding working environment, he shall be discharged immediately upon the request of the **Owner** and shall not again be employed on the work.

13. PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person, applicant for employment or group of persons on the grounds of race, color, religion, natural origin, sex or physical disability, including but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor 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 contractor as related to the provisions of this section.

14. SCOPE OF WORK

The contractor, as promptly and as economically as practicable, shall perform all necessary engineering services, shall procure, order and furnish all of the required materials (unless **furnished** by the Owner), labor, equipment, tools, plant, etc. and perform all of the services necessary for the construction, installation and completion of, and shall construct, install and complete all work called for and described in the specifications, drawings and other descriptive data that may be referred to herein. The Department will provide bench marks and control stakes in order to complete the work. The contractor shall protect and maintain these points for the duration of the construction. It is the obligation of the contractor to utilize these bench marks and stakes to determine lines and grades, and to provide his own grade stakes.

15. MATERIALS

Unless otherwise specified the Contractor warrants that all materials shall be new and shall be of good quality. The Contractor shall, if required by the Owner, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by the Owner, and all materials there-after furnished by the Contractor shall be in strict accordance with such approved samples.

16. SUB-CONTRACTS

The Contractor agrees to obtain the agreement of every subcontractor to be bound to terms and conditions materially and substantially comparable to those contained herein unless **otherwise** authorized and approved by the Owner.

17. ASSIGNMENT

No assignment or transfer of the contract, or of any money **or moneys** due or to become due thereunder, or any part of such contract or of such money, will be permitted, until and unless the same shall be approved by the Owner, nor shall the

contractor subcontract ~~any~~ substantial portion of this contract without Owner's written consent.

18. **SEPARATE CONTRACTS**

The Owner shall have the right to let other contracts in **connection** with this work or other work and the Contractor shall afford other Contractors reasonable opportunity for the execution of their **work** and shall properly connect and coordinate its work with theirs. The Contractor shall be liable for any damage that it, its agents or employees may cause to any other contractor and shall save Owner harmless therefrom. The Owner also reserves the right to perform work related to the contract with his own employees.

19. **PARTIAL INVALIDITY**

The Owner and Contractor agree **that** they will perform **their** obligations hereunder in accordance with all applicable laws, rules, regulations and ordinances now and hereafter in effect. If any term or provision of these conditions shall be found to be illegal or unenforceable then, notwithstanding, these conditions shall remain in full force and effect and such term or provision shall be deemed stricken.

20. **LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY**

The Contractor shall put up and maintain such barriers, fences, **lighting** and warning lights, danger warning signals and signs as will absolutely prevent accidents during the **construction** work and protect the work and insure the safety of personnel and public at all times and places; and the contractor shall defend, indemnify and save harmless the City and its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the contractor or sub-contractor, or their servants or agents including any claims arising out of failure to erect and maintain sufficient railing

that it or its agents may take action to erect or maintain railings or fences shall not relieve the contractor's obligation hereunder.

Contractor shall furnish, maintain and use, and cause all his sub-contractors to furnish, maintain and use all necessary safety devices and safe practices in prosecution of the work and to adopt, follow and maintain such additional safety measures as in the opinion of the Owner's Representative are conducive to safe operation by the contractor and the sub-contractor. The Owner's Representative shall have **the** right to order any and all work suspended where, in the Owner's Representative's opinion such work is not being carried on in a safe and proper manner, or where persons and property are not being properly protected or safeguarded and such work shall not be resumed until the Owner's Representative's requirements have been met and the Owner's Representative has directed that work shall resume. The work required by the preceding paragraph shall be totally at the contractor's expense.

In addition to above, when and as necessary, or ~~when~~ required by the Owner, the contractor shall post signs and employ watchmen or flagmen for directing of traffic at the site and for excluding at all times unauthorized persons from the work, for **which** the contractor will not be paid additional compensation.

21. **FIRE PRECAUTION**

The Contractor shall take ~~adequate~~ precaution against fire; keep flammable material at an absolute minimum; and insure ~~that~~ such **material** is properly **handled** and stored. The contractor shall not permit fires to be built or open salamanders to be used in any part of the work without the express approval of the Owner.

22. "OR APPROVED EQUAL" CLAUSE

Whenever a particular brand, make of material, device or equipment is shown as required on bid form by using the name of the proprietary product of a particular manufacturer or vendor, it is to be regarded merely as standard. Any brand, make of material, device or equipment which will perform adequately, may be considered equal and satisfactory providing the bidder offering "or equal" brand, make of material, device or equipment will be responsible for furnishing complete data to the Owner so that he may ascertain if the material is of equal substance and function in his (the Owners) opinion. It shall not be purchased or installed **without** his written permission.

23. TERMINATION FOR CONVENIENCE

The City hereby reserves the right to terminate the performance of this contract for any reason the City deems appropriate, upon five (5) days written notice to the contractor. The City will pay all actual costs to date of termination, however the contractor shall not be entitled to any profit on unfinished or **unearned** work.

24. TITLE TO WORK

The title to all work completed or in the course of construction, and all materials on account of which any payment has been made by the Owner to the Contractor, shall be in the Owner.

25. TIME OF COMPLETION

The contractor shall commence work immediately upon receiving notification from the Owner's Representative to do so unless otherwise stated in the bid form and shall follow-up the ~~work~~ **diligently** without interruption until completed in accordance with the specifications, on or before the date set forth in the specifications.

26. INSPECTION

The Owner or persons designated by the Owner **shall** have access to and the right to inspect all work in the course of construction.

27. SPIRITUOUS LIQUORS

The contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon the work embraced in this contract. Dope or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, dope or drugs of any kind unless ordered by a physician shall be immediately discharged.

28. WORK CHANGES

The Owner may make changes by altering, adding to or deleting from the work, without invalidating the contract, but all such changes must be mutually agreed upon in writing, after a breakdown of estimated costs and changes in the contract sum attributable thereto and a statement of any necessary changes in time of completion, between the Owner and the contractor before proceeding with the execution of the work. All such changes in the work shall be authorized on a change order. Charges or credits for work covered by the approved change shall be either (a) an agreed lump sum or (b) actual cost.

29. CLAIMS FOR EXTRA WORK

After the contract has been signed, no claims for extra work will be honored, unless authorized in writing by Owner.

30. DEFAULTS

If the contractor shall fail in **this** prosecution of **the** work **under** this contract, to **perform** any provisions of this contract, the Owner after a five (5) days written notice to the contractor to remedy said failure, and upon the refusal or neglect of the contractor to remedy such failure, the Owner, without prejudice to any other remedy the **Owner** may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Owner shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the contractor. Any expense or cost arising out of the contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongly supplied, may be paid by the **Owner** for the account of the Contractors and deducted from the contract sum then or thereafter due the contractor.

31. TAXES

Purchases made by the City of Norwich, Connecticut, are considered exempt from the payment of Federal excise taxes, Connecticut Sales Taxes, etc. and such taxes shall be identified separately or excluded from the bid prices.

32. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The contractor shall also insure that all his operations and those of his sub-contractor abide by the provisions of the William **-Steiger** Occupational Safety and Health Act of 1970, Public Law 91-956 and all subsequent amendments. In the event of any inconsistencies between the above laws and regulations and the provisions of these conditions, the laws and regulations shall prevail. If the Owner or Representative assigned to **the** work find the contractor or his sub-contractor are not abiding with this act, the Owner shall immediately stop all work until **the** contractor or sub-contractor adhere to the provisions of the act at no additional cost to the Owner.

33. COMPLIANCE WITH NON-DISCRIMINATION

Through the policies and programs set forth in this plan, the City of Norwich undertakes to comply fully with all applicable Federal, State and Local laws relating to equal employment opportunity, affirmative action, and non-discrimination, and of the contractor's obligations thereunder. **The** City will not enter into any contract in the knowledge or belief that the contractor will discriminate on prohibited grounds in employment.

In addition, the City of Norwich is specifically obligated to comply with the following laws and regulations where applicable.

Section 109, Housing & Community Development Act Titles VI and VII,
Civil Rights Act of 1964 Title **VIII**, Civil Rights Act of 1968 Executive
Order 11063 Section 3, Housing & Urban Development Act of 1968 Davis
Bacon Act (40 U.S.C. 276A - **276A-7**)

34. WORK IN INCLEMENT WEATHER

The **Owner** or the Owner's Representative will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible. However, the Contractor shall, and shall cause his sub-contractors to protect care- fully his and their work against damage of injury from the weather. If this is not done to the Owner's satisfaction and any damage to the work occurs, the work shall be removed and replaced at the expense of the contractor.

35. PROTECTION OF TREES

The Contractor shall take special care to preserve and protect from injury all trees located

along the line of construction and no such trees shall be cut down, trimmed or otherwise cut without permission of the Owner.

36. **ARCHEOLOGICAL FINDS**

The Contractor for the life of this contract, is herewith required to immediately notify the Engineer in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire cracked stones", or "stone flaking material" or any other such related items of historical significance are discovered.

37. **BLASTING**

The approval of the **Owner** shall first be obtained before blasting is permitted. Before any explosive, such as dynamite or detonator caps, are stored or used, the contractor shall contact the Fire Department of the City of Norwich for instructions relative to the regulations for possession and use of explosives in the City of Nonvich, Connecticut. The Contractor shall obtain all required permits and licenses for possession and use of explosives to be used on the sites of construction.

The Contractor shall also be responsible for the explosive materials at all times; for keeping of records regarding the explosives open at all times to inspection by the Police and Fire Departments of the City of Norwich, Connecticut; for the storage of explosive **materials** in a secure manner away from **all** tools, overnight or for any length of time at the site of construction; for the keeping of only such quantity of explosive material as may be needed for the work underway; for the immediate reporting to the Police and Fire Departments of the City of Nonvich, Connecticut, of all unaccounted for explosive materials; for completely, adequately and carefully covering all blasts with suitable blasting mats in such a manner to prevent damage to landscape features, structures, facilities, privately owned and all other properties and surrounding objects and in a manner that will prevent injury to persons.

Unless specifically permitted, no blasting shall be done between the hours of sunset and sunrise on any day and no blasting will be allowed on Sundays or legal holidays.

Receptacles especially constructed for use in the storage of explosives shall be provided for the storage of explosives and they shall be proof against bullets, fire or other conditions which might cause explosions of the contents. When the need for explosives is ended, all such materials remaining on the job shall be promptly removed from the premises.

The Contractor shall be responsible for conducting any visual surveys and documentary photography in the immediate vicinity of the proposed blast site prior to any blasting. The cost of conducting such surveys and photography shall be included in the unit prices for rock removal.

When blasting is not approved by the Owner, alternate means of rock removal shall be used, such as mechanical splitting or hydraulically splitting. If specified in the contract, the Contractor must perform tests on well water and structures prior to any blasting.

38. **POWER AND WATER**

Should the Contractor require electric power **and/or** water, he shall make necessary arrangements with the Norwich Public Utilities Department for securing it and bear any expense involved, unless expressly provided for otherwise in the specifications.

39. **TOILET ACCOMMODATIONS** The Contractor shall utilize toilet accommodations at the sites designated by the Owner. The Owner reserves the right to **revoke** permission to use these facilities if the Contractor's personnel abuse these accommodations in any way.

40. CLEAN-UP

The Contractor shall regularly and at the completion of the job, clean up all excess backfill materials and debris of every nature in order that the sites worked upon shall be left in a presentable condition as existed at the start of the job. It shall be the responsibility of the contractor to sweep and wash all surfaces and where mortar or grout has been deposited before these materials have an opportunity to bond. In case of dispute, the Owner may remove the rubbish and charge the cost of such removal to the Contractor.

41. GENERAL GUARANTEE

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's Representative's final inspection and acceptance as evidenced by final payment. He shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of a faulty material or workmanship and

indemnify and hold harmless the **Owner** from and against all loss or damage arising out of or in connection with any such defects.

42. LIENS

The final payment for the work will not be made until the Owner is satisfied that no liens have, or can be placed for material or labor on this work. If required by the Owner, the contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full covering all material and labor for which a lien could be filed against the Owner.

43. PAYMENTS

Payment for the work will be made when the work outlined in the specifications is completed or in accordance with the terms stated herein. Invoices shall be prepared in prescribed form by the contractor and shall be submitted to the Owner's Representative for checking and certification. *The City shall retain 5% of invoices until substantial completion of the project is reached. Retainage shall be reduced to 2% upon discretion of the City at that time. Retainage will be released 60 days after acceptance subject to owner's approval.*

44. PAYMENT TO SUB-CONTRACTOR

The Owner assumes no obligation to pay or to see to the payment of any sum to the sub-contractor. The owner can require a release of all liens for labor. (See Article 41)

45. FINAL INSPECTION AND ACCEPTANCE

Upon receipt of written notice from the contractor that his **work** is completed the Owner's Representative **will** make a final inspection and will notify the contractor of all instances in which the work fails to comply with the specifications as well as any defects which he may discover. The contractor shall thereupon immediately rebuild, alter and restore the work so that it will comply with the specifications and he shall remedy any defects at this own cost and expense and to the satisfaction of the Owner's Representative. Upon the completion of such alterations or repairs, the Owner's Representative will issue his certificate of final acceptance of work. The issuance of such certificate of final acceptance by the Owner's Representative shall not prevent the City from recovering damages at any subsequent time for work found to be actually defective during the one year guarantee period that commences after final payment has been made.

46. FINAL PAYMENT

The acceptance by the Contractor of payment for the final invoice made after the Owner's Representative's certification of final **acceptance** as provided for in these General Conditions, shall release the City of **Norwich** and every agent of the City from all further claims or liabilities to the contractor of **whatever nature** except for the remaining sum or

sums of money withheld under the provisions of the contract.

47. CORRECTIONS

Erasures or other changes in the bid **must** be explained or noted over the signature of the bidder.

48. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

The contractor shall keep at the site of the work at least one copy of the drawings and specifications, and shall at all times give the Owner and his representatives access thereto. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned on both.

49. LOADING

No part of the materials involved in this contract shall be loaded during construction with a load greater than that it can carry with safety. Should any accidents or damages occur through any violation of this requirement, the contractor will be held responsible under his contract and bond.

50. POLLUTION OF WATERS

Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows along the line of work. No Waste matter of any kind will be allowed to discharge into the stream flows or impounded waters of any ponds or other bodies of water.

51. USE OF "HE", "HIS" OR "HIM"

Whenever in these General Conditions the masculine **works**, "he", "his" or "him" are used pertaining to the contractor or buyer, it shall be for brevity and in no way is any sexual discrimination intended.

52. REFERENCE

Any reference to sections or articles shall be construed as pertaining to Connecticut State Highway Standard Specifications **Form 814A**.

53. SURPLUS MATERIAL

The surplus material, if requested by the Engineer, shall be placed in designated areas, provided the haul does not exceed 15 miles. Should no area be designated, the Contractor shall dispose of the material beyond the limits of this project and in both instances this work will be done at no cost to the city.