

BID DOCUMENTS

WITH

**BUCK ROAD-LINE CREEK
REPLACEMENT BRIDGE CROSSING
BIN 2221410**

**TOWN OF MADRID
3529 COUNTY ROUTE 14
ST. LAWRENCE COUNTY
MADRID, NEW YORK 13660**

THOMAS A.H. PAHLER, P.E. - LICENSE NO. 064413

PREPARED BY:

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FEBRUARY 25, 2020

TAHP PROJECT NO. 6361-20

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

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BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 00010 ADVERTISEMENT TO BID

The Town of Madrid will receive sealed bids for the removal and replacement of the Buck Road-Line Creek Bridge Crossing BIN 2221410, located on the Buck Road and crossing Line Creek, in the Town of Madrid, New York. The project generally consists of removal of the existing guide rails, concrete bridge deck, as well as, steel support framing and replacing the bridge, along with a replacement guide rail system. The replacement bridge design consists of Geosynthetic Reinforced Soil (GRS) supporting seven concrete box beams, 4 ft wide and 48 ft in length, that have been fabricated by and are currently stored at Jefferson Concrete Corp., Watertown New York. The concrete box beams and eight guide rail posts and respective embedments were procured by the Town of Madrid. The project will be assisted by forces provided by the Town of Madrid, the conceptual scope of which is outlined in the following documents and are negotiable, with the final contract.

PROJECT: BUCK ROAD-LINE CREEK BRIDGE CROSSING

at the following place:

ATTENTION: TONY COOPER, TOWN SUPERVISOR
PLACE: TOWN OF MADRID
3529 COUNTY ROUTE 14
MADRID, NEW YORK 13660

DUE DATE: MARCH 25, 2020

TIME: 3:30 P.M. LOCAL TIME

OWNERS ADDRESS: TOWN OF MADRID
3529 COUNTY ROUTE 14
MADRID, NEW YORK 13660

The information for Bidders, Form of Bid, Form of contract, Plans, Specifications, and other contract documents may be examined at:

TOWN OF MADRID OFFICE BUILDING, 3529 COUNTY ROUTE 14, MADRID, NEW YORK 13660 (322-5760)

Copies may be obtained at Town Office Building. Should copies be requested by mail delivery, a check made out for the amount of \$75.00 (non-refundable) shall be made payable to the TOWN OF MADRID to cover cost of mailing and handling the plans and specifications via regular mail service. The Contract Documents will also be posted on the Town of Madrid Website: www.townofmadrid.org

The Owner reserves the right to waive any informalities in or to reject any or all bids, or any part of any bid.

Bids shall be accompanied with a signed, Non-Collusive Bidding Certificate, Bid Form, Bid Bond and acknowledgment of any issued Addendums.

No Bidder may withdraw his bid within 45 days after the actual date of the opening thereof.

The bids shall not include sales and compensating use tax, with the cost of materials within the scope of construction with the project. The bids shall include prevailing wages and compliance with Wicks law.

Minority and Women-owned businesses are encouraged to respond.

The Town of Madrid is an equal opportunity organization. All qualified Minority and Women-Owned businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, sexual preference or Vietnam Era Veterans status.

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 00100 INFORMATION FOR BIDDERS

PART 1 GENERAL

1.01 Receipt and Opening of Bids

The Owner invites and will receive bids on the appropriate forms until the time and at the place stated in the attached notice. Bids must be submitted in sealed envelopes addressed to the Owner, at the referenced address, and bear the specific project contract name and the name of the contractor.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope bearing the Owner's address as given in the notice.

1.02 Informalities, Waivers and Withdrawals

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids.

Any bid may be withdrawn prior to this scheduled deadline for receipt of bids or authorized postponement thereof, but no bid may be withdrawn within forty-five (45) days after the actual date of the opening thereof. Any bid received after the time and date specified will not be considered and will be returned unopened.

1.03 Bid Preparation Instructions

Unless otherwise noted thereon, all blanks on the Bid Forms must be appropriately filled in with ink and with both words and figures and the bid must be properly executed. Do not use the Bid Forms from this binder. Use Bid Form copies thereof. The Bid Forms consist of the Bid Proposal, Non-Collusive Bidding Certification, Bid Bond and acknowledgment of any issued Addendum(s). A Statement of Contractors Qualifications is an option at this time.

All Contract Documents, except the Contract Drawings (which are separately bound but made a part hereof) and any Addendum, are contained in this binder.

Bids are to be returned in a sealed envelope by Friday, March 25, 2020 at 3:30 PM. Envelopes must be marked "**BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING**" and "**CONTRACTOR NAME**" to the attention of: Mr. Tony Cooper, Superintendent, Town of Madrid, 3529 CR 14, Madrid, New York 13660. If bid submission is by mail, the sealed envelope containing the bid and bearing the aforementioned notations, must be

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

enclosed within another mailing envelope labeled “**Bid Enclosed**”.

1.04 Addenda and Interpretations

No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of bids. Should there be questions, they must be presented in writing to: Thomas AH Pahler, PE, 7081 State Hwy 56, Norwood, New York 13668, and to be given consideration of at least seven (7) days prior to the date set for the opening bids, for a published response to all bidders.

Any interpretation and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent by e-mail to all holders of Contract Documents, no later than 24 (twenty four) hours prior to the bid opening.

Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued, shall become part of the Contract Documents.

1.05 Contract Documents

The Bidder shall thoroughly examine and familiarize himself with the Plans, Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to examine the Contract Documents and the Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

1.06 Collateral Work

Each Bidder shall inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder, as Contractor, of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible; the Contractor, in carrying out the work, shall employ such methods or means as will not cause any interruption of or interference with the work of other Contractors.

1.07 Site Conditions

Each Bidder must familiarize him/herself with the existing site conditions with regard to access to the work area, amount of materials required and other pertinent information for preparation of a bid

PART 2 BIDDERS

2.01 Qualifications for Bidders

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

The Owner reserves the right to make such investigation as he may deem necessary or advisable to determine any Bidder's ability to do the work and the Bidder shall furnish to the Owner, on request, all data and information pertinent thereto. The Owner reserves the right to reject any bid if such investigation fails to satisfy the Owner that the Bidder is fully qualified to do the work.

Conditional bids will be considered informal and will be rejected.

2.02 Obligations of Bidders

At the time of the opening of bids, each Bidder will be presumed to have informed himself fully of the scope and conditions relating to the work and labor required for the work, and to have read and acquainted himself with all the Contract Documents. Failure to do so will not relieve the Bidder who is awarded the Contract, of his obligation to complete the work for the price or prices bid, or of any other obligation under the contract. The failure or omission of any Bidder to receive or examine any Contract Document shall on no way relieve him from any obligation in respect to this bid.

2.03 Bid Security

Bid Security will consist of a Certified Check or Bid Bond in the amount of 5% of the gross Bid Price. The Bid Security will be returned to the unsuccessful bidders and to the successful bidder, upon delivery of requested items with the advancement toward a contract agreement. Should the bidder fail to comply with the terms of the contract herein set forth, all or a portion of the Bid Security may be retained by the Town, as liquidated damages.

2.04 Performance Bond

The Contractor shall secure a Labor and Material Bond guaranteeing prompt payment of monies due to all persons supplying Contractor or Subcontractor with labor and materials employed and used in carrying out the Contract. The amount of such Bond shall be one-hundred percent (100%) of the Contract Price.

The Contractor guarantees that all work and/or products and materials, will be performed, and/or provided and furnished, in accordance with the Terms and Conditions of the Contract.

2.05 Taxes

State and local sales taxes on materials incorporated into construction shall not be included within the Bid.

PART 3 LOWEST BID AND CONTRACT AWARD

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

3.01 Discrepancy in Bids

In the event a discrepancy exists in any Bid between the prices written in words and the prices written in figures, the prices written in words shall govern.

3.02 Lowest Bidder

Bids will be compared on the basis of the total bid price. Such a total bid shall be the lump sum price, with the potential deductions, for listed items that may be contributed, undertaken or supported by the Town forces.

3.03 Owner Options

The Owner reserves the option to waive any formalities, reject any or all bids, or any part of any bid and may enter into negotiations with any bidder. The Owner may also rebid the project, in order to meet their budgetary requirements.

3.04 Bid Award

Award of Contract will be made to a qualified bidder, whose bid complies with all the provisions required to render it formal, is financially acceptable to the Owner and who has demonstrated a commitment for a compatible working relationship with the Owner, for the duration of the project.

PART 4 MISCELLANEOUS

4.01 Assignment

The successful Bidder to whom any Contract shall be let, granted or awarded shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of his right, title or interest therein or his power to execute such Contract, to any person or corporation without the prior consent in writing of the Owner.

4.02 Work Schedule

The Contractor must submit a proposed work schedule within 5 days of Notice of Award.

4.03 Power of Attorney

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

4.04 Laws and Regulations

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

The Bidder's attention is directed to the fact that all applicable New York State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full.

4.05 Substitutions

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference of brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue, and if, in the opinion of the Owner, such material, article, or piece of equipment is of equal substance and function to that specified, the Owner may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

4.06 Surveys, Permits, Regulations

The Owner shall furnish all surveys to establish base lines or Benchmarks for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown on the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detailed surveys needed for construction, such as grade stakes, stake pipe locations and other working points, lines, elevations and cut sheets.

Permits and licences of a temporary nature necessary for undertaking the work, shall be secured and paid by the Contractor, unless otherwise stated within the Contract Documents.

4.07 Insurance

The Contractor shall purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for those acts any of them may be liable.

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Owner. Insurance policy certificates shall also specifically list and name the Town of Madrid and Thomas AH Pahler, PE, as additionally insured entities.

The Contractor shall procure and maintain General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, where such operations be by the Contractor, by any Subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

4.08 Commencement and Completion

Upon execution of the Contract, the respective Contractor will be notified to proceed with the work. The Contractor shall commence work on or before a date to be specified in a written "Notice to Proceed" by the Owner, and shall be fully completed within the given number of calendar days thereafter. The Owner will mail the "Notice to Proceed" at least ten (10) days prior to the date set for commencement of the work.

The plan date to start the project will be early summer, during low flow stream conditions with Line Creek, which is anticipated to be in June, 2020, but may vary, based on prevailing Spring and early Summer weather conditions.

4.09 Contract Drawings

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

The Contract Drawings consist of separately bound drawings prepared by Andrew E. Willard, P.E., with St. Lawrence County Highway Department numbered 1 through 29 and Shop Drawings prepared by Jefferson Concrete Corp. numbered 1 through 4, referenced as Job No. 2019-12.

4.10 Work Conferences

After the award of contracts a pre-construction conference will be held at the site to be attended by representatives of the Owner, Engineer and the Contractor. Additional conferences will be scheduled as necessary, as the work progresses.

4.11 Discrepancy in Contract Drawings

Whenever a discrepancy is noted in the contract documents, the more stringent or most conservative shall govern.

PART 5 PREVAILING WAGES

5.1 Prevailing Wage Ruling

The Project is listed as NYS Department of Labor Prevailing Wage Project or Prevailing Rate Case Number: **PRC# 2020002717 Buck Rd Replacement Bridge**. The prevailing wage rate schedule prepared by the NYS Department of Labor (NYSDOL) for this project shall be agreed to in form and content as if a part of the Contract and these specifications.

5.2 Technical Information

Prospective bidders shall obtain state wage rate schedule information from the NYSDOL website using Prevailing Rate Case Number heretofore provided in accordance with the "State Prevailing Wage Rate Special Note".

To obtain the Prevailing Wage Rates for this project online, insert the following web address in your web browser:

<http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1494954>

END OF SECTION

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 00300
BID FORM
GENERAL CONSTRUCTION

PLACE: 3529 County Route 14
Madrid, New York 13660

DATE: _____

PROJECT NO. TAHP 6361-20

Proposal for _____ (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of _____ * a partnership or an individual doing business as _____.

To: TOWN OF MADRID (hereinafter called "Owner").

Gentlemen/Women:

The Bidder, in compliance with your invitation for bids for the **BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING**, having examined the plans and specifications with related documents and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications.

Bidder acknowledges receipt of the following addendum:

*Insert corporation, partnership or individual as applicable.

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

Bidder agrees to perform ALL of the work described in the Contract Documents for the following lump sum of:

_____ Dollars (\$ _____).
(words) (figures)

The components included within the Lump Sum Bid for the Project are as follows, which may be deducted, should the Town of Madrid undertake the task or provide the service:

Demolition of the Guide Rails, Bridge Deck and Steel Frame:	_____ Dollars (\$ _____) Lump Sum
(words)	(figures)
Disposal of Demolition Debris (concrete, steel, soil & rocks):	_____ Dollars (\$ _____) Lump Sum
(words)	(figures)
No. 1 Crushed Stone & Delivered to the Site:	_____ Dollars (\$ _____) Lump Sum
(words)	(figures)
Asphalt Paving:	_____ Dollars (\$ _____) Lump Sum
(words)	(figures)

Amount is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days.

Respectfully submitted:

(Bidder)

(SEAL-if bid is by a Corporation)

By: _____

Typed Name: _____

Title: _____

Address: _____

END OF SECTION

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 00310
BID BOND

KNOW ALL WOMEN/MEN THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound unto _____

_____ as Owner in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

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

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Principal (L.S.)

Surety

By: _____

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

END OF SECTION

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 00320
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder, or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2), and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of sub-paragraph one.

Date: _____, 20__

(*Name of Bidder)

at _____

(Address of Bidder)

Telephone: _____

SEAL (If Bid is by a Corporation)

(Signature of Bidder)

Typed: _____

Title: _____

*Insert Bidder's name: If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the State of", if a partnership, give the name of partners, using also the phrase "co-partners trading and doing business under the form name and style of", if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 00350
STATEMENT OF CONTRACTOR'S QUALIFICATIONS

This statement must be submitted by the Contractor with his proposal. All questions must be answered and the data given must be clear and comprehensive.

1. Name of Bidder _____
Contact: _____ PHONE/FAX NOS.: _____
E-Mail: _____
2. Permanent Main Office Address: _____
3. When organized or began business: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm name?_
6. Have you ever failed to complete any work awarded to you? _____
If so, where and why _____
7. Will you, upon request, submit a detailed financial statement and furnish the following information that may be required by the owner? _____
 - Contracts on hand: (indicate location, client, gross amount of each contract, approximate anticipated dates of completion, A/E name, address and contact person).
 - List of contracts of a similar nature performed within the past two years with location, client, gross amount, date of completion, A/E name, address and contact person.
 - List of major equipment owned and available within 10 days of award of this contract.
 - Background and experience of the principal members of your personnel, including the officers.
 - Credit available (written evidence).
 - Such statements, if required, shall be notarized and delivered to the Owner within three (3) days of written or verbal request. (Contractor may, at his discretion, elect to submit information as delineated under No.7 with the Bid Proposal.)
8. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in certification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at _____ this _____ day of _____, 20 ____.

NAME OF CONTRACTOR

By: _____

Title: _____

END OF SECTION

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between Town of Madrid, hereinafter called "Owner"(Name of Owner) (an individual) and _____ doing business as (an individual), (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the demolition and construction of the replacement Bridge Crossing.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein. With the exception of select items identified in the bid form, that may be provided by the Town of Madrid Forces.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 7 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. NOTICE TO BIDDERS
 - B. INFORMATION FOR BIDDERS
 - C. BID
 - D. NON-COLLUSIVE BIDDING CERTIFICATE
 - E. AGREEMENT
 - F. GENERAL CONDITIONS
 - G. NOTICE OF AWARD
 - H. NOTICE TO PROCEED
 - I. CHANGE ORDER
 - J. SUMMARY OF WORK
 - K. Drawings prepared by Andrew E. Willard, PE with St. Lawrence County Highway Department, Sheet Nos. 1 through 29 and Shop Drawings prepared by Jefferson Concrete Corp., Numbered 1 through 4 with Job No. 2019-12.
 - L. Addenda:
No. _____, dated _____, 20____
No. _____, dated _____, 20____

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

- 6. 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.
- 7. 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 (No. of copies) _____ each of which shall be deemed an original on the date first above written.

OWNER:

By: _____

Typed Name: _____

Title: _____

(SEAL)

ATTEST:

Typed Name: _____

Title: _____

CONTRACTOR:

By: _____

Typed Name: _____

Title: _____

(SEAL)

ATTEST:

Typed Name: _____

Title: _____

END OF SECTION

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 00600
PERFORMANCE BOND AND PAYMENT BOND

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of _____

_____ Dollars (\$ _____) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for: _____

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 during the one year guaranty period and if the Principal 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, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or WORK to be performed thereunder or the SPECIFICATIONS accompanying 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 it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 2 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment" wherever used in this

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____(number) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

By: _____

Typed Name: _____

Address: _____

(SEAL)

(witness as to Principal)

(Address)

ATTEST:

Surety

Witness to Surety

By: _____

Attorney-in-Fact

Typed Name: _____

Address: _____

NOTE: Date of BOND must not be prior to day of Contract. If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum

of _____ Dollars
(\$ _____) in lawful money of the United States for the payment of which sum well and

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for: _____

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing Labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or General Law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTOR, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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 this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, and furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 2 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment" wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

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

IN WITNESS WHEREOF, this instrument is executed in _____(number) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary By: _____

Typed Name: _____

Address: _____

(SEAL)

(Witness as to Principal)

(Address)

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

ATTEST:

Witness to Surety

Surety

By: _____
Attorney-in-Fact

Typed Name: _____

Address: _____

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

NOTICE OF AWARD
SECTION 00610

TO: _____

PROJECT DESCRIPTION: BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING.

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and information for Bidders.

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

If you fail to execute said Agreement and to furnish said Requested Documents within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your right arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED this _____ day of _____, 20__.

Town of Madrid

OWNER

By: _____

Typed Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

This the _____ day of _____, 20__.

By: _____

Typed Name: _____

Title: _____

END OF SECTION

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 00620
NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

_____ Town of Madrid _____

By: _____

Typed Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

on this the ____ day of _____

20____.

By: _____

Typed Name: _____

Title: _____

Employer Identification

Number: _____

END OF SECTION

CONTRACT CHANGE ORDER	Order No.:
Contract for: BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING	Date:
Owner:	State:
To:	County:

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE In Contract Price
	\$	\$
TOTALS	\$	\$
NET CHANGE IN CONTRACT PRICE	\$	\$

JUSTIFICATION:

The amount of the Contract will be (Decreased)(Increased) By The Sum Of: _____ Dollars \$

The Contract Total Including this and previous Change Orders Will Be: _____ Dollars \$

The Contract Period for Completion Will Be (Increased)(Decreased)(Unchanged): _____ Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested: _____
(Owner) (Date)

Recommended: _____
(Owner's Engineer) (Date)

Accepted: _____
(Contractor) (Date)

Approved: _____
(Owner) (Date)

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

GENERAL CONDITIONS

- | | | | |
|-----|--|-----|---|
| 1. | DEFINITIONS | 15. | CORRECTION OF WORK |
| 2. | ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS | 16. | SUBSURFACE CONDITIONS |
| 3. | SCHEDULES, REPORTS, AND RECORDS | 17. | SUSPENSION OF WORK, TERMINATION,
AND DELAY |
| 4. | DRAWINGS AND SPECIFICATIONS | 18. | PAYMENTS TO CONTRACTOR |
| 5. | MATERIALS, SERVICES, FACILITIES | 19. | ACCEPTANCE OF FINAL PAYMENT AS
RELEASE |
| 6. | INSPECTION AND TESTING | 20. | INSURANCE |
| 7. | SUBSTITUTIONS | 21. | ASSIGNMENTS |
| 8. | PATENTS | 22. | INDEMNIFICATION |
| 9. | SURVEYS, PERMITS, REGULATIONS | 23. | SEPARATE CONTRACTS |
| 10. | PROTECTION OF WORK, PROPERTY,
PERSONS | 24. | SUBCONTRACTING |
| 11. | SUPERVISION BY CONTRACTOR | 25. | ENGINEER'S AUTHORITY |
| 12. | CHANGES IN THE WORK | 26. | LAND AND RIGHTS OF WAY |
| 13. | CHANGES IN CONTRACT PRICE | 27. | GUARANTY |
| 14. | TIME FOR COMPLETION AND
LIQUIDATED DAMAGES | 28. | ARBITRATION |
| | | 29. | TAXES |

1. **DEFINITIONS**

- 1.1 Wherever used in the Contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 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.
- 1.3 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 Bidder - Any person, firm, or corporation submitting a Bid for the Work.
- 1.5 Bonds - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.6 Change Order - A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 Contract Documents - The contract, including Notice to Bidders, Information For Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the work.
- 1.10 Contractor - The person, firm, or corporation with whom the Owner has executed the Agreement.
- 1.11 Drawings - The parts of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.14 Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.15 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the Work and establishing the date for commencement of the Work.
- 1.16 Owner - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the Work is to be performed.
- 1.17 Project - The undertaking to be performed as provided in the Contract Documents.
- 1.18 Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.
- 1.19 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.20 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 Subcontractor - An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.22 Substantial completion - That date certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.23 Supplemental General Conditions - Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to the inclusion in the Contract Documents, or such requirements that may be imposed by applicable state laws.
- 1.24 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.
- 1.25 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.
- 1.26 Written Notice - Any notice to any party of the agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the Work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Owner, as necessary to carry out the Work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the Owner such schedule of quantities and cost, progress schedules, payrolls, reports, estimates, records and other data where applicable as may be required by the Contract Documents for the Work to be performed.
- 3.2 Prior to contract award and within 5 calendar days of bid opening the apparent bid winner shall submit construction progress schedules showing the order in which the Contractor proposed to carry on the Work, including dates at which the various parts of the Work will be started, estimated date of completion of each part and, as applicable:
- 3.2.1 The dates at which special detail drawings will be required; and
- 3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that the Contractor anticipates will be earned during the course of the Work.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the Drawings with Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner, unless otherwise noted.
- 4.2 In case of conflict between the Drawings and included Specifications, the more stringent shall govern. Figure dimensions on Drawings shall govern over general Drawings.
- 4.3 Any discrepancies found between the Drawings and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. MATERIALS, SERVICES AND FACILITIES

- 5.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- 5.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 5.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 5.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 5.5 Materials, supplies, or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6. INSPECTION AND TESTING

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

- 6.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 6.2 The Owner shall provide all inspection and testing services not required by the Contract Documents.
- 6.3 The Owner will provide a resident project representative for the project.
- 6.4 If the Contract Documents, laws, ordinances, rules, regulations or work orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 6.5 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from the obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 6.6 The Engineer and The Engineer's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- 6.7 If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- 6.8 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, testing and reconstruction and an appropriate Change Order shall be issued.

7. SUBSTITUTIONS

- 7.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

8. PATENTS

- 8.1 The Contractor shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

9. SURVEYS, PERMITS, REGULATIONS

- 9.1 The Owner shall furnish all boundary surveys, establish all base lines, reference Benchmark(s) and information for locating the principle component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.
- 9.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- 9.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for the by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. If the Contractor observes that the Contract Documents are a variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 12, Changes In The Work.

10. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 10.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns walks, pavements, roadways, structures and utilities no designated for removal, relocation or replacement in the course of construction.
- 10.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts either of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 10.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt Written Notice an any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the Changes and deviations involved.

11. SUPERVISION BY CONTRACTOR

- 11.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

12. CHANGES IN THE WORK

- 12.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Work, then equitable adjustment shall be authorized by Change Order.
- 12.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

13. CHANGES IN CONTRACT PRICE

- 13.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
- a. Unit prices approved.
 - b. An agreed lump sum.
 - c. Cost, plus 10% overhead and 10% profit markup

14. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 14.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract documents and the Work embraced shall be commenced on a date specified in the Notice To Proceed.
- 14.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 14.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 14.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the contractor has promptly given Written Notice of such delay to the Owner or Engineer.
- 14.4.1 To any preference, priority or allocation order duly issued by the Owner.
 - 14.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
 - 14.4.3 To any delays of Subcontractors occasioned by any of the causes specified in paragraphs

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

14.4.1 and 14.4.2 of this article.

14.4.4 There are no Liquidating Damages with this Contract.

15. CORRECTION OF WORK

- 15.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 15.2 All removal and replacement Work shall be done at the contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

16. SUBSURFACE CONDITIONS

- 16.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:
- 16.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- 16.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- 16.2 The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written Notice has been given; provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

17. SUSPENSION OF WORK, TERMINATION, AND DELAY

- 17.1 The Owner may suspend the Work or any portion thereof for a period of not more than thirty days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 17.2 If the Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project,

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including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

- 17.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 17.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 17.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and Engineer terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and Engineer stop the Work until paid all amounts then due, in which event and upon resumption of the Work Change Orders shall be issued for adjusting the Contract Price or extending the contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 17.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

18. PAYMENT TO CONTRACTOR

- 18.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require, less retainage amount of 10%. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor with indication in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.
- 18.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 18.3 Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 18.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole

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responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

18.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

18.6 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments made in good faith.

18.7 If the Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

18.8 ESTIMATED QUANTITIES

Not Applicable.

18.9 PRICES ALL-INCLUSIVE

The price or prices herein agreed to shall be for the Work complete, and shall include the furnishing of all labor, tools, plant, equipment and materials therefore, whether required directly or indirectly, unless otherwise specified.

18.10 LUMP SUM PRICES

A lump sum price stated in the Bid for an item shall be for the Work complete as described in the Specifications for the corresponding item and shall include the cost of all labor, tools, plant, equipment and materials, specified or implied, incidental to the Work of the item complete and ready for the service intended.

18.11 UNIT PRICE

Not Applicable.

19. **ACCEPTANCE OF FINAL PAYMENT RELEASE**

19.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any

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obligations under the Contract documents or the Performance and Payment Bonds.

Upon "Substantial Completion" final payment equal to one hundred percent (100%) of the amount due the Contractor will be due and payable, subject to the submission of acceptable affidavit of payment of debts and liens from all major subcontractors and all major material suppliers, as determined by the Owner.

20. **INSURANCE**

- 20.1 The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 20.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - 20.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - 20.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - 20.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
 - 20.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - 20.1.6 The Town and Engineer shall be named as "additional insured" on all such insurance policies protecting against liability for injury of persons or property.
- 20.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Owner.
- 20.3 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, Liability insurance as hereinafter specified:
 - 20.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, where such operations be by the Contractor by any Subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the contractor. Insurance shall be written with a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
 - 20.3.2 The Contractor shall acquire and maintain, Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractor as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the Project.

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20.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21. ASSIGNMENTS

21.1 Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

22. INDEMNIFICATION

22.1 The contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from the 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 therefrom; 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.

22.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any imitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

22.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

23. SEPARATE CONTRACTS

23.1 The Owner reserves the right to let other Contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

23.2 The Owner may perform additional Work related to the Project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if the Owner is performing the additional Work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate the Work with theirs.

23.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves it in additional expense or entitles it to an extension of the Contract time, the Contractor may make a claim thereof as provided in Sections 14

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and 15.

24. SUBCONTRACTING

- 24.1 The Contractor may utilize the services of specialty Subcontracts on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 24.2 The Contractor shall not award Work so Subcontractor (s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
- 24.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- 24.4 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 and subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 24.5 Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

25. ENGINEER'S AUTHORITY

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

26. LAND AND RIGHTS-OF-WAY

- 26.1 Prior to issuance of Notice To Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 26.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 26.3 The Contractor shall provide at its own expense and without liability to the owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

27. GUARANTEE

- 27.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that

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the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, other Work that may be make necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

28. ARBITRATION BY MUTUAL AGREEMENT

- 28.1 All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be jurisdiction thereof. (Revised 2-16-83, PN 869.)
- 28.2 Notice of the Request for arbitration shall be filed in writing with the other party to the Contract Documents and a copy shall be filed with the Engineer. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- 28.3 The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing,

29. TAXES

- 29.1 The Contractor will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the Work is performed. Sales tax will not be applicable for materials furnished with the project.

END OF SECTION

BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING

SECTION 01010 SUMMARY OF WORK

PART 1 GENERAL

1.0.1 Related Documents

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Various Applicable Division Specification Sections, apply to work of this section.

1.02 Project/Work Identification

- A. General - Project is "BUCK ROAD-LINE CREEK REPLACEMENT BRIDGE CROSSING" located in St. Lawrence County, Town of Madrid, New York, as shown on Drawings prepared by Andrew E. Willard, P.E. with St. Lawrence County Highway Department and Shop Drawings prepared by Jefferson Concrete Corp. Job No. 2019-12.
 - 1. There will be one General Contract with the project, that will include support services provided by the Town of Madrid, the Owner.
- B. Particular Project Requirements - The work site is on a Town Road and the Bridge is also owned by the Town. The Contractor will be provided access to work area and the work will need to be coordinated with the Owner.
 - 1. Existing site conditions, restrictions, location of storage areas and parking shall be coordinated with the Owner.
 - 2. The work hours and schedule for the work shall be coordinated with the Owner. It is expected that no work will be undertaken before 6:00 AM and no later than 6:00 PM, Monday through Friday.
 - 3. The adjacent residential buildings are occupied. There shall be unobstructed pedestrian or vehicular access to the adjacent buildings at all times.
- C. Summary of Contract Work - Briefly, the work anticipated with the entire bridge replacement project will consist of; locally closing the roadway and providing detour signage, installation of erosion and sediment control plan, removal of existing guide rail system and concrete jersey barriers, demolition of the bridge deck, which consists of surface asphalt pavement, underlain by a reinforced concrete deck that is supported by steel beams, imbedded within the concrete bridge abutments. The upper portion of the concrete abutments will need to be vertically cut back to approximately the bottom of the steel beam seat level or elevation 331.27, as well as, the short wing walls, upstream and downstream. The material behind the abutments will be excavated approximately 6 ft below the cut concrete level of the abutments and carried back approximately 10 ft at the base and tapered back to roadway level, as depicted on the plans. The geosynthetic reinforced soil concrete box beam support system will be constructed to support the prefabricated concrete box beams, details of which are depicted on the plans. The concrete box beams are prefabricated and include eight guide rail posts on each side with embedment hardware that were procured by the Town, in the Fall of 2019 and is being stored, ready for installation. The transportation and post tensioning of the concrete beams will be performed under separate contract by Jefferson Concrete Corp. The lower portion of the concrete abutments, on the stream side, will receive a medium stone fill placement to mitigate scour. There is surface grading, topsoil placement, seeding, grouting, priming and surface sealing the concrete box beams, asphalt placement and installation of the guide rail system.

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1. Work to be undertaken by the Town of Madrid

- a. Close the roadway, remove or relocate concrete jersey barriers, assist with providing staging or material storage areas on the project site
- b. Establish Primary Survey Control on the site (plan & vertical reference)
- c. Potentially provide support with demolition debris removal from the site
- d. Potentially supply and deliver No. 1 crushed stone fill
- e. Potentially provide excavation spoil removal from the site
- f. Potentially Furnish and Install Asphalt Pavement
- g. Potentially provide Contractor support with heavy equipment & operator
- h. Furnish concrete bridge guide rail posts and related hardware (16 pcs.)
- i. Furnish Jefferson Concrete Corp. concrete box beam delivery, per Contractor schedule

2. Work to be undertaken by Contractor

- a. Installation of erosion and sediment control system per plan drawings
- b. Demolition of existing guide rail system
- c. Demolition of existing bridge deck, steel frame and upper abutments
- d. Provide construction survey control, detailed grading and plan location
- e. Potentially provide demolition debris removal from the site
- f. Potentially supply and deliver No. 1 crushed stone fill
- g. Potentially provide excavation spoil removal from the site
- h. Furnish and Install bridge beam support components, not furnished by the Town, as depicted on the plans
- i. Potentially Furnish and install Asphalt Pavement
- j. Establish side slope grading, ditches, furnish and install ditch armor
- k. Unload & Set Concrete Box Beams with Crane provided by Contractor
- l. Grout, Clean, Prime and Seal Concrete Box Beams
- m. Topsoil, seed, mulch and site cleanup
- n. Furnish guide rail system not provided by Town and install entire guide rail system
- o. Furnish and install all other components with the project that are required with the plans and specifications, that were not undertaken by the Town

3. Work to be undertaken by Jefferson Concrete Corp, under separate contract with the Town

- a. Furnish and deliver concrete box beams to the site
- b. Post tension concrete box beams after grout set

1.03 Miscellaneous Provisions

- A. Under this Contract, the contractor shall furnish all labor, equipment and materials and shall do all work as shown on the Plans, as specified, and as directed by the Engineer, in accordance with the obvious and expressed intent of the contract to secure a complete installation. In general, the work to be performed under each contract is described in the following sections.
- B. The quality of workmanship and materials entering into the work under the various Contracts shall conform to the requirements of the pertinent sections, clauses, paragraphs and sentences, both directly and indirectly applicable thereto, in these specifications whether or not direct reference to such occurs in the Bid items.

1.04 Contractors Use of Premises

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- A. Use of the Site - Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is permitted are not to be disturbed without prior written notice as described in item below. Conform to site rules and regulations affecting the work while engaged in project construction.
 - 1. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas approved by the Engineer.

- B. Dust Control
 - 1. The Contractor shall take all necessary measures to control dust resulting from his operation and to prevent spillage of excavated material on public roads. When directed by the Engineer, the Contractor will sprinkle water where directed and in such quantities and at such frequencies as may be required to control such dust and prevent it from becoming a nuisance to the surrounding area at no additional cost to the Owner. All roads must be maintained dust free at all times. Daily cleaning will be required. The use of calcium chloride will not be permitted.

- C. Existing Utilities and Structures
 - 1. Definition: The term "existing utilities" shall be deemed to refer to both publicly and privately owned utilities such as storm drains, sanitary sewers, water lines, gas, electrical and telephone services and appurtenances.
 - 2. Locations: Where existing utilities and structures are indicated on the drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown, and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance the Contractor shall notify the proper authorities having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
 - 3. Prevention of Disruption and Damage: The work shall be carried out in a manner to prevent disruption of existing utilities. Any damage resulting from the work of this contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all cost thereof.
 - 4. Support and Protection: Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority provide such support of protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

- D. Access Roads and Easements
 - 1. The Contractor shall construct and maintain such temporary access roads and work areas as he may need to install the work. Areas shall be located within the Owner's property, unless the Contractor independently secures additional easements for his use and convenience. Additional special requirements must be submitted to the Owner for approval and shall be in writing, signed by the Contractor or his authorized representative, for consent with the contiguous property owner.

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2. At the completion of the work, the surface of all land used for access roads, work areas or extended work areas shall be restored as hereinafter specified. The Contractor shall obtain a signed statement from the property owner releasing the Owner from future claims, liability or additional work related to the property.
3. In no case will the Contractor be allowed to use additional land in a wetlands or flood plain area.

E. Permits

1. The Contractor shall secure and pay for any necessary permits required for construction of the project.

1.05 Owner Occupancy

- A. Partial Owner Occupancy - The Owner reserves the right to place and install materials/equipment as necessary in areas of the work and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of materials/equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

1.06 Performance Requirements for completed Work

- A. General - The Contract Documents indicate the intended occupancy and utilization of the individual systems and facilities. Compliance with governing regulations is intended and required for the work and for the Owner's occupancy and utilization.
- B. Prior to the time of substantial completion inspect, test and adjust the performance of every element, system or facility of the work as necessary to ensure that the overall performance is in compliance with the contract documents.

PART 2 PRODUCTS

NOT APPLICABLE

PART 3 EXECUTION

NOT APPLICABLE

END OF SECTION