

TABLE OF CONTENTS

<u>Description</u>	<u>Page No.</u>
Project Information	3
Bid Form	9
Hold Harmless Agreement.....	11
Certification of Bidders Qualifications and Use of Subcontractors.....	13
Contract Forms.....	15
General Conditions	31
Contract Specifications	50
Supplemental Specifications.....	50

Attachments

- Contract Drawings: Rogers Road Culvert Replacement, December, 2019

Town of Westford, Vermont
Rogers Road Culvert Replacement

[This Page Intentionally Left Blank]

Rogers Road Culvert Replacement Bid

The Town of Westford invites you to prepare a unit price Bid to install a new 14' 3" x 8' 11" multi-plate culvert on Rogers Road. The selected Contractor shall have 30 Calendar Days to complete the installation. The work shall occur between June 1, 2020 and October 1, 2020. Please refer to these specifications and the attached drawings for details of construction.

Sealed bids addressed to the Town of Westford shall be submitted to the Town of Westford Town Clerk prior to **2:00 PM on April 3, 2020**.

All work shall conform to the Rogers Road Culvert Replacement contract documents, the latest versions of Vermont Agency of Transportation Standard Specifications for Construction and the Town of Westford Standard Specifications for Construction.

The CONTRACTOR will be required to provide all traffic control, construction warning signs, and associated barricades and traffic cones. The CONTRACTOR shall be responsible to adhere to all the requirements of the current version of MUTCD.

The CONTRACTOR shall submit with his or her bid a signed copy of the Town's Hold Harmless Agreement, and the Bidders Qualification form. Copies of each are provided within this bid package.

The CONTRACTOR must provide satisfactory evidence of insurance prior to award, including but not limited to:

- Contractor's Liability Insurance and Workmen's Compensation in compliance with Vermont statutory limits.
- Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him 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, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Sub-Contractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 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 damages sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

Town of Westford, Vermont
Rogers Road Culvert Replacement

The scope of work shall include but not be limited to the following:

This section pertains to the measurement and payments for the work to be done under the respective items listed on the bid form.

Each unit or lump sum price stated on the Bid Form shall constitute full compensation as herein specified for each item of work completed in accordance with the Plans and Specifications.

Payment for any item of work, required by the Plans and Specifications, but not specifically listed as a separate item on the Bid Form shall be considered as included in the price stated for several items in the Proposal and will not be paid for as a separate item.

1. Mobilization - Lump Sum

The total lump sum shall not exceed 15 percent (15%) of the Project total amount. 100% of the item will be allowable on the first requisition.

2. New 14'3" x 8' 11" 10 gage Multi-Plate Culvert – Linear Feet

Payment shall be by the linear foot. Payment shall be full compensation for all of the labor, equipment, and materials required to install the pipe as shown on the plans and detailed in the specifications.

3. Culvert Fill Material - Type IV Stone Riprap – Lump Sum

Payment shall be by lump sum. Payment shall be full compensation for all of the labor, equipment, and materials required to install the Type IV riprap within the new culvert at an average depth of 3 feet as shown on the plans and detailed in the specifications.

4. Type IV Stone Riprap – Square Yard

Payment shall be by the square yard. Payment shall be full compensation for all of the labor, equipment, and materials required to install the Type IV riprap as shown on the plans and detailed in the specifications.

5. Rogers Road Construction – Square Yard

Payment shall be by the square yard. Payment shall be full compensation for all of the labor, equipment, and materials required to rebuild Rogers Road including road fabric, and subbase materials as shown on the plans and detailed in the specifications.

Town of Westford, Vermont
Rogers Road Culvert Replacement

6. Restoration of Surfaces – Lump Sum

Payment shall be by Lump Sum. Payment shall be full compensation for all of the labor, equipment, and materials required to restore the Site to pre-construction condition or better. The work shall include but not be limited to; grading, topsoiling, seed & mulch, and the restoration of grass surfaces.

Partial payments of the lump sum price stated in this item shall be made .in amounts up to 25% of the total, provided the CONTRACTOR furnished the OWNER evidence of work done and/or expenses incurred. Each month partial payment may include up to 25% of the amount of this item until a total of 85% of this item has been paid. The last 15% of the total amount shall be paid for in the final payment.

Unless otherwise specified herein, all work shall conform to the latest versions of the Town of Westford Public Works Specifications, and the Vermont Agency of Transportation Standard Specifications for Construction.

Payments to the CONTRACTOR will be made for the actual quantities of the contract unit price items performed and accepted in accordance with the Contract Documents by the Town of Westford Public Works Department. Upon completion of construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid, the contract unit prices shall prevail.

The payment of any Application for Payment or of any retained percentage shall not relieve the CONTRACTOR of his obligation to repair or replace any defective parts of the construction or to be responsible for all damage due to such defects during the construction period or the one-year guaranty period.

Payment for any Item of work required by the Contract Drawings and Specifications and/or normally required during the construction of the work herein specified, and not listed as a separate item in the Proposal shall be considered as included in the lump sum and/or unit prices and will not be paid for as a separate item.

For unit price items, the CONTRACTOR shall be paid for the actual amount of work accepted during the period of construction. After the work is completed and before final payment is made, a representative of the Town of Westford Public Works Department shall make final measurements to determine the quantities of the various items of work accepted as the basis for final payment. All units of measurement shall be applied to the individual items of work as specified and as interpreted by the Town of Westford Public Works Department.

For Lump Sum items, the CONTRACTOR shall be paid on the basis of actual work accepted until the work item is completed. Upon completion of the item, 100% of the lump sum price may be paid.

Town of Westford, Vermont
Rogers Road Culvert Replacement

At the end of each work-day, the CONTRACTORS authorized representative shall meet with a representative of the Town of Westford and determine the quantities of unit price and/or lump sum price work accomplished and/or completed during the work day.

The CONTRACTOR may prepare and sign an Application for Payment not less than every two weeks, and submit the original and three (3) copies for review by the Town of Westford Public Works office. These completed forms will provide the basis for payment to the CONTRACTOR.

When requested by the CONTRACTOR, and at the discretion of the OWNER, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into the work, which have not been used and which have been delivered to the construction site, and placed in storage area acceptable to the OWNER. The Application for Payment shall be accompanied by such data, satisfactory to the OWNER, that will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including insurance. Each subsequent Application for Payment shall include an affidavit of the CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full, all of the CONTRACTOR'S obligations reflected in prior Applications for Payment. The OWNER shall have the right to deduct from the next progress payment, an amount equal to payment for said material and/or equipment if reasonable and adequate proof is not submitted.

Materials and equipment, when so paid for by the OWNER, shall become the property of the OWNER and in the event of default on the part of the CONTRACTOR, the OWNER may use, or cause to be used, these materials and equipment in the construction of the work. The CONTRACTOR shall be responsible for any damage to, or loss of, these materials and equipment. The amount paid by the OWNER shall reduce the estimated amounts due the CONTRACTOR as the material is incorporated into the work.

No partial payment shall be made for fuels, supplies, lumber, false work, or other expendable or temporary materials, or temporary structures of any kind, which are not a permanent part of the Contract.

The payment for various unit and lump sum items listed below shall include all materials, labor, tools, equipment and incidental work necessary to complete the item in accordance with the plans and specifications whether or not the particular work is mentioned in the above paragraphs.

The quantities noted for the bid items are approximate only, being given as the basis for the comparison of bids. Unless specified otherwise here in, the Measurement and Payment for each Bid Item shall be based on the current edition of the State of

Town of Westford, Vermont
Rogers Road Culvert Replacement

Vermont Agency of Transportation Standard Specifications for Construction. The Board of Selectmen of the Town of Westford, (OWNER), reserves the right to increase or decrease the scope of work and unit quantities stated in the bid, as may be necessary; to reject any or all bids received; to waive any informalities in the bids or to accept any bids should the Board of Selectmen deem it in the best interests of the Town.

[This Page Intentionally Left Blank]

Town of Westford, Vermont
Rogers Road Culvert Replacement

BID FORM

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENT for the following unit prices:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
1.	Mobilization (Max 15% of Total Bid) UNIT PRICE (written)	1 LS	\$ _____ _____	\$ _____ _____
2.	New 14'3" x 8' 11" Multi-Plate Culvert Pipe UNIT PRICE (written)	28 LF	\$ _____ _____	\$ _____ _____
3.	Culvert Fill Material Type IV Stone Riprap UNIT PRICE (written)	1 LS	\$ _____ _____	\$ _____ _____
4.	Type IV Stone Riprap UNIT PRICE (written)	95 SY	\$ _____ _____	\$ _____ _____
5.	Rogers Road Construction UNIT PRICE (written)	295 SY	\$ _____ _____	\$ _____ _____
10.	Restoration UNIT PRICE (written)	1 LS	\$ _____ _____	\$ _____ _____

Total Project Amount \$ _____

Total Project Amount (Written) \$ _____

Town of Westford, Vermont
Rogers Road Culvert Replacement

The Bidder acknowledges receipt of the following Addendum:

All unit prices above shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work called for on the contract drawings and specifications. We hereby certify that we did not enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding. The Total Base Bid will determine the low bid.

The above proposal is hereby respectfully submitted by:

Contractor

By

Title

Business Address

City

State

Zip Code

Date

(Seal – if bid is by corporation)

Attest

HOLD HARMLESS AGREEMENT

The Contractor shall and does hereby agree to indemnify, save harmless and defend the Town from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property caused by the Contractor, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character in any way attributable to or asserted against the Town, or the Town and the Contractor, or which the Town may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Town and/or the sole negligence of the Town's agents, servants or employees, then and only then, the Contractor shall not be liable under the provisions of this paragraph.

Authorized Representative of Firm

Town of Westford, Vermont
Rogers Road Culvert Replacement

[This Page Intentionally Left Blank]

CERTIFICATION OF BIDDERS QUALIFICATIONS
AND USE OF SUBCONTRACTED SERVICES

The data must be included in and made part of the submittal bid documents. Failure to comply may be regarded as justification for rejecting the Bidders proposal. The Bidder may add additional pages as necessary.

The names and residences of all person and parties interested in their proposal as principals are as follows: (Note: Give the first and last names in full. If a corporation, give names of all officers and directors. If a partnership, give name of all partners).

The undersigned agrees that all work to be performed by sub-contractors and the approximate amount to be paid the sub-contractors, is as listed bellow. All sub-contractors must be listed an all sub-contractors must be approved by the Town of Westford.

Description of Sub-contract	Name and Address of Sub-Contract	Approximate Amount of Sub-Contract
-----------------------------	----------------------------------	------------------------------------

The Undersigned submits the following information to enable the Town of Westford to judge his or her experience and ability to perform the proposed work.

1. Name(s) of resident supervisor(s) who will be assigned to this Project. State any of their special qualifications.

Town of Westford, Vermont
Rogers Road Culvert Replacement

2. How many years has your organization been in business under the name in which you propose to execute this Contract? _____

3. What projects has your present organization completed of character similar to the proposed? (Give the information indicated by the following tabulation).

Name/Address of Owner for Whom Work Was Done	Work Done as Contractor or Sub-Contractor	Description of Work	Approx. Amount of Contract	Approx. Date Work Completed
--	---	---------------------	----------------------------	-----------------------------

4. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

CERTIFICATION IS SUBMITTED BY:

Name of Contractor

Date

Authorized Signature

Title

Business Address:

Town of Westford, Vermont
Rogers Road Culvert Replacement

CONTRACT FORMS

Description	Page No.
Notice of Award.....	17
Agreement	19
Notice to Proceed.....	23
Change Order	25
Certificate of Substantial Completion.....	27
Certificate of Final Completion	29

[This Page Intentionally Left Blank]

Town of Westford, Vermont
Rogers Road Culvert Replacement

NOTICE OF AWARD

To: _____

Project Description: _____

The Town of Westford has considered the BID submitted by you for the above described WORK in response to it Advertisement for Bids dated _____, 20 _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____. You are required by the Information to Bidders to execute the Agreement and furnish the required documents and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

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

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Town of Westford.

Dated this _____ day of _____, 20 _____.

TOWN OF WESTFORD, VERMONT

By: _____

Title: _____
Authorized Representative

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Contractor: _____

this the _____ day of _____, 20 _____.

By: _____

Title: _____

[This Page Intentionally Left Blank]

**TOWN OF WESTFORD
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between the Town of Westford, Vermont, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called the "Contractor".

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

1. The CONTRACTOR will commence and complete the construction of
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR acknowledges that the date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the CONTRACTOR further agrees to pay as liquidated damages, the sum of \$ _____ for each consecutive calendar day that the CONTRACTOR shall be in default after the time specified in the Agreement.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.
5. The term CONTRACT DOCUMENT@ means and includes the following:
 - a. Advertisement for Bids
 - b. Invitation to Bidders
 - c. Bid
 - d. Bid bond (_____ waived; _____ not waived)
 - e. Agreement
 - f. General conditions (if applicable)
 - g. Payment bond (_____ waived; _____ not waived)
 - h. Performance bond (_____ waived; _____ not waived)
 - i. Notice of award
 - j. Notice to proceed
 - k. Change order
 - l. Drawings prepared by O'Leary-Burke Civil Associates numbered 1 through 7 and dated 8/15/13
 - m. Addenda:
 - No. _____, dated _____, 20
 - No. _____, dated _____, 20
 - n. Certificate of Bidders Qualification and Use of Subcontracted Services
 - o. Hold Harmless Agreement

Town of Westford, Vermont
Rogers Road Culvert Replacement

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as agreed at the Pre-Construction Meeting, such amounts as required by CONTRACT DOCUMENTS. Retention of progress payments may be made by the OWNER for work not satisfactorily completed.
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 (_____) each of which shall be deemed an original on the date first above written.

Town of Westford, Vermont
Rogers Road Culvert Replacement

OWNER:

By: _____

Name: _____
(Please Type)

Title: _____

(SEAL) If Applicable

ATTEST:

By: _____

Name: _____
(Please Type)

Title: _____

Contractor:

By: _____

Name: _____
(Please Type)

Address: _____

(SEAL) If Applicable

ATTEST:

By: _____

Name: _____
(Please Type)

Title: _____

[This Page Intentionally Left Blank]

Town of Westford, Vermont
Rogers Road Culvert Replacement

NOTICE TO PROCEED

To: _____ Date: _____
_____ Project: _____

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

THE TOWN OF WESTFORD

this the _____ day
of _____, 20____
By: _____
(Authorized Representative)
Title: _____

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by:

this the _____ day
of _____, 20____
By: _____
Title: _____

Town of Westford, Vermont
Rogers Road Culvert Replacement

[This Page Intentionally Left Blank]

Town of Westford, Vermont
Rogers Road Culvert Replacement

CHANGE ORDER No. _____

Project No.: _____ Date: _____
Contract No.: _____ Agreement Date: _____
Contract Title: _____ Original Price: \$ _____
Owner: _____
Contractor: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION:

Justification:

PRICE:

Current Contract Price per most recent C.O. *1 : \$ _____
This C.O. will (not change/increase/decrease) the Contract Price by: \$ _____
The new Contract Price including this C.O. is: \$ _____

TIME:

Current Contract Calendar Days as per most recent C.O.: _____ Days
This C.O. will (not change/increase/decrease) the
Contract Calendar Days by: _____ Days
The new Contract Calendar Days including the C.O. is: _____ Days
The attached Contractor=s Revised Project Schedule reflects
increases or decreases in Contract Time as authorized by this
C.O.

***1 - - C.O. means Change Order**

REQUESTED BY: _____
(Contractor, Owner, Engineer, State, Federal Government)

SIGNATURES/APPROVALS:

Recommended By: _____
(Engineer)
Accepted By: _____
(Contractor)
Ordered By: _____
(Owner)

[This Page Intentionally Left Blank]

CERTIFICATE OF SUBSTANTIAL COMPLETION

Town of Westford, Vermont
Rogers Road Culvert Replacement

Owner's Project No. _____ Engineer's Project No. _____

Project _____

Contractor _____ Contract Date _____

Contract For _____

Project or Specified Part Shall Include _____

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended.

To: _____
(Owner)

And To: _____
(Contractor)

The WORK performed under this CONTRACT has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ENGINEER, and the Project or Specified Part of the Project is hereby declared to be Substantially Completed as of the following date:

Date of Substantial Completion: _____

If a tentative list of items to be completed or corrected is appended hereto, the failure to include an item on it does not alter the responsibility of the CONTRACTOR to complete all the WORK in accordance with the CONTRACT DOCUMENTS and CONTRACT TIME.

Certificate of Substantial
Completion Page 1 of 2
(12/2004) RF
CS1-42

Town of Westford, Vermont
Rogers Road Culvert Replacement

Recommended By:

_____ ENGINEER	_____ AUTHORIZED REPRESENTATIVE	_____ DATE
-------------------	------------------------------------	---------------

Approved By:

_____ OWNER	_____ AUTHORIZED REPRESENTATIVE	_____ DATE
----------------	------------------------------------	---------------

The Contractor accepts the above Certificate of Substantial Completion.

_____ CONTRACTOR	_____ AUTHORIZED REPRESENTATIVE	_____ DATE
---------------------	------------------------------------	---------------

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:

ATTACHMENTS:

- 1) Punch List Dated: _____

CERTIFICATE OF FINAL COMPLETION OF WORK

CONTRACT NO. _____ AGREEMENT DATE: _____

CONTRACT DESCRIPTION: _____

COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS: _____

FINAL CERTIFICATION ON CONTRACTOR

I hereby certify that the WORK as identified in the Final Estimate of Payment for construction CONTRACT WORK dated _____, represents full compensation for the actual value of WORK completed. All WORK completed conforms to the terms of the AGREEMENT and authorized changes.

DATE

CONTRACTOR: _____
Signature _____
Title _____

FINAL CERTIFICATION OF ENGINEER

I have reviewed the CONTRACTOR'S Final Payment Request dated _____, and hereby certify that to the best of my knowledge, the cost of the WORK identified on the Final Estimate represents full compensation for the actual value of WORK completed and that the WORK has been completed in accordance with the terms of the AGREEMENT and authorized changes.

DATE

ENGINEER _____
Signature _____
Title _____

FINAL ACCEPTANCE OF OWNER

I, as representative of the OWNER, accept the above Final Certifications and authorize Final Payment in the amount of \$ _____, and direct the CONTRACTOR'S attention to the GENERAL CONDITION #20. The guaranty for all WORK completed subsequent to the date of SUBSTANTIAL COMPLETION, expires one (1) year from the date of this Final Acceptance.

OWNER

Authorized Representative

DATE

[This Page Intentionally Left Blank]

Town of Westford, Vermont
Rogers Road Culvert Replacement

GENERAL CONDITIONS

1	Definitions	16	Correction of Work
2	Additional Instructions & Detail Drawings	17	Subsurface Conditions
3	Schedules, Reports and Records	18	Suspension of Work, Termination & Delay
4	Drawings and Specifications	19	Payments to Contractor
5	Shop Drawings	20	Acceptance of Final Payment as Release
6	Materials, Services and Facilities	21	Insurance
7	Inspection and Testing	22	Contract Security
8	Substitutions	23	Assignments
9	Patents	24	Indemnification
10	Surveys, Permits, Regulations	25	Separate Contracts
11	Protection of Work, Property, Persons	26	Subcontracting
12	Supervision by Contractor	27	Engineer's Authority
13	Changes in the Work	28	Land and Rights-of-Way
14	Changes in Contract Price	29	Guaranty
15	Time for Completion & Liquidated Damages	30	Taxes

[This Page Intentionally Left Blank]

Town of Westford, Vermont
Rogers Road Culvert Replacement

1. DEFINITIONS

Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which 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 security, furnished by the CONTRACTOR and his 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 Advertisement For Bids, 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 part 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.
- 1.12 ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order effecting 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.

Town of Westford, Vermont
Rogers Road Culvert Replacement

- 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 to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or 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 the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date as 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 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,

Town of Westford, Vermont
Rogers Road Culvert Replacement

when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction 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.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, 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 he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and 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.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or and 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

Town of Westford, Vermont
Rogers Road Culvert Replacement

the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWINGS and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 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, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 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.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 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.

7. INSPECTION AND TESTING

Town of Westford, Vermont
Rogers Road Culvert Replacement

- 7.1 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
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS
- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or 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.
- 7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENT
- 7.6 The ENGINEER and his 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 of 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
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7.8 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 questions, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.
- 8. SUBSTITUTIONS**
8. I Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog number, 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,

Town of Westford, Vermont
Rogers Road Culvert Replacement

or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog 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.

9. PATENTS

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He 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 the 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, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal 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 pile locations and other working points, lines, elevations and cut sheets.
- 10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for 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. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

Town of Westford, Vermont
Rogers Road Culvert Replacement

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and 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 not designated for removal, relocation or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He 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 in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or 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.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of 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.

12. SUPERVISION BY CONTRACTOR

- 12.1 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.

13. CHANGES IN THE WORK

- 13.1 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

Town of Westford, Vermont
Rogers Road Culvert Replacement

for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

- 13.2 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 him to a change in CONTRACT PRICE or TIME, or both, in which event he 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.

14. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by 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 previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 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.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure final 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.
- 15.3 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.
- 15.4 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

Town of Westford, Vermont
Rogers Road Culvert Replacement

CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER;

15.4.2 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

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1. and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 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 re-execute 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.

16.2 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.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 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.

17.2 The OWNER shall promptly investigate the conditions, and if he finds 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 he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

Town of Westford, Vermont
Rogers Road Culvert Replacement

18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume the 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.
- 18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he 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 his 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 he 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, 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.
- 18.3 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.
- 18.4 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.
- 18.5 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 after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially

Town of Westford, Vermont
Rogers Road Culvert Replacement

- the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of this approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the 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 the ENGINEER stop the WORK until he has been 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.
- 18.6 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.

19. PAYMENTS TO CONTRACTOR

- 19.1 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. 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 supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of the presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce Retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

Town of Westford, Vermont
Rogers Road Culvert Replacement

- 19.2 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.
- 19.3 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.
- 19.4 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 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.
- 19.5 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 by him 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.
- 19.6 The CONTRACTOR will identify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material-men, and furnishers of machinery and parts thereof, equipment, . tools, and 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 reasonably 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, his 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.
- 19.7 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.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 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

Town of Westford, Vermont
Rogers Road Culvert Replacement

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 his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND or Payment BONDS.

21. INSURANCE

- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him 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 himself or by 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:
- 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death or his employees;
 - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 - 21.1.4 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
 - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- 21.2 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
- 21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:
- 21.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him 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, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by anyone person in anyone accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more person in

Town of Westford, Vermont
Rogers Road Culvert Replacement

anyone accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by anyone person in anyone accident, and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in anyone accident.

- 21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS 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.
- 21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provision of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his 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 his employees not otherwise protected.
- 21.5 The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable

Town of Westford, Vermont
Rogers Road Culvert Replacement

BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

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

24. INDEMNIFICATION

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

- 24.2 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 the may be liable, the indemnification obligation shall not be limited in any way by any limitation 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.

- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRA WINGS, opinions, reports, surveys, CHANGE ORDERS, design or SPECIFICATIONS.

25. SEPARATE CONTRACTS

- 25.1 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 his 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.

- 25.2 The OWNER may perform additional WORK related to the PROJECT by himself or he may let other CONTRACTS containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such CONTRACTS (for the

Town of Westford, Vermont
Rogers Road Culvert Replacement

OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Section 14 and 15.

26. SUBCONTRACTING

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons wither directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENT.
- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENT&
- 27.2 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.

Town of Westford, Vermont
Rogers Road Culvert Replacement

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 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.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his 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.

29. GUARANTY

29.1 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 or FINAL COMPLETION OF THE PROJECT or specified part, as appropriate. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION or FINAL COMPLETION OF THE PROJECT or specified part, as appropriate, that the completed project 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 project 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, or other WORK that may be made 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.

30. TAXES

30.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

CONTRACT SPECIFICATIONS

All work shall conform to the latest versions of Vermont Agency of Transportation Standard Specifications for Construction.

SUPPLEMENTAL SPECIFICATIONS

DIG SAFE

The Contractor shall comply with all regulations and laws concerning excavation, demolition and use of explosives in any public way, any public utility company right of way or easement, or privately owned land under which any public utility company maintains facilities.

"Dig-Safe" is the name of the Utility Underground Plant Damage Prevention Authority. The telephone number is 1-888-344-7233. The Contractor must notify "Dig-Safe," in writing, of contemplated excavation, demolition, and use of explosives in public or private ways, and in any utility company right of way or easement.

This notification shall be made at least seventy-two (72) hours prior to the work, but not more than thirty (30) days before the contemplated work. Such notice shall set forth the name of the street or the route number of said way and an accurate description of the location and nature of the proposed work.

"Dig-Safe" is required to respond to the notice within seventy-two (72) hours from the time said notice is received, by designating at the locus the location of pipes, mains, wires or conduits. The Contractor shall not commence work until "Dig-Safe" has responded as noted above. The work shall then be performed in such a manner, and with reasonable precautions taken to avoid damage to utilities under the surface in said areas of work.

EXISTING UTILITIES

The utility locations on the Contract Plans are approximate only, and obtained from existing Record Drawings and field surveys. The location of the natural gas lines, underground power, underground cable, and underground communications are approximate only, and based off of existing record drawings only.

MAINTENANCE OF TRAFFIC

All construction activities shall be performed in accordance with all portions of sections 104.04 and 107 of the current edition of the Vermont Agency of Transportation Standard Specifications for Construction.

CONSTRUCTION SIGNING

The Contractor shall erect and maintain adequate construction signing for protection of the public in accordance with sections 104.04, 107.07, 107.08, and 107.09 of the Vermont Agency of Transportation Standard Specifications for Construction.

TEMPORARY BARRICADES

The Contractor shall provide and maintain temporary barricades in all locations where any hazard to the public may occur or as directed by the Town to protect public safety as described in portions of section 107 of the Vermont Agency of Transportation Standard Specifications for Construction.

EMERGENCY WORK

Prior to the start of construction, the Contractor shall submit a list of personnel authorized and capable to operate all necessary equipment, to be contacted on call, complete with telephone numbers and addresses, should any emergency work be required within the project limits during non-working hours. If the Contractor is not available to perform the required repairs, the Town shall perform the required work and reduce the Contract value by a like amount plus fifteen percent (15%) administrative costs and all related expense.

[This Page Intentionally Left Blank]