

PROJECT SPECIFICATIONS
For
STREETSCAPE IMPROVEMENTS



**Pennsylvania Avenue (Rte. 161)
and Hope Street**

Niantic, Connecticut

Mark C. Nickerson, First Selectman

BID #2015 - 01

January, 2015

By
T o w n o f E a s t L y m e E n g i n e e r i n g
D e p a r t m e n t

108 Pennsylvania Ave.
Niantic, CT 06357
(860) 739-6931 Ext. 101

INDEX TO SPECIAL PROVISIONS

Note: This index has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this index shall not be considered part of the contract.

Part 1 – Bid Material	Page
Invitation to Bid	1.1
Bid Instructions and General Conditions	1.2 – 1.5
Bid Proposal Submission Checklist	1.6
Equipment List	1.7
Project References	1.8
Bid Bond	1.9 – 1.10
Sworn Statement by Successful Bidder	1.11
Non Collusion Affidavit	1.12
Insurance Requirements	1.13
CHRO-Contract Compliance Regulations; Notification Bidders and Report	1.14 – 1.18
Bid Proposal Forms	1.19 – 1.20
Part 2 – Contract Documents	
Performance Payment Bond	2.1 – 2.2
Labor and Material Payment Bond	2.3 – 2.4
Section 31-53b - Construction Health and Safety course	2.5
Informational Bulletin - 10 Hour OSHA Safety and Health Course	2.6 - 2.7
Notice for all Mason Contractors	2.8
CT General Statute 31-55a	2.9
Contracting Agency Certification Form	2.10 - 2.11
Contractor's Wage Certification Form	2.12
Payroll Certification - Public Works Projects	2.13 - 2.15
Occupational Classification Bulletin	2.16 - 2.22
Connecticut Department of Labor – Footnotes	2.23 - 2.24
Connecticut Department of Labor – Prevailing Wage Rates	
Connecticut Department of Transportation - Application for Permit (PMT-1)	
AIA Document A105–2007(Standard Form of Agreement Between Owner & Contractor)	
Part 3 – General Specifications	
Notice to Contractor – Permits	3.1
Notice to Contractor - Interpretation of Form 816	3.2
Definition of Terms and Permissible Abbreviations	3.3

Part 4 – Project Specifications

Item No. 0062680 - ADA Detectable (Tactile) Warning Pavers	4.1
Item No. 0202529 - Cut Bituminous Concrete Pavement	4.1
Item No. 0219011 - Sediment Control System at Catch Basin	4.2
Item No. 0507106 - Type "CL" Catch Basin Top	4.2
Item No. 0507119 - Type "CM" Catch Basin "Barrier" Top	4.2
Item No. 0507120 - Granite Curb Inlet	4.2
Item No. 0507132 - Type "CM" Catch Basin	4.2
Item No. 0507554 - Reset Catch Basin	4.2
Item No. 0507130 - Tree Filter Box	4.2 – 4.3
Item No. 0813001 - Granite Curbing	4.3 – 4.4
Item No. 0813002 - Granite Radius (Curved) Curbing	4.3 – 4.4
Item No. 0815001 - Bituminous Concrete Curb	4.4
Item No. 0921001 - 5" Concrete Sidewalk	4.4
Item No. 0921008 - Brick Pavers on 4" Concrete @ Walk Shelf	4.5
Item No. 0922501 - Bituminous Concrete Driveway	4.5
Item No. 0923001 - Bituminous Concrete for Patching (Road)	4.5
Item No. 0924004 - Concrete Driveway Ramp (8" thick)	4.6
Item No. 0950005 - Turf Establishment	4.6
Item No. 0970006 - Trafficperson (Municipal Police Officer)	4.6
Item No. 0970007 - Trafficperson (Uniformed Flagger)	4.6
Item No. 0971001 - Maintenance and Protection of Traffic	4.6 – 4.10
Item No. 0975002 - Mobilization	4.11
Item No. 0980001 - Construction Staking	4.11
Item No. 1002110 - Decorative Light Pole Base	4.11
Item No. 1008127 - 2" PVC Electric Conduit in Trench	4.11
Item No. 1206060 - Remove & Reset Exist. Sign onto New Sign Post	4.11 – 4.12
Item No. 1302061 - Adjust Water Gate Box	4.12 – 4.13

APPENDIX

Construction Plans

Shts. No. 1-17

PART 1 – BID MATERIAL

**STREETSCAPE IMPROVEMENTS
PENNSYLVANIA AVENUE (Rte. 161) AND HOPE STREET
EAST LYME, CONNECTICUT
INVITATION TO BID
(#2015-01)**

Sealed bids for the construction of the following project will be received by the Town of East Lyme, Connecticut at the East Lyme Town Hall Engineering Office, 108 Pennsylvania Avenue, until **2:00 p.m., Tuesday, February 10, 2015**, after which time they will be publicly opened and read aloud.

The work consists of the construction of a 1,100 LF Streetscape on Pennsylvania Avenue (Rte. 161) and Hope Street. The Streetscape consists of granite curb stone, concrete sidewalk, brick pavers, tree filter boxes, sawcut pavement repair and driveway aprons, adjust and reset of utilities, decorative light pole bases and conduits, and break-away signage posts.

The Town of East Lyme hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and that they will not be discriminated against on the grounds of race, color, national origin or sex, in consideration for this award.

Plans, specifications and proposals for the above project may be reviewed under the Public Works menu at www.eltownhall.com or at the East Lyme Town Hall Engineering Office. They may be obtained for a non-refundable fee of thirty-five dollars (\$35.00). On the web: Addendums will also be posted on this website. Inclusion of the addendums with the bid package may be required. To be on a bidders list call (860) 739-6931 x141 or MWright@eltownhall.com. To ensure inclusion on the bidders list request a response email.

The minimum rates to be paid labor at the various classifications shall be in accordance with current schedule of wages established by the State Labor Commissioner as provided in the General Statutes of Connecticut, as revised.

The Engineer's Construction Cost Estimate is approximately \$200,000 to \$230,000.

All bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed and the Contractor shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interruption or interference with any other contractor.

Bid security in the form of a Surety Company Bond, on form furnished by the Town of East Lyme for 5% of the amount of the bid, must accompany each proposal. The Town of East Lyme reserves the right to reject any and all bids.

BID INSTRUCTIONS AND GENERAL CONDITIONS

1. "Town" refers to the Town of East Lyme. "Town Engineer" refers to the Town Engineer or his representative. "Contractor" refers to successful bidder (company contracted by Town to perform work under this contract).
2. Bids must be made on the attached bid form and shall be enclosed in a sealed envelope which shall be labeled with the bidder's name and address in the upper left-hand corner and which shall be entitled "**Streetscape Improvements**". Sets may be obtained at the Town of East Lyme Engineering Office.
3. Bids shall be received at the office of the East Lyme Town Engineer at the East Lyme Town Hall, Niantic, Connecticut, until **2:00 p.m. Tuesday, February 10, 2015** and then at said office publicly opened and read aloud. The award shall be made at a later date by the Town.
4. Each bidder's proposal shall include, completed in full, ***Bid Proposal Submission Checklist (including all required documents on list) (1.6)***, and any other specifications pages requiring vendor response shall be enclosed in an envelope which shall be sealed and clearly labeled with the words "**Bid Proposal, Streetscape Improvements, the Bidder's Name, and the Date and Time of the Bid Opening,**" in order to guard against premature opening of the bid.
5. Bids must be made out and signed in the name of the person or business entity which shall perform the work, and if a corporation, it must be fully and properly executed by a person authorized to act on behalf of the corporation.
6. Bids received later than the time and date specified shall not be considered.
7. Bids may be withdrawn prior to the time set for opening bids, but bids may not be re-filed after they have been withdrawn.
8. Unbalanced bids shall not be considered in awarding contract.
9. The low bidder, for purposes of award shall be the reasonable and responsible bidder offering the low aggregate amount for the "Total Base Bid Price" within funds available for the project.
10. The Town of East Lyme reserves the right to reject any or all bids, and to waive informalities or technical defects.
11. Goods and services provided to the Town of East Lyme are exempt from Federal Excise Taxes and the Sale and Use Tax of the State of Connecticut.
12. Bids must be accompanied by a surety bond in the amount of five percent (5%) of the total bid price payable to the Town of East Lyme. The bond shall be in the form of a certified check or Bid Bond. Said bond shall be returned to the unsuccessful bidders upon award of the contract or, if no award has been made, within ninety (90) days after the opening of bids. If the successful bidder fails to execute the contract and furnish the required bonds including insurance coverage within ten (10) calendar days after he has received notice of the acceptance of the bid, the bond shall be forfeited to the Town. Upon receipt of a payment bond, and a performance bond from the successful bidder, said bond shall be returned.

13. The bidder agrees that this bid shall remain open for acceptance for ninety (90) days after the opening and no bidder may withdraw his bid within said time period.
14. The successful bidder must furnish a performance bond and a payment bond in the amount of the construction costs. The bonds shall be executed by the bidder as principal with a surety satisfactory to the Town.
15. The successful bidder shall secure and maintain such insurance as shall protect him from claims under Workers' Compensation Acts. He shall secure and maintain general liability injury, death or property damage, which may arise from the performance of his service under this contract. See Insurance Requirements (1.13) for minimum insurance requirements. He shall designate the Town and the State of Connecticut as additional named insureds in his general liability policy, and shall furnish the Town with a certificate or other proof of insurance which he, as part of this contract, must carry. The "Hold Harmless" endorsement of the insurance shall include the interest of the Town of East Lyme and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named. This policy shall insure against all risks of physical damage except as modified by the Contract Documents and subject to the normal all risk exclusions. The provisions of this paragraph shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.
16. The Town shall not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work and to complete it within the time specified in the contract. As part of this proposal, the Contractor and Subcontractors shall complete the attached Statement of Bidders Qualifications, which shall describe similar and successfully completed jobs. Relevance to the proposed job shall be determined by the Town. The name, address and telephone number of a contact person involved with each of these projects must be included so that they can be contacted prior to executing a contract.
17. The successful bidder shall indemnify and hold harmless the Town against any liability arising out of negligent acts, errors, or omissions of the bidder, his employees or agents.
18. The successful bidder must be prepared to execute the contract within ten (10) calendar days after receipt of notice of the award of the contract.
19. Immediately after execution and delivery of the contract, and prior to commencing work, the Contractor shall provide the East Lyme Engineering Department a construction project schedule showing proposed dates of commencement and completion of each of the various components of work required under this Contract.

20. The successful bidder must be prepared to commence work on **March 16, 2015**. The approximate project schedule is as follows:

February 10, 2015	Bid Opening
February 17, 2015	Notice of Award from Town
February 23, 2015	Contract signing / Notice to Proceed
March 16, 2015	Begin construction
May 21, 2015	Contract completion date

21. If the contractor is delayed in the completion of the work by changes ordered in the work, or by weather conditions, strikes, lockouts, fire, unusual delay by common carriers or other causes beyond the contractor's control, he shall make a written request for an extension of time within which the contract may be completed. Such request shall be submitted to the Town not less than ten (10) days before the date on which the work described in the contract is to be completed. Any such extension shall be in writing, and signed by the Town's representative.
22. Liquidated damages will be assessed for each calendar day (Saturdays, Sundays and Holidays included) that the Contractor fails to achieve substantial completion of the project. Liquidated damages shall be assessed at the rate of \$1,000 per calendar day in accordance with Article 2 of the Agreement between the Owner and the Contractor.
23. In accordance with section 1.09.06 of the 816, the contractor may request monthly or semi-monthly payments for the value of work performed in accordance with the Contract, calculated at Contract unit prices for work that is complete and accepted in place. Upon completion of the project, the contractor shall submit a statement (minus retainage) for payment which shall be paid within fifteen (15) days after approval of same by the First Selectman and following receipt of all lien waivers. Acceptance of such payment by the contractor shall constitute a release of all claims against the Town arising under or by virtue of this contract except such claims, if any, as may be specifically exempted from the operations of the release by the contractor in his statement for payment.
24. The Town shall retain an amount equal to five percent (5%) of the final contract price for one year from time of contract completion. This retainage shall serve as a one-year guarantee on all work associated with this contract and shall be used to correct any construction deficiencies which may arise for one year following completion of this contract.
25. Prior to final payment, the contractor shall provide the Town with lien waivers verifying payment to all subcontractors for amounts due, whether for labor performed or materials furnished, when either is associated with this contract.
26. The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such labor performed or for materials furnished.
27. The Town Engineering Department shall perform all construction inspection. The contractor is to notify the Town Engineer of any discrepancies as they arise, and proceed as directed.
28. The Town Engineering Department must be given 24 hours notice to complete inspection. Notice applies to consecutive Town recognized workdays. Inspectors are not available on weekends and Town approved holidays. Activities requiring Town inspections (i.e. paving, concrete pours, backfilling, etc.) must be accomplished when inspectors are available. **It is**

the contractor's responsibility to verify holidays and no-inspection coverage ahead of time.

28. The contractor agrees that the Town may make changes to the plans for the work that may be deemed necessary during the progress of work. The Town may also change the amount of work to be performed under this contract without invalidating this contract. If any such changes are made, they shall be made by written change order signed by the Town's representative. If such changes affect work for which a lump sum price is fixed, the written change order shall specify the amount by which the lump sum shall be increased or decreased. If such changes affect work for which a unit price is set, payment for such work shall be based on measured final quantities and not estimated quantities. Final measured quantities shall be based on pay limits as established by the plans and specifications for this contract. There shall be no adjustment of the *unit prices* if final measured quantities vary from the estimated quantities.
29. The Town of East Lyme shall provide horizontal and vertical control on the project. The contractor is responsible for horizontal and vertical layout as may be required for the installation of the improvements.
30. Unless otherwise indicated in this Bid Document, "Description," "Materials," "Construction Methods," "Method of Measurement," and "Basis of Payment" for all items shall conform to Form 816 (2004) or latest revision "State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction."
31. The Contractor is responsible for locating all underground utilities by notifying "Call Before You Dig" in compliance with Public Act 77-350 and 81-146.
32. Maintenance and protection of traffic is the Contractor's responsibility. The contractor must meet with the Town Engineer or his representative prior to the start of any construction activity associated with this project in order to discuss procedures concerning maintenance and protection of traffic (including pedestrian traffic) and project construction sequencing.
33. The Contractor shall satisfy all the requirements and conditions as listed in the Specifications section of this Invitation to bid.
34. The Contractor shall assume all liability for claims resulting from damage or injury associated with this project including the maintenance and protection of traffic.
35. Should a dangerous or potentially unsafe condition arise affecting pedestrian or vehicular traffic, the Contractor shall immediately stop the project, make every reasonable effort to correct the situation, and notify the Town Engineer or the police if warranted.

END OF INSTRUCTIONS AND GENERAL CONDITIONS

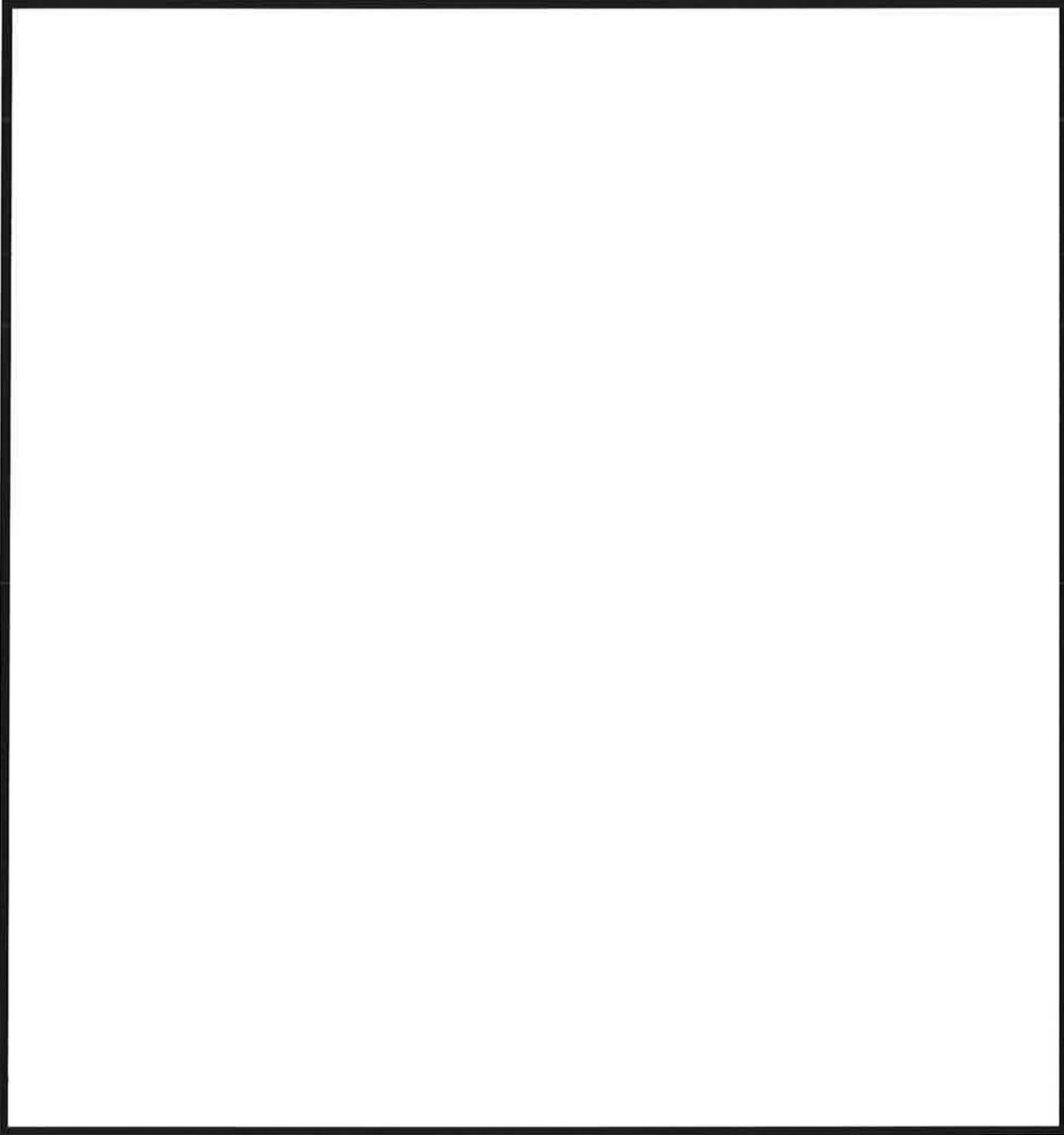
BID PROPOSAL SUBMISSION CHECKLIST

The following is a checklist of required documents to be completed, included and submitted to the East Lyme Engineering Department as part of the Bidder's proposal:

- EQUIPMENT LIST
- PROJECT REFERENCES
- BID BOND
- NON COLLUSION AFFIDAVIT
- BID PROPOSAL FORMS
- CHRO - CONTRACT COMPLIANCE REGULATIONS; BIDDER
CONTRACT COMPLIANCE MONITORING REPORT

EQUIPMENT LIST

List below all equipment that shall be used to complete the project described in this price proposal form. This list must be complete; describe all equipment as to type and size. The following forms must be submitted with the Price Proposal Form.

A large, empty rectangular box with a thick black border, intended for the bidder to list all equipment to be used for the project. The box is currently blank.

PROJECT REFERENCES

(Please attach additional sheets if necessary.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and _____ as
Surety, are hereby held and firmly bound unto _____ as OWNER in the
penal sum of _____ for the payment of which, well and truly to be made,
we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____ The Condition of the above
obligation is such that whereas the Principal has submitted to _____ a certain BID,
attached hereto and made part hereof to enter into a contract in writing, for the
_____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the United States Treasury Department's most current list and be authorized to transact business in the state where the project is located.

SWORN STATEMENT BY SUCCESSFUL BIDDER

Title 23. United States Code, Section 112 (f)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

NON COLLUSION AFFIDAVIT

This entire document must be completed, notarized and attached to your bid proposal. Failure to do so will result in the rejection of your Bid.

A separate affidavit must be submitted by each principal of a Joint Venture.

TOWN OF EAST LYME
Streetscape Improvements

I, _____, acting in behalf of
(Name of Person Signing Affidavit)

_____ of which I am (the) (a)
(Name of Bidder i.e. Person or Organization)

_____, submitting a bid for the above project, certify and affirm in accordance
(Title)

with Part 635.112 of Title 23, U.S. Code of Federal Regulations, that the

_____ has neither directly or indirectly
(Name of Bidder i.e. Person or Organization)

entered into any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statement made herein may be the subject of criminal prosecution.

(Name of Bidder i.e. Person or Organization)

Signature and Title of Official

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

Notary Public/Commissioner of the Superior Court

My Commission Expires _____.

Certificate of Authority

I, _____, certify that I am (the) (a) _____ of the
(Name) (Title)

organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such papers that require the seal; that _____, who signed said
(Name)

instrument on behalf of the Organization was then (the) (a) _____
(Title)

of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

_____ (Corporate Seal, if applicable)
Signature of Certifying Person

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit.

INSURANCE REQUIREMENTS

The successful bidder shall secure and maintain general liability injury, death or property damage, which may arise from performance of his service under this contract in the amount of at least:

1. Commercial General Liability:

- General Aggregate: \$2,000,000
- Products/Completed Operations Aggregate: \$2,000,000
- Each Occurrence: \$1,000,000

2. Automobile Liability:

- Each Accident: \$1,000,000

3. Excess (umbrella Liability) Liability: \$5,000,000

4. Workers' Compensation and Employer's Liability:

- Statutory Workers Compensation
- \$1,000,000 each accident / \$1,000,000 disease-policy limit / \$1,000,000 disease-each employee

The successful bidder shall designate the Town of East Lyme and the State of Connecticut as additional named insured in his liability policy. The successful bidder shall furnish the Town with a certificate or other proof of the required insurance and coverage limits. The provisions of these requirements shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
---	---

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ___ No ___

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

BID PROPOSAL FORM
Streetscape Improvements
Pennsylvania Avenue (Rte. 161) and Hope Street

Date of Bid Opening: Tuesday, February 10, 2015 at 2:00 PM

NO BIDS WILL BE ACCEPTED AFTER 2:00 PM. "NO EXCEPTIONS"

The Bidder shall fill in, under the column "UNIT PRICES BID", the Unit Prices, written in words and in numbers, for which he proposes to perform the various items of work called for, and under the column headed "AMOUNT (Numbers)", the amount each of the items at the Unit Price Bid. After the proposal is opened and read, the quantities will be extended and totaled in accordance with the prices bid and the bid will be verified or corrected. In case of discrepancy, those shown in words will govern.

ID NO.	ITEM NO.	ITEM DESCRIPTION	Unit	Approx. Quantity	UNIT PRICES BID		AMOUNT Numbers
					Numbers	Written in Words	
1	0062680	ADA Detectable (Tactile) Warning Pavers (incl conc. base & sand)	SF	125			
2	0202529	Cut Bit. Conc. Pavement	L.F.	2,330			
3	0219011	Sediment Control System at Catch Basin	Ea	5			
4	0507003	Remove Catch Basin & 6 LF+/- of 15" RCP	Ea	1			
5	0507106	Type "CL" Catch Basin Top	Ea	1			
6	0507119	Type "CM" Catch Basin "Barrier" Top	Ea	2			
7	0507120	Granite Curb Inlet (6 LF)	Ea	3			
8	0507130	Tree Filter Box 3'-4" x 6' x 42" D (Install only and furnish/install structural stone base)	Ea	4			
9	0507132	Type "CM" Catch Basin	Ea	1			
10	0507554	Reset Catch Basin	Ea	3			
11	0813001	5" Granite Curbing	L.F.	1,007			
12	0813002	5" Granite Radius (Curved) Curbing	L.F.	185			
13	0815001	Bit. Conc. Curb	L.F.	170			
14	0921001	5" Conc. Sidewalk (incl base)	SF	5,100			
15	0921008	Brick Pavers on 4" conc. @ walk shelf (incl conc. base & sand)	SF	1,480			
16	0922501	Bit. Conc. Driveway	SY	200			
17	0923001	Bit. Conc. for Patching (Road)	SY	330			
18	0924004	Concrete Driveway Ramp (8" thick)	SY	160			
19	0950005	Turf Establishment	SY	135			
20	0971001	Maintenance and Protection of Traffic	LS	1			
21	0975002	Mobilization	LS	1			
22	0980001	Construction Staking	LS	1			
23	1002110	Decorative Light Pole Base (Install only)	Ea	9			
24	1008127	2" PVC Elec. Conduit in Trench	L.F.	885			
25	1206060	Remove & Reset Exist. Sign onto New Sign Post	Ea	15			
26	1302061	Adjust Water Gate box	Ea	3			

Total Base

Total Base Bid Price in Words (Dollars and Cents)

Total Base Bid Price Written in Numbers

BID PROPOSAL FORM (CONTINUED)
Streetscape Improvements
Pennsylvania Avenue (Rte. 161) and Hope Street
Town of East Lyme

This bid includes the following addenda:

ADDENDUM

NUMBER

DATE

WITNESS

SIGNATURE

DATE

DATE

TITLE

TITLE

COMPANY

COMPANY

STREET ADDRESS

STREET ADDRESS

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

TELEPHONE NUMBER

For Town Use Only

Signed, Town Representative

PART 2 – CONTRACT DOCUMENTS

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____,
(Contractor) (Corporation, Partnership or Individual)

hereinafter called "PRINCIPAL" and _____
(Surety)

of _____, State of _____

hereinafter called the "SURETY", are held and firmly bound unto **THE TOWN OF EAST LYME,**

HEREINAFTER CALLED "owner" in the penal sum of _____ Dollars
(\$ _____) in lawful money of the United States, for payment of which sum

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

THE CONDITION OF THIS OBLIGATION is such that Whereas the Principal entered into a certain contract with the Owner, dated the day of _____, _____, copy of which is hereto attached and made a part hereof for the construction of the

Streetscape Improvements

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Provided further, that the said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extensions of time alteration or addition to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal) Secretary By: _____
(SEAL)

Witness as to Principal _____
(Address - Zip Code) _____

ATTEST:

(Surety) Secretary By: _____ Attorney-in-fact
(SEAL)

Witness as to Surety _____
(Address - Zip Code) _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute the bond.

LABOR AND MATERIAL PAYMENT BOND

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 LYME, as Oblige (hereinafter called
Owner) for the use and benefit of claimants as hereinbelow defined; 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 written agreement dated _____,
Entered into a contract with Owner for the construction of **Streetscape Improvements** 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 the said Principal
shall promptly pay for all materials furnished and labor supplied or performed in the prosecution
of the work included in and under the aforesaid Contract, whether or not the material or labor
enters into and becomes a component part of the real asset, then this obligation shall be null and
void otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in
the work to be done under it, or the giving by the Oblige of any extension of time for the
performance of the Contract, or any other forbearance on the part of either the Oblige or the
Principal to the other shall not in any way release the Principal and the Surety or either or any of
them, their heirs, executors, administrators, successors or assigns from their liability hereunder,
notice to the surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or
performs labor or services in the prosecution of the work under said Contract, and who is not
paid therefore, may bring a suit on this bond in the name of the person suing, prosecute the same
to a final judgement, and have execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument
under their several seals this _____ day of _____, _____. The
name and corporate seal of each corporation party being hereto affixed and these presents signed
by its undersigned representative, pursuant to authority of its governing body.

Sec. 31-53b. Construction safety and health course. Proof of completion required for employees on public building projects. Enforcement. Regulations. (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by an political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have 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, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

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

(c) Not later than January 1, 2007, 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 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) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants, "Public building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

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.

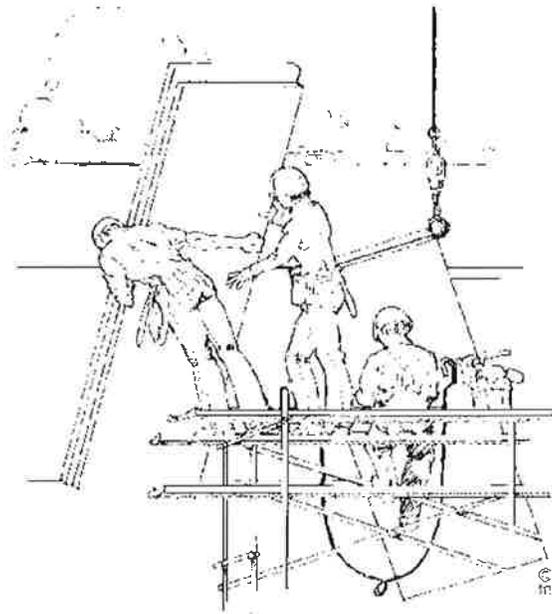
~NOTICE~

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: _____

***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 _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 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.

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.

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: Streetscape Improvements On Pennsylvania Avenue And Hope Street

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

ID#: H 20032

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

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: 2014-04

Project Town: East Lyme

FAP Number:

State Number:

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

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
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	27.06
2) Carpenters, Piledrivermen	31.00	22.50

As of:

Tuesday, January 06, 2015

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

2a) Diver Tenders	31.00	22.50
-------------------	-------	-------

3) Divers	39.46	22.50
-----------	-------	-------

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	45.10	18.55
--	-------	-------

4a) Painters: Brush and Roller	31.02	18.55
--------------------------------	-------	-------

4b) Painters: Spray Only	34.02	18.55
--------------------------	-------	-------

4c) Painters: Steel Only	33.02	18.55
--------------------------	-------	-------

4d) Painters: Blast and Spray	34.02	18.55
-------------------------------	-------	-------

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

4e) Painters: Tanks, Tower and Swing 33.02 18.55

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) 37.05 23.26 + 3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 29.74 + a

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) 40.31 26.82

----LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 27.05 17.80

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator 27.30 17.80

As of:

Tuesday, January 06, 2015

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

10) Group 3: Pipelayers 27.55 17.80

11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters 27.55 17.80

12) Group 5: Toxic waste removal (non-mechanical systems) 29.05 17.80

13) Group 6: Blasters 28.80 17.80

Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe) 28.05 17.80

Group 8: Traffic control signalmen 16.00 17.80

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

As of: Tuesday, January 06, 2015

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	17.80 + a
---	-------	-----------

13b) Brakemen, Trackmen	30.37	17.80 + a
-------------------------	-------	-----------

----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	30.37	17.80 + a
--	-------	-----------

15) Form Erectors	30.68	17.80 + a
-------------------	-------	-----------

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	17.80 + a
---	-------	-----------

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

17) Laborers Topside, Cage Tenders, Bellman	30.26	17.80 + a
---	-------	-----------

18) Miners	31.28	17.80 + a
------------	-------	-----------

---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ---

18a) Blaster	37.41	17.80 + a
--------------	-------	-----------

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	17.80 + a
---	-------	-----------

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	17.80 + a
---	-------	-----------

21) Mucking Machine Operator	37.97	17.80 + a
------------------------------	-------	-----------

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

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

Two axle trucks	28.33	19.14 + a
-----------------	-------	-----------

Three axle trucks; two axle ready mix	28.43	19.14 + a
---------------------------------------	-------	-----------

Three axle ready mix	28.48	19.14 + a
----------------------	-------	-----------

Four axle trucks, heavy duty trailer (up to 40 tons)	28.53	19.14 + a
--	-------	-----------

Four axle ready-mix	28.58	19.14 + a
---------------------	-------	-----------

Heavy duty trailer (40 tons and over)	28.78	19.14 + a
---------------------------------------	-------	-----------

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.58	19.14 + a
---	-------	-----------

----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)	36.80	22.30 + a
---	-------	-----------

Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	36.48	22.30 + a
--	-------	-----------

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)	35.74	22.30 + a
---	-------	-----------

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	35.35	22.30 + a
---	-------	-----------

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)	34.76	22.30 + a
--	-------	-----------

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 34.76 22.30 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 34.45 22.30 + 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). 34.11 22.30 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 33.71 22.30 + 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). 33.28 22.30 + a

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 31.24 22.30 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 31.24 22.30 + a

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

Group 12: Wellpoint Operator, 31.18 22.30 + a

Group 13: Compressor Battery Operator, 30.60 22.30 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 29.46 22.30 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 29.05 22.30 + a

Group 16: Maintenance Engineer/Oiler 28.40 22.30 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 32.71 22.30 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). 30.29 22.30 + a

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	44.30	6.5%+17.70
--	-------	------------

21) Heavy Equipment Operator	39.87	6.5%+15.83
------------------------------	-------	------------

22) Equipment Operator, Tractor Trailer Driver, Material Men	37.66	6.5%+15.40
--	-------	------------

23) Driver Groundmen	24.37	6.5%+10.04
----------------------	-------	------------

23a) Truck Driver	33.23	6.5%+14.28
-------------------	-------	------------

As of: Tuesday, January 06, 2015

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

----LINE CONSTRUCTION----

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: Streetscape Improvements On Pennsylvania Avenue And Hope Street

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*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

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.

As of: Tuesday, January 06, 2015

Project: Streetscape Improvements On Pennsylvania Avenue And Hope Street

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:

Tuesday, January 06, 2015



STATE OF CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF HIGHWAY OPERATIONS AND
 MAINTENANCE

Date:	PMT-1 Rev. 10/13 State of Connecticut Department of Transportation APPLICATION FOR PERMIT	Application form must be filled in completely and mailed or delivered to the corresponding District Office for the subject town.
Fee: (for DOT use)		

LOCATION OF PROPOSED WORK:

(a) Town _____ (b) Route _____ (c) Street Name & No. _____
 (d) (Circle One) N. S. E. W. side of Highway (e) Located Between Utility Poles No. & No.
 (f) Distance and direction from nearest intersecting road _____ Miles (N. S. E. W.) of _____ (St/Rd)

Application is hereby made to: (Describe fully & include sketch or attach plans) _____

PERMIT FEE can be paid only by check or money order payable to Treasurer- State of Conn.

<p>Name of Surety Company & amount of Bond <input type="text"/></p> <p>Party whom Bond is issued: Print Name _____ Signed _____ Phone _____</p> <p>Party to whom Insurance is issued: Print Name _____ Signed _____</p> <p>Approximate Time Required _____ Desired Starting Date _____</p> <p>Complete Plans and Specifications must be submitted for major encroachment permits. On other work a careful sketch shall be shown on space above or on back side of application.</p>	<p>Permit to be issued to:</p> <p>Name _____ & _____ Address _____ Town _____ ZIP _____</p> <p>The owner of the property for whom this work is being performed agrees to accept all future maintenance responsibility for the work specified in the permit.</p> <p>Print Owner's Name _____ Address _____ Signed _____ Phone _____</p>
---	---

AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the day of in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of East Lyme, Connecticut
108 Pennsylvania Avenue
Niantic, CT 06357

and the Contractor:
(Name, legal status, address and other information)

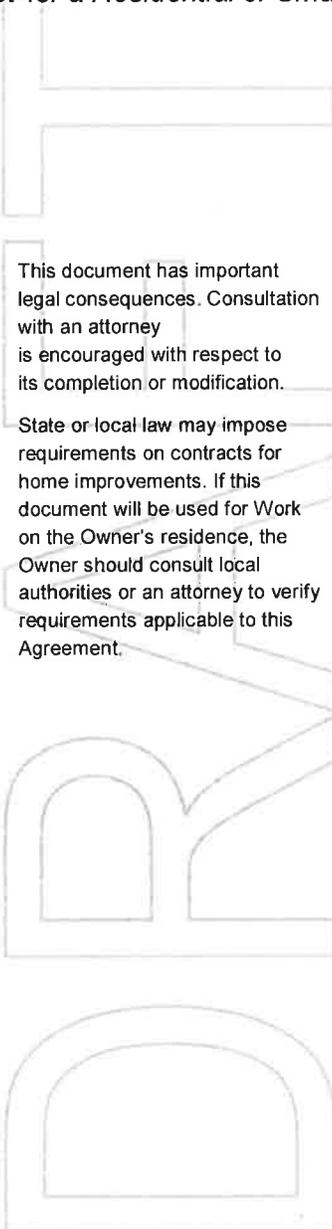
for the following Project:
(Name, location and detailed description)

Streetscape Improvements
Pennsylvania Avenue and Hope Street
Niantic, CT

The Architect:
(Name, legal status, address and other information)

Town of East Lyme Engineering Department
108 Pennsylvania Avenue
Niantic, CT 06357

The Owner and Contractor agree as follows.

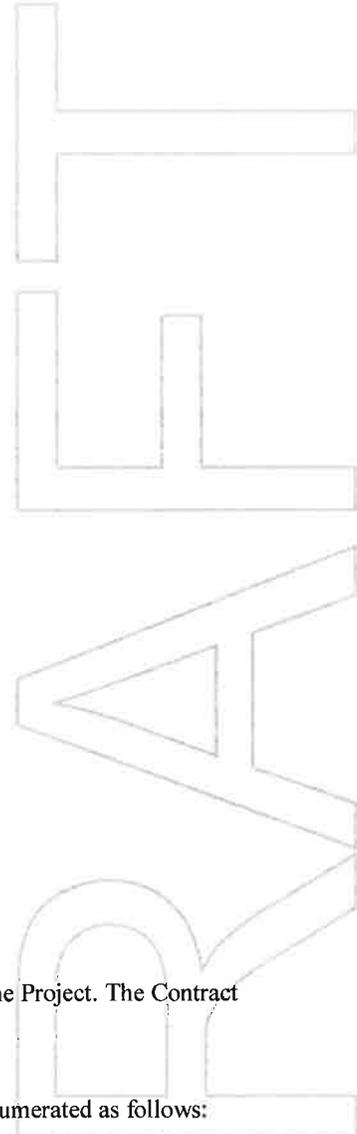


This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS



ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated [redacted], and enumerated as follows:

Drawings:

Number	Title	Date
[redacted]	[redacted]	[redacted]

Specifications:

Section	Title	Pages
[redacted]	[redacted]	[redacted]

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
[redacted]	[redacted]	[redacted]

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

Date of Commencement shall be the date upon which the Owner issues to the Contractor a written notice to proceed.

The date of Substantial Completion shall be May 21, 2015.

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 terms of this Agreement then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the Owner 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 sum of One Thousand Dollars (\$ 1,000.00) per calendar day.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, the said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications 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 the Work is due:

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

§ 3.7 ALLOWANCES

§ 3.7.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.

§ 3.7.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.7.2.1 and (2) changes in Contractor's costs under Section 3.7.2.2.

§ 3.7.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment ~~certified by the Architect, the Owner~~ the Owner, who may in its sole discretion consult with the Architect concerning the Contractor's Application for Payment, shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.1.1 The Owner shall make payment of the amount approved by Owner to the Contractor not later than calendar days after the date upon which the Owner approves all or part of the Contractor's Application for Payment.

§ 4.1.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 4.1.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.1.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.0%) of the Work.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at a location agreed upon in writing), less retainage of five percent (5.0%) on the Work;
- .3 Subtract the aggregate of previous payments made by the Owner; and,
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

~~%~~ Not applicable. No interest shall apply

§ 4.3.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Project is fully and finally completed as determined by the Owner..

§ 4.3.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the Owner approves the Contractor's final Application for Payment.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor and the Contractor's Subcontractors shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
<u>General Liability</u>	<u>Each Occurrence</u> <u>\$1,000,000</u>
	<u>General Aggregate</u> <u>\$2,000,000</u>
	<u>Products/Completed Operations Aggregate</u> <u>\$2,000,000</u>
<u>Professional Liability</u>	<u>Each Claim or Each Occurrence</u> <u>\$1,000,000</u>
	<u>Aggregate</u> <u>\$1,000,000</u>
<u>Auto Liability</u>	<u>Combined Single Limit</u>
	<u>Each Accident</u> <u>\$1,000,000</u>
<u>Umbrella</u> <u>(Excess Liability)</u>	<u>Each Occurrence</u> <u>\$5,000,000</u>
	<u>Aggregate</u> <u>\$5,000,000</u>

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation : Statutory Limits

<u>Employers' Liability</u>	<u>EL Each Accident \$1,000,000</u>
	<u>EL Disease Each Employee \$1,000,000</u>
	<u>EL Disease Policy Limit \$1,000,000</u>

Original, completed Certificates of Insurance must be presented to the Town of East Lyme prior to Contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

The Owner, the Architect and the Architect's consultants, if any and their respective agents, employees, officers, members, volunteers and affiliated entities (collectively, the "Additional Insureds") shall be named as an additional insured on the Contractor's insurance policy(ies). The Contractor shall include a provision in its agreements with its Subcontractors requiring that the Additional Insureds be named as additional insureds on the Subcontractor's insurance policies. The insurance of the Contractor and the insurance of the Contractor's Subcontractors shall be primary to any insurance available to the Additional Insureds, which insurance shall be secondary and

non-contributory. The Contractor shall, before commencement of its Work, and prior to the commencement of the Work of any of its Subcontractors, submit to the Owner evidence of the aforementioned insurance requirements from itself and its Subcontractors in the form of a certificate of insurance and additional insured endorsements acceptable to the Owner. Failure by the Contractor to provide the endorsements required in this section shall entitle the Owner to withhold payment from any Application for Payment then due or to become due until such time as the endorsements are provided.

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work. The Contractor and the Contractor's Subcontractors and Suppliers waive all rights of subrogation against the Owner, the Architect and the Architect's consultants and their respective agents, employees, officers, members, volunteers and affiliated entities.

§ 5.6 The Contractor shall provide to the Owner a 100% Performance and Labor and Materials Payment Bond in a form acceptable to the Owner from a Surety licensed to do business in the State of Connecticut and acceptable to the Owner.

§ 5.7 The insurance provisions of this Agreement shall survive termination and/or full or partial performance of the Agreement.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work shall be deemed to include, in the reasonable opinion of the Owner, who may consult with the Architect, if any, all items reasonably inferable from the Contract Documents.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the ~~Architect~~ Architect, if any, are instruments of the Architect's service for use solely with respect to this Project. The ~~Architect~~ Architect, unless otherwise stated in the agreement between Owner and Architect, if any, shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Architect~~ Architect or Owner as the case may be.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the ~~Architect~~ Owner.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's ~~and Architect's~~ information a Contractor's construction schedule for the Work. The Contractor shall update and submit for the Owner's information an updated schedule at least once every thirty (30) days with each of the Contractor's Application for Payment, or sooner if required by Project conditions as may be reasonably requested by the Owner. Failure of the Contractor to submit an updated schedule as provided herein shall entitle the Owner to suspend all payment obligations to the Contractor until the Contractor complies with the provisions herein.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner ~~through the Architect~~ the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the ~~Owner or Architect~~ Owner, who may consult with the Architect, if any, have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

~~The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.~~ § 8.5.1 The Contractor warrants to the Owner and Architect, if any, that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.5.2 The Contractor shall provide copies of all fully executed warranties and guarantees required by the Contract Documents within ten (10) days of the date of Substantial Completion or as otherwise provided for Work accepted before or after such date.

§ 8.5.3 All warranties shall commence as of the date of Substantial Completion of the Work, and shall continue for a period of one (1) year or longer as required by the Contract Documents. In no event shall the commencement of the use of building systems be deemed to commence the term of any warranty unless the Owner has, at that time, actually commenced beneficial use of the Project.

§ 8.5.4 Substitutions not properly approved and authorized by the Owner, who may consult with the Architect, if any, shall be considered defective.

§ 8.5.5 Work, materials or equipment which fails to perform under the proper use and normal wear for intended purposes for a period of one year after the date of Substantial Completion, except where warranties for longer durations are called for by the Contract Documents, shall be considered defective.

§ 8.5.6 Longer term or extended warranties required by the Contract Documents shall be provided by the relevant Subcontractor, vendor or manufacturer directly to the Owner, and the Contractor shall obtain documentation of such warranties and transmit such documentation to the Owner for review and approval. ~~§ 8.6 TAXES~~ § 8.6 TAXES
~~The~~ If applicable, the Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the ~~Architect~~ Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the ~~Architect~~ Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The Owner may consult with the Architect, if any, concerning the review of Shop Drawings, Product Data, Samples and similar submittals.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 8.12 INDEMNIFICATION

~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.~~

§ 8.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§ 8.12.2 The Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from any and all losses, costs and expenses, including fines and reasonable attorneys' fees incurred by the Owner by reason of the violation of such laws, ordinances, regulations and directives, federal, state and local, which are currently in effect or which become effective in the future and caused by the negligence of the Contractor, its Subcontractors or anyone either directly or indirectly employed by any of them.

§ 8.12.3 To the fullest extent permitted by law, the Contractor shall provide a defense to the Owner, Architect and Architect's consultants and their respective employees, agents, volunteers and affiliated entities for any claims concerning, arising out of, or relating to the Contractor's or the Contractor's Subcontractor's operations concerning, the Project whether or not such claim has in part its origin in a claim that the Owner's conduct was in part responsible for said damage, loss or expense. The duty to defend the Owner extends to situations where there is no duty to indemnify or save the Owner harmless for that portion of the claim, loss or damage attributable to the Owner's conduct.

§ 8.12.4. The defense and indemnification provisions of this Agreement shall survive termination or full or partial performance of the Agreement.

ARTICLE 9 ARCHITECT

~~§ 9.1 The Architect will provide~~ Owner may consult with the Architect, if any, in the administration of the Contract as described in the Contract Documents. ~~The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~

~~§ 9.2 The Architect will~~ may, if requested by the Owner, visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

~~§ 9.3 The Architect-Architect, if any, will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect-Architect, if any, will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.~~

~~§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.~~

~~The Architect may be consulted by the Owner to review the Contractor's Applications for Payment.~~

~~§ 9.5 The Architect-Architect, if any and authorized by the Owner, has authority to reject Work that does not conform to the Contract Documents.~~

~~§ 9.6 The Architect will promptly review and approve or take Architect, if any, may, at the Owner's election, assist the Owner in the review or other appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

~~§ 9.7 The Architect will promptly interpret and decide matters Architect, if any, may, at the Owner's election, interpret questions concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor. Documents.~~

~~§ 9.8 Interpretations and decisions of the Architect-If the Owner elects to consult with the Architect as provided in Section 9.7, the Architect's interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~

~~§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.~~

ARTICLE 10 CHANGES IN THE WORK

~~§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.~~

GENERAL

~~§ 10.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 10 and elsewhere in the Contract Documents.~~

~~§ 10.1.2 A Change Order shall be based upon agreement among the Owner, who may consult with the Architect, if any, and Contractor; A Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor.~~

~~§ 10.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order,~~

~~§ 10.1.4 The Owner reserves the sole and exclusive right to reduce or remove certain portions of the Contractor's Work after the execution of this Agreement by Change Order or Construction Change Directive,~~

~~§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.~~

CHANGE ORDERS

~~§ 10.2.1 A Change Order is a written instrument prepared by and signed by the Owner and Contractor stating their agreement upon all of the following:~~

- ~~.1 The change in the Work;~~
- ~~.2 The amount of the adjustment, if any, in the Contract Sum; and~~
- ~~.3 The extent of the adjustment, if any, in the Contract Time.~~

§ 10.2.2 Methods used in determining adjustments to the Contract Sum will include those listed in Section 10.3.3 below.

§ 10.3 If concealed or unknown physical conditions are encountered at the site

CONSTRUCTION CHANGE DIRECTIVES

§ 10.3.1 A Construction Change Directive is a written order prepared by and signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Construction Change Directive may be issued by the Owner to the Contractor directing the Contractor to proceed with any Work for which the Owner in good faith believes is part of the Contract Documents without any adjustment in the Contract Sum or Contract Time.

§ 10.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 10.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 10.3.7.

The amount of allowable overhead and profit to the Contractor for an increase in the Cost of the Work shall be % of the Contractor's net cost.

§ 10.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 10.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 10.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 10.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 10.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 10.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 10.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner who may consult with the Architect, if any. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 10.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner, who may consult with the Architect, if any, will make an interim determination for purposes of monthly payments for those costs in the Owner's reasonable and good faith judgment, to be reasonably justified.

§ 10.3.10 When the Owner and Contractor agree with a determination made by the Owner who may consult with the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 10.4 CONCEALED OR UNKNOWN CONDITIONS.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or ~~from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.~~ (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner who may consult with the Architect, if any, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will consider in good faith an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner who may consult with the Architect, if any, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination or recommendation, that party may proceed as provided in Article 15.

§ 10.5 MINOR CHANGES IN THE WORK

The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the ~~Contract Time shall be subject to equitable adjustment.~~ the commencement or progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner, or if and to the extent caused by the negligence of the Owner; or by changes ordered in the Work pursuant to Article 10; or by delays associated with the delivery of materials ordered by the Owner for which the Contractor is not responsible and which impact the critical path of the construction schedule; or acts of God (such as tornado, hurricane, flood, etc.), or unusual delays by relevant governmental authorities in performing inspections and/or issuing governmental approvals which are a condition precedent to the issuance of a certificate of occupancy (temporary or permanent) or failure or unusual delay by any local utility (i.e., electricity, water, sewer) providing services to the Project that impact the critical path of the construction schedule or is necessary to obtain a certificate of occupancy (temporary or permanent), then the Contract Time shall be extended by Change Order or Constructive Change Directive for such reasonable time as the Owner, who may consult with the Architect, if any, may determine and the construction schedule shall be revised accordingly. In order for the Contractor to obtain an extension of time, the Contractor must prove to the

Owner that the cause of the delay will extend the critical path of the construction schedule leading to the occupancy or use of the Project. Such extensions of Contract Time shall apply only to delays for which the Contractor has no responsibility. If a delay is attributable to both the Contractor and the Owner (including parties for which each is responsible), then entitlement to an extension of Contract Time shall apply proportionately.

§ 11.3 Notwithstanding anything to the contrary in the Contract Documents, an extension of Contract Time, to the extent permitted herein, shall be the sole remedy of the Contractor for any (1) delay in the start, prosecution, or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims, whether or not such claims are foreseeable, contemplated, or unanticipated. In no event is the Contractor entitled to any compensation or recovery of any damages, in connection with any claim, including without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing the suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the Owner's exercise of such rights or remedies, are not to be construed as active interference with the Contractor's performance of the Work.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENTSCHEDULE OF VALUES

Prior to the Commencement Date, the Contractor and the Owner shall agree on a schedule of values allocating the entire Contract Sum to the various portions of the Work, which shall be used as the basis for reviewing the Contractor's Applications for Payment. This schedule shall not be amended, unless agreed to by the Owner and the Contractor in writing.

~~§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.~~

~~§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.~~

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

APPLICATIONS FOR PAYMENT

§ 12.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner, who may consult with the Architect, if any an itemized Application for Payment for Work completed in accordance with the schedule of values for completed portions of the Work. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.3.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment,

all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. Provided that the Owner shall have paid the Contractor all amounts properly due and owing under the Contract Documents, the Contractor shall defend, indemnify and hold the Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, any Subcontractor, Sub-subcontractor or anyone claiming by, through or under them. As a condition of Payment, the Contractor shall provide a fully executed waiver with respect to all Work for which payment has been made by the Owner through the previous Application for Payment.

§ 12.3.4 The Contractor agrees that it shall take whatever action is reasonably necessary to remove or discharge any lien, claim, security interest or encumbrance placed on the Project in favor of any Subcontractor, material supplier, or other person or entity making a claim by reason of having provided labor, materials and equipment related to the Work for which the Contractor is responsible, including without limitation, discharging by substitution of a bond. The Contractor agrees that it shall take such action within twenty (20) days of written receipt of notice and evidence of such lien, claim, security interest or encumbrance from the Owner.

§ 12.4 PROGRESS PAYMENTS CERTIFICATES FOR PAYMENT

The Owner, who may consult with the Architect, if any, will, within ten days after receipt of the Contractor's Application for Payment, either approve the Application for Payment in its entirety or in part or disapprove all or part of the Contractor's Application for Payment. The Owner shall provide to the Contractor in writing the reasons for such disapproval of all or part of the Contractor's Application for Payment. The Owner, in all events, shall pay approved amounts in the Contractor's Application for Payment pursuant to the terms of this Agreement

~~§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.~~

~~§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.~~

~~§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.~~

~~§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.~~

§ 12.5 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values performed in the preceding month. Such Application for Payment shall be notarized and supported by such data as the Owner and Architect, may require substantiating the Contractor's request for payment. Such supporting data shall include without limitation the following: (1) absolute releases of liens and claims from the Contractor, Subcontractors and suppliers reflecting the full amounts included in previous Applications for Payment of which the Owner has made payment to Contractor; (2) monthly update of the Contractor's construction schedule; (3) monthly updated schedule of submittals; and (4) any other supporting documentation or reporting as reasonably required by the Owner or the Architect. Failure by the Contractor to provide the information in this Section or otherwise required by the Contract Documents, in a form acceptable to the Owner and Architect shall cause the Application for Payment to be incomplete and defective and suspend the Owner's obligation to pay until such time as the defects are cured and the Application for Payment is processed in accordance with the terms of this Agreement. In order to expedite progress payments during the course of the Project, the Contractor, prior to the submission of the Application for Payment, shall review with the Architect and the Owner and/or the Owner's Representative a draft of the Application for Payment set forth in herein in order to expedite and facilitate agreement with the amounts requested.

§ 12.5 SUBSTANTIAL COMPLETION PROGRESS PAYMENTS

~~§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.~~

~~§ 12.5.1 The Owner shall make payment in the manner provided in the Contract Documents.~~

~~§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.~~

~~§ 12.5.3 Neither the Owner nor the Architect, if any, shall have responsibility for payments to a subcontractor or supplier.~~

~~§ 12.5.4 A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.~~

§ 12.6 FINAL COMPLETION AND FINAL PAYMENTS SUBSTANTIAL COMPLETION

~~§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.~~

~~§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract. When the Work or designated portion thereof is substantially complete, the Owner who may consult with the Architect, if any, will make an inspection to determine whether the Work is substantially complete. When the Owner who may consult with the Architect, if any, determines that the Work is substantially complete the Owner or Architect, if any, shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.~~

~~§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. The Owner reserves the right to take possession and occupy any portion of the Project prior to the completion of the entire Project provided that a temporary certificate of occupancy has been obtained with respect to such portion of the Project. Such completion and occupancy, however, shall not interfere with the Work.~~

§ 12.7 FINAL COMPLETION AND FINAL PAYMENT

~~§ 12.7.1 Upon receipt of a final Application for Payment, the Owner who may consult with the Architect, if any, will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly review the Contractor's final Application for Payment.~~

~~§ 12.7.2 Final payment shall not become due until the Contractor submits to the Owner final and absolute releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.~~

§ 12.7.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect-Owner who may consult with the Architect, if any, as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. The Contractor shall not assign the Contract without the written consent of the Owner. Any such assignment shall be null and void. The Owner may, without the Contractor's prior written consent, assign its rights hereunder, provided that such assignee agrees to comply with all applicable provisions of the agreement and the Contractor is given written notice of such agreement signed by both the Owner and the assignee.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 15.4 RESOLUTION OF CLAIMS AND DISPUTES

Unless another method of dispute resolution is agreed to by the Owner and the Contractor, all claims and disputes shall be resolved by trial in a court of competent jurisdiction. The term "claim" is demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. It also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. The responsibility to substantiate claims shall rest with the party making the claim.

§ 15.5 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a claim, except as otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents that are not the subject of a good faith dispute.

§ 15.6 NO DAMAGE FOR DELAY. In all events, The Contractor shall have a separate Claim for damages or costs of any kind resulting from a delay in the Work as demonstrated by the Contractor's schedule of critical path activities, regardless of whether all or part of such delay may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives, the Owner's consultants, if any, the Architect or the Architect's consultants, if any. The parties agree that their sole remedy for such delay shall be an extension of time, which may be granted or denied in accordance with the terms of this Agreement.

§ 15.7 WAIVER OF IMPACT CLAIMS. In all events, the parties waive all kinds of impact claims, including but not limited to, efficiency, loss of productivity, trade stacking, disruption, re-sequencing, and the like, regardless of whether all or part of such impact may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives, the Owner's consultants, if any, the Architect or the Architect's consultants.

§ 15.8 The parties shall include similar No Damage For Delay and Waiver of Impact Claim provisions in any agreements that either party executes with any Subcontractors, suppliers and any other persons or entities that either party employs to perform the Work, and shall name the other party as third-party beneficiaries of such provisions.

§ 15.9 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 16. Nothing contained in this Section 15.9 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 ~~Owner fails to make payment due and owing in accordance with the terms of this Agreement for a period of 30 days past the date that such payment is due and owing through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days,~~ the Contractor may, upon seven additional days' written notice to the Owner and Architect, ~~Owner,~~ terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead ~~and profit, and profit on the Work actually executed and accepted by the Owner,~~ and costs incurred by reason of such termination. In no event shall the Contractor be entitled to anticipated overhead and profits on Work not performed.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, ~~after~~ after, in the Owner's sole discretion, consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work ~~not executed-actually~~ executed and accepted by the Owner. In no event shall the Contractor be entitled to anticipated overhead and profits on Work not performed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Any deviation from the Contract Documents must be completely detailed in writing by the Contractor and approved in writing by the Owner prior to the performance of said Work.

§ 17.2 The Contractor agrees that all persons working on behalf of the Contractor shall obey the rules and regulations established by the Owner and shall obey the reasonable directions of the Owner's employees. The Contractor shall be responsible for the acts and conduct of its employees, subcontractors and agents while on the Owner's premises. The Contractor shall take all necessary measures to prevent injury and loss to persons and property located on the Owner's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its employees, subcontractors and agents. The Contractor must give the Owner written assurance that no employees of the Contractor or its subcontractors have criminal records of such nature that would place at risk students and staff of the Owner. The Owner reserves the right to approve and /or reject any personnel assigned to any phase of the Project for any reason the Owner deems appropriate in its sole discretion.

§ 17.3 If the Contract entails any exposure to a regulated material, including, but not limited to, asbestos or lead, the Contractor certifies that it and each of its subcontractors and their employees shall be certified and trained under all OSHA and other relevant regulations for such Work.

§ 17.4 State, federal or other grant programs may fund some or the entire Contract. The Contractor is advised that such funding programs may include contractual provisions binding on contractors and which may, for example, require audits or certifications under oath that the Contractor has not been debarred, suspended or excluded from any publicly funded project or programs.

§ 17.5 The Contractor is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478 and, if applicable, the Connecticut Fair Employment Practice Law.

Pursuant to Conn. Gen. Stat. Sect. 4a-60, the Contractor agrees and warrants that, in the performance of the Contract, the Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities' (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of section 4a-60 and section 46a-56, 46a-68e, and 46a-68f;

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor as related to the provisions of this section and section 46a-56.

§ 17.6 In the event that this Contract is at or above the prevailing wage threshold as defined by Connecticut law, section 31-53, as amended, the Contractor shall include the costs of such wages in the Contract Price.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

Town of East Lyme, Connecticut

(Printed name, title and address)

CONTRACTOR *(Signature)*

(Printed name, title and address)

LICENSE NO.:

JURISDICTION:

PART 3 – GENERAL SPECIFICATIONS

NOTICE TO CONTRACTOR PERMITS

The Contractor is responsible for obtaining an entry permit from the Department of Transportation for work within the State right-of-way.

There will be no direct payment to the Contractor for this work. The cost for obtaining the necessary permits shall be included in the overall cost of the project.

Note: These plans and specifications have already been submitted to DOT district II in Norwich. These plans were developed with input from the DOT. Any design issues or plan modifications required by DOT will be addressed by the Town.

SECTION 1.01 – DEFINITION OF TERMS AND PERMISSIBLE ABBREVIATIONS

Under the following Article replace the definitions with the following:

Article 1.01.01 – Definitions:

COMMISSIONER: Shall mean the Town of East First Selectman or his/her agents.

DEPARTMENT: Shall mean the Town of East Lyme.

ENGINEER: Shall mean the Town of East Lyme Town Engineer or his agents.

STATE: Shall mean the Town of East Lyme.

TRANSPORTATION MANAGER OF CONTRACTS: Shall mean the Town of East Lyme Public Works Director or his agents.

DEPARTMENT'S ASSISTANT DISTRICT ENGINEER: Shall mean the Town of East Lyme Public Works Director or his agents.

OWNER: Shall mean the Town of East Lyme.

PART 4 – PROJECT SPECIFICATIONS

ITEM NO. 0062680 – ADA DETECTABLE (TACTILE) WARNING PAVERS

Description: This item shall consist of furnishing and installing Pavestone ADA (Americans with Disabilities Act) style brick pavers on concrete and processed aggregate base at the sidewalk ramps in the locations and patterns shown on the plans or as ordered by the Engineer.

Materials: The brick pavers shall be 2 3/8", Pavestone type "ADA" and "Oaks Blend" color as supplied by the manufacturer. Joints shall be hand tight, filled with "Super Sand" by Alliance Gator or stabilized sand approved equal, installed per manufacturer's instructions. Beige or grey color to be determined by Town Engineer. Joint sand gradation shall be in accordance with ASTM C-144. Bedding sand gradation shall be in accordance with ASTM C-33. Contractor shall furnish and install processed aggregate and concrete base.

Construction Methods: The installation of the brick pavers shall be in accordance with the details contained in the plans.

Method of Measurement: This work shall be measured for payment by the number of square feet of brick pavers installed complete and accepted in place.

Basis of Payment: This work will be paid for at the contract unit price per square feet (SF) for brick pavers complete in place, which price shall include all materials, equipment, tools, and labor incidental thereto. Removal of any existing curbing, asphalt, concrete, or any other items or materials required to complete construction shall be included in the cost of installation.

<u>Pay Item</u>	<u>Pay Unit</u>
ADA Detectable (Tactile) Warning Pavers	SF

ITEM NO. 0202529 – CUT BITUMINOUS CONCRETE PAVEMENT

Refer to Section 2.02 and corresponding materials sections of the 816

2.02.04 – Method of measurement

Add the following:

Additional sawcut required to correct any damage to cut edges or to correct improperly cut edges shall not be included in the measurement for payment. There will be no additional payment for re-cutting damaged edges.

ITEM NO. 0219011 – SEDIMENT CONTROL SYSTEM AT CATCH BASIN

Description: This item shall consist of furnishing, installing, maintaining and removing and disposing of sediment controls consisting of geotextile sacks at catch basins in the locations shown on the plans or as ordered by the Engineer. Removal and re-installation is included in this item.

Materials: Geotextile sacks shall conform to Section 7.55 and M.08 as supplied by the manufacturer.

Construction Methods: The installation of the geotextile sacks shall be in accordance with the details contained in the plans.

Method of Measurement: This work shall be measured for payment by the number of geotextile sacks installed complete and accepted in place.

Basis of Payment: This work will be paid for at the contract unit price per each (EA) for geotextile sacks complete in place, which price shall include all materials, equipment, tools, and labor incidental thereto. No additional payment shall be made for the cleanout of accumulated sediment.

<u>Pay Item</u>	<u>Pay Unit</u>
Sediment Control System at Catch Basin	Ea

ITEM NO. 0507106 – TYPE “CL” CATCH BASIN TOP

ITEM NO. 0507119 – TYPE “CM” CATCH BASIN “BARRIER” TOP

ITEM NO. 0507120 – GRANITE CURB INLET

ITEM NO. 0507132 – TYPE “CM” CATCH BASIN

ITEM NO. 0507554 – RESET CATCH BASIN

Refer to Section 5.07 and corresponding materials sections of the 816

ITEM NO. 0507130 – TREE FILTER BOX

Description: This item shall consist of installing tree filter boxes and furnishing/installing structural stone base in the locations shown on the plans.

Materials: Town will furnish tree filter boxes and cast iron grates. Tree filter boxes consist of a one-piece precast concrete structure, as shown on plans, to filter road surface stormwater runoff. Contractor shall install tree filter boxes and furnish/install 2” of ¼” crushed stone on 8” of 1½” crushed stone for a structural base. Town will furnish topsoil to be installed in tree filter box. Topsoil will be delivered to Hope Street parking lot Construction Staging Area.

Construction Methods: Contractor shall unload tree filter boxes and grates upon delivery. Tree filter boxes shall be installed in-line with the gutter of the road on both sides of structure. All pavement and surrounding structure is to be restored to original condition. Any undermining of the pavement and/or base structure is to be at the cost of the Contractor. Paving will taper in grade from curb reveal on either side to 6½” at the inlet. Contractor shall install topsoil by Town into tree filter box as directed by Town Engineer.

Method of Measurement: This work shall be measured for payment by the number of tree filter boxes installed complete and accepted in place.

Basis of Payment: This work will be paid for at the contract unit price per Each (Ea) for tree filter boxes complete in place, which price shall include all materials, equipment, tools, and labor incidental thereto. All existing curbing, pavement, concrete or other materials to be removed for the installation of this item shall be included in the unit cost.

<u>Pay Item</u>	<u>Pay Unit</u>
Tree Filter Box	Ea

ITEM NO. 0813001 – GRANITE CURBING
ITEM NO. 0813002 – GRANITE RADIUS (CURVED) CURBING

Refer to Section 8.13 and corresponding materials sections of the 816

8.13.03 – Construction Methods

Add the following:

1. Excavation: All existing curbing, pavement, concrete or other materials or items to be removed for the installation of new granite curb shall be included in the cost of granite curbing.

8.13.05 – Basis of Payment

Add the following:

Removal of any existing curbing, asphalt, concrete, or any other items or materials required to complete construction shall be included in the cost of installation.

<u>Pay Item</u>	<u>Pay Unit</u>
Granite Curbing	LF
Granite Radius (Curved) Curbing	LF

M.12.06 – Stone Curbing

Add the following:

The curb shall be 5" wide by 18" deep Blue Sky Gray Granite by Williams Stone Co. Inc. or Classic Grey Granite by North Carolina Granite, or approved equal with the following or better characteristics:

Blue Sky Gray Granite

Absorption by weight:	0.27%
Density:	164.5 lbs/ft ³
Compression strength:	22,300 psi
Modulus of Rupture	2,350 psi
Flexural strength	1,928 psi

Classic Grey Granite

Absorption by weight:	0.26%
Density:	165.12 lbs/ft ³
Compression strength:	39,960 psi
Modulus of Rupture	2,650 psi
Flexural strength	1,724 psi

All granite curbing shall have a factory installed dressed back, and an eased thermal edge and thermal top finish at the front arris line.

Contractor shall supply Town with sample of granite curb for approval of color and finish.

ITEM NO. 0815001 – BITUMINOUS CONCRETE CURB

Refer to Section 8.15 and corresponding materials sections of the 816

ITEM NO. 0921001 – 5" CONCRETE SIDEWALK

Refer to Section 9.21 and corresponding materials sections of the 816

9.21.04 – Method of Measurement

Change the following:

3. Excavation above the finished grade of the sidewalk shall be included in the unit cost of this item.

Add the following:

4. All existing curbing, pavement, concrete, handicap ramps or other materials and items to be removed for the installation of new sidewalk shall be included in the cost of concrete sidewalk.

ITEM NO. 0921008 – BRICK PAVERS ON 4” CONCRETE @ WALK SHELF

Description: This item shall consist of furnishing and installing brick pavers on concrete and processed aggregate base at the sidewalk shelf in the locations and patterns shown on the plans or as ordered by the Engineer.

Materials: The brick pavers shall be 2 3/8”, Ideal Pavers type “Boston Colonial”, “Beacon Hill Blend” and “Charcoal” color as supplied by the manufacturer. Joints shall be hand tight, filled with “Super Sand” by Alliance Gator or stabilized sand approved equal, installed per manufacturer’s instructions. Beige or grey color to be determined by Town Engineer. Bedding sand gradation shall be in accordance with ASTM C-33. Contractor shall furnish and install processed aggregate and concrete base.

Construction Methods: The installation of the brick pavers shall be in accordance with the details contained in the plans.

Method of Measurement: This work shall be measured for payment by the number of square feet of brick pavers installed complete and accepted in place.

Basis of Payment: This work will be paid for at the contract unit price per square feet (SF) for brick pavers complete in place, which price shall include all materials, equipment, tools, and labor incidental thereto. All existing curbing, pavement, concrete or other materials to be removed for the installation of this item shall be included in the unit cost.

<u>Pay Item</u>	<u>Pay Unit</u>
Brick Pavers on 4” conc. @ walk shelf	SF

ITEM NO. 0922501 – BITUMINOUS CONCRETE DRIVEWAY

Refer to Section 9.22 and corresponding materials sections of the 816

ITEM NO. 0923001 – BITUMINOUS CONCRETE FOR PATCHING (ROAD)

Refer to Section 9.23 and corresponding materials sections of the 816

ITEM NO. 0924004 – CONCRETE DRIVEWAY RAMP (8” THICK)

Refer to Section 9.24 and corresponding materials sections of the 816

4.06.05 – Basis of Payment

Change the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Driveway Ramp	SY

ITEM NO. 0950005 - TURF ESTABLISHMENT

Refer to Section 9.50 and corresponding materials sections of the 816

ITEM NO. 0970006 – Trafficperson (Municipal Police Officer)

ITEM NO. 0970007 – Trafficperson (Uniformed Flagger)

Refer to Section 9.70 and corresponding materials sections of the 816

9.70.01 – Description

Add the following:

The Town of East Lyme will pay the East Lyme Police Department directly for traffic control. Only the Town Engineer or the Resident State Trooper can authorize traffic control.

The Contractor shall be responsible for ordering authorized police traffic control which has a minimum of 4 hours. If the Contractor does not utilize the traffic control or uses less than the 4 hour minimum, then the Contractor shall be responsible for the cost of the unused traffic control.

ITEM NO. 0971001 MAINTENANCE AND PROTECTION OF TRAFFIC

Section 9.71.01 - Description: Add the following:

A staging area will be provided in the Hope Street parking lot for the entire duration of the project. This location is owned by the Town of East Lyme. Work areas shall be completely surrounded by construction safety fencing when work is not actively being conducted.

Section 9.71.05 - Basis of Payment: Third sentence - delete "barricades, drums, traffic cones". After the third sentence add the following: "Maintenance and protection of Traffic" does include the cost of fencing, barricades, drums,

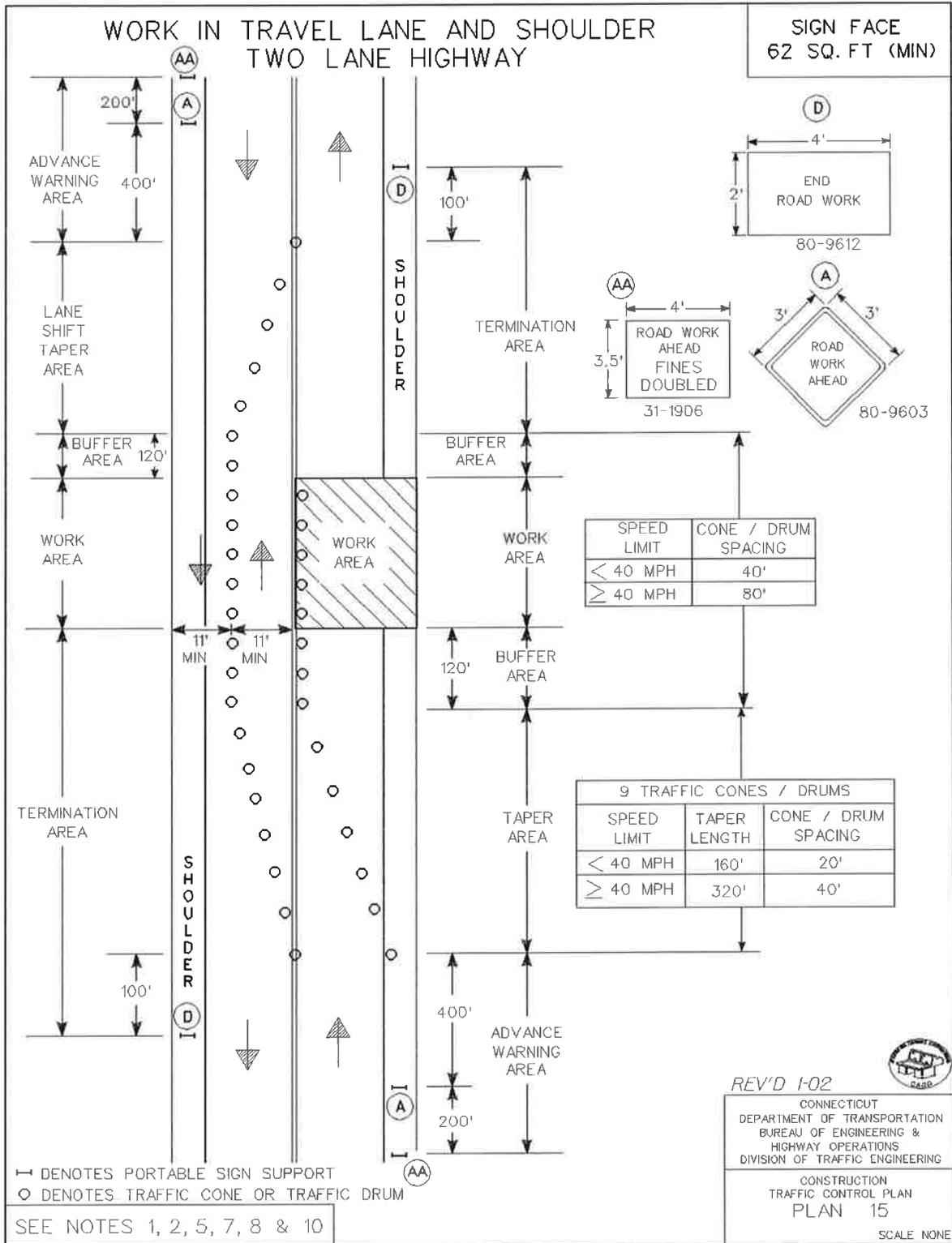
drums with lights, traffic cones, traffic signs, or other channelization devices necessary to delineate a traffic lanes and provide safe pedestrian passage through the project site at all times as shown on the contract plans.

SIGNING

The Contractor shall maintain all existing side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary and install temporary sign supports and foundations if necessary and as directed by the Engineer. The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports and foundations, shall be paid for under the item "Maintenance and Protection of Traffic."

SIGNING PATTERNS

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory. 42 Inch Traffic Cones or Traffic Drums are to be utilized to continue a lane closure on expressways.



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.

REV'D 1-02

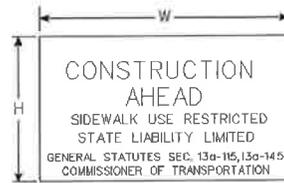
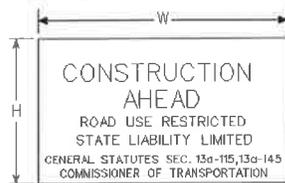


CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
NOTES

NOTES.001

SERIES 16 SIGNS



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

		W	H
16-S	80-1619	48" x 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.

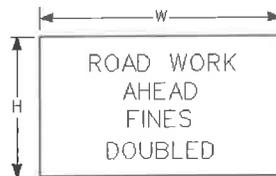
SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

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.

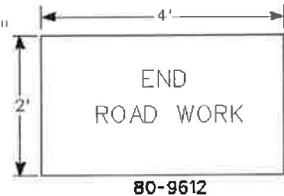
THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.



	W	H
31-1906	48" x 42"	

"END ROAD WORK" SIGN

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



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

ITEM NO. 0975002 – MOBILIZATION

Refer to Section 9.75 and corresponding materials sections of the 816

ITEM NO. 0980001 – CONSTRUCTION STAKING

Refer to Section 9.80 and corresponding materials sections of the 816

ITEM NO. 1002110 – DECORATIVE LIGHT POLE BASE

Refer to Section 10.02 and corresponding materials sections of the 816

10.02.01 – Description

Add the following:

Town to install light pole, decorative fixture and wiring, and to furnish round concrete base. Contractor shall unload from delivery truck, if necessary, and install round concrete base. Contractor shall furnish and install electric conduit in trench. Coordination with CL&P by the Town of East Lyme.

ITEM NO. 1008127 – 2" PVC ELECTRIC CONDUIT IN TRENCH

Refer to Section 10.08 and corresponding materials sections of the 816

10.08.01 – Description

Add the following:

10.08.02 – Materials

Add the following:

One (1) ¼" polypropylene pull cord shall be furnished and installed in all conduits in trench.

ITEM NO. 1206060 – REMOVE & RESET EXIST. SIGN ONTO NEW SIGN POST

Description: This item shall consist of removal and reset of existing signs onto new sign posts in the locations shown on plans.

Materials: Sign posts shall be CTDOT metal, galvanized, U-Channel and comprised of posts, ground stub, PVC sleeve, and hardware.

Construction Methods: The installation of sign posts shall be CTDOT Breakaway Type II in accordance with details shown on plans. For locations in concrete or bricks a 6" "gray" PVC Sch. 40 or 80 conduit shall be used as a sleeve for posts. Conduit sleeve in concrete or brick locations shall be filled with asphalt as shown on CTDOT details.

Method of Measurement: This work shall be measured for payment by the number of existing signs removed and reset onto new sign posts installed complete and accepted in place. *Existing sign posts shall be given to the Town of East Lyme.*

Basis of Payment: This work will be paid for at the contract unit price per each (EA) for sign posts complete in place, which price shall include all materials, equipment, tools, and labor incidental thereto. All existing curbing, pavement, concrete or other materials to be removed for the installation of this item shall be included in the unit cost.

Pay Item
Sign Post

Pay Unit
Ea

ITEM NO. 1302061 – ADJUST WATER GATE BOX

Description: The Contractor shall adjust to final grade the gate boxes and covers appurtenant to the water mains, as required, and shall furnish and install extension rings, extension stems, and air valve extensions, if necessary, as shown on the construction drawings or as directed by the Town Engineer in accordance with these specifications. If the East Lyme Water department determines that a water gate box needs to be replaced the Town will provide a new gate box at no cost to the Contractor. Installation of the new water gate box provided by the Town will be included in this pay item.

Materials: The Contractor shall furnish or obtain materials as required and extension stems, if necessary, which conform to the specific utilities requirements. All additional materials, including any resurfacing materials and any additional fill required, shall be furnished and placed by the contractor. Gravel shall conform to Article M.02.01. If the East Lyme Water department determines that a water gate box needs to be replaced the Town will provide a new gate box at no cost to the Contractor. Installation of the new water gate box provided by the Town will be included in this pay item.

Construction Methods: The Contractor shall carefully excavate around the gate boxes, remove the boxes, install extension stems and air valve extensions, if necessary, and refill the excavation. Care shall be taken to prevent material from filling the inside of the gate box. Any damage done to the water utility

facilities by the Contractor shall be repaired or replaced by the Contractor at the Contractor's own expense.

All utility work shall be coordinated with the East Lyme Water and Sewer Department.

Method of Measurement: The adjusting of gate boxes, complete with extension stems, air valve extensions, gate box extension rings, and additional top or bottom sections, if necessary, will be measured for payment as a unit. Where multiple adjustments of a gate box are required, this work shall be measure for payment only once, regardless of the number of adjustment performed.

Basis of Payment: This work will be paid for at the contract unit price for "Adjust Water Gate Box" complete in place, which price shall include all materials, equipment, tools, and labor incidental thereto. It shall also include the clearing, trenching, and disposal of excavated materials, refilling trenches, furnishing the additional material for refilling, grading, sheeting, bracing, and pumping. Installation of a new water gate box provided by the Town will be included in this pay item.

Pay Item

Adjust Water Gate Box

Pay Unit

Ea

END OF PROJECT SPECIFICATIONS