

**CONTRACT DOCUMENTS
FOR
EAST HARTFORD PUBLIC WORKS
DEPARTMENT
FIREHOUSE NO. 2
PARKING LOT REHABILITATION
PROJECT
LOCATED AT 1692 MAIN STREET (RTE. 5)
BID NO. 14-21**



**TOWN OF EAST HARTFORD
PUBLIC WORKS DEPARTMENT
61 ECOLOGY DRIVE
EAST HARTFORD, CT 06108**

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**INVITATION TO BID
FOR
FIREHOUSE NO. 2 PARKING LOT REHABILITATION PROJECT
LOCATED AT 1692 MAIN STREET (RTE. 5)**

BID NO. 14-21

Work under this contract is for the rehabilitation of the existing bituminous concrete driveways and parking lot located at 1692 Main Street (Rte. 5) in the Town of East Hartford. It also includes other appurtenant work such as storm drainage replacement, installation of a 1000 gallon oil/water separator servicing the existing floor drains located on the first floor, Interior plumbing required for connection to the proposed oil/water separator, replacement of existing sidewalks and concrete driveway aprons, installation of a dumpster pad and enclosure, turf restoration and maintenance and protection of traffic.

Sealed Bids will be received at the office of the Purchasing Department, Town Hall, 740 Main Street, East Hartford, CT 06108 for the project **"FIREHOUSE NO. 2 - PARKING LOT REHABILITATION PROJECT"** until **11:00 A.M. on WEDNESDAY, APRIL 2, 2014** at which time and place said bids will be opened publicly and read aloud. Bids may be hand delivered to the above address or mailed (USPS, UPS, FedEx) to the Purchasing Dept, Town of East Hartford, Town Hall, 740 Main Street, East Hartford, CT 06108.

Drawings and Specifications will be available for review at the office of the Purchasing Agent, East Hartford Town Hall, 740 Main Street, East Hartford, CT. (Between the hours of 8:30 am to 4:30 pm, Monday through Friday) and on the Town of East Hartford's Purchasing Website:
http://easthartfordct.gov/public_documents/easthartfordct_purchasing/index

Bid security in the form of a bid bond, payable to the Town of East Hartford, is required in the sum of 5 percent (5%) of the total bid. Bid security shall be subject to the conditions set forth in the Standard Instructions to Bidders. A 100% Performance Bond will be required of the awarded bidder.

No bidder may withdraw his bid for a period of sixty (60) days after the date of bid opening.

The Town reserves the right to waive any informalities or to reject any or all bids, should it be deemed to be in the public interest to do so, and to reserve any and/or all other rights as detailed in the Contract Documents.

The Town of East Hartford is an equal opportunity employer. Contractor must comply with all Federal, State and Local requirements under this contract.

All bidders are requested to note that the award of this Contract is subject to the following conditions and contingencies:

1. The approval of such governmental agencies as may be required by law.
2. The appropriation of adequate funds by the proper agencies.

Michelle Enman
Purchasing Agent
860-291-7270



TOWN OF EAST HARTFORD, CONNECTICUT

STANDARD INSTRUCTIONS FOR BIDDERS

1. Sealed bid proposals will be received by the purchasing agent until the date and time on the title sheet. **Bids received later than the date and time specified will not be considered and will be returned unopened. Prices cannot be changed or altered after the bid opening.**
2. Bids are to be returned in the Town provided pink envelope or bid number shall be prominently indicated on any other mailing envelope. The name and address of the bidder should appear in the upper left hand corner of the envelope. **Bids will not be accepted via fax or e-mail.**
3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or be represented at all openings. Bid results are mailed to all responding bidders.
4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent an awarded bid when such action is in its best interest.
6. Bidders should familiarize themselves with the items and/or conditions set forth in the bid specifications. Failure by the bidder to inform himself will not be accepted as an excuse from fulfillment of the bid specifications.
7. All vendors doing business with the Town certify upon acceptance of a bid by virtue of their signature on that bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures. Vendor agrees to cooperate fully should the Town choose to audit this compliance.
8. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after a bid award if not part of the original bid terms.
9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding at time of bid opening.
10. The purchasing department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to, price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.

**TOWN OF EAST HARTFORD,
CONNECTICUT
STANDARD INSTRUCTIONS (cont.)**

11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect “see literature” will not be acceptable.
12. Any manufacturers’ names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.
13. The Town’s competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder’s financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
16. Alternate proposals will not be considered unless specifically called for in the bid.
17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.
20. The Town will not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest is delinquent in tax obligations to the Town. **The purchasing department will verify that no delinquent taxes are owed before any bid is awarded.**

MUST BE SUBMITTED ON CORPORATE LETTERHEAD WITH YOUR BID,

IF A CORPORATION ONLY- DO NOT SEND IF A LLC

CORPORATE RESOLUTION

I _____, Secretary of _____
(name of Corporation's Secretary) (legal name of Corporation)
a Corporation duly organized and operating under the laws of _____ DO
STATE
HEREBY CERTIFY that the following is a true, correct and accurate copy of a
Resolution duly adopted at a meeting of the Board of Directors of such
Corporation, duly convened and held on _____, at which meeting
(date)
a duly constituted quorum of the Board of Directors was present and voted in
favor of such Resolution. I further CERTIFY that such Resolution has not been
modified, rescinded or revoked since the date on which it was enacted, and it is
at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one of them:

—

_____,
(Name and title of Officer or Officers)

is empowered to execute and deliver in the name and on behalf of this
Corporation contracts, bids and other documents to the Town of East Hartford, Connecticut, and are
further authorized to affix the Corporate Seal to such documents and to bind the Corporation to such
contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his signature and the Corporate
Seal of the Corporation, this _____ day of _____.
(month and year)

(Affix Corporate Seal Below)

(Typed name of Corporation's Secretary)

SIGNATURE OF SECRETARY



TOWN OF EAST HARTFORD,
CONNECTICUT

**INSTRUCTIONS FOR CONSTRUCTION AND/OR LABOR
SERVICE BIDS**

1. A Certificate of Insurance naming the Town as an additional insured will be required of the **awarded bidder**. The insurance indemnification clause is contained with the bid specifications.

LINE CHECKED RELATES TO THIS PROJECT:

XX This is a **prevailing wage bid** and the wage rates are included within the Bid Specifications.

 This **is not** a prevailing wage bid.

2. In accordance with state law, each contract for the construction, remodeling or repair of any public building or public works or improvements shall contain the following provision when the cost of construction, remodeling or repair exceeds the limits as provided in Connecticut General Statutes 31-53; “the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection (h) of Section 31-53 for the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of East Hartford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as parts of his wages the amount of payment or contribution for his classification on each pay day”.

LINE CHECKED RELATED TO THIS PROJECT:

XX **This is a required bonded project**

 No bonds or any other form of guarantee will be required for this bid project.

3. **(IF REQUIRED):** A Bid Bond must be submitted with the bid and may be in the form of certified check or cashier’s check **payable to “The Town of East Hartford” or a bond of a surety company authorized to transact business in the State of Connecticut**. No checks will be returned until the bid is awarded. If you are the awarded bidder, your check will be held until it is replaced with another Guarantee of Performance. **Bid Bond shall be 5% (five percent) of total bid price.**

A Guarantee of Performance will be required of the awarded bidder and may be in the form of a certified check or cashier’s check payable to “The Town of East Hartford” or a bond of a surety company authorized to transact business in the State of Connecticut. Checks will be retained by the Town for period of time after final acceptance and payment as determined by the complexity of the project. **Performance Bond shall be 100% (one hundred percent) of awarded bid price.**

4. Before starting any work awarded bidders are responsible for obtaining permits as required by Federal, State, MDC, Utilities and/or Town regulations. Any applicable fees shall be included in the total bid price. Town of East Hartford permits will be issued at no charge.
5. The bidder shall abide by all OSHA, Federal, State and local laws, ordinances and regulation, which any manner affect those engaged or employed on the work, or the materials or equipment used in the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance.

If bidder shall discover any provisions in the drawings, specifications or contract, which are in conflict with any such law, by-law or ordinance or regulation, he shall report it to the Town in writing with the bid proposal.

6. Throughout the work period, the contractor shall maintain the work site in a generally accepted standard of cleanliness, free from accumulation of waste materials or rubbish caused by his operations and shall take prompt action to correct any hazardous conditions reported.
7. It is the responsibility of each bidder before submitting a bid, to familiarize themselves with the specifications and conditions that may affect cost, progress, performance or completion of the project.
8. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with generally accepted industry standards.
9. Unless otherwise specified, the contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, fuel, appliances, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.
10. 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.

The Contractor shall not award any work to any subcontractor without prior written approval of the Town, which approval will not be given until the Contractor submits to the Town a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Town may require.

The Contractor shall be as fully responsible to the Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.

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 General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontract that the Town may exercise over the Contractor under any provision of the Contract documents.

Nothing contained in this bid shall create any contractual relation between any subcontractor and the Town.

11. The Contractor shall not assign the whole or any part of this contract or any moneys due or to become without written consent of the Town, which in its sole discretion may be denied. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and or any moneys due or to become due to the contractor shall be subject to prior claims of all person, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.
12. The submission of a bid offer will constitute an incontrovertible representation by the bidder that he/she has complied with every requirement of the specifications and that the bid documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance of the work.



A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE AWARDED BIDDER

INSURANCE INDEMNIFICATION CLAUSE

The Town of East Hartford, CT is to be named as an "***additional insured***" and the nature of the project is to be stated on the certificate.

INDEMNIFICATION

Contractor agrees to indemnify and hold the Town of East Hartford harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of contractors or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the contractor agrees to indemnify and hold harmless the Town of East Hartford against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford agrees to resist and defend such action proceeding, unless contractor causes the same to be discharged and satisfied.

INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The **CONTRACTOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONTRACTOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford.

The insurer shall provide the Town of East Hartford with **Certificates of Insurance signed by an authorized representative of the insurance CONTRACTOR(ies)** prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **CONTRACTOR'S** responsibility under this contracts.

The **CONTRACTOR** at the **CONTRACTOR'S** own cost and expense, shall procure and maintain all insurance required and shall name the Town of East Hartford as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage's.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **CONTRACTOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

2) Commercial General Liability Insurance

The **CONTRACTOR** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit **\$1,000,000** is required. The Aggregate Limit will be not less than **\$2,000,000**. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

The **CONTRACTOR** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of **\$1,000,000** is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. OTHERS: PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, ET AL.

Shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all professional services contracts only.

The Town reserves the right to amend amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The **CONTRACTOR** shall require the same insurance that it is required to carry by the Town of East Hartford to be carried by any subcontractors and independent contractors hired by the **CONTRACTOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **CONTRACTOR** shall require that the Town of East Hartford be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **CONTRACTOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

BID FORMS

All of the following documents contained within this section must be completed by the prospective bidder and returned with the bid.

- Corporate Resolution – If Corporation (Page BR-5)
- Form of General Bid (Page BR-12)
- Bid Proposal Sheets (Pages BR-13 to BR-16)
- Qualifications of Bidder Form (Pages BR-17 to BR-21)
- Bid Bond (To be supplied by Bidder)

FORM OF GENERAL BID

BID NO. 14-21

Town of East Hartford
Purchasing Agent
740 Main Street
East Hartford, CT 06108

Attn. Michelle Enman - Purchasing Agent

Having carefully examined the Invitation to Bid, Instructions for Construction and/or Labor Service bids, Insurance and Indemnification Requirements, Form of General Bid, General Conditions, Special Provisions, Technical Specifications, Appendices, Contract Drawings and Exhibits for the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the Work "**FIREHOUSE NO. 2 PARKING LOT REHABILITATION PROJECT LOCATED AT 1692 MAIN STREET (RTE. 5)**", as well as having carefully examined the site and having satisfied himself as to conditions affecting the proposed Work and all Addenda issued by the Town, mailed to the undersigned by certified mail prior to the date of opening of Bids, the undersigned proposes to complete all Work on the Contract Drawings and as described in the Contract Specifications, for the lump sum and unit prices for the Work, in place, for the following items and quantities.

Bidder acknowledges receipt of the following addenda:

No. _____, dated _____, 20__

**TOWN OF EAST HARTFORD BID PROPOSAL SHEET
EAST HARTFORD PUBLIC WORKS DEPARTMENT
FIREHOUSE NO. 2
PARKING LOT REHABILITATION PROJECT
LOCATED AT 1692 MAIN STREET (RTE. 5)**

BID NO. 14-21

Item #	Description	Estimated Quantity	Unit Price	Amount
201001A	CLEARING AND GRUBBING	L.S.	_____	_____
202002	EARTH EXCAVATION (0 TO 499 C.Y.)	230 C.Y.	_____	_____
202529A	CUT BITUMINOUS CONCRETE PAVEMENT	90 L.F.	_____	_____
205001A	TRENCH EXCAVATION (0'-4' DEEP)	60 C.Y.	_____	_____
205002	ROCK IN TRENCH EXCAVATION (0'-4' DEEP)	20 C.Y.	_____	_____
209001	FORMATION OF SUBGRADE	810 S.Y.	_____	_____
210040A	OIL/WATER SEPARATOR 1000 GALLON	L.S.	_____	_____
212001A	SUBBASE	60 C.Y.	_____	_____
219003	SEDIMENTATION CONTROL FILTER FABRIC FENCE SYSTEM	370 L.F.	_____	_____
219011A	SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN	2 EA.	_____	_____
304002	PROCESS AGGREGATE BASE	160 C.Y.	_____	_____
404202A	FULL DEPTH PATCH REPAIR	30 S.Y.	_____	_____
406010-2	BITUMINOUS CONCRETE CLASS 2	155 TON	_____	_____

TOWN OF EAST HARTFORD BID PROPOSAL SHEET

**EAST HARTFORD PUBLIC WORKS DEPARTMENT
FIREHOUSE NO. 2
PARKING LOT REHABILITATION PROJECT
LOCATED AT 1692 MAIN STREET (RTE. 5)**

BID NO. 14-21

Item #	Description	Estimated Quantity	Unit Price	Amount
406236	MATERIAL FOR TACK COAT	40 GAL.	_____	_____
507201	TYPE "CL" CATCH BASIN	2 EA.	_____	_____
507601	MANHOLE-STORM	1 EA.	_____	_____
601365A	CONCRETE DUMPSTER PAD AND ENCLOSURE	1 EA.	_____	_____
651001A	BEDDING MATERIAL	8 C.Y.	_____	_____
651717A	6" DUCTILE IRON PIPE	60 L.F.	_____	_____
651722A	8" DUCTILE IRON PIPE	60 L.F.	_____	_____
651744A	4" PVC PIPE-SCHEDULE 26	40 L.F.	_____	_____
815002A	BITUMINOUS CONCRETE LIP CURBING	300 L.F.	_____	_____
905017A	RESET STOCKADE FENCE	18 L.F.	_____	_____
921002A	CONCRETE SIDEWALK-8"	300 S.F.	_____	_____
924004A	CONCRETE DRIVEWAY RAMP	220 S.Y.	_____	_____
944001A	FURNISH AND PLACING OF TOPSOIL	390 S.Y.	_____	_____

TOWN OF EAST HARTFORD BID PROPOSAL SHEET

**EAST HARTFORD PUBLIC WORKS DEPARTMENT
FIREHOUSE NO. 2
PARKING LOT REHABILITATION PROJECT
LOCATED AT 1692 MAIN STREET (RTE. 5)**

BID NO. 14-21

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
950005A	TURF ESTABLISHMENT	390 S.Y.	_____	_____
970006A	TRAFFICPERSON (TOWN POLICE OFFICER)	EST.	<u>\$9,600.00</u>	_____
971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	L.S.	_____	_____
975002	MOBILIZATION	L.S.	_____	_____
980001	CONSTRUCTION STAKING	L.S.	_____	_____
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	170 L.F.	_____	_____
1409503A	PLUMBING- INTERIOR OF BUILDING	L.S.	_____	_____
	MISCELLANEOUS EXTRA WORK	1 EST	<u>\$1000.00</u>	<u>\$1000.00</u>
TOTAL OF ALL BID ITEMS:				_____

- A. The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the Owner reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.
- B. Bid prices shall not include any sales, excise or other taxes for which the Owner is not liable. Town of East Hartford is the awarding authority. The bid award is anticipated **MAY, 2014**. The Bidder agrees to hold the above pricing for sixty (60) days.
- C. The Bid security in the sum of: **5% OF TOTAL BID** is to become the property of the Town in the event the above forms are not executed within the time set forth above, as liquidated damages, and not as a penalty for the delay and additional expense to the Town caused thereby

D. The Bidder hereby agrees to commence Work under this Contract within ten (10) days of written Notice to Proceed from the Town, and to complete all work within **SIXTY (60) CALENDAR DAYS** thereafter. The Bidder further agrees to pay as liquidated damages, the sum of **FIVE HUNDRED DOLLARS (\$500.00)** for each consecutive calendar day beyond the date of completion. Liquidated damages are not intended as a penalty but rather shall be construed as a best estimate of his Bid and Contract Documents.

Respectfully Submitted By:

(Signature) _____

Name (Please Print): _____

Title: _____

Company: _____

Business Address: _____

Business Phone: _____ () _____

Business Fax: _____ () _____

Email Address: _____

QUALIFICATIONS OF BIDDER

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the Contract Documents, including Plans and Specifications. PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Project Name **FIREHOUSE NO. 2 PARKING LOT REHABILITATION PROJECT**

Bidder's Name _____

Bidder's Address _____

When Organized _____

1. How many years has Bidder been engaged in the contracting business under present firm name?

1a. Former firm names (if applicable). List previous names.

2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows (attach supplementary list if necessary):

3. The Bidder is requested to state in Table 1 (see following page) a minimum of three (3) projects of similar nature to the project described herein, that the Bidder has completed, with name, address, and telephone number of a reference for each project.

TABLE 1

PROJECT 1. Title 2. Description (i.e. square feet of sidewalk)	SPECIALTY WORK	PROJECT DURATION		PROJECT COST (BID)	PROJECT COST (FINAL)	NAME, ADDRESS & TELEPHONE NO. 1. Owner 2. Project Engineer/Architect 3. Project Reference
		FROM	To			

4. List projects presently under contract by the Bidder, dollar volume of the contract, percent and estimated time of completion:

5. Has the Bidder ever failed to complete work awarded; and if so, state where and why:

6. If the Bidder has worked under the direction of a Consulting Engineer, list recent projects with name, address and telephone number of the Consultant:

Does the Bidder plan to sublet any part of this work; and if so, give details: including name, address, phone number, contact person and list of references for each subcontractor.

8. List equipment the Bidder owns that is available for this project:

9. List equipment the Bidder plans to rent or purchase for this project:

10. List name, address, and telephone number for the following:

Surety _____

Bank: _____

Major Material Supplier: _____

11. List Key Personnel to be employed for this roject: _____

Remarks: _____

Respectfully Submitted:

By: _____

The above statement must be subscribed and sworn to before a Notary Public.

By _____

Date _____

State of _____)

) ss _____, A.D. 2014

County of _____)

Personally appeared before me _____ who subscribed to and made oath to the truth of the foregoing statement.

Notary Public

CONTRACT AWARD FORMS

Upon receipt of bid acceptance, all of the following documents contained within this section must be completed by the awarded bidder and returned within ten (10) calendar days. Failure to complete and return any of the documents will be cause for forfeiture of the bid security.

- Contract (Page BR-23 to BR-27)
- Certificate of Insurance (To be provided by Contractor)
- Performance Bond (Pages BR-28) if applicable
- Proposed Construction Schedule (Page BR-30 to BR-31)
- Anticipated Source of Materials Form (Page BR-32)
- Subcontractor Disclosure Form (Page BR-33 to BR-34)

CONTRACT

THIS Contract, made this 1st day of XXXXX, 2014, by and between the Town of East Hartford, a municipality located within the County of Hartford in the State of Connecticut, acting through its Mayor, hereinafter called "TOWN," and _____ hereinafter termed the "CONTRACTOR" with respect to the "**FIREHOUSE NO. 2 PARKING LOT REHABILITATION PROJECT LOCATED AT 1692 MAIN STREET (RTE. 5)**"

WITNESSETH: That the parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the TOWN for itself, and the CONTRACTOR for itself and its successors and assigns, as follows:

- A. That the Contract Documents consist of this Contract, together with all terms, conditions and exhibits, set forth in a document entitled, "Firehouse No. 2 Parking Lot Rehabilitation Project" A copy of which has been provided to the Contractor, the original of which is on file with the Engineering Division located on the lower level of Town Hall at 740 Main Street, East Hartford, CT. 06108.
- B. That the CONTRACTOR is aware of all conditions pertaining to the place where the Work is to be done and other circumstances affecting the Work;
- C. That the CONTRACTOR has obtained all the information necessary to enable the CONTRACTOR to estimate fully and fairly the costs of the Work herein contemplated;
- D. That the CONTRACTOR shall furnish all plant, labor, materials, supplies, tools, equipment, other facilities and things necessary for or incidental to properly complete the work for the TOWN, in accordance with this Contract.
- E. The CONTRACTOR shall finish the work for the TOWN in accordance with this contract and shall complete everything required of the CONTRACTOR under this Contract not later than the time stipulated in the General Conditions-Prosecution and Progress Section and the Form of General Bid.
- F. The CONTRACTOR hereby agrees to commence the work under this Contract on the date to be specified in written Notice to Proceed from the TOWN.
- G. The TOWN shall pay and the CONTRACTOR shall receive as full compensation for completion of the work required of the CONTRACTOR under this Contract, the unit prices and lump sums recorded in the Bid.
- H. That this is a fixed price bid. The CONTRACTOR shall be paid the sum of \$XXX,XXX.00 inclusive for completion of all work.
- I. This Contract and Contractor's rights, duties and obligations under this contract are not transferable or assignable. Any attempt by the CONTRACTOR to transfer or assign this Contract or any of its rights, duties or obligations under this Contract is void.

- J. This Contract can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of the TOWN and CONTRACTOR and variance from the terms or conditions of this Contract will be of no effect.
- K. If any provision or provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.
- L. This Contract shall be governed and construed in accordance with the laws of the State of Connecticut. The parties agree to the jurisdiction and venue of the courts located in the State of Connecticut.
- M. This Contract is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this contract. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Contract.
- N. A waiver of a breach or default under the Contract shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Contract shall not constitute a waiver of such term or condition.
- O. That the CONTRACTOR shall give to the TOWN as liquidated damages, not as a penalty, the sum, if any, as specified in the General Conditions-Prosecution and Progress Section, for each day required by the CONTRACTOR to complete the Work of the Contract beyond the time herein stipulated.

IN WITNESS WHEREOF, the parties to these present have executed this CONTRACT in the year and day first above mentioned.

Town of East Hartford
(TOWN)

(SEAL)

By: _____

Mayor
(TITLE)

(CONTRACTOR)

(SEAL)

By: _____

Member
(TITLE)

APPROVED TO FORM:

Assistant Corporation Counsel
Richard Gentile

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal,
Hereinafter called "PRINCIPAL," and _____
_____ as Surety, hereinafter called "SURETY," are held and firmly bound unto
the Town of East Hartford, Connecticut, as Oblige, hereinafter called "TOWN," in the amount of
_____ Dollars, (\$ _____), for the payment whereof PRINCIPAL and
SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written Contract dated _____ entered into
a Contract with TOWN for _____

_____ which Contract is by reference made a part hereof, and is hereinafter referred to as the
"CONTRACT."

NOW, THEREFORE, the condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said CONTRACT, and shall certify in writing that all wages paid under said CONTRACT to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the Town of East Hartford, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Whenever PRINCIPAL shall be, and declared by the TOWN to be in default under the CONTRACT, the TOWN having performed its obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions; or
2. Obtain a bid or bids for submission to the TOWN for completing the CONTRACT in accordance with its terms and conditions, and upon determination by the TOWN and SURETY of the lowest possible bidder, arrange for a CONTRACT between such bidder and the TOWN, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or Contracts of completion arranged under this paragraph) sufficient

funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term, "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the TOWN to PRINCIPAL under the CONTRACT and any amendments thereto, less the amount properly paid by the TOWN to the PRINCIPAL.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the TOWN named herein or the heirs, executors, administrators or successors of TOWN.

Signed and sealed this _____ day of _____, A.D., 2014.

In the Presence of:

_____ (SEAL)
(PRINCIPAL)

By: _____

_____ (SURETY)

By: _____

**TOWN OF EAST HARTFORD PUBLIC WORKS DEPARTMENT
ANTICIPATED SOURCE OF MATERIALS**

PROJECT: Firehouse No. 2 Parking Lot Rehabilitation Project-1692 Main Street (Rte. 5)

BID NO.: 14-21

PROJECT NO.: _____

CONTRACTOR: _____

Submittals are required for the following materials or items:

MATERIAL OR ITEM	ANTICIPATED SOURCE
BITUMINOUS CONCRETE	
CATCH BASINS AND MANHOLES	
CONCRETE	
PROCESS AGGREGATE	
FERTILIZER	
SEDIMENTATION CONTROL	
GRANULAR FILL	
FLOOR DRAIN TRAP SEALS	
JOINT SEALANT	
SEED	
2" VENT PIPING	
TOPSOIL	
WELDED WIRE MESH	
DUCTILE IRON PIPE	
PVC PIPE SCHEDULE 26	
OIL/WATER SEPARATOR	
EPOXY RESIN PAINT	
BEDDING MATERIAL	
TACK COAT	
DUMPSTER FENCING	

SUBCONTRACTOR DISCLOSURE FORM

Project Name: FIREHOUSE NO. 2 PARKING LOT REHABILITATION PROJECT

General Contractor: _____

GC Contact Name/Number: _____

GC Email: _____

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

Trade: _____

Federal Tax ID #: _____

Check one: White Black American Indian/ Alaskan Native

Hispanic Asian/Pacific Islander Women-owned

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

Trade: _____

Federal Tax ID #: _____

Check one: White Black American Indian/ Alaskan Native

Hispanic Asian/Pacific Islander Women-owned

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

Trade: _____

Federal Tax ID #: _____

Check one: White Black American Indian/ Alaskan Native

Hispanic Asian/Pacific Islander Women-owned

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

Trade: _____

Federal Tax ID #: _____

Check one: White Black American Indian/ Alaskan Native

Hispanic Asian/Pacific Islander Women-owned

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

Trade: _____

Federal Tax ID #: _____

Check one: White Black American Indian/ Alaskan Native

Hispanic Asian/Pacific Islander Women-owned

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

Trade: _____

Federal Tax ID #: _____

Check one: White Black American Indian/ Alaskan Native

Hispanic Asian/Pacific Islander Women-owned

General Contractor's Signature

Date

SECTION 2

**GENERAL CONDITIONS
FOR ALL PROJECTS**

AVAILABILITY OF LANDS

MATERIALS AND EQUIPMENT STORAGE

The Contractor will not be allowed to store materials or equipment within Town or State right-of-way. The Contractor shall provide all additional lands and access thereto that may be required for the storage of materials and equipment. Evidence of agreement(s) with private property owner(s) for the storage of equipment and materials must be provided to the Town. In no case, even with the property owner's consent, will storage of materials or equipment be allowed where such storage will impact existing sightlines at intersecting roadways.

CHANGES IN THE WORK

Without invalidating the Contract, the Town may, at any time or from time to time, order additions, deletions or revisions in the Work. These will be authorized by Field Modifications, Field Orders or Change Orders. Upon receipt of a Field Modification, Field Order or Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Field Order or Change Order causes an increase in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided hereafter.

- (a) The Engineer may authorize minor changes or alterations in the Work which do not involve extra cost or are not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Modification. If the Contractor believes that any minor change or alteration authorized by the Engineer entitled him to an increase in the Contract Price or an extension of Contract Time, he may make a claim as provided hereafter.
- (b) Additional Work performed by the Contractor without authorization of a Field Modification, Field Order or Change Order may not entitle him to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency or other extenuating circumstances as provided in these General Conditions. In emergencies or other extenuating circumstances, payment shall be handled on an individual basis, as determined by the Engineer, in accordance with these Contract Documents.
- (c) It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work, changes in the Contract Price or any other changes requiring consent of the Surety. The Contractor will furnish proof of consent by the Surety to any such changes. The Contractor will indemnify and save harmless the Town from all damages, losses and expenses, including attorneys fees, incurred by the Town as a result of denial of liability or delay of performance by the Contractor's Surety with respect to any changes in the Work as herein provided.

The value of any Work covered by a Field Order/Change Order shall be determined in one of the following ways:

- (1) By application of unit prices to the quantities of the items involved when the Work involved is covered by unit prices contained in the Contract Documents
- (2) By mutual acceptance of a lump sum.
- (3) By the actual cost of the Work and a fixed amount for overhead and profit.

CHANGES IN THE WORK

- a) Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, tools and other incidentals directly related to the Work involved. In such case, the Contractor will submit, in form prescribed by the Engineer, an itemized cost breakdown together with supporting data. The maximum percentage which shall be allowed for Contractor's combined overhead and profit shall be as follows:
- 1) For all such Work done by his own organization, the Contractor may add up to fifteen percent (15%) of his actual **net increase** in costs, and
 - 2) For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of his actual **net increase** in costs for combined overhead and profit, and the Contractor may add up to five percent (5%) of the Subcontractor's **net increase** in costs for his combined overhead and profit. No overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or otherwise special insurance directly related to such Work.
 - 3) When determining the amount of credit to the Town for any change which results in a decrease in costs, said credit will be determined by the Engineer. The actual cost of the Work described above minus any credits shall be the **net increase** in costs used to determine combined overhead and profit.

CONTROL OF WORK AREA

GENERAL HOUSEKEEPING

The Contractor will keep the Work area free from accumulations of waste materials, rubbish and other debris resulting from the Work and legally dispose of same, and at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises and legally dispose of same, as well as all tools, construction equipment and machinery, and surplus materials. He will leave the site clean and ready for occupancy by the Town.

DUST CONTROL

During the progress of the Work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Town determines that it is necessary to use water or calcium chloride for more effective dust control, the Contractor shall furnish and spread the materials, as directed. If there is no direct method of payment specified elsewhere in the contract documents, this Work will be performed without additional compensation.

MAINTENANCE OPERATIONS

The Contractor must accommodate routine and emergency maintenance operations performed by the Town (i.e. refuse pickup, leaf collection, snow plowing, etc.) within the Work area.

TEMPORARY ACCESS TO AREA MERCHANTS, BUSINESSES, AND RESIDENCES

Access to all businesses and residences within the project limits must be maintained at all times.

The Contractor shall coordinate his/her work, provide safe and ready means of ingress and egress to all stores and shops, public and private professional offices, and any other businesses or residences in the project area, both day and night, for the duration of the project. As required by the Engineer, the Contractor shall install and maintain temporary ramps at driveways. The cost of installing, maintaining, and removing the temporary ramps shall be included in the lump sum price bid for Maintenance and Protection of Traffic.

COORDINATION

WITH OTHER WORK

The Town may award other contracts in the vicinity of the Work which may proceed simultaneously with the execution of this Contract. The Contractor shall perform his Work, causing as little interference with other Contractors, so far as circumstances will permit. 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.

Wherever Work being done by the Town of East Hartford's forces or by other Contractors is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the Work in general harmony.

WITH UTILITY COMPANIES

At least two full days, excluding Saturdays, Sundays and holidays, but not more than thirty days before commencing excavation, the Contractor shall call the telephone number 1-800-922-4455 (Call Before You Dig) to allow notification of utilities. The Contractor shall be responsible for coordinating his own work and that of his Subcontractors with any and all utilities in the work area.

The Contractor shall be responsible to coordinate all construction activities with the appropriate utilities. Where the Engineer determines that the relocation or adjustment of public or private utilities is dependent upon the performance of certain contract requirements, the Contractor shall perform these operations within a reasonable length of time.

The Contractor shall schedule his operations in such a manner as to minimize interference with the operation of the forces of utility companies or the Town in effecting the installation of new facilities as shown on the plans or relocation of their existing facilities. The Contractor shall consider in his bid all permanent and temporary utility appurtenances in their present or relocated positions and installation of new facilities as required for the project; and no additional compensation will be made for delays, inconvenience or damage sustained by him due to interference from the above-noted utility appurtenances or the operation of installing or moving them.

The Contractor shall be responsible to support all utility poles in the vicinity of excavations necessary to perform work under this project. The Contractor must obtain all approvals required by the custodian of the utility pole, and coordinate all work. There will be no direct payment for the support of utility poles.

DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings, which shall be applicable to both the singular and plural thereof:

<i>Bid</i>	The offer or proposal of the Bidder submitted on the prescribed form Setting forth the prices for the Work to be performed.
<i>Bidder</i>	Any person, firm or corporation submitting a Bid for Work.
<i>Bonds</i>	Bid, performance, labor and materials payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
<i>Change Order</i>	A written order to the Contractor signed by the Director of Public Works of the Town or his duly authorized agent authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
<i>Contract</i>	The written Contract between the Town of East Hartford (hereinafter Referred to as “the Town”) and the Contractor covering the Work to be Performed, including the Contractor’s Bid and bonds.
<i>Contract Date</i>	The date on which the Contractor is directed to commence work, as indicated in the written Notice to Proceed.
<i>Contract Documents</i>	The signed Contract, executed bid bond, performance bond, labor and materials payment bond, Notice of Award, Notice to Proceed, Contract Drawings and Specifications, and Modifications.
<i>Contract Drawings</i>	The drawings and plans which show the character and scope of the Work to be performed and which have been prepared and/or approved by the Engineer and are referred to in the Contract Documents.
<i>Contract Price</i>	The total monies payable to the Contractor under the Contract Documents.
<i>Contract Specifications</i>	The Invitation to Bid, Rules and Regulations for Competitive Bidding, Standard and Special Instructions to Bidders, Insurance and Indemnification Form, Form of General Bid, Qualifications of Bidders, Contract, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Performance Bond Form, Labor and Materials Payment Bond Form, General Conditions, Notice to Contractor, Technical Specifications, Appendices and Exhibits,
<i>Contract Time</i>	The number of days stated in the Contract Documents for the completion of the Work.

DEFINITIONS

<i>Contractor</i>	The person, firm or corporation with whom the Town has executed the Contract.
<i>Day</i>	A calendar day of twenty-four (24) hours measured from midnight to the next midnight.
<i>Engineer</i>	Wherever in the Contract Documents the word “Engineer” is used it shall be understood as referring to the Director of Public Works acting personally or through a duly authorized representative.
<i>Field Modification</i>	A directive, usually verbal, for a minor change or alteration in the Work that causes not increase in Contract Price or extension of Contract Time.
<i>Field Order</i>	A written directive for a change or alteration in the Work that is the result of a difference in condition between that shown on the Contract Drawings and that found in the field. Field Order will subsequently be reviewed to determine if a Change Order is warranted.
<i>Furnish, Install, etc.</i>	The terms “furnish,” “install,” “construct,” “furnish and install,” or any similar term contractions, unless specifically noted to the contrary, shall include all materials, equipment, tools, labor, light, power, transportation and any other incidentals required for the completion of the Work.
<i>Inspector</i>	The authorized representative of the Engineer or Town who is assigned to the Project or any parts thereof.
<i>Modification</i>	<ol style="list-style-type: none">1) A Field Modification;2) A Field Order;3) A Change Order;4) A written clarification or interpretation issued by the Engineer.
<i>Notice of Award</i>	The written notice by the Town to the apparent successful Bidder stating that, upon compliance by him with the conditions stated therein within the time specified, the Town will execute and deliver the Contract to him.
<i>Notice to Proceed</i>	Written notification by the Town to the Contractor indicating the date on which the Contractor is expected to commence Work.
<i>Project</i>	The entire construction to be performed as provided in the Contract Documents.
<i>Shop Drawings</i>	All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor and which illustrate the material, equipment or some portion of the Work.

DEFINITIONS

<i>Subcontractor</i>	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.
<i>Substantial Completion</i>	The date, as certified by an 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 was intended.
<i>Work</i>	Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all materials, equipment, tools, labor and other incidentals necessary to complete the Work.

ENGINEER'S CONTROL

GENERAL

In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all Work to the satisfaction of the Engineer and, at such time and places, by such methods and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the Work, shall interpret the Contract Documents and modifications and shall decide all other questions in connection with the Work.

The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control, or in which Work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed but, without exception, all the Work shall be governed and so performed.

The Town shall issue all communications to the Contractor through the Engineer.

The Engineer will **not** be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto; and he will **not** be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The Engineer will **not** be responsible for the acts or omissions of the Contractor or any Subcontractors, or any of his or their agents, servants or employees, or any other persons at the site or otherwise performing any of the Work.

AUTHORITY AND DUTIES OF THE INSPECTOR

Inspectors employed by the Town shall be authorized to inspect all Work done and material furnished. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the Work, the Inspector shall have authority to reject material or suspend the Work until the question at issue can be referred to and decided by the Engineer. The Inspector shall **not** be authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Drawings and Specifications, nor to approve or to accept any portion of the Work, nor issue instructions contrary to the Contract Drawings and Specifications. The Inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the Work by the latter. Any advice which the Inspector may give the Contractor shall in no circumstance be construed as binding the Town in any way nor releasing the Contractor from fulfillment of the terms of the Contract.

INSPECTION

GENERAL

All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as the Engineer deems necessary to make a complete, detailed and timely inspection.

The Contractor shall always notify the Engineer of its intention to perform work on the Project, including notice of the particular work it intends to perform, at least 24 hours before the Contractor commences that work. The Engineering Division can be reached between 8:30 a.m. – 4:30 p.m. at 1-860-291-7380.

The Contractor shall be responsible for coordinating his/her Work with the Engineer at all times. In instances when it shall be necessary to utilize Department inspectors during other than normal Department working hours, the Contractor shall make payment to the Town of East Hartford for such use. Normal working hours for the Department are from 8:30 a.m. to 4:30 p.m. daily, Monday through Friday, excluding holidays. The Town's holiday schedule is attached to these Contract Documents in an appendix. Payment will be made in accordance with the following:

1. For each Department employee utilized by the Contractor, the Town shall receive the standard overtime rate paid to the employee by the Department.
2. In the event a Department employee is called out after the end of normal working hours, minimum payment to the Town by the Contractor for each Department employee utilized shall be at the standard overtime rate for a period no less than four (4) hours. Payment for overtime that is a continuation of the normal working day shall be at the standard overtime rate for the actual hours worked. There will be no charge for use of Department personnel during normal working hours for services provided by the Department.

ACCESS TO THE WORK

The Contractor shall provide the Engineer and his representatives safe access to the Work at all times. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others. If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense. If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or 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, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional

INSPECTION (continued)

professional services, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided hereafter.

INTENT OF CONTRACT DOCUMENTS

It is the intent of the Contract Drawings and Specifications to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Contract between the Town and the Contractor, and any prior oral representations are null and void. The Contract may be altered only by a modification.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Contract, Contract Specifications and Contract Drawings. Within the Contract Specifications, the order of precedence shall be: Instructions to Bidders, Special Provisions, General Conditions and Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions and detailed drawings over general drawings. Any Work that may reasonably be inferred from the Contract Drawings and Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

The captions which have been used in these Contract Documents are for convenience only and should not be construed to define or limit the meaning and intent of the paragraphs to which the captions apply.

Wherever in these Contract Documents reference is made to "Form 816", it shall mean, "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816", dated 2004 with all addenda at the time of award. Particular paragraphs and articles cited herein are made a part of these Contract Documents.

References to "State" contained within the "Form 816", shall be understood to mean "Town".

The quantities of work as listed in the Bid Proposal Sheet are to be used for comparison bidding. The quantities in all items of work may differ from the actual quantities of work listed due to actual field locations and conditions.

LAYOUT OF WORK

Unless otherwise stated in the “Notice to Contractor” section of these Specifications, the Contractor shall be responsible for the layout and staking of all the Work. Staking shall be performed by a Professional Land Surveyor (PLS) licensed in the State of Connecticut. The Town will provide to the Contractor’s surveyor an electronic copy of the proposed Plan in AutoCAD .dwg or .dxf format to assist in the preparation of construction staking. All stakes shall be maintained as necessary to complete and inspect the Work. The Contractor shall maintain baseline stakes and/or critical control necessary for the Engineer to verify the accuracy of the Work.

LEGAL REQUIREMENTS

TOWN'S RIGHT TO STOP OR SUSPEND WORK

If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the Town may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

In addition, the Town may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor which 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 extension of the Contract Time directly attributable to any suspension if he makes a claim therefore as provided in the General Conditions.

Should the Work be carried on late in the year, and in the opinion of the Engineer is in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer, when the weather conditions are favorable. The time of suspension during the winter months shall not be considered in making a claim for extension of Contract Time. The Contractor shall, upon such orders, discontinue Work, remove all materials or appliances for or in use upon the work site, and place the streets in proper condition for use by the public during the time the Work is suspended as herein provided, without cost to the Town.

LEGAL REQUIREMENTS

TOWN'S RIGHT TO TERMINATE

If the Contractor is adjudged bankrupt or insolvent, or the Contractor 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 the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if the Contractor disregards the authority of the Engineer, or if the Contractor otherwise violates any provision of the Contract Documents, then the Town may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days 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 it 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 Town. Such costs incurred by the Town will be determined by the Engineer and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Town, said termination shall not affect any rights of the Town against the Contractor, either existing or which may accrue in the future. Any retention or payment of monies by the Town due the Contractor will not release the Contractor from liability.

Upon seven (7) days written notice to the Contractor, the Town 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 a reasonable profit.

LEGAL REQUIREMENTS

WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the Engineer, nor any payment by the Town to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Town, nor any act of acceptance by the Town nor any failure to do so, nor any correction of faulty or defective Work done by the Town shall constitute an acceptance of any Work found not to be in full compliance with the requirements of the Contract Documents.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor has delivered to the Engineer a complete release of all claims or liens arising out of this Contract or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the release and receipts include all labor and materials for which a lien or claim could be filed. But, the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer to indemnify the Town against any claim or lien (in cases where such payment is not already guaranteed by surety bond).

If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Town all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

MATERIALS

GENERAL

The Contractor will provide and pay for all materials, equipment, tools, labor, transportation, construction equipment and machinery, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

Unless otherwise specified, all materials and equipment incorporated in the Work shall be new. If required by the Engineer, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

“OR EQUAL” CLAUSE

Wherever in these Contract Documents a particular brand, make of material, device or equipment is shown or specified and followed by the clause "or equal," such brand, make of material, device or equipment specified shall be regarded as the standard, and shall not preclude the furnishing of items other than those specified where the quality, use and serviceability of the substitute is determined by the Engineer to be the same or equal of the standard. If the clause “or equal” is not used, the particular brand, make of material, device or equipment specified **shall** be provided.

SHOP DRAWINGS AND SAMPLES

After checking and verifying all field measurements, the Contractor will submit to the Engineer for approval, in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies (or at the Engineer's option, one (1) reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, manufacturer's certificates and the like to enable the Engineer to review the information as required.

The Contractor will also submit to the Engineer for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

MATERIALS

At the time of each submission, the Contractor will, in writing, call the Engineer's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

The Engineer will check and approve with reasonable promptness Shop Drawings and samples, but his checking and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions.

No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the Engineer.

The Engineer's approval of Shop Drawings or sample shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents, unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

CONNECTICUT SALES AND USE TAX

Materials and equipment purchased for installation in this project will be exempt from the Connecticut Sales and Use Tax under the Connecticut Education, Welfare and Public Health Tax Act. Each Bidder shall take this exemption into account in calculating his bid for the Work.

SURPLUS EXCAVATED MATERIALS

All surplus excavated material shall become the property of the Contractor, except where otherwise specifically noted in the Contract Documents or required for other portions of the Work as directed by the Engineer. The Contractor shall remove and dispose of such surplus material not required for other portions of the job and legally dispose of same.

PERMITS

GENERAL

Permits, fees, and licenses, necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Such permits, licenses, etc., shall be obtained by the Contractor prior to performing any Work and shall include, but not be limited to, water and sewer permits (MDC), building permits, driveway and sidewalk permits, excavation permits, and Connecticut Department of Transportation Encroachment permits. All contractors performing work in and for the Town of East Hartford must be licensed and bonded. Evidence of all pertinent licenses shall be provided to the Engineer upon request. **FEES WILL BE WAIVED UNLESS SPECIFICALLY INDICATED OTHERWISE.**

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Contract Drawings and Specifications are at variance therewith, he will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he will bear all costs arising there from.

DRIVEWAY AND SIDEWALK PERMIT

Any Contractor performing work, within the Town/State right-of-way involving new construction or replacement of any sidewalk or driveway/apron must take out a Driveway and Sidewalk Permit with the Town of East Hartford Engineering Division. See attached License and Permit Bonding Requirements and Engineering Permit Application. The permit fee will be waived.

EXCAVATION PERMIT

Any Contractor performing excavation work, within the Town/State right-of-way must take out an Excavation Permit with the Town of East Hartford Engineering Division. See attached License and Permit Bonding Requirements and Engineering Permit Application. The permit fee will be waived.

WATER AND SEWER PERMIT – METROPOLITAN DISTRICT COMMISSION (MDC)

Prior to any construction involving or impacting facilities owned and/or operated by the MDC, the Contractor must obtain all necessary permits pertinent to the work being performed.

BUILDING PERMITS

Certain work including, but not limited to, plumbing and electrical work, requires a building permit. The Contractor shall secure building permit(s) for such work at the Town of East Hartford Inspections and Permits Department. Unless otherwise noted in a “Notice to Contractor”, the Town’s portion of the permit fee will be waived. The Contractor will be required to pay the State of Connecticut portion of any building permit. Contact the Inspections and Permits office at 860-291-7345 for building permit information.

PERMITS (continued)

SPECIAL PERMITS

Some projects will have required special approval(s) from the Town of East Hartford Planning and Zoning Commission, the State of Connecticut Department of Environmental Protection (DEP), the United States Army Corps of Engineers or any other agency with jurisdictional rights. In most of these cases, separate plans have been approved and are on file. Any specific permit approval(s) by another agency or commission will be identified in the "Notice to Contractor" section of these Specifications. If such permits are identified, then the approved permit plans are hereby made part of the Contract Documents and the Contractor represents that he/she is fully aware of all the requirements of the permit and his/her intention to comply with such requirements.

To All Contractors Working in East Hartford - LICENSE AND PERMIT REQUIREMENTS:

The following information and documentation is required from all contractors performing work on Town property. Also, in addition to the normal State Permit, any work performed on State of Connecticut property, other than the actual paved roadway (curb to curb), will require a Town permit.

1. Certificate of Insurance

- a. The original signed certificate of insurance form must be on file in the Engineering Division.
- b. The certificate must contain the following language: "The Town of East Hartford, its officials, employees and volunteers are named as additional insured's as respects all liability arising out of the permit activities of the business".
- c. The certificate must contain the following liabilities limits:
Broad Form CGL: \$1,000,000.00
Business Auto Liability: \$1,000,000.00
Worker's Compensation: As required by State Law.
- d. The cancellation clause must not be less than 30 days.

2. Hold Harmless Agreement

A "Hold Harmless Agreement" form must be on file with the Engineering Division. (Town form supplied.)

3. Bonds

- a. RENEWAL CERTIFICATES ARE NOT ACCEPTABLE.
- b. Bonds must be on Town's Bond Form. Original form must be filed with the Engineering Division.
- c. Bonds must be signed, sealed, and dated by person named on power of attorney and also by contractors (President or Secretary for Contractors). For corporations, the corporate seal will be required. A Power of Attorney form must be attached to the bond with the same date as the bond. Contractors name must be printed. At least two witnesses must sign the bond.
- d. All signatures including witnesses must have printed names and titles below signatures.
- e. The bonding company must be approved to do business in the State of Connecticut.

All of the information noted above must be submitted and approved by the Town's Corporation Counsel Office and Risk Manager prior to the issuance of any licenses or permits. The approval process will require a minimum of forty-eight hours.

4. License (Apply for in person when Bond and Insurance are approved.)

- a. A valid "Town License" certificate must be on file with the Engineering Division. (Town Form.)
- b. The fee for an annual license is \$35.00
- c. All licenses shall expire on December 31st of the year that they are issued.

5. Permit Application form (Town Form, available in the office, or on the East Hartford website)

- a. Each permit will require a filled-out and signed application.
- b. All excavation, driveway, and sidewalk permits will require a "Call Before You Dig" number for the project.
- c. All contractors working for the utility companies will be required to provide a work order number for the project.

Blank "Town" forms are available in the Engineering Division Office.
Most forms available to download on "www.easthartfordct.gov"

Permit Fee Schedule: Driveway and Sidewalk Permits - \$50.00/per location
Excavation Permits - \$50.00/per permit (permit holder is responsible for permanent pavement repairs in accordance with Town Specifications)
Road Closure/Detour Permits - \$35.00

PERMIT NO: _____



Town of East Hartford Department of Public Works *PERMIT APPLICATION*

CHECK PERMIT TYPE: Driveway Curb/Sidewalk Excavation (Pavement Cut)
Obstruction/Encroachment Road Closure/Detour Excavation (Right-of-way)

WORK LOCATION INFORMATION

1. Location of Work: _____

2. "Call Before You Dig" #: _____
3. Order # / Work Order #: _____

APPLICANT INFORMATION

4. Contractor / Owner Name: _____
5. Company Name: _____
6. "Doing Business As" Name: _____
7. Address: _____
Street # & Name P.O. Box # City, State, Zip Code
8. Phone #: _____ 9. Cell Phone #: _____

DESCRIPTION OF WORK

10. Description of Work: (Include appropriate dimensions, names of nearest cross streets, and any other necessary details.) _____

11. Attach all necessary drawings, work orders, approvals, etc.

PERMIT FEE: \$50.00 (ROAD CLOSURE/DETOUR FEE: \$35.00)

FEE AMOUNT: _____ DATE PAID: _____ CASH: _____ CHECK #: _____
(FRONT)

GENERAL CONDITIONS
PERMITS
GC-22

(BACK)

RULES PERTAINING TO EXCAVATION PERMITS:

In consideration of the grant by the Town of East Hartford of an Excavation Permit, the undersigned agrees, for itself and its agents, assigns, employees, contractors and/or subcontractors to adhere to the following rules while carrying out the work detailed in its application for such permit:

1. The road or roads on or around the work area will not be closed to traffic at any time while the work is being carried out. At least one lane, wide enough to permit the safe passage of all vehicles, shall be maintained fully open at all times.
2. Traffic on roads on or around the work areas will not be detoured prior to receipt of express permission to do so from the Director of Public Works. If the detouring of traffic becomes necessary, the undersigned will submit for approval by the Director of Public Works a detailed plan showing signs, arrangement of traffic lanes, number of flag persons to be used at the detour, the period of time during which traffic will be detoured and any other safety measures that may be ordered by the Director.
3. Any and all portions of the road(s) disturbed by the applicant and/or its agents, assigns, employees, contractor and/or sub-contractors shall be speedily restored to their original condition in accordance with the Temporary Patch detail plan or as directed by the Director of Public Works.
4. In the event the Town is required to repair, alter or improve any temporary patch or patches installed by the applicant on Town roads, the applicant will reimburse the Town for all costs of such work.
5. Applicant will comply with all laws, ordinances, rules and regulations of the Town and/or State while carrying out the work detailed in its application and permit. Applicant agrees that it will promptly comply with any and all requests and/or orders related to such work issued by the Town and will hold the Town harmless for any and all injuries, (including death), and/or damage to property related to its work which may occur while such work is being carried out for its benefit.
6. The excavation permit shall become null and void if the work for which such permit has been issued is not commenced within thirty (30) calendar days from the date of issue.
7. Any failure by the applicant, its agents, assigns, employees, contractors and/or sub-contractors to adhere to the preceding rules will result in immediate revocation of the excavation permit. In addition, such failure will result in denial by the Town of further excavation permits to the applicant.

IMPORTANT! After completing items 1-11 on front, and reading the "Rules Pertaining to Excavation Permits" above, SIGN AND DATE BELOW, MAKE CHECK PAYABLE TO "TOWN OF EAST HARTFORD", AND SUBMIT TO THE ENGINEERING DIVISION, TOWN OF EAST HARTFORD, 740 MAIN STREET, EAST HARTFORD, CT 06108.

ALL WORK REQUESTED BY THIS APPLICATION SHALL BE AUTHORIZED BY THE TOWN OF EAST HARTFORD PRIOR TO COMMENCEMENT AND SHALL BE CARRIED OUT ACCORDING TO THE REGULATIONS AND BY-LAWS OF THE TOWN OF EAST HARTFORD.

APPLICANT SIGNATURE: _____ DATE: _____

PRINT NAME: _____

(OFFICE USE ONLY)

CURRENT BOND: Driveway, Curb, & Walk Layer's Drain Layer's

CURRENT CERTIFICATE OF INSURANCE:

CURRENT LICENSE & HOLD HARMLESS AGREEMENT:

Driveway apron replacement: Yes No

8" reinforced concrete sidewalk required: Yes No

Inland Wetlands / Buffer Zone _____

Site Review _____

Zoning Approval (Inspections & Permits) _____

This application is hereby: APPROVED DISAPPROVED APPROVED W/CONDITIONS

BY: _____ DATE: _____ EXP. DATE: _____

CONDITIONS: _____

DATED AT _____ (11) _____, this (12a) day of (12b) _____, 20 (12c)

SIGNED, SEALED AND WITNESSED IN THE PRESENCE OF:

WITNESS OF PRINCIPAL:

(15a)
(SEAL)
(Signature)

(15b)
(Printed Name)

PRINCIPAL:

BY _____
(13a)
(Signature)

(13b)
(Printed Name)

ITS _____
(13c)
(Title)

WITNESS OF SURETY:

(16a)
(Signature)

(16b)
(Printed Name)

SURETY:

BY _____ (SEAL)
(14a)
(Signature)

(14b)
(Printed Name)

ITS _____
(14c)
(Title)

TOWN OF EAST HARTFORD
DRAIN LAYER'S BOND



Know ALL MEN BY THESE PRESENT, that _____,
(NAME OF COMPANY)
a _____, (type of organization, e.g. Corp., partnership, sole proprietorLLC,)

ACTING HEREIN BY _____, ITS _____ as principal,
(PRINTED NAME) (TITLE)

and _____ ACTING HEREIN BY _____,
(BONDING COMPANY) (PRINTED NAME)

its attorney in fact pursuant to the attached Power of Attorney, as surety, are held and firmly bound unto the TOWN OF EAST HARTFORD (The "TOWN"), in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to the Town, its successors and assigns, for which payment, 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 above bonded principal has been duly licensed by the Town as a drainlayer for a term beginning on the _____ day of _____, 20____, and ending on _____ day of _____, 20____.

NOW, THEREFORE, IF THE SAID _____ shall well and truly keep and perform, during said term all the terms and conditions of the ordinances of the Town, regulating the laying of private drains, and rules specified by the Director of Public Works relating to driveway apron, and shall indemnify and save harmless the Town and its servants and employees from all suits and actions of every name and description brought against the Town, or any officers of said Town, for or on account of any injuries or damages received or sustained by any person in consequence of or resulting from any work performed by said principal _____ servants or agents, shall faithfully perform said work in all respects and shall also guarantee his work for a period of one year after completion of the latest work performed under a permit obtained pursuant to this Bond, against any failure caused by defective materials, or defective workmanship and will make good such defects, if so ordered, to the satisfaction of the Director of Public Works, and shall comply in all respects with the rules and regulations established by the said Director, relative to such work, and with the terms of the permits that may be issued to him, and shall also pay all fines imposed upon him for violation of any such rule, or regulations, then this obligation shall be of no effect, otherwise, it shall remain in full force and virtue.

DATED AT _____, this _____ day of _____,
20_____.

SIGNED, SEALED AND WITNESSED IN THE PRESENCE OF:

WITNESS OF PRINCIPAL:

(SEAL)
(Signature)

(Printed Name)

PRINCIPAL:

BY _____
(Signature)

(Printed Name)
ITS _____
(Title)

WITNESS OF SURETY:

(SEAL)
(Signature)

(Printed Name)

SURETY:

BY _____
(Signature)

(Printed Name)
ITS _____
(Title)



TOWN OF EAST HARTFORD
DRIVEWAY, CURB & WALK LAYER'S BOND

Know ALL MEN BY THESE PRESENT, that _____,
(NAME OF COMPANY)
a _____, (type of organization, e.g. Corp., partnership, sole proprietor, LLC)

ACTING HEREIN BY _____, ITS _____ as principal,
(PRINTED NAME) (TITLE)
and _____ ACTING HEREIN BY _____,
(BONDING COMPANY) (PRINTED NAME)

its attorney in fact pursuant to the attached Power of Attorney, as surety, are held and firmly bound unto the TOWN OF EAST HARTFORD (The "TOWN"), in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to the Town, its successors and assigns, for which payment, 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 above bonded principal has been duly licensed by the Town as a driveway, curb and walk layer for a term beginning on the _____ day of _____, 20____, and ending on _____ day of _____, 20____.

NOW, THEREFORE, IF THE SAID _____ shall well and truly keep and perform, during said term all the terms and conditions of the ordinances of the Town, regulating the laying of driveways, curbs and walks, and rules specified by the Director of Public Works relating to driveway apron, and shall indemnify and save harmless the Town and its servants and employees from all suits and actions of every name and description brought against the Town, or any officers of said Town, for or on account of any injuries or damages received or sustained by any person in consequence of or resulting from any work performed by said principal

_____ servants or agents, shall faithfully perform said work in all respects and shall also guarantee his work for a period of two years after completion of the latest work performed under a permit obtained pursuant to this Bond, against any failure caused by defective materials, or defective workmanship and will make good such defects, if so ordered, to the satisfaction of the Director of Public Works, and shall comply in all respects with the rules and regulations established by the said Director,

relative to such work, and with the terms of the permits that may be issued to him, and shall also pay all fines imposed upon him for violation of any such rule, or regulations, then this obligation shall be of no effect, otherwise, it shall remain in full force and virtue.

DATED AT _____, this _____ day of _____,
20_____.

SIGNED, SEALED AND WITNESSED IN THE PRESENCE OF:

WITNESS OF PRINCIPAL:

PRINCIPAL:

(SEAL)
(Signature)

BY _____
(Signature)

(Printed Name)

(Printed Name)

ITS _____
(Title)

WITNESS OF SURETY:

SURETY:

(SEAL)
(Signature)

BY _____
(Signature)

(Printed Name)

(Printed Name)

ITS _____
(Title)

HOLD HARMLESS AGREEMENT

_____, in consideration of a
(Name of Permittee/Licensee)
permit or license issued to it by the Town of East Hartford on _____,
(Date)

hereby covenants and agrees to and shall, at all times, indemnify, protect and save harmless and defend the Town from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including attorneys' fees, if any, which the Town may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to such license or permit or any activities in connection with said license or permit, whether such losses and damages be suffered or sustained by the Town directly or by its employees, licensees or invitees, or be suffered or sustained by other persons or corporations who may seek to hold the Town liable therefor. The existence (or non-existence) of any insurance coverage purchased by _____ shall in no
(Permittee/Licensee)

way affect the Town's rights pursuant to the terms of this agreement.

Signature of Permittee/Licensee: _____

Address: _____

Date: _____

PRELIMINARY MATTERS

CONTRACT DOCUMENTS

At least three (3) counterparts of the Contract and such other Contract Documents as practicable will be executed and delivered by Contractor to the Town within ten (10) days of the Notice of Award. When he delivers the executed Contracts to the Town, the Contractor shall also deliver to the Town such Bonds and Certificates of Insurance as he may be required to furnish in accordance with the Contract Specifications.

PRECONSTRUCTION MEETING

Prior to any construction, a preconstruction meeting will be held to review schedules, to establish procedures for handling Shop Drawings and other submissions, to review the procedures for processing Applications for Payment and to establish a working understanding between the parties with respect to the Project. Representatives from the Contractor shall be at a minimum the Project Manager and a representative from each major subcontractor.

KNOWLEDGE OF PROJECT

The Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents, and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price, in accordance with the requirements of the Contract Documents, and that he has correlated the results of all such data with the requirements of the Contract Documents. In addition, the Contractor represents that he has contacted all utility companies or contractors who may be doing work in the Project area to insure that their activities and schedules have been taken into account when planning his own Work.

COPIES OF DOCUMENTS

The Town will furnish the Contractor up to five (5) copies of the Contract Drawings and Specifications as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

PROGRESS PAYMENTS

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 for review the Application for Payment filled out on forms provided by the Engineer and signed by the Contractor covering the Work completed as of the date of the Application and supported by such data as the Engineer may reasonably require. There will be no payment for materials ordered and stored on-site.

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the Town prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

The Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to the Town, or return the Application 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 Application.

The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The Town will retain five percent (5%) of the total project until the Engineer has determined final project acceptance. Final acceptance shall be met when all appropriate paperwork has been submitted and outstanding work has been completed to the full satisfaction of the Engineer or Town Inspector per the contract documents and specifications. Upon written request by the Contractor, this retainage will be released.

The Town will, within thirty (30) working days of receipt of an approved Application for Payment, pay the Contractor the amount approved by the Engineer.

PROSECUTION AND PROGRESS

GENERAL

It is hereby understood and mutually agreed, by and between the Contractor and the Town, that the date of beginning and the time for completion, as specified in the Contract of the Work to be done hereunder are **essential conditions** of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Town, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Town, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Town the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

The said amount is fixed and agreed upon by and between the Contractor and the Town because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain, and said amount is agreed to be the amount of damages which the Town would sustain.

It is further agreed that time is of the essence of each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of Work is due:

- (1) To any preference, priority or allocation order duly issued by the Government;
- (2) To unforeseeable cause 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 Town, acts of another Contractor in the performance of a Contract with the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and,

PROSECUTION AND PROGRESS (continued)

- (3) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) above. Provided further that Paragraph 23 of the General Conditions shall be complied with.

If, in the opinion of the Town, the Contractor is not executing the Work at a sufficient rate of progress, so as to finish in the time specified, or has abandoned said Work or is not complying with the terms and stipulations of the Contract Documents the Town may serve notice on the Contractor to adopt such methods as will insure the completion of the Work in the time specified, or in compliance with the terms and stipulations of the Contract Documents. If, within five (5) days after the Town has notified the Contractor that his Work is not carried on satisfactorily as before mentioned, the Town shall have the right to terminate the Contract and manage the Work under the direction of the Engineer, or relet, for the very best interest of the Town as a new Contract, the Work remaining to be done, without, in any manner, affecting or releasing the Bond of defaulting Contractor, and the cost of the Work under said new Contract shall be considered the cost to the Town of the Work left undone by the defaulting Contractor.

TIME FOR COMPLETION-LIQUIDATED DAMAGES

The Bidder hereby agrees to commence Work under this Contract within ten (10) days of written Notice to Proceed from the Town, and to complete all work within **SIXTY (60) CALENDAR DAYS** thereafter. The Bidder further agrees to pay as liquidated damages, the sum of **FIVE HUNDRED DOLLARS (\$500.00)** for each consecutive calendar day beyond the date of completion. Liquidated damages are not intended as a penalty but rather shall be construed as a best estimate of damages which the Town will suffer due to Bidder's refusal, failure or neglect to perform pursuant to his Bid and Contract Documents.

CHANGES TO CONTRACT TIME

The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in paragraph above. Such delays shall include, but not be restricted to, acts of neglect by any separate Contractor employed by the Town, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

PROSECUTION AND PROGRESS (continued)

All time limits stated in the Contract Documents are of the essence of the Contract. The provisions of this article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

It is the Contractor's responsibility to notify his Surety of any extension in the Contract Time. The Contractor will furnish proof of consent by the Surety to any such extension. The Contractor will indemnify and save harmless the Town from all damages, losses and expenses, including attorneys fees incurred by the Town as a result of denial of liability or delay of performance by the Contractor's Surety with respect to any changes in the Work as herein provided.

WINTER SHUTDOWN

Unless otherwise specified in a "Notice to Contractor", contract time will not be charged during a winter shutdown period between November 15TH and April 1ST. The Contractor will not be allowed to work during the winter shutdown (other than maintaining the project area) without the approval of the Engineer. Prior to a winter shutdown, the Contractor and the Town shall meet to discuss the Contractor's procedures for preparing the Work area for a winter shutdown. No additional compensation will be paid for demobilization, remobilization, or other costs associated with a winter shut down but these costs shall be included in the general cost of the work.

PROJECT SCHEDULE

Within ten (10) days after the execution of the Contract, the Contractor shall submit to the Engineer for approval a project schedule identifying the major activities associated with the project, the order and connectivity of such activities, and critical milestone dates. The schedule should identify work being performed by subcontractors. No schedule will be approved that shows any activities beyond the allotted contract time for the project. The Contractor shall update the schedule as necessary as the project progresses.

PROTECTION

In general, the Contractor shall protect all existing features, public or private, within or adjacent to the Work area that is not called out to be removed or replaced.

EXISTING MONUMENTATION

The Contractor shall be responsible for the protection and replacement of all survey markers, streetline monuments, and private property markers. Any survey markers, streetline monuments or private property markers disturbed or destroyed during construction will be replaced at the Contractor's own expense. Work must be performed by a Land Surveyor licensed in the State of Connecticut.

CONTRACT WORK

The Contractor shall protect his Work so as to prevent damage and/or vandalism to newly poured sidewalks and other concrete surfaces. Any newly poured sidewalks or ramps which are damaged or defaced shall be promptly repaired or replaced at the Contractor's expense. Determination to repair or replace will be at the sole discretion of the Engineer.

TREES AND SHRUBS

The Contractor will take precautionary measures to protect all public and private trees or shrubs remaining within or adjacent to the Project area. This also includes protection of root systems that may become damaged due to the excavation activities near or adjacent to vegetation designated to remain.

The Contractor shall be fully responsible for compensation, repair, or replacement of any damaged tree or shrub because of neglect by the Contractor or any of his/her assigned Subcontractors.

PROTECTION

UTILITIES

All existing utilities shall be protected and supported according to the specific utility company's requirements. It is the Contractor's sole responsibility to coordinate and communicate with the utility company in question.

TRAFFIC CONTROL FACILITIES

The Contractor's attention is called to the fact that there are underground traffic control facilities (loop detectors) at various intersections in the Town of East Hartford . Should these facilities become damaged during the course of the Work, the Contractor will be responsible for replacement of the detectors. Splicing of the existing detectors will not be permitted. Replacement of loop detectors will not be paid for separately, but shall be considered to be included in the cost of the Work.

PRIVATE PROPERTY

Any claims for damage to private property as a result of the Contractor's operations or lack of providing protective measures to prevent such damage will be forwarded directly to the Contractor for action. For each claim, the Contractor shall provide to the Town evidence that the claim has been resolved. The Town will not release final retainage for any project where there are any unresolved claims.

All proposed work on this project is located within the public right of way. No work is proposed on private lands and the Contractor will confine his activities as indicated on the plans.

EXISTING GENERATOR, CONCRETE GENERATOR PAD AND BOLLARDS

The Contractor shall be made aware during construction activities to protect the existing Generator, Concrete Generator Pad and Bollards. Any damage from construction activities performed by the Contractor will be repaired at the Contractors expense to the full satisfaction of the Town of East Hartford.

PUBLIC CONVENIENCE

The Contractor shall conduct the work at all times in such a manner as to ensure the least possible obstruction to both vehicular and pedestrian traffic. All equipment and materials shall be placed or stored in such a way and in such locations as will not create a hazard to the general public.

The Contractor shall notify residents and businesses in writing at least 24 hours in advance of any work which will impact access to their property. Work shall be coordinated such that no residential or commercial driveway access is fully closed at any time.

Work shall be coordinated such that it does not leave any excavated area open for more than one day without prior approval of the Engineer.

Due to the location of this project at an existing active firehouse, the Contractor shall make every effort necessary to provide access to the existing building for employees and fire trucks. Phasing of this project is essential to provide a continuous working environment 24 hrs. a day that will not impede emergency response time.

RECORD DRAWINGS

The Contractor shall keep one (1) record copy of all Contract Specifications, Contract Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall constitute the Record Drawings for the Project, be available to the Engineer at any time and shall be delivered to him upon completion of the Work.

SAFETY

The Contractor shall comply with all requirements of the Occupational Safety and Health Act (OSHA), applicable laws, building and construction codes. Prior to any Construction, the Contractor shall provide the name of his/her "competent person" who is responsible for project safety.

The Contractor shall furnish to the Engineer a report in duplicate on each accident on the Project or related to the prosecution of the Project which involves personal injury requiring medical treatment or which causes an employee's loss of work time. The Contractor shall also furnish to the Engineer a report in duplicate regarding any accident involving public liability or property damage in connection with the Project.

At all times, the Contractor shall protect his/her work from the motoring or walking public. It will be the Contractor's responsibility to supply and utilize flagmen or Town Police personnel, barricades, signs, drums, cones, etc. throughout the construction. Any sidewalk left excavated at the end of the work shift shall be cordoned off and properly signed to restrict pedestrian access.

The Contractor shall utilize OSHA approved safety caps on all pins or other protruding metal used for sidewalk forms.

Prior to any construction involving trenching and/or shoring, the Contractor shall provide the Town one copy of its "Trenching and Shoring" safety plan.

If any of the Work requires any person to enter into a confined space as defined by OSHA, the Contractor shall submit to the Town a copy of its "Confined Space Entry" procedures.

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:

- (1) All employees on the Work and other persons who may be affected thereby.
- (2) All the Work and materials or equipment to be incorporated therein, whether in storage on or off the site, and
- (3) Other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall take all proper precautions to protect existing access to properties from injury or unnecessary interference. He shall provide proper means of access to any property where the existing access is cut off by the Contractor. The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an

SAFETY (continued)

unobstructed way along the public and private places for travelers, vehicles, and for access to hydrants.

No materials or other obstruction shall be placed within fifteen (15) feet of any fire hydrant which, at all times, must be readily accessible to the Fire Department.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall provide and maintain all necessary flagmen, barricades, red lights and warning signs and take all necessary precautions for the protection of the public. He shall continuously maintain adequate protection of all Work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with this Contract. He shall make good any damage or injury to his Work or to the property of the Town resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Town. He shall adequately protect adjacent private and public property, as provided by law and the Contract Documents. He will notify owners of adjacent utilities when prosecution of the Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in the above paragraphs caused, directly or indirectly, in whole or in part, by the Contractor, Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault of the Contract Drawings or Specifications or to the acts or omissions of the Town or anyone employed by the Town or for whose acts the Town may be liable, and not attributable to the fault or negligence of the Contractor.

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 Town, is obligated to act, at his discretion, 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.

SUBCONTRACTS

As specified in the Contract Documents and prior to the execution and delivery of the Contract, the successful Bidder will submit to the Engineer for acceptance the following:

- (1) a list of all Subcontractors;
- (2) a list of such other persons or organizations proposed to perform portions of the Work, including those who are to furnish materials or equipment fabricated to a special design.
- (3) a percentage breakdown based on Contract Unit prices proving that the prime contractor's workforce will be completing 50% of the contract work.

Prior to the execution and delivery of the Contract, the Engineer will notify the successful Bidder in writing if the Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Contract shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the Engineer to reject defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town, or the Engineer or any obligation on the part of the Town or the Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law.

The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

SUBSTANTIAL COMPLETION

Upon written notice from the Contractor that the Project is complete, the Engineer, as representative of the Town, will make an inspection with the Contractor, will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

After the Contractor has completed any such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Town will issue a Certificate of Substantial Completion and the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such supporting data as the Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the Town) of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished there under. In lieu thereof and as approved by the Town, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all material, equipment, tools and labor bills, and other indebtedness connected with the Work for which the Town or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Town to indemnify it against any lien.

If, on the basis of his observation and review of the Work during construction, his inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to the Town for payment. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the Application.

Final payment shall constitute ninety-five percent (95%) of the final Contract amount. The remaining five percent (5%) will be payable in accordance with the provisions stated herein. The Town will, within thirty (30) days of receipt of an approved final Application for Payment, pay the Contractor the amount approved by the Engineer.

SUBSURFACE UTILITIES

Subsurface information which may be contained in these Contract Documents has been developed from the best available records, the accuracy of which cannot be guaranteed. These locations are subject to possible errors in the source of the information; also, errors in transcription. The Contractor shall make certain of the exact location of mains, ducts, poles and services prior to excavation near utility lines. The Contractor shall cooperate fully with the various utilities and shall plan his Work so that least interference is caused for all parties concerned. The various utility companies will make all adjustments to their own lines except as otherwise shown on the Contract Drawings or detailed in the Contract Specifications. **The Contractor shall give ample notice to "Call Before You Dig" so that existing lines can be marked in the field and adjustments made.** If, in the course of construction, conditions are found which result in changes of alignment and/or delays necessitating the rescheduling of the Contractor's operation, such changes in alignment or rescheduling of operations shall not constitute the basis of a claim for extra payment. **It is anticipated that the Contractor will provide for contingencies which may confront him during the execution of the Work in the preparation of his bid.**

The Contractor shall support all utility lines uncovered due to trench excavation in accordance with the requirements of the specific utility company.

SUPERVISION

The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.

The Contractor will keep a Resident Superintendent, satisfactory to the Engineer, on the site at all times. The Superintendent shall not be replaced without the consent of the Engineer except under extraordinary circumstances. The Superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents, servants or employees, or any other persons performing any of the Work.

TESTING AND INSPECTION

If the Contract Documents, Engineer's instructions, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specially inspected, tested or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness therefore. The Contractor will furnish the Engineer the required certificates of inspection, testing, or approval. If the inspection is to be made by another authority other than the Engineer, the date fixed for such inspection shall be provided. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the Engineer, it must, if directed by the Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

Any Work which fails to meet the requirements of any such test, inspection or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided.

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor, shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Contractor shall notify the Town of East Hartford Engineering Division 24 hours prior to beginning any storm drainage, roadway preparation, paving, sidewalk, curbing, streetline monumentation, property corner pins, etc. to schedule inspections. The division can be reached between 8:30 a.m. to 4:30 p.m. Monday thru Friday at 1-860-291-7380.

The Contractor shall notify the Town of East Hartford Inspections and Permits Department 24 hours prior to the beginning any interior building construction to schedule inspections. All shop drawings, material submittals and permit fees must be approved by the department prior to the start of any work. The department can be reached between 8:30 a.m. to 4:30 p.m. Monday thru Friday at 1-860-291-7340

WARRANTY OF WORK

The Contractor warrants and guarantees to the Town and the Engineer that all materials and equipment will be new unless otherwise specified, and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in herein. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

If required by the Engineer prior to the issuance of the Certificate of Substantial Completion, the Contractor will promptly, without cost to the Town and as required by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Engineer, the Town may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

If, prior to completion of the punch list resulting from the final inspection at expiration of the warranty period, any Work is found to be defective, the Contractor will, promptly without cost to the Town and in accordance with the Town's written instructions, either correct such defective Work, or, if it has been rejected by the Town, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

Five percent (5%) of the total Contract Price shall be retained by the Town for a period of one (1) year after substantial completion of the Contract to allow appearance of any defect in materials and workmanship. Within this one (1) year period, the Contractor shall remedy any defective Work appearing and pay for any damages to other Work caused by such defective Work, or occasioned in correcting same. If the Town determines the defective Work creates a situation requiring immediate attention, the Town may have the defective Work removed and replaced. All direct and indirect costs, including compensation for professional services, will be paid by the Contractor. If an excessive amount of defective Work appears during the one (1) year period after the substantial completion, the Town, upon written notice to the Contractor, may extend the retainage period for an additional year.

SECTION 3
PROJECT-SPECIFIC REQUIREMENTS

NOTICE TO CONTRACTOR - GENERAL

Disposal of Surplus Material:

All surplus excavated material shall become the property of the Contractor, except where otherwise specifically noted in the Contract Documents or required for other portions of the Work as directed by the Engineer. The Contractor shall remove and legally dispose of such surplus material not required for other portions of the job and legally dispose of same.

Protection of Existing Generator, Concrete Generator Pad and Bollards:

The Contractor shall be made aware during construction activities to protect the existing Generator, Concrete Generator Pad and Bollards. Any damage from construction activities performed by the Contractor will be repaired at the Contractors expense to the full satisfaction of the Town of East Hartford.

NOTICE TO CONTRACTOR - PERMITS

Connecticut Department of Transportation-Encroachment Permit:

The Contractor shall be aware that an Encroachment Permit is required for work performed within the Main Street Right of Way. The Contractor is responsible for obtaining this permit and is responsible for adherence to all provisions contained within this permit.

Town of East Hartford Inspections and Permit:

The Contractor shall be aware that a plumbing permit is required through the Town of East Hartford Inspections and Permits for all work be performed within the interior of the existing building. All plumbing work must be performed by a Sate of Connecticut licensed plumber. Contractor shall submit all shop drawings and submittals to the Inspections and Permits Department for approval prior to the commencement of any work. The Contractor is responsible for scheduling of all necessary inspections. The Contractor shall obtain all necessary approvals for the Certificate of Occupancy. Permits may be obtained at the Town Hall Inspections and Permits office Monday-Friday 8:30am-4:30pm-740 Main Street East Hartford,Ct 06108.

Town of East Hartford Engineering Division Permit:

The Contractor shall be aware that any work being performed on Town of East Hartford property or within the Town of East Hartford's Right of Way requires a permit from the Engineering Division. The Contractor must pay a \$50.00 license fee which expires on Dec 31st and a \$35.00 permit fee. Since this is a Town project, the permit fee will be waived. The Contractor is responsible for scheduling of all necessary inspections. Permits may be obtained at the Town Hall Engineering Division office Monday-Friday 8:30am-4:30pm-740 Main Street East Hartford,Ct 06108.

Metropolitan District Commission (MDC) Permits:

The contractor shall be aware that any work related to the connection to the existing sewer lateral will require a permit from the MDC. Permits may be obtained at the MDC Customer Service Center located at 60 Murphy Road, Hartford,Ct. 1-860-278-7850 extension 3600. The Contractor will be required to connect to the proposed oil/water separator to the existing sewer lateral by installing a flexible Fernco Tap Saddle or approved equal or as directed by the MDC or Engineer. The Contractor is responsible for scheduling of all inspections and obtaining all necessary approvals from the MDC prior to backfilling.

NOTICE TO CONTRACTOR - FIRE DEPARTMENT COORDINATION

Due to the location of this project at an active firehouse, special coordination must be done between the contractors operations and the functional use of this facility. The Contractor must be in daily communication with the firehouse captain as to his schedule of operations. The Contactor is responsible to submit for approval a construction phasing and schedule that will cause the least impact to the operations of this facility. During construction activities, the Fire Chief will allow the fire truck to be parked in the rear perking lot, while work is being performed on the upper driveway section. The Contractor must be made aware that at all times the truck must be able to have safe access to and from this rear parking lot to respond to emergencies.

Contact Information:

Fire Chief

Chief John Oates
31 School Street
East Hartford,Ct. 06108
1-860-291-7403
joates@easthartfordct.gov

Fire House Captain

Captain Robert Jano
1692 Main Street
East Hartford, Ct. 06108
rjano@easthartfordct.gov

NOTICE TO CONTRACTOR - MDC COORDINATION

The Contractor shall be aware that significant coordination is required with the MDC for the connection of the proposed oil/water separator to the existing sanitary sewer lateral. Permits may be obtained at the MDC Customer Service Center located at 60 Murphy Road, Hartford, CT. 1-860-278-7850 extension 3600. The Contractor shall make the appropriate connection to the existing sewer lateral per MDC Standards or as directed by the MDC Inspector or Engineer. The Contractor is responsible to contact the MDC for scheduling of inspections and obtaining the necessary approvals from the MDC prior to backfilling. Copies of these approvals must be transmitted to the Engineer.

NOTICE TO CONTRACTOR – UTILITY RELOCATION

Overhead and/or underground utility lines may be in conflict with the required temporary or permanent construction or the equipment necessary to perform this required construction. The actual relocations (permanent or temporary) are the responsibility of the individual utility owners. However, the Contractor is required to coordinate the exact location and timing of all utility relocations with the individual utility owners, and to phase his construction operations as shown on the plans or as required to accommodate all (temporary or permanent) utility relocations. In addition to field meetings and correspondence, this coordination may include staking locations, excavation and temporary grading, providing access to existing and future utility pole and conduit locations, or other physical work as required to allow for utility relocation work. The Contractor shall engage in the necessary coordination of utility relocations and associated work at no additional cost to the project or owner, and shall have no right to additional compensation for delays or staging and phasing of his work because of utility relocation work.

The Contractor's schedule of operations and construction phasing plans, if different from the sequence of construction, shall show the anticipated utility relocations in the sequence of construction.

The Contractor must coordinate with each utility owner and develop their own schedule of utility relocation work and time required to complete this work based upon their own operational plan and equipment.

The following utility companies have facilities within the project limits:

1. Electric - Northeast Utilities Service Company
2. Cable – Comcast of Connecticut, Inc. dba Comcast/Hartford
3. Telephone - Southern New England Telephone dba AT&T Connecticut
4. Communication – Fiber Technologies Networks, LLC
5. Communication – Level 3 Communications
6. Communications – WilTel Communications, LLC
7. Natural Gas - Connecticut Natural Gas Corp. (CNG)
8. Water & Sanitary Sewer - Metropolitan District Commission (MDC)

NOTICE TO CONTRACTOR – MISCELLANEOUS EXTRA WORK

An arbitrary amount of money for this item has been fixed by the Engineer in the Bid Proposal section of this contract to provide an account to pay for miscellaneous extra work on the job found necessary by and order done by the Engineer. Payment will be made under this item only if the Contractor performs extra work ordered done by the Engineer.

The Engineer may order work, which is not covered in any other bid item, done under this item on force account basis or at a mutually agreed upon unit prices, as provided for under the Contract Agreement.

For large construction equipment (exclusive of small tools) and vehicles, owned by the Contractor, used for extra work and paid for as described in the Contract Agreement, reasonable and fair rental rates will be allowed and paid for use, provided such rates do not exceed 80% of the rental rate for similar equipment as indicated in the latest edition of “Compilation of Rental Rates for Construction Equipment” as prepared and published by Associated Equipment Distributors, Chicago and further provided:

- A. That the rental rates plus 15% provided in the Contract Agreement will include fuel, oil, repairs, taxes, insurance, depreciation, and all attachments, all complete, ready to operate, but excluding operators.
- B. Operators of equipment will, in general, be included in payments for labor on extra work and not included in the rental rates for the equipment.
- C. Daily rentals rates will be paid for days and/or fractions of days for periods of less than five working days. When the use of any piece of equipment exceeds five days or more, weekly or monthly rental rates will be used. Rents for fraction of a day, week or month will be figured pro rated.

If equipment and vehicles are rented by the Contractor from other parties for use on additional work, the Town will allow, as part of the cost, the actual net rentals paid by the Contractor. These are to be allowed as provided in (A), (B), and (C) above and further provided:

- D. Such rentals or rates of rentals are reasonable and not more than those customary. These are to be allowed as provided in (A), (B), and (C) above and paid in the vicinity of East Hartford for such equipment when used on other portions of the work under this Contract.
- E. No rental rates shall exceed the rental rate for similar equipment as indicated in the latest edition of “Compilation of Rental Rates for Construction Equipment” referred to previously.

ITEM #201001A-CLEARING AND GRUBBING

DESCRIPTION:

Add the following:

Work under this section shall include the removal and resetting of an existing flag pole to the location shown within the contract documents or as directed by the Engineer or Firehouse Captain.

CONSTRUCTION METHODS:

Remove paragraph 5 and insert the following:

The Contractor shall notify the Town of East Hartford's tree warden for trees to be removed as part of this project. All trees to be removed shall be posted for 10 days and a notice is to be left at each affected property which is the responsibility of the Contractor.

The Contractor shall follow the Town of East Hartford's tree warden requirements for the removal of trees.

The Contractor shall carefully remove the existing flag pole and relocate it to the location shown on the plans or as directed by the Engineer. Any damage to the flag pole is the responsibility of the Contractor. Excavation associated with this work shall be included.

METHOD OF MEASUREMENT:

Revise paragraph 4 and insert the following:

The work, materials, tools, equipment and labor incidental to the disposal of trees, stumps, removal and relocation of an existing flag pole, excavation, backfilling etc., will not be measured for payment.

BASIS OF PAYMENT:

Revise paragraph 2 and insert the following:

All costs incidental to the disposal of trees, stumps, removal and relocation of an existing flag pole, excavation, backfilling, etc., will be included in the price of "Clearing and Grubbing."

ITEM #202529A – CUT BITUMINOUS CONCRETE PAVEMENT

CONSTRUCTION METHODS:

Section 2.02.03 Construction Methods shall be amended as follows:

Wherever portions of existing bituminous concrete pavement are to be removed, they shall be removed to neat lines shown on the plans, or as directed by the Engineer. Where the delineated limits of the areas in which such bituminous surfaces are to be removed are adjacent to existing bituminous concrete pavement that is to remain in place, the line of delineation shall be sawcut.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #202529A	CUT BITUMINOUS CONCRETE PAVEMENT	L.F.

ITEM #205001A-TRENCH EXCAVATION 0'-4'

Work under this item **not** associated with the installation of the Oil/Water Separator 1000 gallon, as indicated on the plans, shall conform to the applicable provisions of Section 2.05 of the Standard Specifications Form 816.

Work under this item associated with the installation of the Oil/Water Separator 1000 gallon shall be amended as follows:

MATERIALS:

All backfill associated with the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sewer lateral shall be in accordance with Metropolitan District Commission standards and specifications of the approved material for sewer lateral connections.

CONSTRUCTION METHODS:

The Contractor shall provide all trench excavation necessary for the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sanitary sewer lateral per Metropolitan District Commission standards and specifications.

The Contractor shall provide all shoring necessary for the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sanitary sewer lateral.

The Contractor shall provide all backfill necessary for the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sanitary sewer lateral per Metropolitan District Commission standards and specifications.

The Contractor is responsible for the proper compaction of all trench backfill associated with the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sanitary lateral per Metropolitan District Commission standards and specifications.

The Contractor is responsible for obtaining any permits and scheduling inspections prior to backfilling of the trenches associated with the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sanitary sewer lateral per Metropolitan District Commission standards and specifications.

METHOD OF MEASUREMENT:

Trench Excavation 0'-4' **not** associated with the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sanitary sewer lateral will be measured for payment by the actual number of cubic yards.

Trench Excavation 0'-4' associated with the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sanitary sewer lateral will not be measured for payment, but the cost shall be included in the lump sum price for Item #210040A-Oil/Water Separator 1000 Gallon.

BASIS OF PAYMENT:

Payment for Trench Excavation 0'-4' **not** associated with the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sewer lateral will be paid for at the contract unit price per cubic yard installed, completed and accepted by the Engineer, which price shall include all materials, equipment, tools and labor incidental thereto.

Payment for Trench Excavation 0'-4' associated with the installation of the Oil/Water Separator 1000 gallon inlet and outlet piping and connection to the existing sanitary sewer lateral shall be included in the lump sum bid price for Item #210040A-Oil/Water Separator 1000 Gallon.

ITEM #210040A-OIL/WATER SEPARATOR 1000 GALLON

DESCRIPTION:

Work under this item shall consist of furnishing and installation of a pre-cast 1000 gallon Oil/Water Separator as shown on the plans, at the location, to the lines and grades designated, or as directed by the Engineer and is in conformance with these specifications. Included with this item is structure excavation, bedding, backfilling, oil/water separator interior plumbing, epoxy resin sealant, exterior tank waterproofing, manhole frames and covers, trench excavation, shoring, inlet and outlet piping, elbows and fittings and vent piping with anchoring

MATERIALS:

The materials to be used in the construction shall be those indicated on the plans or ordered by the Engineer and shall conform to Article M.08.02.

Oil/Water Separator 1000 Gallon shall conform to United Concrete Products Inc. 1000 Gallon HS-20 Pre-Treatment Tank or approved equal. Tank design specification shall conform to ASTM C913. Concrete shall have a minimum 5000 PSI @ 28 days. Steel reinforcement shall meet ASTM A615-79 GR-60.

Interior Tank plumbing shall be constructed of 4" PVC Schedule 40 DWV Pipe or Cast Iron Pipe per the Metropolitan District Commission standard detail.

Manhole Frames and Covers shall conform to Metropolitan District Commission standards.

2" Vent Pipe shall conform to Metropolitan District Commission standards

4" Inlet piping shall be constructed with ductile iron that shall conform to ANSI A21.51 (AWWA C151) class to thickness designed per ANSI 21.50 (AWWA C150), Tar (Seal) coated and cement mortar lined per ANSI A21.1 (AWWA C104) unless otherwise specified, with push-on joints. Ductile iron pipe shall be Class 50 unless otherwise noted. Delivered pipe to include 5% +/- short joints.

4" Outlet piping shall be constructed with Schedule 26 PVC in conformance with Item #651744A-4" SDR 26 PVC Pipe. Piping shall meet ASTM D3034.

Bedding material shall be No. 6 stone conforming to Article M.01.01 of the Standard Specifications.

All elbows and fittings required for the separator inlet and outlet piping and connection to the existing sewer lateral shall be of the same type and size as indicated on the contract drawings. Wye connection to the existing sewer lateral shall conform to Metropolitan District Commission Standards

Epoxy petroleum resistant sealant shall be applied to the interior of the tank and extension to grade manhole sections.

Exterior of the tank and extension to grade manholes shall be coated with a waterproof foundation sealant. This includes the tank exteriors top and bottom.

Non-Shrink grout shall be utilized at all voids between inlet and outlet piping of the tank and foundation walls. Non-shrink grout shall conform to Article M.03.12 of the Standard Specifications Form 816.

Mortar shall conform to Article M.11.04.

Pervious material shall conform to Article M.02.05.

CONSTRUCTION METHODS:

Oil/Water Separator 1000 Gallons:

Tank shall have a minimum capacity sufficient to pre-treat the maximum daily flow proposed and no less than 1000 gallons. Tank shall be constructed of pre cast concrete.

Interior of the tank and extension to grade manholes shall be coated with an epoxy petroleum resistant sealant. Exterior of the tank and extension grade manholes shall be coated with a waterproof foundation sealant. This includes the tank top and bottom.

Structural seam of the tank shall be filled in with non-shrinking cement or water plug and coated with a waterproof sealant.

Voids between inlet and outlet piping of the tank shall be grouted with non-shrinking cement and coated with a waterproof sealant.

The tank shall have extensions to grade above the inlet and outlet piping. The extension shall have frames and manhole covers. The manholes, extensions and accesses to the tank shall be at least 24 inches in diameter.

Metal fittings for manhole shall be set in full mortar beds or otherwise secured as shown on the plans.

The outlet piping shall utilize a tee-pipe on the interior of the tank. The tee-pipe shall be equipped with a stand pipe riser extending up the extension to grade but no closer than eight (8) inches from the manhole cover. The tee-pipe shall extend six (6) to twelve (12) inches from the bottom of the tank.

The inlet extension to grade shall be provided with a vent line which extends eight (8) feet above finished grade and properly secured to the building. The size of the vent line shall be half the size of the outlet discharge line.

The horizontal structural seam of the tank shall be located above the static liquid level of the tank.

The incoming pipe shall not include any sources of domestic wastewater.

The outlet pipe shall be connected to the existing sanitary sewer lateral per Metropolitan District Commission standards.

The outlet pipe shall be at least the size of the inlet pipe or greater and of a minimum should be 4 inches in diameter.

If heavy piping, such as cast iron is used, all piping must be structurally secured.

The concrete covers provided by the oil/water separator manufactures must be removed and discarded.

Tank shall receive 6" of bedding material installed prior to setting the tank. Bedding material shall be No. 6 stone conforming to Article M.01.01 of the Standard Specifications Form 816.

Trench Excavation:

Trench excavation required for the installation of the inlet and outlet piping including connection to the existing sewer lateral shall be done in accordance with Metropolitan District Commission standards.

The Contractor is responsible for temporary support of all existing utilities. Any damage to these utilities will be the responsibility of the Contractor.

The Contractor is responsible for any shoring necessary to complete this work.

METHOD OF MEASUREMENT:

Oil/Water Separator 1000 gallon will be measured for payment as a whole unit complete, approved, functioning, which price shall include structure excavation, bedding, backfilling, oil/water separator interior plumbing, epoxy resin sealant, exterior tank waterproofing, manhole frames and covers, trench excavation, shoring, inlet and outlet piping, elbows and fittings, vent piping with anchoring, and concrete coring of the existing foundation wall, equipment, tools, materials and labor incidental thereto.

Structure excavation will not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

Bedding material for the bottom of the tank and separator inlet and outlet piping will not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

Backfilling of the Oil/Water Separator will not be measured for payment, but cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

Oil/Water separator interior plumbing will not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

Epoxy resin sealant for the interior of the separator will not be measured for payment, but the cost shall be included in the bid price for oil/Water Separator 1000 gallon.

Exterior tank waterproofing will not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

Manhole frames and covers will not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

Trench excavation associated with the separators inlet and outlet piping and connection to the existing sewer lateral will not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator.

Shoring needed for the installation of the separator and inlet and outlet piping trench excavation shall not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

Inlet and outlet piping associated with the separator of the size and type indicated on the contract drawings shall not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

Elbows and fittings required for all pipe connections shall not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

Vent piping with anchoring shall not be measured for payment, but the cost shall be included in the bid price for Oil/Water Separator 1000 gallon.

BASIS OF PAYMENT:

This work will be paid for at the lump sum price for "Oil/Water Separator 1000 gallon", furnishing and installing, approved, complete in place, which price shall include structure excavation, bedding, backfilling, oil/water separator interior plumbing, epoxy resin sealant, exterior tank waterproofing, manhole frames and covers, trench excavation, shoring, inlet and outlet piping, elbows and fittings, vent piping with anchoring, equipment, tools, materials and labor incidental thereto.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #210040A	OIL/WATER SEPARATOR 1000 GALLON	L.S.

ITEM # 212001A-SUBBASE

DESCRIPTION:

Work under this item consists of the Contractor shaping and compacting Grading "C" Subbase material in locations where the Engineer has determined the existing subbase material to be inadequate. Work under this item shall conform to the applicable provisions of Section 2.12 of the Standard Specifications Form 816, except where amended herein.

MATERIALS:

Subarticle 2.12.02-Materials:

Delete the last sentence of this subarticle and replace it with the following:
"Grading 'C' shall be used."

METHOD OF MEASUREMENT:

The work will be measured for payment by the accepted number of cubic yards of "Subbase", complete and in place.

BASIS OF PAYMENT:

The furnishing and installation of SUBBASE shall be paid for at the contract price per cubic yard. Payment shall include all labor, equipment, cleaning of pavement surface, material disposal, and incidentals necessary to complete the work described.

Excavation of existing subbase materials as required shall be measured and paid for separately under "Earth Excavation."

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #212001A	SUBBASE	C.Y.

ITEM #219011A – SEDIMENT CONTROL SYSTEM AT CATCH BASIN

DESCRIPTION:

This work shall consist of furnishing, placing, maintaining and removing Siltsack® sedimentation control device at catch basins shown on the plans or as directed by the Engineer. Maintaining shall include the cleanout and proper disposal of accumulated sediment.

MATERIALS:

Siltsac® sedimentation control device or approved equal

Siltsac® sedimentation control device is manufactured by:

ACF Environmental, Inc.
2831 Cardwell Road
Richmond, Virginia 23234
Phone: 1-800-448-3636
Fax: 1-804-743-7779
www.acfenvironmental.com

CONSTRUCTION METHODS:

Sediment Control System at Catch Basin shall be installed by the Contractor at locations shown on the plans or as directed by the Engineer in accordance with the manufactures installation instructions and details shown on the plans.

METHOD OF MEASUREMENT:

This work will be measured for payment by the actual number of catch basins installed and accepted with a Sediment Control System at Catch Basin installation.

BASIS OF PAYMENT:

This work will be paid for at the contract unit price for each “Sediment Control System at Catch Basin” complete in place, which price shall include all materials, equipment, tools, and labor incidental to the installation, maintenance, replacement, removal and disposal of the system and surplus material. No payment shall be made for the cleanout of accumulated sediment.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #219011A	SEDIMENT CONTROL SYSTEM AT CATCH BASIN	EA.

ITEM #404202A - FULL-DEPTH PATCH REPAIR

DESCRIPTION:

Work under this item consists of the Contractor constructing pavement repairs at proposed concrete driveway ramp locations involving unclassified excavation followed by the installation of new compacted processed aggregate base and the installation of hot mix asphalt (HMA) to match existing pavement cross section or as directed by the Engineer. Where the soil in the bottom of the excavation is found to be unsuitable, the Engineer shall order it removed and replaced with Grading "C" Gravel Subbase material as required and as directed by the Engineer. This work and material will be included in the unit price bid for "Full-Depth Patch Repair"

The work shall be comprised of the following:

Patch Excavation -Unclassified: Total depth as required to excavate to the bottom of the Processed Aggregate Base of the proposed concrete driveway apron.

Processed Aggregate Base: Match existing roadway cross section

Hot Mix Asphalt (HMA): Match existing roadway cross section
(Class 2) 4" minimum in two equal lifts

Earth Excavation: As required and as directed by the Engineer

Grading "C" Gravel Subbase: As required and as directed by the Engineer

The four inch depth is the minimum depth. If the original pavement is thicker the four inches, the minimum depth shall be increased to the depth of the existing pavement. No single lift shall exceed two inches in thickness.

MATERIALS:

- A. **Processed Aggregate Base.** The requirements of Section M.05.01
- B. **Grading "C" Gravel Subbase.** The requirements of Section M.02 Grading C Gravel apply.
- C. **HMA Courses.** The requirements of Section 4.06 entitled Hot Mix Asphalt Pavements apply. The hot mix asphalt mixtures to be used for this item shall be bituminous concrete class 2.

CONSTRUCTION DETAILS:

A. Patch Excavation. Full-Depth Patch Repair excavation shall consist of the removal and satisfactory disposal of all materials, the removal of which is necessary for the proper completion of the work. Total depth as required to excavate to the bottom of the Processed Aggregate Base depth of the proposed concrete driveway apron. The installation of hot mix asphalt (HMA) to match existing pavement cross section or as directed by the Engineer.

1. Make the excavation square or rectangular with faces straight and vertical.
2. The Contractor may use pavement saw-cutting or milling or equipment approved by the Engineer which will not damage adjacent pavement. A jack-hammer and compressor will not be allowed for cutting the pavement surface.

B. Earth Excavation and Granular Subbase. Where the soil in the bottom of the patch is found to be unsuitable, the Engineer shall order it removed and replaced with Grading "C" Gravel. The subbase shall be placed in lifts not be exceed 6" and shall be constructed to allow proper placement and thickness of the base and HMA materials. The subbase materials shall be compacted to a minimum of 95% of laboratory modified proctor, AASHTO T-180.

C. Processed Aggregate Base. The base shall consist of two equal lifts of granular material constructed to a total compacted depth of 9 inches. Compact the subgrade to a minimum of 95% of laboratory modified proctor, AASHTO T-180.

Place the aggregate base in two equal lifts, compacting each lift to a minimum of 95% of laboratory modified proctor, AASHTO T-180. The surface of the processed aggregate base course shall be prepared such that the compacted thickness of the HMA material shall not be less than that specified in Table 1.

D. HMA. Swab or paint the existing vertical faces of the pavement with approved emulsified asphalt such that a uniform film of asphalt will remain when cured.

Place the intermediate binder course(s) using approved methods and compact to a minimum of 92% of maximum theoretical specific gravity using power rollers or other mechanical methods to achieve satisfactory results.

The perimeter of the patch shall be painted with tack coat or approved equal such that a 4" wide strip will be equally spaced on the new and existing pavement. The tack coat material shall be dusted with stone screenings or stone dust such that no tracking or pick-up of the seal will occur.

- E. Traffic Control.** The Contractor shall control and protect public traffic adjacent to and within the project site. The Contractor shall provide a traffic control plan conforming to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition and Connecticut Department of Transportation (ConnDOT) Construction Traffic Control Plans as specified in these special provisions.

No open excavations or partially completed patches shall be left open or uncompleted overnight.

METHOD OF MEASUREMENT:

The work will be measured for payment by the accepted number of square yards of "Full-Depth Patch Repair," of the type specified, complete and in place.

There will be no direct measurement for payment of the sawcutting, excavation, disposal of materials, installation of processed aggregate base course, preparation of the patch, tack coating and construction of the required depth of HMA Intermediate Course(s). This work and material will be included in the unit price bid for "Full-Depth Patch Repair"

Where the soil in the bottom of the excavation is found to be unsuitable, the Engineer shall order it removed and replaced with Grading "C" Gravel Subbase material as required and as directed by the Engineer. This work and material will be included in the unit price bid for "Full-Depth Patch Repair"

BASIS OF PAYMENT:

The furnishing and installation of 'Full-Depth Patch Repair' of the type specified shall be paid for at the contract price per square yard. The unit price shall include sawcutting, excavation, furnishing and installing processed aggregate base course, HMA pavement, tack coat, in accordance with the specifications and as ordered by the Engineer. Payment shall include all labor, materials, equipment, cleaning of pavement surface, material disposal, and incidentals necessary to complete the work described.

Over-excavation and placement of Grading "C" Gravel Subbase, as required and as directed by the Engineer, shall also be considered included in this pay item.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #404202A	FULL-DEPTH PATCH REPAIR	SY

ITEM # 0601365A – CONCRETE DUMPSTER PAD AND ENCLOSURE

DESCRIPTION:

Work under this item shall consist of the installation of a concrete dumpster pad in the locations, and to the dimensions and details shown on the Plans, or as ordered by the Engineer, and in accordance with these specifications. Also included with this item is the installation of a 6' high chain link fence dumpster pad enclosure with a swinging gate. Chain link fence shall have 2" PVC filler strips installed for privacy.

MATERIALS:

Concrete Dumpster Pad:

Concrete for this work shall conform to the requirements listed below:

East Hartford Concrete Mix

Cement	(7sacks)	658 lbs.
Sand		1300 lbs.
½" crushed stone		720 lbs.
¾" crushed stone		1080 lbs.
Water		34 gals.
Air-entrainment		5 - 7%
Slump		3 in. (max.)
Strength	(28 day)	4000 PSI (min.)

The concrete shall be sealed with Consolideck Saltguard WB by ProSoCo, Inc., 3741 Greenway Circle Lawrence, Kansas 66046, telephone number (800) 255-4255 or approved equal. The sealant shall meet the test requirements outlined in NCHRP 244, ASTM E 514 and ASTM C 672.

Gravel base shall be compacted granular fill and conform to the requirements of Article 2.14.02.

Reinforcement shall conform to requirements of Article M.06.01.

6' Chain Link Fence Enclosure:

Work and materials for this element shall conform to the requirements of Section 9.13-Chain Link Fence.

Chain Link fence line posts shall be 2 1/2" O.D. 16 gauge galvanized.

Chain Link fence gate posts shall be 3" O.D. 11 gauge galvanized.

Chain link fence top, bottom, and middle rails shall be 1 5/8" O.D. 16 gauge galvanized.

Privacy slats shall be made of PVC and shall be color Green.

CONSTRUCTION METHODS:

1. Excavation – Excavation shall be made to the required depths below the finished grade, as shown on the Plans or as directed by the Engineer. All soft and yielding material shall be removed and replaced with suitable material.
2. Gravel Base – The provisions of Article 2.14.03 shall apply.
3. Forms – Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. If made of wood, they shall be of 2-inch surfaced plank except that, at sharp curves, thinner material may be used. If made of metal, they shall be of approved section and shall have a flat surface on the top. Forms shall be of a depth equal to the depth of the pad. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before concrete is placed against them.
4. Concrete Dumpster Pad – The concrete shall conform to the East Hartford Concrete Mix design listed in the materials section of this specification.
5. Finishing – The surface of the concrete shall be finished with a wood float or by other approved means producing a medium broom finish. The outside edges of the slab and all joints shall be edged with a 1/4 –inch radius edging tool. Each slab shall be divided into sections as shown on the Plans by forming dummy joints with a jointing tool.
6. Backfilling and Removal of Surplus Material – The sides of the pad shall be backfilled with material as shown on the Plans. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer.
7. Reinforcement – The provisions of Article 6.02.03, pertaining to reinforcing, shall apply.
8. All chain link dumpster enclosure line posts shall be set in a poured concrete footings.

METHOD OF MEASUREMENT:

This work will be measured for payment as follows:

1. Concrete Dumpster Pad – This work will not be measured for payment, but the cost shall be considered as included in the price bid for the Concrete Dumpster Pad and Enclosure.
2. Excavation, Backfill and Disposal of Surplus Material – Excavation below the finished grade of the pad, backfilling, and disposal of surplus material will not be measured for payment, but the cost shall be included in the price bid for the Concrete Dumpster Pad and Enclosure.
3. Gravel Base – This work will not be measured for payment, but the cost shall be considered as included in the bid price for the Concrete Dumpster Pad and Enclosure.
4. Reinforcement – This work will not be measured for payment, but the cost shall be considered as included in the price bid for the Concrete Dumpster Pad and Enclosure.

5. 6' Chain Link fence and gate- This work will not be measured for payment, but the cost shall be considered as included in the price bid for the Concrete Dumpster Pad and Enclosure.
6. Sealant- This work will not be measured for payment, but the cost shall be considered as included in the price bid for the Concrete Dumpster Pad and Enclosure.

BASIS OF PAYMENT:

This work will be paid for at the contract unit price per cubic yard for “Concrete Dumpster Pad and Enclosure”, complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, concrete, reinforcement, 6' Chain Link fence enclosure with gate, concrete sealant, and all equipment, tools and labor incidental thereto.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #60136A	CONCRETE DUMPSTER PAD AND ENCLOSURE	EA.

ITEM #651001A-BEDDING MATERIAL

Work under this item **not** associated with the installation of the Oil/Water Separator 1000 gallon, as indicated on the plans, shall conform to the applicable provisions of Section 6.51 of the Standard Specifications Form 816. Bedding material type has been amended as follows.

Work under this item associated with the installation of the Oil/Water Separator 1000 gallon shall be amended as follows.

MATERIALS:

Remove requirements stated in Article M.08.01. Insert the requirements as follows:

Bedding Material: This material shall be No. 6 stone conforming to Article M.01.01 to be used instead of sand or sandy soil.

CONSTRUCTION METHODS:

The Contractor shall provide all bedding material necessary for the installation of the Oil/Water Separator 1000 gallon, Separator inlet and outlet piping, storm drainage structures and storm drainage piping as described within this specification.

METHOD OF MEASUREMENT:

Bedding Material **not** associated with the installation of the Oil/Water Separator 1000 gallon and separator inlet and outlet piping, shall be measured for payment as described in Section 6.51.04.

Bedding Material associated with the installation of the Oil/Water Separator 1000 gallon and separator inlet and outlet piping will not be measured for payment, but the cost shall be included in the lump sum price for Item #21004A-Oil/Water Separator 1000 Gallon.

BASIS OF PAYMENT:

Payment for bedding material **not** associated with the installation of the Oil/Water Separator 1000 gallon will be paid for at the contract unit price per cubic yard installed, completed and accepted by the Engineer, which price shall include all materials, equipment, tools and labor incidental thereto.

Payment for bedding material associated with the installation of the Oil/Water Separator 1000 gallon and separator inlet and outlet piping shall be included in the lump sum bid price for Item #210040A-Oil/Water Separator 1000 Gallon.

ITEM #651717A-6" DUCTILE IRON PIPE

ITEM #651722A-8" DUCTILE IRON PIPE

Work under this item shall conform to the applicable provisions of Section 6.51 of the Standard Specifications Form 816 amended as follows:

MATERIALS:

Type of Pipe

Ductile iron pipe shall conform to ANSI A21.51 (AWWA C151) class to thickness designed per ANSI 21.50 (AWWA C150), Tar (Seal) coated and cement mortar lined per ANSI A21.1 (AWWA C104) unless otherwise specified, with push-on joints. Delivered pipe to include 5% +/- short joints.

Class of Pipe

Ductile iron pipe shall be Class 50 unless otherwise noted.

Types of Fittings

Fittings shall be grey or ductile iron and shall conform to ANSI A21.10 (AWWA C110) or A21.53 (AWWA C153), and ANSI A21.11 (AWWA C111). Fittings shall be bolted mechanical joints or push-on joints unless otherwise indicated on the plans, bid items, or the special provisions. Fittings shall be tar (seal) coated and cement mortar lined per ANSI A21.4 (AWWA C104). Above grade fitting shall be flanged and from the list of approved manufactures.

BASIS OF PAYMENT:

6" Ductile Iron Pipe and 8" Ductile Iron Pipe will be paid for at the contract unit price per linear foot installed, completed and accepted by the Engineer, which price shall include all materials, equipment, tools and labor incidental thereto.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #651717A	6" DUCTILE IRON PIPE	L.F.
ITEM #651722A	8" DUCTILE IRON PIPE	L.F.

ITEM #651744A-4" POLYVINYL CHLORIDE PIPE

Work under this item shall conform to the applicable provisions of Section 6.51 of the Standard Specifications Form 816 except as modified herein.

MATERIALS:

The materials shall be JM Eagle's SDR-26, or approved equal, with gaskets meeting ASTM F477, and joints shall be in compliance with ASTM D3212.

The connection of new PVC pipe to existing pipe shall utilize couplings by Fernco Inc. or approved equal. Connections made to existing Metropolitan District Commission sewer laterals shall be made with approved MDC fittings.

4" SDR-26 fittings shall conform to ASTM D3034.

BASIS OF PAYMENT:

4" Polyvinyl Chloride Pipe will be paid for at the contract unit price per linear foot installed, completed and accepted by the Engineer, which price shall include all materials, fittings, equipment, tools and labor incidental thereto.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #651744A	4" POLYVINYL CHLORIDE PIPE	L.F.

ITEM #905017A-RESET STOCKADE FENCE

DESCRIPTION:

The work covered by this section consists of removing and resetting of an existing 6' stockade fence at the location indicated in the plans or by the Engineer.

MATERIALS:

The materials shall be components salvaged from the existing fence which is to be reset. The Contractor shall furnish all such additional materials required to reset the fence at the location shown on the plans or as directed by the Engineer. The Contractor shall also furnish all such additional new material for the replacement of existing materials which are damaged or otherwise unsatisfactory, in the opinion of the Engineer, for incorporation in the resetting of the fence. If it is determined that any of the materials cannot be reused in resetting the fence, the Contractor shall provide all new materials. All fence material or components parts furnished shall conform in type, size, kind and shape to those existing which they replace and shall be acceptable to the Engineer.

CONSTRUCTION METHODS:

The fence shall be set at the same location as existing or as directed by the Engineer. Posts and anchors shall be set at the same depth and spacing as the original fence. Permanent anchors, end posts or other parts which cannot be economically moved shall be replaced by equivalent construction. If any new materials require painting, they shall be painted to match the original materials as nearly as possible. If a match cannot be attained to the satisfaction of the Engineer, the entire fence will be painted. The reset fence shall be placed in at least as good condition as the existing fence before it was removed. If it is determined that the existing materials cannot be reused the Contractor shall install new fence.

METHOD OF MEASUREMENT:

The quantity of fence reset to be paid for will be the actual number of linear feet of fence that has been acceptably reset. Measurement will be made along the fence after it has been reset from center of end post to center of end post..

BASIS OF PAYMENT:

This work shall be paid for at the contract unit price per linear foot for "Reset Stockade Fence", complete in place, which price shall include all materials, equipment, tools, excavation, backfill, disposal of surplus material and labor incidental thereto.

ITEM NO.
ITEM #905017A

DESCRIPTION
RESET STOCKADE FENCE

UNIT
L.F.

ITEM #921002A – CONCRETE SIDEWALK-8”

Concrete Sidewalks shall be constructed in accordance with Article 9.21, supplemented as follows:

MATERIALS is to be amended by the following:

The materials for this work shall conform to the following requirements for the concrete mix design:

<u>East Hartford Sidewalk Mix</u>		
Cement	(7sacks)	658 lbs.
Sand		1300 lbs.
½” crushed stone		720 lbs.
¾” crushed stone		1080 lbs.
Water		34 gals.
Air-entrainment		5 - 7%
Slump		3 in. (max.)
Strength	(28 day)	4000 PSI (min.)

Expansion Joint Material shall be 0.5 in. thick and the full depth of the concrete slab as well as comply with Article M.03.01-05 for Preformed Bituminous Cellular Type or approved equal.

Reinforcement shall conform to the requirements of Article M06.01.

The concrete sidewalk shall be sealed with Consolideck Saltguard WB by ProSoCo, Inc., 3741 Greenway Circle Lawrence, Kansas 66046, telephone number (800) 255-4255 or approved equal. The sealant shall meet the test requirements outlined in NCHRP 244, ASTM E 514 and ASTM C 672.

CONSTRUCTION METHODS Add the following:

Forms: Expansion joint filler material shall be installed at the intervals indicated on the plans.

Finishing: The surface of the concrete shall receive a medium broom finish.

Removal of existing sidewalk for the installation of new sidewalk shall be made at an existing joint utilizing a saw cut where necessary to provide a clean vertical edge. Saw cut shall not be measured for payment but shall be included in the unit cost for the new sidewalk installed.

METHOD OF MEASUREMENT Add the following:

Concrete Sidewalk: This work will be measured by the actual number of square feet of completed and accepted Concrete Sidewalk of type specified.

Expansion Joint Material: This material will not be measured for payment, but the cost shall be included in the Bid price for Concrete Sidewalk of the type specified.

Sealant: The sealant will not be measured for payment, but the cost shall be included in the Bid price for Concrete Sidewalk of the type specified.

BASIS OF PAYMENT is to be supplemented by the following:

This work will be paid for at the contract unit price per square foot for “Concrete Sidewalk”, of the type specified, approved, complete in place, which price shall include all excavation, sawcut, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, reinforcement, expansion joint material, equipment, tools, materials and labor incidental thereto. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Concrete Sidewalk. The sealant will not be measured for payment, but the cost shall be included in the Bid price for Concrete Sidewalk of the type specified.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #921002A	CONCRETE SIDEWALK-8”	S.F.

ITEM #924004A - CONCRETE DRIVEWAY RAMP

Work under this item shall conform to the applicable provisions of Section 9.24 of the Standard Specifications Form 816 amended as follows:

MATERIALS is to be amended by the following:

The materials for this work shall conform to the following requirements for the concrete mix design.

<u>East Hartford Sidewalk Mix</u>		
Cement	(7sacks)	658 lbs.
Sand		1300 lbs.
½” crushed stone		720 lbs.
¾” crushed stone		1080 lbs.
Water		34 gals.
Air-entrainment		5 - 7%
Slump		3 in. (max.)
Strength	(28 day)	4000 PSI (min.)

The concrete driveway ramp shall be sealed with Consolideck Saltguard WB by ProSoCo, Inc., 3741 Greenway Circle Lawrence, Kansas 66046, telephone number (800) 255-4255 or approved equal. The sealant shall meet the test requirements outlined in NCHRP 244, ASTM E 514 and ASTM C 672.

CONSTRUCTION METHODS:

Removal of existing concrete driveway for the installation of new driveway shall be made at an existing joint utilizing a saw cut where necessary to provide a clean vertical edge. Saw cut shall not be measured for payment but shall be included in the unit cost for the new driveway ramp installed.

METHOD OF MEASUREMENT:

Delete Paragraph #1 and replace with the following:

- Concrete Driveway Ramp:** This work will be measured for payment by the actual number of square yards of complete and accepted concrete driveway ramp.
- Sealant:** The sealant will not be measured for payment, but the cost shall be included in the Bid price for Concrete Driveway Ramp.

BASIS OF PAYMENT:

Delete Article 9.24.05 and replace with the following:

This work will be paid for at the contract unit price per square yard for “CONCRETE DRIVEWAY RAMP”, complete in place, which price shall include all excavation as specified above, saw cuts, backfill, disposal of surplus materials, and all materials, equipment, tools and labor incidental thereto.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #924004A	CONCRETE DRIVEWAY RAMP	S.Y.

ITEM #944001A-FURNISH AND PLACING TOPSOIL

DESCRIPTION:

Topsoil furnished by the CONTRACTOR shall consist of a natural friable surface soil without admixtures of undesirable subsoil, refuse, or foreign materials. It shall be free from refuse, stumps, roots, hard clay, coarse gravel, stones larger than 1/2 inches in any dimension, noxious weeds, tall grass, brush, sticks, stubble or other material which would prevent the formation of a suitable seedbed or prevent seed germination and plant growth. The topsoil shall be placed to a depth of 6 inches unless stated otherwise in the contract. The Contractor is to achieve a satisfactory seed bed which will have sufficient compaction to insure the final grades shown on the plans are achieved after settlement of the 6" of topsoil. The Contractor will be responsible for re-grading, supplementing and re-establishing turf grasses in any area receiving topsoil which does not meet the final grades after settlement.

TEXTURE:

The following USDA textural classifications shall be acceptable for topsoil:

- Loamy sand, including coarse, loamy fine, and loamy very fine sand
- Sandy loam, including coarse, fine and very fine sandy loam
- Loam
- Silt loam, with not more than 60% silt.

Topsoil shall conform to the following grading:

SIEVE SIZES	PERCENTAGE PASSING
1 inch	100%
1/2 inch	95%-100%
No. 4	75%-100%
No. 10	60%-100%
No. 200	10%-60%

ORGANIC MATTER CONTENT:

Topsoil shall contain not less than 6%, or more than 20% organic matter, by weight as determined by loss-on-ignition of oven-dried samples dried at 221° F (105° C) in accordance with ASTM T-6. Organic material shall be decomposed and free of wood.

Topsoil sources lacking organic matter may be used if, prior to delivery to the Project, sufficient organic matter in the form of pulverised peat moss or rich organic soil from other sources is thoroughly mixed with the topsoil to provide a product meeting the above requirements. Organic material for incorporation into topsoil, if required, shall be partially decomposed fibrous or cellular stems and leaves of any of several species of Sphagnum mosses, or rotted manure. Organic material may require chopping to shredding to insure thorough mixing with the topsoil.

NUTRIENT AND pH REQUIREMENTS:

All topsoil shall be fertilized as follows: the application rates of the fertilizer and limestone per 1,000 square feet of ground area of topsoil furnished by the CONTRACTOR shall be determined by the CONTRACTOR based on soil analysis tests so that the total natural and applied chemical constituents are as follows:

Nitrogen: 1.0 lb. minimum - 1.5 lb. maximum per 1,000 square feet

Phosphoric Acid: 1.0 lb. minimum - 2.0 lb. maximum per 1,000 square feet

Potassium: 1.0 lb. minimum - 2.0 lb. maximum per 1,000 square feet

Limestone: Limestone requirements shall conform to the following table:

LIMESTONE REQUIREMENTS

SOIL pH	LIMESTONE Pounds per 1,000 S.F.
Above 6.0	0
5.0-6.0	7
Below 5.0	14

NOTIFICATION AND APPROVAL OF TOPSOIL:

The results of soil analysis tests for texture, organic matter content, nutrient content and pH level along with recommendations for fertilizer shall be furnished by the CONTRACTOR to the ENGINEER for approval of the topsoil.

The CONTRACTOR shall notify the ENGINEER of the location from which the CONTRACTOR proposes to furnish topsoil to the project at least 30 calendar days prior to the delivery of topsoil to the project. The ENGINEER reserves the right to inspect the topsoil at its source and test the material before approval will be granted for its use.

Any material delivered to the project, which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the CONTRACTOR with acceptable material.

CONSTRUCTION METHODS:

Section 9.44.03 of the Standard Specifications shall apply and amended as follows:
Add the following:

The Contractor is to determine the means and methods required to insure the final grades after settlement of the topsoil conforms to the final grades shown on the plans. Final acceptance will

require the establishment of a suitable stand of turf grasses as specified under Item #950005A and the area is sufficiently compacted to avoid rutting and scarring during normal operations such as lawn cutting operations.

METHOD OF MEASUREMENT:

Section 9.44.03 of the Standard Specifications shall apply and amend as follows:

Add the following:

Adjustment to nutrient and pH requirements will not be measured for payment. The costs are to be included in the unit cost bid for "Furnishing and Placing Topsoil". Supplemental placement of topsoil or regrading of topsoil in order to meet the final grades will not be measured for payment.

BASIS OF PAYMENT:

This work will be paid for at the contract unit price per square yard for "Furnishing and Placing Topsoil", which price shall include all nutrient adjustments, pH adjustments, materials, equipment, tools, labor and work incidental thereto. In order to insure that the appropriate lines and grades are achieved after settlement of the topsoil, partial payment in the amount of 25% of the unit price will be allowed for work completed but not accepted. Final acceptance will require the establishment of a suitable stand of turf grasses as specified under Item #950005A and the area is sufficiently compacted to avoid rutting and scarring during normal operations such as lawn cutting operations.

ITEM #950005A – TURF ESTABLISHMENT

Work under this item shall conform to the applicable provisions of Section 9.50 of the Standard Specifications Form 816 amended as described below

Insert the following:

MATERIALS – Shall be supplemented as follows:

The seed mixture for seeding lawn areas shall meet the following requirements:

Seed shall be fresh, clean and selected from the previous year’s crop; weed seed content not to exceed 1 percent; complying with applicable Federal and State seed laws; furnished and delivered premixed in unopened containers in the following proportions:

	Percent Proportion	Percent Germination Minimum	Percent Purity Minimum
For Lawns:			
Creeeping Red Fescue	50%	85%	95%
Kentucky Bluegrass (improved varieties)	40	85	90
Manhattan Perennial Rye	10	90	95

CONSTRUCTION METHODS:

Delete Section 9.50.03-(5) – Stand of Perennial Turf Grasses and insert the following:

The Contractor shall provide and maintain a uniform, weed free stand of established turf grass species having attained a height of 6” consisting of no less than 200 plants per square foot throughout the seeded areas until the entire project has been accepted.

Insert the following in Section 9.50.03-(6):

The initial application of top soil, turf establishment and erosion control matting (as required) shall be measured and paid for separately as “Furnishing and Placing Topsoil”, “Turf Establishment” respectively. Subsequent applications of topsoil or seeding required to establish turf in conformance with these specifications shall not be measured for additional payment.

BASIS OF PAYMENT Add the following to Section 9.50.05:

The Contractor is advised that the turf area must be adequately established to the specified requirements prior to acceptance, measurement and payment. Any reworking necessary, including redressing of topsoil, adding fertilizers, watering and reseeding, of previously seeded areas which have not yet been accepted shall be the responsibility of the Contractor and no additional measurement or payment shall be made.

ITEM #970006A - TRAFFICPERSON (MUNICIPAL POLICE OFFICER)

Replace Section 9.70 of the Standard Specifications with the following:

DESCRIPTION:

Under this item the Contractor shall provide the services of Trafficpersons of the type and number, and for such periods, as the Engineer approves for the control and direction of vehicular traffic and pedestrians. Traffic persons requested solely for the contractor's operational needs will not be approved for payment.

The Contractor shall be responsible for contacting the Town of East Hartford police Department Safety Officer and coordinating and requesting police services required to direct traffic on existing roadways where traffic is maintained.

CONSTRUCTION METHOD:

Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficperson agency or firm, Engineer, and State Police, if applicable, to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project. A copy of the municipality's billing rates for Municipal Police Officers and vehicles, if applicable, will be provided to the Engineer prior to start of work.

On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required. In the event of an unplanned, emergency, or short term operation, the Engineer may approve the temporary use of properly clothed persons for traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficpersons, and such that Trafficperson services are no longer required, the Contractor will be responsible for payment at no cost to the Department of any show-up cost for any Trafficperson not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons assigned to a work site are to only take direction from the Engineer.

Trafficpersons shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches (50 millimeters)). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the Town.

A Trafficperson shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring a Trafficperson to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer.

Trafficpersons shall consist of the following types:

1. Uniformed Law Enforcement Personnel: Law enforcement personnel shall wear the high visibility safety garment provided by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting the requirements stated below for the Uniformed Flaggers' garment.

Law Enforcement Personnel may be also be used to conduct motor vehicle enforcement operations in and around work areas as directed and approved by the Engineer.

Municipal Police Officers: Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables who perform criminal law enforcement duties from the Municipality in which the project is located. Their services will also include an official Municipal Police vehicle when requested by the Engineer. Uniformed Municipal Police Officers will be used on non-limited access highways. If Uniformed Municipal Police Officers are unavailable, other Trafficpersons may be used when authorized in writing by the Engineer.

Uniformed Municipal Police Officers and requested Municipal Police vehicles will be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the construction sites.

METHOD OF MEASUREMENT:

Services of Trafficpersons will be measured for payment by the actual number of hours for each person rendering services approved by the Engineer. These services shall include, however, only such trafficpersons as are employed within the limits of construction, project right of way of the project or along detours authorized by the Engineer to assist the motoring public through the construction work zone. Services for continued use of a detour or bypass beyond the limitations approved by the Engineer, for movement of construction vehicles and equipment, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

Trafficpersons shall not work more than twelve hours in any one 24 hour period. In case such services are required for more than twelve hours, additional Trafficpersons shall be furnished and measured for payment.

Travel time will not be measured for payment for services provided by Uniformed Municipal Police Officers or Uniformed Flaggers.

Mileage fees associated with Trafficperson services will not be measured for payment.

Safety garments and STOP/SLOW paddles will not be measured for payment.

BASIS OF PAYMENT:

Trafficpersons will be paid in accordance with the schedule described herein.

There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

1. Uniformed Law Enforcement Personnel: The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the bid price even though payment will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount for the contract.

The Town will pay the Contractor its actual costs for "Trafficperson (Municipal Police Officer)" plus an additional 5% as reimbursement for the Contractor's administrative expense in connection with the services provided.

The invoice must include a breakdown of each officer's actual hours of work and actual rate applied. Mileage fees associated with Trafficperson services are not reimbursable expenses and are not to be included in the billing invoice. The use of a municipal police vehicle authorized by the Engineer will be paid at the actual rate charged by the municipality. Upon receipt of the invoice from the municipality, the Contractor shall forward a copy to the Engineer. The invoice will be reviewed and approved by the Engineer prior to any payments. *Eighty (80%) of the invoice will be paid upon completion of review and approval. The balance (20%) will be paid upon receipt of cancelled check or receipted invoice, as proof of payment.* The rate charged by the municipality for use of a uniformed municipal police officer and/or a municipal police vehicle shall not be greater than the rate it normally charges others for similar services.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	EST.

ITEM #971001A - MAINTENANCE AND PROTECTION OF TRAFFIC

Work under this section shall conform to the requirements of Section 9.71 supplemented and amended as follows:

DESCRIPTION:

The Contractor shall maintain and protect traffic as described in Section 9.71 of the Standard Specifications and as follows:

The Contractor shall maintain and protect existing traffic operations on project roadways within the project limits, on existing pavement, the roadway under construction, the completed roadway, or a combination thereof.

When actively working on local and collector roadways, the Contractor shall maintain local access on a travel path not less than 12 feet in width. When activity working along arterial roadways, the Contractor shall maintain two-way access by providing a minimum of two (2) 12-foot-wide temporary lanes. At the completion of the workday, the Contractor shall restore the roadway to normal traffic operations.

At the end of each workday, the Contractor shall construct a compacted process aggregate ramp at the end of any driveways under construction for temporary access. The cost of constructing, maintaining and removing these ramps shall be included in the price bid for "Maintenance and Protection of Traffic."

The Contractor shall spray paint (Orange) the edges of any raised and/or exposed utility structures. Drums or cones shall be placed on all raised and/or exposed utility structures where feasible, or as ordered by the Engineer.

For all roadways which are designated for removal of all hot mix asphalt, following the removal of the existing hot mix asphalt overlays, Contractor shall adjust all utility gates to be flush with the graded surface when gates present a hazard to the traveling public. Adjustment of these gates shall be measured and paid for under the applicable item only once, regardless of the number of times the gates are adjusted.

The Contractor shall prepare, and submit to the Engineer for approval, a minimum of 30 days in advance, a plan illustrating the Typical Traffic Management Plan. This plan shall illustrate typical use and layout of construction signs, drums, and other traffic control devices to be employed during each time period of work to maintain traffic and access to abutting properties. The Contractor must obtain approval of the Traffic Management plans from the Engineer prior to commencing work on the specified roadways.

At the completion of work each day, the Contractor will be required to open the entire roadway to traffic. The length of alternating one-way traffic operations shall not exceed 500 feet. There shall be no more than one alternating one-way traffic operation within the roadway under construction at any time.

The Contractor shall notify all public safety agencies 48 hours prior to beginning any construction operation which will provide less than a 12 foot travel lane.

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure. All temporary connections to abutting driveways and existing roadways must be accomplished in a satisfactory manner prior to the end of the work day/night. At all times the Contractor shall provide emergency vehicle access.

The Contractor shall place traffic drums or cones on top of or adjacent to all raised utility structures within the roadway.

Detour of traffic outside of the project limits is prohibited. Local detours may be allowed for certain operations with the Engineer's prior approval.

Traffic Control During Construction Operations

The following guidelines have been prepared to assist construction personnel in determining when and what type of traffic control patterns to use for various work items under certain conditions. These guidelines are directed to the safe and expeditious movement of traffic through work zones and to the safety of the work forces performing these operations. Also, it is necessary that all traffic control patterns be uniform, neat, and orderly so as to command respect by motorists.

The attached basic principals and standards are minimum, and methods illustrated for controlling traffic through work areas are typical situations. The proper application of the standard protective devices depends on actual field conditions.

Traffic Control Patterns: Traffic control patterns will be used when a work operation requires that all or part of any vehicle protrude onto any part of the travel lanes. The protection prescribed for each situation shall be based on the following:

1. Speed and volume of traffic
2. Duration of operation
3. Exposure of hazards

In case of horizontal or vertical sight restriction in advance of the work area, the traffic control patterns shall be extended to provide adequate sight distance to approaching traffic.

If any type is present on the traffic control pattern to shift traffic, the entire length of taper should be installed on a tangent section of roadway.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so as not to be readable by oncoming traffic.

When installing the traffic control pattern, a “Buffer Space” should be provided. The Buffer Space should extend from the end of the transition taper to the beginning of the work area and should be free of equipment, workers, material, and parked vehicles. On multi-lane highways, where the posted speed limits are 45 MPH or more, the Buffer Space should not be less than 350 feet in length.

No traffic control patterns will be required when vehicles are on emergency patrol type activity or when short duration stops are made and the equipment can be contained within the shoulder area. Flashing lights and flaggers will be used when required.

Although each situation must be dealt with individually, conformity with these provisions is required. In situations not adequately covered by these provisions set forth in the traffic control patterns, the Contractor must contact the Engineer for assistance prior to setting up the work area.

Placement of Signs: Signs must be placed in such a position to allow a motorist the opportunity to reduce speed prior to the location where the Contractor’s workforce is present. Signs are generally placed on the right side of the roadway. On multi-lane divided highways, when the traffic lane is impeded, dual installation of the advance signs on the right and left side of the highway should be installed where the median permits. On directional roadways, such as an off-ramp, where the sight distance to the sign on the right side of the highway is restricted, a duplication of this sign may be installed on the left side of the highway.

Allowable Adjustment of Signs and Devices
Shown on the Maintenance and Protection of Traffic Patterns

The traffic control plans and patterns contained herewith indicate the locations and spacing of the signs and devices under ideal conditions. It is desirable to have signs and devices installed as shown thereon.

Adjustments to standard signing plans and patterns shall be made only at the direction of the Engineer. The signing patterns are to be installed, as directed by the Engineer, to consider abutting properties, driveways, side roads and the vertical and horizontal curvature of the roadway.

If adjustments are made to these standard-signing patterns, the adjustments shall always be to improve the visibility of the signing and devices and to better control traffic.

The Engineer may require that the signing pattern be located significantly in advance of the construction work site, in order to provide better sight line to the signing and safer traffic operations through the work zone.

Table 1 indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall be used only when the recommended taper lengths shown on the traffic control plans cannot be achieved.

Table 1
Minimum Taper Lengths

<u>POSTED SPEED LIMIT</u> <u>MILES PER HOUR</u>	<u>MINIMUM TAPER LENGTH</u> <u>IN FEET FOR A</u> <u>SINGLE LANE CLOSURE</u>
30 OR LESS	180
35	250
40	330
45	540
50	600
55	660

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A) AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE #1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. A CHANGEABLE MESSAGE SIGN MAY BE UTILIZED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
5. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 72 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
6. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA WILL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS REOPENED TO ALL LANES OF TRAFFIC.
7. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN THE EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED AND TEMPORARY PAVEMENT MARKINGS THAT DEPICT THE PROPER TRAVEL PATHS SHALL BE INSTALLED.
8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200' ON LOW SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
9. FOR LANE CLOSURES ONE (1) MILE OR LONGER, A "REDUCE SPEED TO 45 MPH" SIGN SHALL BE PLACED AT THE ONE MILE POINT AND AT EACH MILE THEREAFTER.
10. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
11. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.



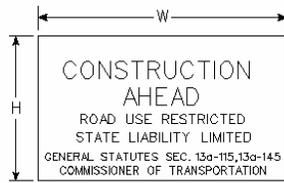
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CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

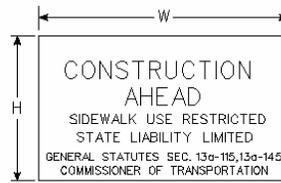
CONSTRUCTION
TRAFFIC CONTROL PLAN
NOTES

NOTES.DGN

SERIES 16 SIGNS



		W	H
16-E	80-1605	84"	60"
16-H	80-1608	60"	42"
16-M	80-1613	30"	24"



		W	H
16-S	80-1619	48"	30"

THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED- ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMP PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

THE LOCATION OF SERIES 16 SIGNS CAN BE FOUND ELSEWHERE IN THE PLANS OR INSTALLED AS DIRECTED BY THE ENGINEER.

SIGNS 16-E AND 16-H SHALL BE POST MOUNTED.

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H SHALL BE USED ON ALL RAMP, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

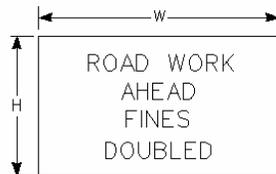
SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHEN THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

THE "ROAD WORK AHEAD, FINES DOUBLED" REGULATORY SIGNS SHALL NOT BE INSTALLED ON TOWN ROADS.

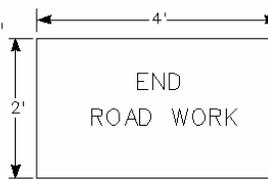
THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.



	W	H
31-1906	48"	42"

"END ROAD WORK" SIGN

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



80-9612

REV'D 1-02

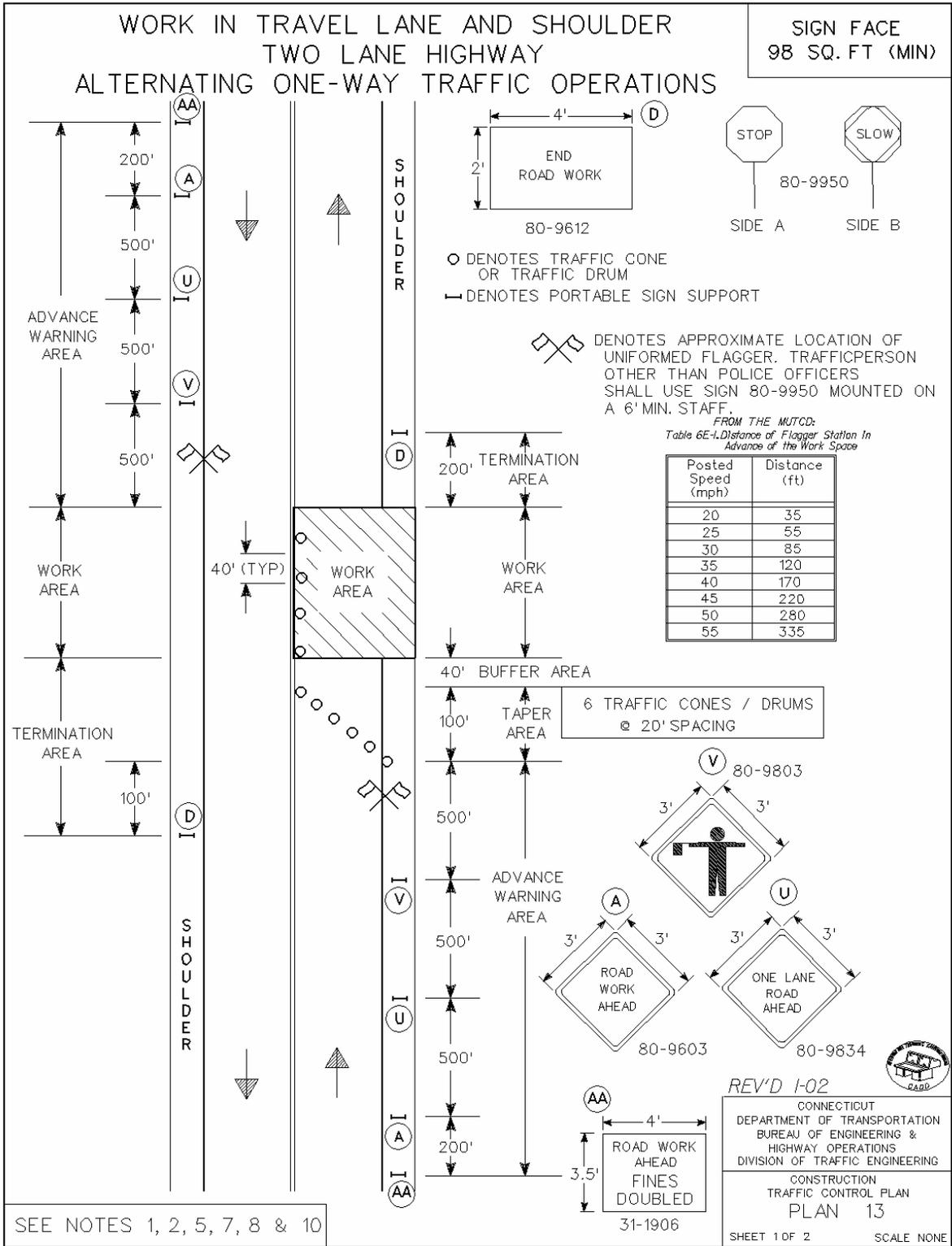
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN

REQUIRED SIGNS



APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER



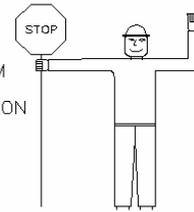
WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.04 FLAGGER PROCEDURES IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

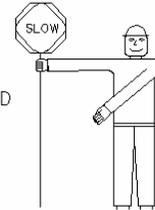
A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



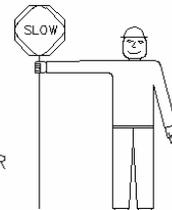
B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



SEE NOTES 1, 2, 5, 7, 8 & 10

REV'D 1-02



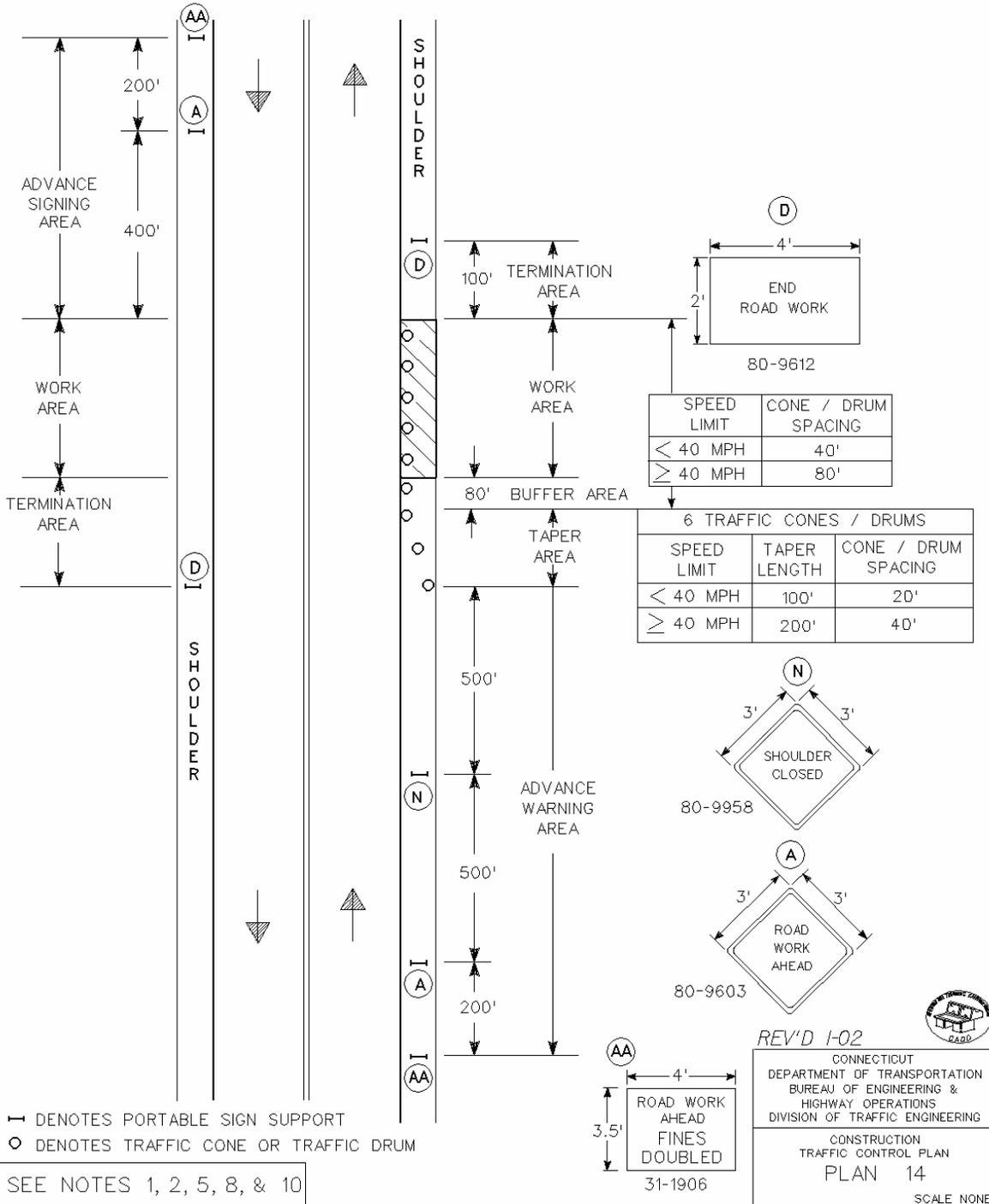
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 13
SHEET 2 OF 2 SCALE NONE

APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER

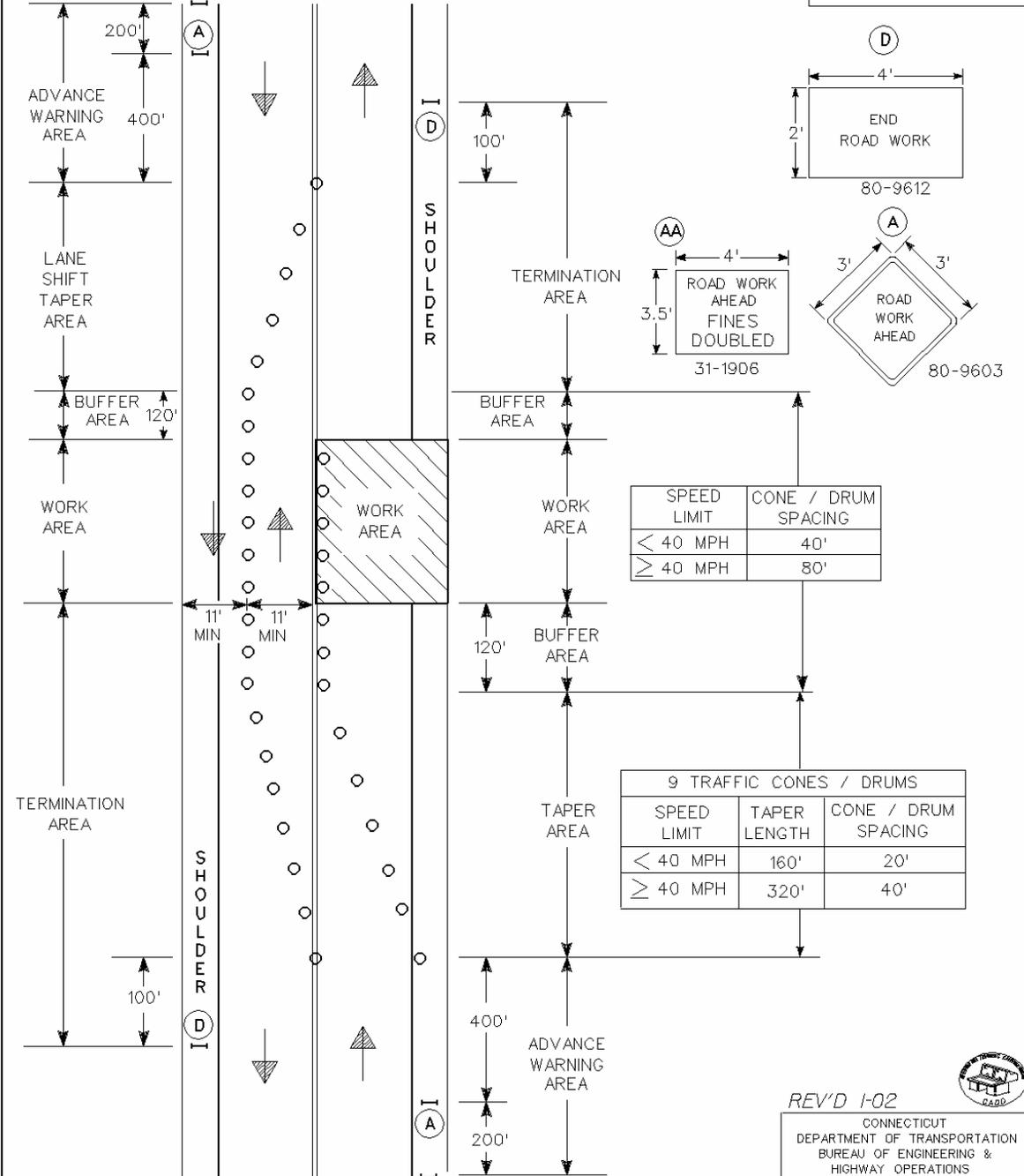
WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN)



WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY

SIGN FACE
62 SQ. FT (MIN)



SPEED LIMIT	CONE / DRUM SPACING
< 40 MPH	40'
≥ 40 MPH	80'

9 TRAFFIC CONES / DRUMS		
SPEED LIMIT	TAPER LENGTH	CONE / DRUM SPACING
< 40 MPH	160'	20'
≥ 40 MPH	320'	40'

┌ DENOTES PORTABLE SIGN SUPPORT
○ DENOTES TRAFFIC CONE OR TRAFFIC DRUM

SEE NOTES 1, 2, 5, 7, 8 & 10

REV'D 1-02

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 15

SCALE NONE

APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER

MATERIALS:

Add the following:

1. Barricade Warning lights shall meet the requirements of Section 9.76
2. Traffic cone shall meet the requirements of Section 9.77
3. Traffic Drum shall meet the requirements of Section 9.78
4. Construction Barricade shall meet the requirements of Section 9.79
5. Construction Signs shall meet the requirements of Section 12.20

BASIS OF PAYMENT:

Add the following:

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include furnishing, installing, and removing the material for the temporary traversable slope in those areas where a longitudinal dropdown exists and to maintain access to the adjoining properties.

If there is no method for payment for the temporary transition in those areas where a transverse dropdown exists, then the contract lump sum price for the “Maintenance and Protection of Traffic” shall also include furnishing, installing, and removing the material for the temporary transitions and touchdowns.

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include temporary relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports and foundations if necessary during construction of the project. It shall also include furnishing and installing all construction signs, barricades, barricade warning lights, traffic drums, and traffic cones that may be necessary to maintain traffic through the various construction zones.

the contract lump sum price for “Maintenance and Protection of Traffic” shall also include all costs associated with developing, obtaining approval for, and implementing any and all required traffic control plans for the various project roadways.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	LS.

ITEM #1409503A-PLUMBING-INTERIOR OF BUILDING

DESCRIPTION:

Work under this item shall consist of re-plumbing the existing two first floor drains utilizing 4" schedule 26 PVC pipe to the proposed 4" ductile iron building drain connected to the Oil/Water separator as shown on the contract drawings. All plumbing work must be completed by a licensed plumber in the State of Connecticut. The Contractor is also responsible under this item for coring of the existing foundation walls, grout sealing proposed ductile iron pipe installed through foundation wall, removal of existing cast iron drain pipes, furnishing and installing pipe hangers and brackets, Waterproof foundation sealant, installation of trap seals in the basement floor drains, scheduling inspections, obtaining permits and approvals from Inspection and Permits Department.

MATERIALS:

SDR 26 PVC pipe and fittings shall conform to JM Eagle's "Blue Brute", or approved equal conforming to the AWWA C900 specification, with gaskets meeting ASTM F 477, and joints shall be in compliance with ASTM D 3212. The connection of new PVC pipe to Ductile Iron Pipe shall utilize couplings by Fernco Inc. or approved equal.

Pipe hangers and brackets shall conform to the requirements of the Town of East Hartford Inspections and Permits Department.

Ductile Iron Pipe shall conform to ANSI A21.51 (AWWA C151) class to thickness designed per ANSI 21.50 (AWWA C150), Tar (Seal) coated and cement mortar lined per ANSI A21.4 (AWWA C104) unless otherwise specified, with push on joints. Delivered pipe to include 5% +/- short joints. Ductile iron pipe shall be Class 50 unless otherwise noted.

Ductile Iron pipe fittings shall conform to ANSI A21.10 (AWWA C110) or A21.53 (AWWA C153), and ANSI A21.11 (AWWA C111). Fittings shall be push on joints. Fittings shall be tar (seal) coated and cement mortar lined per ANSI A21.4 (AWWA C104). Above grade fittings shall be flanged.

Floor drain trap seals shall conform to the requirements of the Town of East Hartford Inspections and Permits Department.

Non-Shrink grout shall conform to the requirements of Sub article M.03.01-12.

Waterproof foundation sealant shall conform to the requirements of Section 7.08 Article M.12.05.

CONSTRUCTION METHODS:

Proposed SDR 26 PVC pipe shall be installed utilizing pipe hangers attached to the existing ceiling joists in the location shown on contract drawings.

Contractor is to preserve and utilize the existing first floor drain assembly. It is the responsibility

of the Contractor to carefully remove all existing cast iron pipe connections to the existing floor drains. Damage to the existing floor drain will be replaced at the Contractor expense.

Removal of the existing cast iron drain pipes shall be done to the limits required by the Town of East Hartford Inspections and Permits Department. All existing terminated cut pipe ends shall be capped.

Core holes through the existing foundation walls shall be 2 inches larger than the outside diameter of the proposed drain pipe. Coring shall be done by mechanical means producing a clean, smooth hole. The existing concrete foundation walls are approximately 1 foot thick.

The Contractor is responsible for layout and elevations of the foundation core holes.

Non-shrink grout shall be installed in the core hole void between the outer wall of the proposed pipe on the inside wall and exterior wall to prevent infiltration of water.

Waterproof foundation sealant shall be applied to all exterior penetrations in the building foundation wall.

Floor drain trap seals shall be installed in the existing basement floor drain labeled on the contract drawings. Product and installation to be utilized must be approved by the Town of East Hartford Inspections and Permits Department.

METHOD OF MEASUREMENT:

SDR 26 PVC pipe and fittings will not be measured for payment, but the cost shall be considered included in the contract lump sum for "Plumbing-Interior of Building"

Pipe hangers and brackets needed to attach the proposed drain pipe to the existing ceiling joists will not be measured for payment, but the cost shall be considered included in the contract lump sum for "Plumbing-Interior of Building"

Ductile Iron pipe and fittings will not be measured for payment, but the cost shall be considered included in the contract lump sum for "Plumbing-Interior of Building"

Coring of the existing foundation walls will not be measured for payment, but the cost shall be considered included in the contract lump sum for "Plumbing-Interior of Building"

Waterproof foundation sealant will not be measured for payment, but the cost shall be considered included in the contract lump sum for "Plumbing-Interior of Building".

Floor drain trap seals will not be measured for payment, but the cost shall be considered included in the contract lump sum for "Plumbing-Interior of Building".

BASIS OF PAYMENT:

SDR 26 PVC pipe and fittings will be paid for at the contract lump sum price for "Plumbing-Interior of Building" which price shall include all materials, tools, equipment, labor and work

incidental thereto.

Pipe hangers and brackets will be paid for at the contract lump sum price for "Plumbing-Interior of Building" which price shall include all materials, tools, equipment, labor and work incidental thereto.

Ductile Iron pipe and fittings will be paid for at the contract lump sum price for "Plumbing-Interior of Building" which price shall include all materials, tools, equipment, labor and work incidental thereto.

Floor drain trap seals will be paid for at the contract lump sum price for "Plumbing-Interior of Building" which price shall include all materials, tools, equipment, labor and work incidental thereto.

Non-Shrink grout will be paid for at the contract lump sum price for "Plumbing-Interior of Building" which price shall include all materials, tools, equipment, labor and work incidental thereto.

Waterproof foundation sealant grout will be paid for at the contract lump sum price for "Plumbing-Interior of Building" which price shall include all materials, tools, equipment, labor and work incidental thereto.

Coring of the foundation walls will be paid for at the contract lump sum price for "Plumbing-Interior of Building" which price shall include all materials, tools, equipment, labor and work incidental thereto.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
#1409503A	PLUMBING-INTERIOR OF BUILDING	L.S.

APPENDIX "A"

**TOWN OF EAST HARTFORD
HOLIDAY SCHEDULE**

TOWN OF EAST HARTFORD
HUMAN RESOURCES DEPARTMENT

HOLIDAYS OBSERVED BY THE
TOWN OF EAST HARTFORD
2014

Town offices will be closed in observance of the following holidays in calendar year 2014:

NEW YEAR'S DAY	WEDNESDAY, JANUARY 1, 2014
MARTIN LUTHER KING DAY	MONDAY, JANUARY 20, 2014
LINCOLN'S BIRTHDAY	WEDNESDAY, FEBRUARY 12, 2014
WASHINGTON'S BIRTHDAY	MONDAY, FEBRUARY 17, 2014
GOOD FRIDAY	FRIDAY, APRIL 18, 2014
MEMORIAL DAY	MONDAY, MAY 26, 2014
INDEPENDENCE DAY	FRIDAY, JULY 4, 2014
LABOR DAY	MONDAY, SEPTEMBER 1, 2014
COLUMBUS DAY	MONDAY, OCTOBER 13, 2014
VETERANS' DAY	TUESDAY, NOVEMBER 11, 2014
THANKSGIVING DAY	THURSDAY, NOVEMBER 27, 2014
CHRISTMAS DAY	THURSDAY, DECEMBER 25, 2014

The first Holiday (New Years) for 2015 falls on Thursday, January 1, 2015

APPENDIX "B"

**CONNECTICUT DEPARTMENT OF LABOR
WAGE RATES**

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo. (P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin
**THE 10-HOUR OSHA CONSTRUCTION
SAFETY AND HEALTH COURSE, PROGRAM OR
TRAINING**

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into *on or after July 1, 2009*)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document

to the certified payroll required to be submitted to the contracting agency for such project on which such worker’s name first appears;
- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

- (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
- (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
- (14) Any questions regarding this statute or the regulations may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

**YOUR COOPERATION IN FILING APPROPRIATE AND ACCURATE CERTIFIED
PAYROLLS IS APPRECIATED.**

STATUTE 31-55a

- SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors
Connecticut General Statute 31-55a - Annual adjustments to wage rates by
contractors doing state work.**

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Any questions should be directed to the Contract Compliance Unit, Wage and
Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook
Blvd., Wethersfield, CT 06109 at (860)263-6790.**

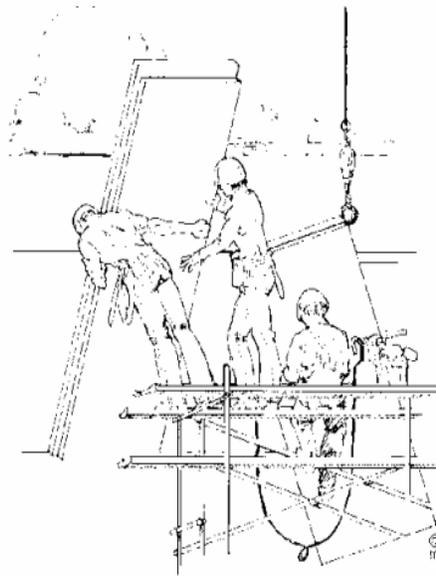
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CERTIFIED PAYROLL FORM WWS - CPI

In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed online!

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)
- [Sample Completed Form](#) (PDF, 101KB)

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life Insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Weekly Payroll Certification For Public Works Projects (Continued)

Week-Ending Date: Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION <small>Trade License Type & Number - OSHA 10 Certification Number</small>	DAY AND DATE							Total ST Hours	Total O/T Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS		GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S						FEDERAL STATE	LIST OTHER		
				HOURS WORKED EACH DAY												FICA	WITH-HOLDING		
												1. \$ 2. S 3. S 4. S 5. S 6. S							
												1. \$ 2. S 3. S 4. S 5. S 6. S							
												1. \$ 2. S 3. S 4. S 5. S 6. S							
												1. \$ 2. S 3. S 4. S 5. S 6. S							
												1. \$ 2. S 3. S 4. S 5. S 6. S							

*IF REQUIRED

[New] In accordance with Section 31-53b(a) of the C.G.S., each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

CONTRACTOR NAME AND ADDRESS		SUBCONTRACTOR NAME & ADDRESS		WORKERS COMPENSATION INSURANCE CARRIER																		
Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472		XYZ Corporation 2 Main Street Yantic, CT 06389		Travelers Insurance Company POLICY # #BAC888928																		
PAYROLL NUMBER		PROJECT NAME & ADDRESS		EFFECTIVE DATE: 1/1/09																		
1		DOT 105-296, Route 82		EXPIRATION DATE: 12/31/09																		
PERSON/WORKER ADDRESS AND SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	Total O-TIME Hours	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	FICA	WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY				
				S	M	T	W	TH	F	S												
Robert Craft 81 Maple Street Williamantic, CT 06226	M/C		Electrical Lineman E-1 1234567 Owner OSHA 123456	8	8	8	8	8	8	8	8	40	\$ 30.75 Base Rate				\$1,582.80	xx.xx	P-xxxx	\$1,582.80	#123 \$ xxx.xx	
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567	8	8	8	8	8	8	8	8	40	\$ 19.99 Base Rate				\$1,464.80	xx.xx	O-xxx	\$1,464.80	#124 \$ xxx.xx	
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8						8	\$ Base Rate				\$1,500.00	xx.xx	M-xxx		#125 xxx.xx	
													\$ Base Rate									
													\$ Base Rate									
													\$ Cash Fringe									
													\$ Cash Fringe									

7/13/2009
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

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Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc.

The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

Definitions:

1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;

(b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

Truck drivers are covered for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

Truck Drivers are not covered in the following instances:

- Material delivery truck drivers while off "the site of the work"
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Project: Firehouse Two Parking Lot Rehabilitation

**Minimum Rates and Classifications
for Heavy/Highway Construction**

**Connecticut Department of Labor
Wage and Workplace Standards Division**

ID#: H 18684

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: East Hartford

FAP Number:

State Number:

Project: Firehouse Two Parking Lot Rehabilitation

CLASSIFICATION

Hourly Rate

Benefits

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker	33.79	34% + 8.96
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1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	27.06
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2) Carpenters, Piledrivermen	30.45	21.65
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As of: Thursday, March 06, 2014

Project: Firehouse Two Parking Lot Rehabilitation

2a) Diver Tenders	30.45	21.65
3) Divers	38.91	21.65
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	44.25	17.75
4a) Painters: Brush and Roller	30.62	17.75
4b) Painters: Spray Only	33.62	17.75
4c) Painters: Steel Only	32.62	17.75
4d) Painters: Blast and Spray	33.62	17.75

Project: Firehouse Two Parking Lot Rehabilitation

4e) Painters: Tanks, Tower and Swing	32.62	17.75
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.60	22.22+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	39.31	26.27
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	26.40	17.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	26.65	17.15

As of:

Thursday, March 06, 2014

Project: Firehouse Two Parking Lot Rehabilitation

10) Group 3: Pipelayers	26.90	17.15
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	26.90	17.15
12) Group 5: Toxic waste removal (non-mechanical systems)	28.40	17.15
13) Group 6: Blasters	28.15	17.15
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	27.40	17.15
Group 8: Traffic control signalmen	16.00	17.15

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----

As of: Thursday, March 06, 2014

Project: Firehouse Two Parking Lot Rehabilitation

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	17.15 + a
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13b) Brakemen, Trackmen	30.37	17.15 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers	30.37	17.15 + a
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15) Form Erectors	30.68	17.15 + a
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---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:---

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	17.15 + a
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Project: Firehouse Two Parking Lot Rehabilitation

17) Laborers Topside, Cage Tenders, Bellman	30.26	17.15 + a
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18) Miners	31.28	17.15 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----

18a) Blaster	37.41	17.15 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	17.15 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	17.15 + a
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21) Mucking Machine Operator	37.97	17.15 + a
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Project: Firehouse Two Parking Lot Rehabilitation

----TRUCK DRIVERS----(*see note below)

Two axle trucks	27.88	18.27 + a
Three axle trucks; two axle ready mix	27.98	18.27 + a
Three axle ready mix	28.03	18.27 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	28.08	18.27 + a
Four axle ready-mix	28.13	18.27 + a
Heavy duty trailer (40 tons and over)	28.33	18.27 + a

Project: Firehouse Two Parking Lot Rehabilitation

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.13	18.27 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	34.60	21.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.01	21.55 + a
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Project: Firehouse Two Parking Lot Rehabilitation

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	33.36	21.55 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	32.96	21.55 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	32.53	21.55 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	30.49	21.55 + a

Project: Firehouse Two Parking Lot Rehabilitation

Group 12: Wellpoint Operator.	30.43	21.55 + a
Group 13: Compressor Battery Operator.	29.85	21.55 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a
Group 16: Maintenance Engineer/Oiler	27.65	21.55 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	29.54	21.55 + a

As of:

Thursday, March 06, 2014

Project: Firehouse Two Parking Lot Rehabilitation

**NOTE: SEE BELOW

---LINE CONSTRUCTION---(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Dynamite Man	44.36	3% + 13.70
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21) Heavy Equipment Operator	39.92	3% + 13.70
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22) Equipment Operator, Tractor Trailer Driver, Material Men	37.71	3% + 13.70
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23) Driver Groundmen	33.27	3% + 13.70
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---LINE CONSTRUCTION---

As of:

Thursday, March 06, 2014

Project: Firehouse Two Parking Lot Rehabilitation

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Project: Firehouse Two Parking Lot Rehabilitation

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
~~*

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

*The annual adjustments will be posted on the Department of Labor's Web page:
www.ct.gov/dol.*

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Project: Firehouse Two Parking Lot Rehabilitation

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of:

Thursday, March 06, 2014