

BID RESPONSE LABEL

Proposals sent by U.S. Mail should be addressed to Director of General Services, Town of Manchester, 494 Main Street, P.O. Box 191, Manchester, CT 06045-0191. Proposals hand delivered by Federal Express, United Parcel Service or other persons shall be delivered to Director of General Services, Town of Manchester, 494 Main Street, Manchester, CT 06040. The appropriate pre-addressed label below must be affixed to the envelope containing your proposal.

THIS LABEL FOR USE WITH UNITED STATES POSTAL SERVICE DELIVERY



BID NO. 21/22-12

TO BE OPENED:

CHENEY TRAIL IMPROVEMENTS

(DATE): JULY 27, 2021

AT 91 ELM STREET

(TIME): 2:00 P.M.

TO: DIRECTOR OF GENERAL SERVICES
TOWN OF MANCHESTER
LINCOLN CENTER
494 MAIN STREET
P.O. BOX 191
MANCHESTER, CT 06045-0191



THIS LABEL FOR USE WITH HAND DELIVERY (I.E., FED EX, UNITED PARCEL SERVICE)



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LINCOLN CENTER
494 MAIN STREET
MANCHESTER, CT 06040

**CONTRACT DOCUMENTS
FOR
CHENEY TRAIL IMPROVEMENTS
AT 91 ELM STREET
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BID NO. 21/22-12**



**TOWN OF MANCHESTER
GENERAL SERVICES DEPARTMENT
494 MAIN STREET
P.O. BOX 191
MANCHESTER, CT 06045-0191**

***** IMPORTANT *****

BID PROCESS CHANGES DUE TO COVID-19

Due to the current health crisis, the Purchasing Department is changing the procedure for bid openings.

1. Bid responses will be received at the time indicated in bid documents, but due to public buildings being closed, vendors must contact the Purchasing Department at (860) 647-3031 to make an appointment to drop off their bid or send their bid by FedEx, UPS or US Postal Service to be received prior to the bid opening date and time.
2. Bid openings will be held virtually through **Go To Meeting**. Instructions for logging-in to the virtual bid opening are included below.
3. **The virtual bid opening will be held ****30 minutes**** after responses are due**, to give vendors time to log-in.
4. The virtual bid opening will be exactly the same as a regular bid opening – Purchasing staff will open the bid and read the results out loud. Results are not final until reviewed, tabulations compiled and then posted/distributed to participants. In addition, the requesting department will recommend an award after a complete review of the submissions.

We are learning more about COVID-19 every day, and our goal is to balance the health and well-being of our community with the desire to keep Town business moving forward. We will be reassessing daily and any changes will be posted on the General Services page at

<https://generalservices.townofmanchester.org/>

GO TO MEETING INFORMATION:

BID NO. 21/22-12 CHENEY TRAIL IMPROVEMENTS AT 91 ELM STREET
Tue, Jul 27, 2021 2:30 PM - 3:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/214427149>

You can also dial in using your phone.

United States: [+1 \(312\) 757-3121](tel:+13127573121)

Access Code: 214-427-149

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/214427149>

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**INVITATION TO BID
FOR
CHENEY TRAIL IMPROVEMENTS AT 91 ELM STREET**

BID NO. 21/22-12

Work under this contract includes the installation of concrete sidewalk and ramps, concrete dumpster pads, extruded concrete curb and a timber frame ramada at the Cheney Trail access at 91 Elm Street in Manchester. It includes other incidental work such as pavement repair, pavement markings and stone dust path.

Sealed Bids will be received at the office of the Director of General Services, Lincoln Center, 494 Main Street, Manchester, Connecticut 06040 for the project **“CHENEY TRAIL IMPROVEMENTS AT 91 ELM STREET”** until **2:00 P.M. on JULY 27, 2021** at which time and place said bids will be opened publicly and read aloud. Bids may be hand delivered to the above address or directed by U.S. Mail to said office at Town of Manchester, Lincoln Center, 494 Main Street, P.O. Box 191, Manchester, CT 06045-0191.

The Contract Drawings and Specifications (i.e., documents) may be examined at the office of the Director of General Services, Lincoln Center, 494 Main Street, P.O. Box 191, Manchester, Connecticut 06045-0191. Paper sets of the documents can be obtained upon payment of a non-refundable fee of \$10.00/set in cash or check, made payable to the Town of Manchester. Contract documents may also be downloaded from the Town of Manchester website at <http://generalservices1.townofmanchester.org/index.cfm/bids/>.

Bid security in the form of a bid bond, payable to the Town of Manchester, is required in the sum of 5 percent (5%) of the total bid. Bid security shall be subject to the conditions set forth in the Standard Instructions to Bidders.

This project is funded through the HUD Community Development Block Grant Program. The Contractor will be subject to federal requirements, including paying federal prevailing wage rates (attached) per the Davis Bacon Act. The Contractor must also comply with Section 3 requirements if the project costs exceed \$200,000.00.

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

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

The Town of Manchester is an equal opportunity employer, and requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town, as per Federal Executive Order 11246.

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

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

RULES AND REGULATIONS FOR COMPETITIVE BIDDING

These rules and regulations have been adopted by the Board of Directors of the Town of Manchester pursuant to Section 5-22 of the Town Charter. They are standard for all competitive bidding proposals issued by the Town of Manchester, Connecticut for contracts of all types where labor, materials and necessary equipment to complete work is to be furnished to the Town, where the Town is to purchase supplies, materials and equipment, where the Town is to sell surplus materials and equipment, or where the Town is to sell real estate. These rules and regulations shall be binding upon all prospective bidders and the Town of Manchester.

GENERAL RULES

1. The Director of General Services may delete or modify any of the instructions to bidders herein for a particular proposal, indicating such change in the appropriate section of the bid documents. The Director of General Services may insert special instructions in any special contracts which are subject to competitive bidding.
2. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
3. Where appropriate, return copy of proposal on the enclosed form.
4. Submit proposal in an envelope marked with the Bidder's name and address on the upper left-hand corner.
5. Proposals sent by U.S. Mail should be addressed to Director of General Services, Town of Manchester, 494 Main Street, P.O. Box 191, Manchester, CT 06045-0191. Proposals hand delivered by Federal Express, UPS or other persons shall be delivered to Director of General Services, Town of Manchester, 494 Main Street, Manchester, CT 06040. The enclosed pre-addressed label must be affixed to the envelope containing your proposal.
6. Proposals received later than time and date specified will not be considered. Amendments to, or withdrawals of bids received later than the time and date set for bid opening will not be considered.
7. All bids shall be opened publicly and read aloud. Bidders may be present at the opening of bids. All bids shall be tabulated and copies of said tabulation shall be made available to Bidders upon their request.
8. All deliveries of commodities or services hereunder shall comply in every respect with all applicable laws of the Federal Government and/or State of Connecticut. Purchases made by the Town of Manchester are exempt from payment of Federal Excise Taxes and the Connecticut Sales Tax, and such taxes must not be included in bid prices. Federal Excise Tax exemption certificates, if requested, will be furnished.
9. The Bidder, where applicable, shall insert the price per stated unit and extend a total price for each item. In the event there is a discrepancy between the unit price and the extension, the unit price

will govern.

10. Bidders shall, where applicable, submit terms for payment in spaces provided in the proposal form, showing the amount of cash discount which shall apply to bid prices when paid within the stated number of days in the proposal.
11. All inquiries shall be submitted in writing within the time limitations specified in the bid documents, and shall be directed to the General Services Office, Town of Manchester, 494 Main Street, P.O. Box 191, Manchester, CT 06045-0191, telephone 860-647-3031, fax 860-647-5206. All information given by the Town, except by written addenda, shall be informal and shall not be binding upon the Town, nor shall it furnish a basis for legal action by any Bidder or prospective Bidder against the Town.
12. A. The Town reserves the right to reject any and all bids, to waive technical defects and to make such awards including accepting a bid, although not the low bid, as it deems in its sole discretion to be in the best interest of the Town. The Town reserves the right to reject any bid if the Bidder, any officer of the Bidder, or any other company owned in whole or in part by an officer(s) of the Bidder, is delinquent in the payment of any taxes or fees owed to the Town. The Town reserves the right to require a disclosure statement from the Bidder listing the name(s) of all officers of the company.

B. In the event the Town determines that a contractor is delinquent in any payment due the Town, then the Town may offset the delinquent amount due to the Town against the sums owed the contractor.
13. The Town of Manchester may make such investigation as deemed necessary to determine the ability of the Bidder to discharge a contract. The Bidder shall furnish the Town with all such information and data as may be required for that purpose. The Town reserves the right to reject any bid if the Bidder fails to satisfactorily convince the Town that he is properly qualified by experience and facilities to carry out the obligations of the contract and to satisfactorily complete the work called for herein, or if the bid is conditional in nature.
14. Except where otherwise provided, a contract between the Town and a successful Bidder shall consist of the Invitation to Bid, Specifications, Plans, Bid, including Proposal Sheet, and Acceptance by the Town and these Rules and Regulations. Acceptance by the Town may be by purchase order for the portion of the work awarded a contractor.
15. All Invitations to Bid shall be publicly advertised on at least three (3) occasions in a newspaper having a general circulation within the Town of Manchester, Connecticut. The last advertising date shall be at least seven (7) calendar days before the date which is advertised for the opening of bids.
16. Copies of all bid documents shall be made available to all interested persons for a fee to be determined by the Director of General Services which fee will be refundable at the discretion of the Director of General Services upon return of said documents.
17. Alternate bids shall not be accepted unless otherwise specified in the bid documents.

18. Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any bid or bids submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any Bidder who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty or damages.
19. In the event that any Bidder wishes to protest the potential award of a bid or any procedure or act in the advertising or soliciting of bids, said Bidder must make said protest in writing which shall state the reason therefor and request a conference with respect thereto. Said protest must be received by the Town, Office of General Services, within five (5) business days after the mailing of Bid results or decisions.
20. A conference with respect to said protest shall be scheduled by the Director of General Services forthwith and shall be attended by him or his designee, and such other persons as the Director of General Services and the General Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of a dispute. The Town shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting Bidder forthwith.
21. In the event that any protesting Bidder wishes to take legal action against the Town, he must first fully comply with all of these Rules and Regulations, including those which have been charged by the Director of General Services pursuant to paragraph 1 herein.
22. Except for special instructions inserted in special contracts by the Director of General Services pursuant to paragraph 1 herein, in the event of any conflicts between these Rules and Regulations and the terms and conditions of any bid document, these Rules and Regulations shall prevail.
23. All awards of Bids shall be made by the Director of General Services.
24. These Rules and Regulations, as revised, shall be effective as of June 23, 1993.

Revised:

April 14, 1981

March 13, 1984

August 1, 1989

June 23, 1993

STANDARD INSTRUCTIONS TO BIDDERS - CONSTRUCTION CONTRACTS

These instructions are standard for all proposals issued by the Town of Manchester, Connecticut, for construction contracts of all types where a contractor is to furnish labor, materials and necessary equipment to complete work as outlined in the Contract Drawings and Specifications. The Town of Manchester may add to, delete, supersede or modify any of the instructions herein for a particular contract by indicating such changes in the section entitled "Special Instructions to Bidders."

1. Deposit on Contract and Drawings

A non-refundable fee of \$10.00 in cash or check payable to the Town of Manchester, Connecticut, shall be required on each paper set of Contract Drawings and Specifications taken.

2. Preparation of Bid

Each bid must be submitted on the Form of General Bid. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. The bid must be submitted in a sealed envelope with the Bidder's name and address on the upper left-hand corner. Proposals sent by U.S. Mail should be addressed to Director of General Services, Town of Manchester, 494 Main Street, P.O. Box 191, Manchester, CT 06045-0191. Proposals hand delivered by Federal Express, UPS or other persons shall be delivered to Director of General Services, Town of Manchester, 494 Main Street, Manchester, CT 06040. The enclosed pre-addressed label must be affixed to the envelope containing your proposal.

3. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, equipment, tools, labor and incidentals necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his Work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

4. Information Not Guaranteed

All information given in the Contract Drawings and Specifications, or in the other documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Drawings and Specifications or in the other documents. It is further agreed and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him, or obtained in any examination made by him, in any manner as a basis of or ground for any claim or demand against

the Town, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

5. Laws and Regulations

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

6. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Drawings and Specifications (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall, in no way, relieve any bidder from any obligation in respect to his bid.

7. Wage Rates

Enclosed in Appendix "D" is the State of Connecticut schedule of prevailing wage rate determinations for classifications of laborers, mechanics or workers who are performing work on this project pursuant to Section 31-53, as amended of the Connecticut General Statutes. "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day".

The enclosed rates and footnotes are the minimum rates to be paid to workers in these classifications. These rates are subject to an annual adjustment each July 1st as required by Section 31-55a of the Connecticut General Statutes. It is the contractor's responsibility to obtain the annual adjusted prevailing wage increases directly from the Department of Labor's web page at www.ct.gov/dol or by contacting the Connecticut Department of Labor Unit Wage and Workplace Standards Division at 860-263-6790.

Upon award of any contract subject to the provisions of this section, the Contractor to whom such contract is awarded shall certify, under oath to the Labor Commissioner, the pay scale to be used by such Contractor and any of his subcontractors for work to be performed under such contract. Additionally, each employer subject to the prevailing wage law must file certified payrolls with the contracting agent including information, including but not limited to, employee names; occupations; hours worked; rates paid; and the employers compliance with various provisions of law.

This project uses Community Development Block Grant funds and is therefore subject to the requirement that the Contractor must also pay federal prevailing wage rates to all persons employed on this project. A copy of the federal prevailing wage rates is included in Appendix "E". Certified payrolls for both state and federal rates will be required to be submitted to the Town.

8. Addenda and Interpretations

No interpretation of the meaning of the Contract Drawings and Specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the Contract Drawings and Specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Town.

Every request for such interpretation should be addressed to the General Services Office by fax (860) 647-5206 or email gensvcs@manchesterct.gov at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda. For bidders who have purchased paper sets of contract documents from the General Services Department, addenda will be sent by email, facsimile transmission (FAX), or by first class mail, at the respective email, fax numbers and addresses furnished for such purposes. The addenda will also be posted on the Town's website under the "Bid Requests" link. **For bidders who download the contract documents or obtain the documents from a source other than the General Services Department, it shall be the bidder's responsibility to check the General Services website and obtain all addenda prior to submitting a bid.**

No addendum will be issued less than three (3) days prior to the date fixed for the opening of bids. Bidders shall acknowledge receipt of the addendum by faxing back acknowledgement to the Town of Manchester at 860-647-5206 or email gensvcs@manchesterct.gov. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Bid Security

Each bid must be accompanied by a bid bond or bank check, payable to the Town of Manchester for five percent (5%) of the total bid. In the event of a base bid/alternate bid situation, the bid bond will be for five percent (5%) of the base bid. The bond must be furnished by a surety company satisfactory to the Town and must be a corporate surety licensed to sign surety bonds in the State of Connecticut. The Town of Manchester will not be liable for the accrual of any interest on any certified check submitted. Cashiers' checks made payable to the Town of Manchester will be accepted.

10. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract. The Performance Bond and the

Labor and Materials Bond shall be equal to one hundred percent (100%) of the contract price and shall be furnished within ten (10) business days of the Notice of Award or prior to the start of Work, whichever comes first. The surety on such bond or bonds shall be a duly authorized surety company qualified to do business under the laws of the State of Connecticut and satisfactory to the Town.

11. Power of Attorney

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. Comparison of Bids

Bids will be compared on the basis of the quantities and unit prices stated in the Form of General Bid.

In the event that there is a discrepancy in the Form of General Bid between the unit prices and the extended amount, the unit prices shall govern and the extended amount will be corrected.

The Town agrees to examine and consider each Form of General Bid submitted in consideration of the bidder's agreements, as herein-above set forth and as set forth in the Form of General Bid.

13. Right To Reject Bid

The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities or reject any and all bids, should the Town deem it to be in the public interest to do so.

The Town may also reject bids, which in its sole judgement, are either incomplete, conditional, obscure or not responsive, or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Town may waive such omissions, conditions or irregularities.

The Town reserves the right to reject all or any part of an unbalanced bid, to eliminate any item or part of an item or increase or decrease quantities as it deems to be in its best interest or may be necessary due to budgetary limitations.

14. Qualifications of Bidder

The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein, by the date indicated therein for completion. Conditional bids will not be accepted.

15. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Town that he has sufficient ability and experience in this class of Work and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time named. The Town's decision or judgement on these matters shall be final, conclusive, and binding. The Town may make such investigations as it deems necessary, and the Bidder shall furnish to the Town, under oath if so required, all such information and data for this purpose as the Town may request.

The following objective criteria will be used for evaluating the qualifications of bidders:

The Bidder shall:

- a) Have on its payroll or must be able to prove that it customarily employs supervisory personnel of the type qualified to perform the kind of work called for in the bid specifications.
- b) Must show or be able to demonstrate (if requested) to the satisfaction of the awarding authority that it possesses the ability and capacity to successfully complete the project through the satisfactory past performance of work of a similar size, scope and comparable dollar value to that of the subject project. The bidder shall have maintained the level of performances on such similar work continuously during the past three years and if the bidder does not have such three years as called for, then it must include in the Bidders Qualifications all acts which demonstrate the bidder's ability and capacity to perform the work.
- c) Own or possess rented or leased equipment of the type customarily required by contractors in the performance of contract work and that such equipment, if needed, is available for the job bid on.
- d) Have purchased materials over the past three years from suppliers who customarily sell same in quantity to contractors.
- e) Be financially responsible to perform the work bid on.
- f) Be able to furnish references from architects, engineers or owners indicating that it has satisfactorily completed contract work of the nature bid on and in a timely manner, complete with exoneration evidence delays were evident.
- g) Have adequate physical facilities in which and from which the work can be performed.
- h) Have a record of harmonious relationships with subcontractors on prior State and/or Municipal projects or other projects where the bidder may be requested to demonstrate such harmonious relationships to the satisfaction of the awarding authority. Prompt payment to subcontractors is one factor to be considered by the awarding authority.
- i) Have had a good track record of past performance on State and/or Municipal projects as concerns the quantity, timeliness, costs, cooperation and harmonious working relationship.

- j) Not have been cited for three or more willful or serious violations of an OSHA or of any standard, order or regulations promulgated pursuant to such Act, during the three-year period preceding the bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction.
- k) Not have received any criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

16. Equal Opportunity

The Town of Manchester is an equal opportunity employer, and requires an affirmative action policy for all of its contractors and vendors as a condition of doing business with the Town, as per Federal Executive Order 11246. By signing the Form of General Bid, all vendors and contractors agree to this condition of doing business with the Town and, should the Town choose to audit their compliance, the vendor agrees to cooperate fully.

17. Generic Term - AA-EEO

The Town is an Affirmative Action - Equal Opportunity Employer. The use of the term "he" referring to Contractor is for convenience only and shall be deemed to include, when used in this document, women-business enterprises, (WBE), corporations, partnerships and sole proprietorships.

18. Non Resident Contractor Bonds and Deposits

In accordance with Connecticut Statutes Section §12-430(7)c, the Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that all applicable business taxes are being paid by Contractors. **Upon award of contract in excess of \$250,000, all nonresident contractors must furnish proof to the Town that they have obtained current status as a “verified contractor” with DRS.**

An “unverified Contractor” with DRS must file a surety bond with DRS in an amount equal to 5% of the contract price. DRS has issued **form AU-964**, Surety Bond and Release, which must be used to post that bond.

Upon submission of the bond to DRS, the Contractor must promptly furnish to the Town a copy of the **Certificate of Compliance** issued by the DRS. If the non resident contractor fails to submit the bond to DRS and to provide to the Town a **Certificate of Compliance**, the Town is required to withhold 5% of the total contract value and deposit it with DRS.

If you have any questions regarding these requirements, contact the State Department of Revenue Services at telephone number (860) 541-7538 or visit their website at www.ct.gov/drs to obtain necessary publications, forms or information.

SPECIAL INSTRUCTIONS TO BIDDERS

These special instructions are supplemental to the section entitled "Standard Instructions to Bidders-Construction Contracts" and are applicable for this particular construction contract only.

1. **Receipt and Opening of Bids**

The Town of Manchester, Connecticut, herein called the Town, acting by and through its General Manager will receive sealed Bids for the project **"CHENEY TRAIL IMPROVEMENTS AT 91 ELM STREET"**. Bids by U.S. Mail shall be directed to the office of Director of General Services, Lincoln Center, 494 Main Street, P.O. Box 191, Manchester, CT 06045-0191. Bids will be received at the office of the Director of General Services, Lincoln Center, 494 Main Street, Manchester, Connecticut 06040, **until 2:00 P.M. on JULY 27, 2021** at which time and place said bids will be publicly opened and read aloud.

Bids may be submitted prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

2. **Time for Completion - Liquidated Damages**

The Bidder is made aware Work is expected to commence within **TEN (10) CALENDAR DAYS** after award of the Contract. The Bidder hereby agrees to commence Work under this Contract immediately after receiving written Notice to Proceed from the Town, and to complete all work within **SIXTY (60) WORKING DAYS** thereafter, excluding the winter shutdown period between November 15th and April 1st (refer to associated Appendix with the Construction Workday Calendar for additional information).

The Bidder further agrees to pay as liquidated damages, the sum of **FIVE HUNDRED DOLLARS (\$500.00)** for each consecutive calendar day beyond the date of completion. Liquidated damages are not intended as a penalty but rather shall be construed as a best estimate of damages which the Town will suffer due to a Bidder's refusal, failure or neglect to perform pursuant to his Bid and Contract Documents, if his Bid is accepted by the Town.

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR BIDS, PERMITS AND THE USE OF TOWN FACILITIES

I. GENERAL CONDITIONS:

Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor/insured will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor/insured's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any failure to comply with reporting requirements and provisions of the policies shall not affect coverage provided to Town, its officers, officials, agents or employees.

- A. Certificates of Insurance: The contractor/insured will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without sixty (60) days advance written notice to the General Services Department. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor/insured's obligation to maintain such insurance. Any failure to comply with reporting requirements and provisions of the policies shall not affect coverage provided to Town, its officers, officials, agents or employees.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Connecticut and considered acceptable by the owner.
- C. Additional Insured: The policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary and noncontributory basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: Coverage, whether written on a claims made or occurrence basis, shall be maintained without interruption from the date of commencement of the Work until date of final payment and then extended for an additional three (3) years from date of final payment.

If any insurance required here is to be issued or renewed on a Claims Made form as opposed to an Occurrence form, the retroactive Date for coverage will be no later than the commencement date of the project. The Claims Made form will have an Extended Reporting Period of three years from the date of project completion. All Claims made policies cancelled or non-renewed and not replaced by a subsequent claims made policy will have an Extended Reporting period of three years from the date of cancellation or non-renewal.

- E. Subcontractors' Insurance: The contractor/insured will require each subcontractor hired by and/or employed by contractor/insured to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor/insured will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor/subcontractor will purchase required insurance policies that shall be endorsed with a waiver of subrogation and all rights of recovery in favor of the Town, its officers, officials, agents and employees. The contractor/insured will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

- G. Hold Harmless: The contractor/insured shall defend, indemnify and hold harmless the owner, officers, officials, agents and employees, and if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor/insured, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. INSURANCE LIMITS AND COVERAGE:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage's of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor/insured's sole responsibility.
- C. Workers' Compensation Insurance: With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Workers' Compensation insurance as required by the laws of the State of Connecticut.

Employer's Liability insurance shall be provided in amounts not less than:

- \$500,000 per accident for bodily injury by accident;
 - \$500,000 policy limit by disease; and
 - \$500,000 per employee for bodily injury by disease
- D. Commercial General Liability Insurance: With respect to the operations the Contractor performs and also those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Commercial General Liability insurance, including Contractual Liability, Products and Completed Operations, Broad Form Property Damage and Independent Contractors. See chart below for applicable minimum coverage amounts.

Contract Amount (\$)	Minimum Single Occurrence Amount (\$)	Minimum Annual Aggregate Amount (\$)
0 - 2,000,000	1,000,000	2,000,000
2,000,001 - 10,000,000	2,000,000	4,000,000
> 10,000,000	4,000,000	8,000,000

Notes:

- If underground work is to be undertaken, each policy shall have coverage for and exclusions removed for "Explosion, Collapse and Underground" ("XCU").
 - Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor/insured or insured from the Fire Marshall.
- E. Automobile Liability Insurance: The Contractor shall obtain automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project for all damages arising out of bodily injury to or death of all persons and/or injury to or

destruction of property; in any one accident or occurrence. This policy shall not be subject to an annual aggregate limitation. See chart above for applicable minimum coverage amounts.

- F. Owner's and Contractor's Protective Liability Insurance for and in the Name of the Town and/or State: With respect to the Contractor's Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the Town and/or State for each accident or occurrence resulting in damages from bodily injury to or death of persons and/or injury to or destruction of property. See chart below for applicable minimum coverage amounts.

Contract Amount (\$)	Minimum Single Occurrence Amount (\$)	Minimum Annual Aggregate Amount (\$)
0 – 20,000,000	1,000,000	2,000,000
20,000,001 – 50,000,000	2,000,000	4,000,000
> 50,000,000	4,000,000	8,000,000

- G. Excess Coverage: Contractor shall purchase and maintain excess or umbrella liability insurance with a limit of not less than \$5,000,000, covering all lines of insurance required by this contract.

BID FORMS

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

- Form of General Bid (Page BR-16)
- Bid Proposal Sheets (Pages BR-17 to BR-18)
- Qualifications of Bidder Form (Pages BR-19 to BR-23)
- Bid Bond (To be supplied by Bidder)

FORM OF GENERAL BID

BID NO. 21/22-12

Town of Manchester
Director of General Services
Lincoln Center
494 Main Street
P.O. Box 191
Manchester, CT 06045-0191

Attn. Maureen Goulet, Director of General Services

Having carefully examined the Invitation to Bid, Rules and Regulations for Competitive Bidding, Standard Instructions to Bidders, Special Instructions to Bidders, Insurance and Indemnification Requirements, Form of General Bid, General Conditions, Special Provisions, Technical Specifications, Appendices, Contract Drawings and Exhibits for the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the Work **“CHENEY TRAIL IMPROVEMENTS AT 91 ELM STREET”**, as well as having carefully examined the site and having satisfied himself as to conditions affecting the proposed Work and all Addenda issued by the Town, mailed to the undersigned by certified mail prior to the date of opening of Bids, the undersigned proposes to complete all Work on the Contract Drawings and as described in the Contract Specifications, for the lump sum and unit prices for the Work, in place, for the following items and quantities.

Bidder acknowledges receipt of the following addenda:

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

Contractor Name (Printed)

TOWN OF MANCHESTER BID PROPOSAL SHEET

**CHENEY TRAIL IMPROVEMENTS AT 91 ELM STREET
BID NO. 21/22-12**

Bidders must fill in "Bid Unit Price" and "Extended Amount" for each bid item. Extend all prices to two decimals.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	EXTENDED AMOUNT
1	GRANULAR FILL	CY	10*	\$	\$
2	STONE DUST PATH	SY	150	\$	\$
3	REMOVE BITUMINOUS CONCRETE	SY	385	\$	\$
4	REMOVE CONCRETE PAD	SF	400	\$	\$
5	PERMANENT PAVEMENT REPAIR	SY	300	\$	\$
6	5" CONCRETE SIDEWALK	SF	1,750	\$	\$
7	6" CONCRETE SIDEWALK RAMP	SF	300	\$	\$
8	6" REINFORCED CONCRETE PAD	SF	845	\$	\$
9	EXTRUDED CONCRETE CURB	LF	1,080	\$	\$
10	RESET CATCH BASIN TOP (NEW TYPE "C-L" TOP)	EA	1	\$	\$
11	RESET MANHOLE (SANITARY SEWER)	EA	1	\$	\$
12	GRANITE HITCHING POST	EA	2	\$	\$
13	FENCE ENCLOSURE	LF	120	\$	\$
14	FURNISH AND INSTALL RAMADA	LS	1	\$	\$
15	SILT SACK	EA	4	\$	\$
16	4" WHITE PAINTED PAVEMENT MARKINGS	LF	290	\$	\$
17	RELOCATE SIGN	EA	1	\$	\$
18	PROJECT FUNDING SIGN	EA	1	\$	\$

TOTAL OF ALL BID ITEMS: _____

- A. The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the Owner reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.
- B. Bid prices shall not include any sales, excise or other taxes for which the Owner is not liable. Town of Manchester is the awarding authority. The bid award is anticipated **AUGUST 2021**. The Bidder agrees to hold the above pricing for sixty (60) days.
- C. The Bid security in the sum of: **5% OF TOTAL BID** is to become the property of the Town in the event the above forms are not executed within the time set forth above, as liquidated damages, and not as a penalty for the delay and additional expense to the Town caused thereby.

Respectfully Submitted By:

(Signature) _____

Name (Please Print): _____

Title: _____

Date: _____

Company: _____

Business Address: _____

Business Phone: _____ () _____

Business Fax: _____ () _____

Email Address: _____

SEAL
(If Bid is by a Corporation)

QUALIFICATIONS OF BIDDER

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

Project Name Cheney Trail Improvements at 91 Elm Street

Bidder's Name _____

Bidder's Address _____

When Organized _____

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

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

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

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

TABLE 1

Project Name and Description	Project Duration	Total Project Cost	Value of Work Performed by Your Company	Project Reference Name, Address and Phone
	From			
	To			
	From			
	To			
	From			
	To			
	From			
	To			
	From			
	To			

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

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

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

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

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

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

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

Surety:

Bank:

Major Material Supplier:

11. List Key Personnel to be employed for this project:

12. Remarks: _____

SEAL
(If Bid is by a Corporation)

Respectfully Submitted:

By: _____

CONTRACT AWARD FORMS

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

- Contract (Page BR-24)
- Certificate of Insurance (To be provided by Contractor)
- Performance Bond (Pages BR-28 to BR-29)
- Labor and Material Payment Bond (Page BR-30)
- Contractor's Wage Certification Form (Page BR-31)
- Subcontractor Disclosure Form (Appendix E)
- DRS Certificate of Compliance (If applicable) (To be provided by the Contractor)

CONTRACT

THIS Contract, made this _____ day of _____, 20__, by and between the Town of Manchester, a municipality located within the County of Hartford in the State of Connecticut, acting through its General Manager, hereinafter called "TOWN," and

_____ hereinafter termed the "CONTRACTOR."

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

- A. That the Contract Documents consist of this Contract, together with all attachments including, but not limited to, the Legal and Procedural Documents, General Conditions, Technical Specifications, Contract Drawings, Exhibits and Addenda issued before execution of the Contract, for the Contract, all of which are included as if fully set forth herein;
- B. That the CONTRACTOR has informed himself fully in regard to all conditions pertaining to the place where the Work is to be done and other circumstances affecting the Work;
- C. That the CONTRACTOR has obtained all the information he needed to enable him to estimate fully and fairly the costs of the Work herein contemplated;
- D. That the CONTRACTOR shall furnish all plant, labor, materials, supplies, tools, equipment, other facilities and things necessary for or incidental to properly construct the following:

for the TOWN, in accordance with this Contract, and completing everything required of him under this Contract not later than the time stipulated in the Special Instructions to Bidders and the Form of General Bid.

- E. The CONTRACTOR hereby agrees to commence the work under this Contract on the date to be specified in written Notice to Proceed from the TOWN.
- F. The TOWN shall pay and the CONTRACTOR shall receive as full compensation for fulfilling everything required of the CONTRACTOR under this Contract, the unit prices and lump sums recorded in the Bid, a copy of which is appended to and is made a part of this CONTRACT.
- G. That the quantities shown in the Bid are approximate only and are solely for the purpose of

facilitating the comparison of Bids, that the TOWN shall not be held responsible if these quantities are not even approximately correct, that for all Work upon which unit prices are quoted the CONTRACTOR'S compensation shall be computed upon the Work actually performed, measured by the units of measurement specified, whether greater or less than the quantities as shown in the Bid, and that the unit prices set against the several items cover all incidental services required of the CONTRACTOR under the Contract.

That the CONTRACTOR shall give to the TOWN as liquidated damages, not as a penalty, the sum, if any, as specified in the Special Instruction to Bidders, for each day required by the CONTRACTOR to complete the Work of the Contract beyond the time herein stipulated.

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

(TOWN)

(SEAL)

By : _____

(TITLE)

(CONTRACTOR)

(SEAL)

By : _____

(TITLE)

IMPORTANT: Execute Acknowledgement of Officer or Agent of Contractor who signs this document (use proper form next page).

CONTRACT

(ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION)

State of _____)
County of _____) SS:

On This _____ Day of _____, 2011, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that s/he resides at _____ and that s/he is the _____ of _____, the Corporation described in and which executed the foregoing instrument; that s/he knows the seal of said Corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the Directors of said Corporation, and that s/he signed his/her name thereto by like order.

(SEAL)

NOTARY PUBLIC

CONTRACT

(ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP)

State of _____)
County of _____) SS:

On this _____ Day of _____, 20__, before me
personally came and appeared _____ to me known, and
known to me to be, one of the members of the firm of
_____, described in and who executed the same
as and for the act and deed of said firm.

(SEAL)

NOTARY PUBLIC

* * * * *

CONTRACT

(ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL)

State of _____)
County of _____) SS:

On this _____ Day of _____, 20__, before me personally
came and appeared _____ to me known, and to me to be
the person described in and who executed the foregoing instrument and acknowledged that he executed
the same.

(SEAL)

NOTARY PUBLIC

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal,

Hereinafter called "PRINCIPAL," and _____

_____ as Surety, hereinafter called "SURETY," are held and firmly bound unto

the Town of Manchester, Connecticut, as Obligee, hereinafter called "TOWN," in the amount of

_____ Dollars, (\$ _____), for the payment whereof PRINCIPAL and SURETY

bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,

firmly by these presents.

WHEREAS, PRINCIPAL has by written Contract dated _____ entered into

a Contract with TOWN for _____

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

"CONTRACT."

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

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

1. Complete the CONTRACT in accordance with its terms and conditions; or
2. Obtain a bid or bids for submission to the TOWN for completing the CONTRACT in accordance with its terms and conditions, and upon determination by the TOWN and SURETY of the lowest possible bidder, arrange for a CONTRACT between such bidder and the TOWN, and make available as work progresses (even though there should be a default or a succession of defaults under the CONTRACT or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount

set forth in the first paragraph hereof. The term, "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the TOWN to PRINCIPAL under the CONTRACT and any amendments thereto, less the amount properly paid by the TOWN to the PRINCIPAL.

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

Signed and sealed this _____ day of _____, A.D., 20__.

In the Presence of:

_____	_____ (SEAL)
	(PRINCIPAL)

_____	By: _____
-------	-----------

_____	_____
	(SURETY)

By: _____

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

Note: This bond is issued simultaneously with another bond in favor of the Town of Manchester, Connecticut conditioned for the full and faithful performance of the Contract.

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 Manchester, Connecticut, as Obligee, hereinafter called "TOWN," for the use and benefit of claimants as
herein below 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 by written Contract dated _____ entered into a Contract with
Town for _____ 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 pay for
all labor and materials furnished to himself or his Subcontractors for use in the prosecution of the Work, and
used therein, then, this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Sections 49-41, 49-
41a, 49-41b, 49-42 and 49-43 of the General Statutes (C.G.S.A. and Supp. 1989) of the State of Connecticut and
any other applicable laws, and the rights and liabilities hereunder shall be determined and limited by said
sections and said other applicable laws, to the same extent as if they were copied at length herein.

Signed and sealed this _____ day of _____, A.D., 20__.

In the Presence of:

(PRINCIPAL) _____ (SEAL)

By: _____

(SURETY) _____

By: _____

BR-30

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

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

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

SECTION 2

GENERAL CONDITIONS FOR ALL PROJECTS

ARTICLE 1 - DEFINITIONS

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

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

<i>Contract Time</i>	The number of calendar days stated in the Contract Documents for the completion of the Work.
<i>Contractor</i>	The person, firm or corporation with whom the Town has executed the Contract.
<i>Day</i>	A calendar day of twenty-four (24) hours measured from midnight to the next midnight.
<i>Engineer</i>	Wherever in the Contract Documents the word "Engineer" is used it shall be understood as referring to the Director of Public Works acting personally or through a duly authorized representative.
<i>Field Modification</i>	A directive, usually verbal, for a minor change or alteration in the Work that causes no increase in Contract Price or extension of Contract Time.
<i>Field Directive</i>	A written directive for a change or alteration in the Work that is the result of a difference in condition between that shown on the Contract Drawings and that found in the field. Each Field Directive will subsequently be reviewed to determine if a Change Order is warranted.
<i>Furnish, Install, etc.</i>	The terms "furnish," "install," "construct," "furnish and install," or any similar term contractions, unless specifically noted to the contrary, shall include all materials, equipment, tools, labor, light, power, transportation and any other incidentals required for the completion of the Work.
<i>Inspector</i>	The authorized representative of the Engineer or Town who is assigned to the Project or any parts thereof.
<i>Modification</i>	<p>(1) A Field Modification;</p> <p>(2) A Field Directive;</p> <p>(3) A Change Order;</p> <p>(4) A written clarification or interpretation issued by the Engineer.</p> <p>A modification may only be issued after execution of the Contract.</p>
<i>Notice of Award</i>	The written notice by the Town to the apparent successful Bidder stating that, upon compliance by him with the conditions stated therein within the time specified, the Town will execute and deliver the Contract to him.
<i>Notice to Proceed</i>	Written notification by the Town to the Contractor indicating the date on which the Contractor is expected to commence Work.

<i>Project</i>	The entire construction to be performed as provided in the Contract Documents.
<i>Shop Drawings</i>	All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor and which illustrate the material, equipment or some portion of the Work.
<i>Subcontractor</i>	An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
<i>Substantial Completion</i>	The date, as certified by the Engineer, when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended.
<i>Work</i>	Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all materials, equipment, tools, labor and other incidentals necessary to complete the Work.

ARTICLE 2 - AVAILABILITY OF LANDS

2.1 RIGHTS-OF-WAY

As indicated in the Contract Documents, the Town will provide, not later than the date when needed by the Contractor, rights of way for access to the lands upon which the Work is to be done, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Town, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Town's furnishing these lands or providing such easements entitle him to an extension of the Contract Time, he may make a claim therefore as provided hereafter.

Temporary rights of entry giving the Contractor the right to enter upon private property will be secured by the Town for any work on private property that is shown on the Plans.

2.2 MATERIALS AND EQUIPMENT STORAGE

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

ARTICLE 3 - BONDING AND INSURANCE

3.1 BONDING

In addition to the Bid Bond required under the "Bidding Requirements" section of these Specifications, the Contractor shall furnish a Surety Bond acceptable to the Town in an amount at least equal to 100 percent of the Contract Price as security for the faithful performance of this Contract, and for payment of all persons performing labor under this Contract and furnishing materials in connection with this Contract. The surety on such Bond shall be a duly authorized surety company, satisfactory to the Town and authorized to do business in the State of Connecticut.

In addition, and not in lieu thereof, the Contractor, within thirty (30) days after payment to the Contractor in the manner provided for under this Contract, shall pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition for payment submitted by the Contractor and paid by the Town [Conn. Gen. Stat. Sec. 49-41a(a)(1)].

The Contractor shall include in each of its Subcontracts under this Contract, a provision requiring each of the Contractor's Subcontractors to pay any amounts due any of the Contractor's Subcontractor's Subcontractors whether for labor performed or materials furnished, within thirty (30) days after such Subcontractor receives a payment from the Contractor which encompasses labor or material furnished by such Subcontractor [Conn. Gen. Stat. Sect. 49-41a(a)(2)].

3.2 INSURANCE

The Contractor shall furnish Certificates of Insurance in accordance with the provisions indicated under the "Standard Insurance and Indemnification Requirements for Bids, Permits and the Use of Any Town Facility" in the "Bidding Requirements" section of these Specifications.

Said policy may not be canceled or coverage reduced or terms altered in any manner detrimental to the coverage, except after delivery to the Town of written notice not less than sixty (60) days prior. No cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish insurance during the term of this Contract.

ARTICLE 4 – CLAIMS

4.1 DEFINITION

A Claim is a 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. The term “Claim” also includes other disputes and matters in questions between the Town and Contractor arising out of or relating to the Contract. The responsibility to substantiate claims shall rest with the party making the Claim.

4.2 NOTICE OF CLAIMS

Claims by the Contractor must be initiated by written notice to the Engineer within fifteen (15) days after occurrence of the event giving rise to such Claim or within fifteen (15) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

4.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and the Town shall continue to make payments in accordance with the Contract Documents.

4.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work.

4.5 CLAIMS FOR ADDITIONAL TIME

If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work as more fully described in the General Conditions. In the case of a continuing delay, only one Claim is necessary.

If abnormal weather conditions are the basis for a Claim for additional time, such Claim shall be documented by date substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

4.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Town 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 Town 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 except anticipated profit arising directly from the Work.

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

ARTICLE 5 - CHANGES IN THE WORK

5.1 GENERAL

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

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

Once the parties execute a Change Order with respect to any matter, the Contractor shall not be entitled to any change or any Claim for a change, schedule extension or variation or Modification of any other item that was included in such Change Order.

5.2 CHANGES TO CONTRACT TIME

The Contract Time may only be changed by a Change Order. . Any change in the Contract Time resulting from any such Claim shall be incorporated in a Change Order. In the event the Contractor fails to submit a Claim for an extension in the Contract Time in the time period specified in the Contract Documents, Contractor shall be deemed to have waived the right to any change or any other relief.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a Claim therefor as provided in paragraph above. Such delays shall include, but not be restricted to, acts of neglect by any separate Contractor employed by the Town, or Force Majeure Excused Event.

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

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

In support of any request for an extension of the contract Time, Contractor must demonstrate to the reasonable satisfaction of Town that the critical path of the Project Schedule was delayed. Contractor shall be entitled to an increase in the Contract Time for the number of days that the critical path was delayed solely as a result of the compensable or excusable event. Contractor shall compare the critical path of the Project Schedule to the actual critical path of the Work, identifying the specific impact of the compensable or excusable event. Contractor shall submit to the Town a written time impact analysis illustrating the influence of each compensable or excusable event on the Date of Substantial Completion. Each time impact analysis shall include a fragmentary network (network analysis) demonstrating how the Contractor proposes to incorporate the delay into Project Schedule. The time impact analysis shall demonstrate the time impact based on the date of the delay in time and the event time computation of all affected activities.

5.3 CHANGES TO CONTRACT PRICE

The value of any Change in Work covered by a Field Directive/Change Order that results in an increase in the Contract Price or credit to the Town shall be determined in one of the following ways:

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

ARTICLE 6 - CONTROL OF THE WORK AREA

6.1 GENERAL HOUSEKEEPING

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

6.2 DUST CONTROL

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

6.3 MAINTENANCE OPERATIONS

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

6.4 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the regulations and requirements of the State Department of Public Health.

ARTICLE 7 - COORDINATION

7.1 WITH OTHER WORK

The Town may award other contracts in the vicinity of the Work which may proceed simultaneously with the execution of this Contract. The Contractor shall perform his Work, causing as little interference with other Contractors, so far as circumstances will permit. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs.

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

7.2 WITH UTILITY COMPANIES

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

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

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

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

ARTICLE 8 - ENGINEER'S CONTROL

8.1 GENERAL

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

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

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

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

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

8.2 AUTHORITY AND DUTIES OF THE INSPECTOR

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

ARTICLE 9 – INSPECTION, TESTING, AND CORRECTION OF THE WORK

9.1 GENERAL

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

The Contractor shall always notify the Engineer of its intention to perform work on the Project, including notice of the particular work it intends to perform, at least 24 hours before the Contractor commences that work.

The Contractor shall be responsible for coordinating his/her Work with the Engineer at all times. In instances when it shall be necessary to utilize Manchester Public Works Department inspectors during other than normal Department working hours, the Contractor shall make payment to the Town of Manchester for such use. Normal working hours for the Department are from 7:30 a.m. to 4:00 p.m. daily, Monday through Friday, excluding holidays. The Town's holiday schedule is attached to these Contract Documents in an appendix. Payment will be made in accordance with the following:

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

9.2 TESTING AND INSPECTIONS

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.

The Contractor shall make arrangements for such quality control testing as necessary to demonstrate that the Work will meet specifications. Unless otherwise specified, the Engineer shall perform and bear the costs for initial quality assurance testing to verify that the Work meets

specifications. If the results of the initial quality assurance testing reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated inspection(s) and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer prior to construction.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

All testing will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents.

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

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

9.3 ACCESS TO THE WORK

The Contractor shall provide the Engineer and his representative's safe access to the Work at all times. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

9.4 COSTS FOR UNCOVERING WORK

- (1) If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- (2) If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the Engineer, it must, if directed by the Engineer, be uncovered for observation at the Contractor's expense.
- (3) If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at

the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided hereafter.

ARTICLE 10 - INTENT OF CONTRACT DOCUMENTS

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

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Contract, Contract Specifications and Contract Drawings. Within the Contract Specifications, the order of precedence shall be: "Section 3 – Project Specific Requirements", "Section 2 – General Conditions for All Projects", "Section 1 – Bidding Requirements". Figure dimensions on drawings shall govern over scale dimensions and detailed drawings over general drawings. Any Work that may reasonably be inferred from the Contract Drawings and Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

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

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

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

ARTICLE 11 - LAYOUT OF WORK

Unless noted otherwise in the Contract Documents, the Town of Manchester Survey Unit will be responsible for providing limited layout and staking required for construction. The Contractor shall provide the Engineer a minimum of forty-eight (48) hours advanced notice for all survey requests and shall maintain and protect all survey stakes during construction. The Contractor will be charged \$150.00 per hour for any re-staking required due to the Contractor's negligence in protecting the original stakes.

The Contractor shall be responsible for retaining a Professional Land Surveyor (PLS) licensed in the State of Connecticut for the layout and staking of all the Work when "Construction Staking" is included as a bid item in the Contract. The Town of Manchester will provide to the Contractor's surveyor an electronic copy of the proposed Plan in AutoCAD .dwg or .dxf format to assist in the preparation of construction staking. All stakes shall be maintained as necessary to complete and inspect the Work. The Contractor shall maintain baseline stakes and/or critical control necessary for the Engineer to verify the accuracy of the Work.

ARTICLE 12 - LEGAL REQUIREMENTS

12.1 TERMINATION BY THE TOWN FOR CONVENIENCE

The Town may, at any time, terminate the Contract for the Town's convenience and without cause.

Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall

- (1) cease operations as directed by the Town in the notice;
- (2) take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
- (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, 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.

12.2 TERMINATION BY THE TOWN FOR CAUSE

The Town 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) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- (4) otherwise is guilty of substantial breach of a provision of the Contract Documents; or
- (5) adjudged bankrupt or insolvent, or he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- (1) exclude the Contractor from the site and take possession of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
- (2) accept assignment of subcontracts pursuant to the General Conditions; and
- (3) finish the Work by whatever reasonable method the Town may deem expedient. Upon written request of the Contractor, the Town shall furnish to the Contractor a detailed accounting of the costs incurred by the Town in finishing the Work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the Town and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Town. The amount to be paid to the Contractor or Town, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

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

ARTICLE 13 - MATERIALS

13.1 GENERAL

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

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

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

13.2 “OR EQUAL” CLAUSE

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

13.3 SHOP DRAWINGS AND SAMPLES

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

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

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

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

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

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

13.4 CONNECTICUT SALES AND USE TAX

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

13.5 SURPLUS EXCAVATED MATERIALS

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

ARTICLE 14 - PERMITS

14.1 GENERAL

Permits, fees, and licenses, necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Such permits, licenses, etc., shall be obtained by the Contractor prior to performing any Work and shall include, but not be limited to, water and sewer permits, building permits, landfill permits, de-watering permits and road-cut permits. Evidence of all pertinent licenses shall be provided to the Engineer upon request. **NO FEES WILL BE WAIVED UNLESS SPECIFICALLY INDICATED OTHERWISE IN THE NOTICE TO CONTRACTOR.**

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

14.2 RIGHT OF WAY PERMIT

Prior to any construction, the Contractor must take out a "Right of Way Permit" with the Town of Manchester Engineering Division.

14.3 WATER AND SEWER PERMIT

Prior to any construction involving or impacting facilities owned and/or operated by the Town of Manchester Water and Sewer Department, the Contractor must take out a "Water and Sewer Permit" with the Town of Manchester Engineering Division.

14.4 LANDFILL PERMIT

Regardless of whether tipping fees are waived or not, any Contractor or subcontractor wishing to dispose of any material at the Town of Manchester Landfill must possess a valid permit for each vehicle entering the Landfill. Contact the Town of Manchester Landfill at 647-3257 for permit fees and other information.

14.5 BUILDING PERMITS

Certain work including, but not limited to, retaining wall construction and electrical work, requires a building permit. The Contractor shall secure building permit(s) for such work at the Town of Manchester Building Department. Contact the Town Building Department at 647-3052 for building permit information.

14.6 SPECIAL PERMITS

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

14.7 CONNDOT ENCROACHMENT PERMIT

If any of the Work is within or directly abuts a State road, the Contractor must secure and pay for an “Encroachment Permit” from the Connecticut Department of Transportation – District 1. By signing the Contract, the Contractor represents that he/she is fully aware of the permit requirements and of his/her intention to comply with such requirements. The Contractor shall submit a copy of the permit to the Engineer prior to construction.

ARTICLE 15 - PRELIMINARY MATTERS

15.1 CONTRACT DOCUMENTS

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

15.2 PRECONSTRUCTION MEETING

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

15.3 KNOWLEDGE OF PROJECT

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

15.4 COPIES OF DOCUMENTS

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

ARTICLE 16 - PROGRESS PAYMENTS

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer for review the Application for Payment filled out on forms provided by the Engineer and signed by the Contractor covering the Work completed as of the date of the Application and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the Town, as will establish the owner's title to the material and equipment and protect his interest therein, including applicable insurance.

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

The Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to the Town, or return the Application to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

The Town may withhold some or all of each Progress Payment if the Contractor fails to adequately supply skilled workers to perform the work and/or has not submitted all requisite paperwork.

The amount paid the Contractor shall be the amount due less five percent (5%) retainage. At the completion of the Work, the Town will retain five percent (5%) of the total project for a period of one (1) year. Upon written request by the Contractor, this retainage will be released after a final inspection is made and all items of Work are found to have been performed in accordance with the pertinent Contract Drawings and Specifications.

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

ARTICLE 17 - PROSECUTION AND PROGRESS

17.1 GENERAL

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

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

17.2 LIQUIDATED DAMAGES

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

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

17.3 PROGRESS AND COMPLETION

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

17.4 CONTRACT TIME

- (1) Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.
- (2) The date of commencement of the Work is the date established in the Agreement.
- (3) The date of Final Completion is the date the Town notifies the Contractor it achieved Final Completion and has satisfied the conditions required to achieve such milestone.
- (4) The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- (5) By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- (6) The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract Documents to be furnished by the Contractor and Town. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- (7) The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract time.

17.5 DELAYS AND EVENTS THAT JUSTIFY A TIME EXTENSION

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Town or Engineer, or of any employee of either, or of a separate contractor employed by the Town; or by changes ordered in the Work; or Force Majeure Excused Event; or by other causes that the Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Town may determine.

17.6 FORCE MAJEURE EXCUSED EVENT

”Force Majeure Excused Event” shall mean an event outside the asserting Party’s control that materially and adversely affects the performance of the Party (other than payment obligations) and includes, but is not limited to the following: an act of God, fire, tornado, hurricane, flood, earthquake, explosion, war, act of terrorism, civil disturbance, labor strikes away from the site, actual monthly precipitation or actual monthly snowfall that exceeds the maximums listed for

each month shown in the National Oceanic and Atmospheric Administration weather report for the Town of Manchester for the current year and unavoidable casualties beyond Contractor's control.

Force Majeure Excused Events shall not excuse the Contractor (i) if the failure to perform or delay is due to the non-performing Contractor's fault, negligence or lack of diligence; (ii) if the Contractor asserting a Force Majeure Excused Event fails to provide notice as provided herein; or (iii) to the extent that the Force Majeure Excused Event was caused or provoked by the asserting party; (iv) if an experienced contractor could have foreseen and taken reasonable precautions to prevent such event or circumstance; (v) if such event or circumstance does not result in a delay to the critical path of Work; or (vi) where the Party asserting a Force Majeure Excused Event fails to fulfill its obligations as soon as reasonably possible after such Force Majeure Excused Event has been eliminated or has ceased to prevent the affected party from fulfilling its obligations.

If the Parties do not agree that a Force Majeure Excused Event has occurred, the burden of proof shall rest with the asserting Party. If a Force Majeure Excused Event has occurred, the Contractor shall be entitled to a Time Change only.

The Contractor shall, at its sole expense, use its best efforts to avoid and minimize delay resulting from a Force Majeure Event and shall keep the Owner promptly informed of any event which may delay performance of the Work. Delay in the Contractor's receipt of subcontracted portions of the Work, including Materials, for any reason shall not entitle the Contractor to any Change or any other relief, except in the case of a delay in the delivery of Materials due to no fault of the Contractor, the Contractor shall be entitled to a Day for Day time extension until such time that Materials of equal or better quality are delivered.

Within two (2) business Days from the beginning of any delay resulting from a potential Force Majeure Excused Event, the Contractor shall provide a detailed written notice to the Owner of the cause(s) of such delay. In a case of a continuing cause of delay, only one request shall be necessary.

Nothing contained herein shall preclude the Contractor from holding any other contractor(s), subcontractor(s), or entity responsible for unreasonable or unjustifiable delays incurred by the Contractor caused by such other contractor, subcontractor, or entity.

The Contractor's full compliance with the requirements of this Article shall be a condition of receiving any Change and the Contractor's failure to comply with these requirements shall constitute a waiver of any right to a Change or any other claim.

Nothing within this Article shall prevent the Owner from exercising its termination or suspension rights under this Contract.

17.7 SCHEDULE UPDATES THROUGHOUT THE PROJECT

Contractor shall provide at least once per month updated information on the Project Schedule, including thirty (30) day “look-ahead schedules,” projected variances per event category and per subcontractor, identification of all variances and calculation of the number of days difference between the as-built critical path and the Project Schedule critical path. Contractor shall, with each Application for Payment, provide completed monthly updated information for the previous month on the Project Schedule and updated information on manpower indicating as-built and as-planned conditions. The updated information on the Project schedule shall not modify any milestone dates in the Project Schedule that Owner has previously approved.

17.8 WINTER SHUTDOWN

Unless otherwise specified in a “Notice to Contractor”, contract time will not be charged during a winter shutdown period between November 15th and April 1st. The Contractor will not be allowed to work during the winter shutdown (other than maintaining the project area) without the approval of the Engineer. Prior to a winter shutdown, the Contractor and the Town shall meet to discuss the Contractor’s procedures for preparing the Work area for a winter shutdown.

17.9 PROJECT SCHEDULE

The Contractor shall submit a Project Schedule to the Town with delivery of the signed contract identifying the major activities associated with the project, the order and connectivity of such activities, and critical milestone dates. The schedule should identify work being performed by subcontractors. The Town will notify the Contractor if it has objections to the Project Schedule. If notified of an objection, the Contractor shall resolve the issue and re-submit the Project Schedule within five (5) business days. No schedule will be approved that shows any activities beyond the allotted contract time for the project. The Contractor shall update the schedule as determined by the Engineer to be necessary as the project progresses. Upon giving the Contractor a five (5) day written notice, the Town may require the Contractor to prepare a thirty (30) day “Look-Ahead” Schedule.

17.10 TOWN’S RIGHT TO SUSPEND OR STOP WORK

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

17.11 TOWN'S RIGHT TO DO WORK

If the Contractor fails to furnish sufficient qualified workers or materials of the required quality or quantity necessary to perform the Work in accordance with the Contract Documents or the Project Schedule for any period of three (3) or more Days after written notice specifying such failure, the Town shall have the option to supply workers, materials, or both, and perform the Work. The Town shall deduct expenses incurred in engaging other Contractors, and supplying workers and material from payments due or which may become due to the Contractor or Retainage. If expenses exceed the balance due or which becomes due to the Contractor, the Contractor shall pay the excess to the Town immediately upon written demand therefore.

Town shall have the right to perform work with its own employees or by other contractors and to permit other entities to do work during the progress and within the limits of, or adjacent to, the project site, and the Contractor shall conduct its Work and cooperate with all others so as to mitigate any possible interference. The Contractor shall allow other contractors or entities access to their work within the project site. The Contractor shall make no claims against the Town for additional payment due to delays or other conditions created by the operations of such other parties.

17.12 RECOVERY SCHEDULE

The Town may, at any time that a non-excusable delay occurs on the Project, request the Contractor to prepare and submit a recovery project schedule that will return the Work to the as-planned Project Schedule so as to achieve Final Completion. The Contractor shall prepare the recovery schedule at no additional expense to the Town.

17.13 TOWN'S EXTENSION OF CONTRACT TIME

The Town may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension if he makes a claim therefor as provided in the General Conditions.

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

ARTICLE 18 - PROTECTION

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

18.1 EXISTING MONUMENTATION

The Contractor shall be responsible for the protection and replacement of all survey markers, streetline monuments, and private property markers. Prior to construction, the Town will provide information as to the location of all survey markers. Any survey markers disturbed or destroyed during construction will be replaced by the Town of Manchester at the Contractor's expense. The fee for replacing survey markers is as follows:

Type of Survey Marker Replaced	Fee
Iron Pipes/Rods/Drill Holes	\$150.00 each
Concrete Monuments (Private Property)	\$300.00 each
Natural Stone Monuments (Private Property)	\$300.00 each
Intersection, Street Corner, Point of Curvature Markers	\$500.00 each
Town GPS Control Network Monument	\$2,500.00 each

Any charges for survey marker replacement will be directly deducted from the Contractor's payment for the month that charges were incurred.

18.2 CONTRACT WORK

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

18.3 TREES AND SHRUBS

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

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

18.4 UTILITIES

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

18.5 TRAFFIC CONTROL FACILITIES

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

18.6 PRIVATE PROPERTY

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

18.7 SUBSURFACE ARCHAEOLOGICAL FINDS

If human burials or human skeletal remains are encountered during construction or agricultural, archaeological or other activity that might alter, destroy or otherwise impair the integrity of such burials or remains, the activity shall cease and not resume until authorized by the Engineer.

ARTICLE 19 - PUBLIC CONVENIENCE

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

The Contractor shall notify residents in writing at least 24 hours in advance of any work which will close or restrict access to their property. Work shall be coordinated such that no residential driveway access is closed for more than a 24 hour period and such that no commercial driveway access is fully closed at any time.

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

Not more than one block at a time of the street shall be torn up, obstructed or closed without the permission of the Engineer. The Contractor shall provide such barricades, signs, warnings, flagmen and shall conduct his Work in such a manner so that hazards to vehicular and pedestrian traffic are at a minimum. If, in the opinion of the Engineer or other Town Public Safety Authorities, additional precautions or measures should be taken in the interest of public safety, the Contractor shall so comply promptly. If the Contractor finds it necessary to close a portion of the road to vehicular traffic, written approval of the Engineer and the Chief of the Manchester Police Department shall be obtained. The Contractor shall notify the Fire Department and any other concerned agencies of such road closing. Access shall be provided at all times to fire hydrants and precautions shall be taken to prevent freezing of any exposed or partially uncovered water lines.

ARTICLE 20 - RECORD DRAWINGS

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

ARTICLE 21 - SAFETY

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

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

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

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

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

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

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

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

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

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

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

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

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Town, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

ARTICLE 22 - SUBCONTRACTS

22.1 GENERAL

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

- (1) a list of all Subcontractors;
- (2) a list of such other persons or organizations proposed to perform portions of the Work, including those who are to furnish materials or equipment fabricated to a special design.

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

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

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

22.2 ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Town, provided that

- (1) assignment is effective only after termination of the Contract by the Town for Cause pursuant to the General Conditions and only for those subcontract agreements that the Town accepts by notifying the Subcontractor and Contractor in writing; and

- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Town accepts the assignment of a subcontract agreement, the Town assumes the Contractor's rights and obligations under the subcontract.

Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

Upon such assignment of subcontracts to the Town, the Town may further assign the subcontract to a successor contractor or other entity. If the Town assigns the subcontract to a successor contractor or other entity, the Town shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 23 - SUBSTANTIAL COMPLETION AND FINAL COMPLETION

23.1 SUBSTANTIAL COMPLETION

Substantial Completion shall occur when the Town has confirmed that all of the following conditions have been satisfied or waived in writing by the Town:

1. All Work has been sufficiently completed pursuant to the Contract documents so that the owner can utilize the Work for its intended use;
2. The punch list (a comprehensive list of items to be completed or corrected prior to Final Payment) has been agreed upon and accepted in writing by the Town;
3. All Work has been completed in accordance with law, and the Contractor has obtained all inspections or certificated of inspections as required by the Contract Documents; and
4. All maintenance and operating instructions, schedules, guarantees, bonds, and other documents, all as required by the Contract Documents, have been submitted to the Town.

When the Contractor considers that the work is substantially complete, the Contractor shall notify the Town in writing. Upon written notice, the Engineer, as representative of the Town, will make an inspection with the Contractor. The Town will notify the Contractor in writing within fifteen (15) days of any particulars in which this inspection reveals that the Work is defective or discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Town can occupy or utilize the Work or designated portion thereof for its intended use. If the Substantial Completion has not occurred, the Contractor shall immediately make such corrections as are necessary to achieve Substantial Completion. The foregoing notice procedure shall be repeated until Substantial Completion occurs. The Town shall issue a notice when Substantial Completion Occurs.

23.2 FINAL COMPLETION

Final Completion shall occur when the following conditions have been satisfied:

1. Substantial Completion has been achieved and the Contractor received notice by the Town;
2. all items on the Punch list have been completed;
3. the Contractor has completed all Work;
4. the Project site is free from construction debris;
5. Contractor has provided the Town record drawings in accordance with Article 20;
6. the Contractor has paid all Liquidated Damages in full, if any were assessed;
7. the Final Payment Application has been submitted with such supporting data as the Engineer may require;

8. the Town has received complete and legally effective releases or waivers (satisfactory to the Town) of all liens arising out of the Contract Documents for the labor and services performed and the material and equipment furnished thereunder, including releases or waivers from each subcontractor; and
9. the Contractor has removed all of its construction equipment, material and support personnel from the Project site.

In lieu releases or waivers and as approved by the Town, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all material, equipment, tools and labor bills, and other indebtedness connected with the Work for which the Town or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

The Contractor shall notify the Town in writing when it has achieved Final Completion, including all documentation to verify the conditions set forth above have been achieved, and shall submit a Final Payment Application following the procedure for progress payments.

Town shall either notify the Contractor of any reason why Final Completion has not occurred or notify the Contractor in writing that Final Completion has been achieved. The Final Completion date shall be the first date on which all condition for Final Acceptance were satisfied.

Within fifteen (15) days after the receipt of the final Application for Payment and the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, the Engineer will, indicate in writing his approval of payment and present the Application to the Town for payment. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the Application. Once the Town issues the Final Payment, the Contractor will be deemed to achieve Final Completion.

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

The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

1. Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents; or
3. Terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor, 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 the Final Payment Application.

When the Work or designated portion thereof is substantially complete, the Town will prepare a Notice of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Town and Contractor for security, maintenance, utilities, damage to the Work and insurance, 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 Notice of Substantial Completion.

ARTICLE 24 - SUBSURFACE UTILITIES

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

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

ARTICLE 25 - SUPERVISION

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

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

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

ARTICLE 26 - WARRANTY OF WORK

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

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

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

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

ARTICLE 27 - WATER AND SEWER PROVISIONS

27.1 OPERATION OF TOWN'S FACILITIES

In instances when it is necessary to operate valves or hydrants which are the property of the Town of Manchester, the Contractor shall coordinate his activities with the Town of Manchester Water and Sewer Department and arrange for the Department to operate such facilities. A minimum of forty-eight (48) hours' notice shall be given the Department to minimize delay and allow public notice where necessary.

27.2 CONTINUANCE OF SERVICE

All Work is to be accomplished in such manner as to minimize the time that water and/or sanitary sewer service will be interrupted. The Contractor shall be responsible for providing all temporary connections and coordinating his activities to ensure that all customers have continuous water and/or sanitary sewer service. The Contractor's attention is called to the fact that the inability to discontinue water service to some customers in the construction area during normal working hours may require work to be done during off hours or the provision of temporary service. Dye testing shall be performed in all buildings within the project area to ensure that all buildings are properly connected to the new facilities.

27.3 PAYMENT FOR USE OF WATER AND SEWER DEPT. PERSONNEL AND EQUIPMENT

The Contractor shall be responsible for coordinating his Work with the Manchester Water and Sewer Department at all times. Instances when it shall be necessary to utilize Department personnel and equipment during other than normal Department working hours, the Contractor shall make payment to the Town of Manchester for such use. Normal working hours for the Department are from 7:00 a.m. to 3:30 p.m. daily, Monday through Friday excluding holidays. The Town's Holiday Schedule is attached to these Contract Documents in an Appendix. Payment shall be made in accordance with the following:

- (1) For each Water and Sewer Department employee utilized by the Contractor, the Town shall receive the standard overtime rate paid to the employee by the Department.
- (2) In the event a Water and Sewer Department employee is called out after the end of normal working hours, minimum payment to the Town by the Contractor for each Department employee utilized shall be at the standard overtime rate for a period no less than four (4) hours. Payment for overtime that is a continuation of the normal workday shall be at the standard overtime rate for the actual hours worked.

- (3) For Water and Sewer Department equipment required for use in conjunction with utilization of Department personnel, the Town shall receive the standard rates as charged by the Department for such use.

There will be no charge for use of Water and Sewer Department Department personnel and equipment during normal working hours for routine services provided by the Department (i.e., open/close valves, shut down mains, shut down notification, etc.). However, use of Department personnel and equipment for non-routine services (i.e., use of vac-truck, etc.) shall be compensated for at the standard rates for personnel and equipment.

27.4 LICENSING REQUIREMENTS

Any person involved in the installation of a water main and/or appurtenances must have a P-1, P-6 or P-7 license or be an apprentice registered with the State of Connecticut Labor Department working under the direct (on-site) supervision of a person possessing a P-1, P-6 or P-7 license.

Any person involved in the installation of a sanitary sewer and/or appurtenances must have either a P-1, P-6, P-7, W-8 or W-9 license or be an apprentice registered with the State of Connecticut Labor Department working under the direct (on-site) supervision of a person possessing a P-1, P-6, P-7, W-8 or W-9 license.

SECTION 3

PROJECT SPECIFIC REQUIREMENTS

NOTICE TO CONTRACTOR - GENERAL

Limitation of Operations

Work hours shall be defined as 7:00 a.m. to 7:00 p.m. Mondays through Fridays. No work shall take place outside those hours without prior permission from the Engineer.

Layout of Work

The Town of Manchester Survey Unit will provide offset reference stakes and/or paint markings for the proposed sidewalks, curb and pads. The Contractor shall provide a minimum forty-eight (48) hour advanced notice for all survey requests. The Contractor shall maintain and protect all survey stakes during construction. The Contractor will be charged \$150.00 per hour for any re-staking required due to the Contractor's negligence in protecting the original stakes.

Order of Work

All erosion and sedimentation control devices shall be installed prior to any construction activity.

Safety

Implementing worker safety and health protocols that address compliance with all rules, laws and regulations regarding safety and risk of exposure to physical and chemical hazards is the sole responsibility of the Contractor. All employees of the contractor and subcontractors are to wear reflective vests and hard hats at all times when on the project site.

Temporary Storage Areas

The Contractor shall not store equipment or material in a manner that will block any vehicular or pedestrian travel ways or any parking stalls.

Disposal of Surplus Material

Surplus materials are the responsibility of the Contractor and shall be properly disposed of in accordance with all local, state and federal regulations.

Permits

The Contractor must obtain a "Building Permit" from the Town's Building Department and a "Right of Way" permit from the Town's Engineering Division for this project. All of these permit fees will be waived, with the exception of the State of Connecticut Educational portion of the building permit.

Pre-Construction Meeting

The contractor's foreman, subcontractors and other responsible personnel that will be directly involved in construction shall attend a pre-construction meeting for this project that will be scheduled by the Town.

Tree and Brush Trimming and Removal

Any trimming and limited clearing of brush and small diameter trees (up to 6" diameter) required for construction will not be paid for separately and shall be included in the general cost of the contract or items specified on the plans. The contractor shall notify the Engineer of any large trees requiring removal prior to construction, such work shall be completed "by others".

NOTICE TO CONTRACTOR - GENERAL

Indeterminate Quantities

Certain items in the bid (identified with a “*”) are indeterminate quantities; i.e. the quantity cannot be estimated and is based on conditions encountered during construction. For these items, the quantity shown in the bid is for bidding purposes only. No adjustment in unit prices will be made based on final quantities.

Preliminary List of Required Submittals

The Contractor shall submit shop drawings of the following items for review and approval by the Town during the initial stages of construction. No items shall be installed for the project until approval is obtained. Note that the list is preliminary and it is the Contractor’s responsibility to identify and provide all required submittals in accordance with the Contract Specifications. This list may be modified by the Town at any time during the project.

Technical Specification	Submittal Description
-	Project Schedule
Bituminous Concrete Pavement Repair	Bituminous Concrete Mix, Tack Coat & Processed Aggregate Base Test Results
Catch Basins and Storm Manholes	Catch Basin/Storm Manhole Structures, CB/MH Frames and Covers, Mortar, Waterproof Coating & Pervious Material and Granular Fill Test Results
Concrete Sidewalk and Ramps	Concrete Mix Design, Reinforcing, Dowels, Joint Material & Processed Aggregate Base Test Results
Erosion and Sedimentation Control	Geotextile, Silt Sacks & Crushed Stone Test Results
Extruded Concrete Curb	Concrete Mix Design & Adhesive
Granite Hitching Post	Granite Post and Hardware
Granular Fill	Granular Fill Test Results
Pavement Markings	Marking Paint
Ramada	Engineered Drawings
Processed Aggregate Base	Processed Aggregate Base Test Results

Note:

Test results for Processed Aggregate Base shall include testing for sieve, hardness and soundness. Only sieve test results are required for all other materials.

NOTICE TO CONTRACTOR – HUD REQUIREMENTS

This project is partially funded with federal money through the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development (HUD) and is therefore subject to certain federal requirements.

This notice is intended to summarize the HUD specific requirements for this project. Detailed federal contracting requirements are located in Appendix “F” and online at the HUD website (www.hud.gov). This summary does not relieve the Contractor from compliance with any federal contracting requirements.

Section 3 Business Concerns

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons. For more information, visit <https://www.hud.gov/section3> or the Section 3 brochure https://www.hud.gov/sites/documents/BR_BROCHURE.ENGLISH.PDF

Debarment List

No Contractor currently on the “List of Current Exclusions” (debarment list) as maintained by HUD may be awarded this contract. For more information, visit https://www.hud.gov/sites/documents/BR_BROCHURE.ENGLISH.PDF

Davis Bacon Act

This Contractor shall comply with the federal Davis-Bacon Act regarding the payment of federal prevailing wage rates. See Appendix “E” for more information. More information may be found at: https://www.hud.gov/program_offices/davis_bacon_and_labor_standards

GRANULAR FILL

DESCRIPTION

“Granular Fill” includes the furnishing and installation of material to be used as a foundation for structures, to replace unstable material in slopes and shoulders, to replace rock and unsuitable material in trenches, and elsewhere as indicated on the Plans or Specifications or where directed by the Engineer. It shall consist of gravel conforming to the requirements of these specifications.

MATERIALS

Granular fill shall conform to the requirements of Section M.02.01 of Form 818.

CONSTRUCTION DETAILS

When granular fill is used for foundation for structures, as backfill or to replace rock or unsuitable material in trenches, it shall be deposited in layers not over six (6) inches in depth, with each layer thoroughly compacted before the addition of other layers.

MEASUREMENT

Only granular fill used to replace unsuitable material and rock in trenches or other areas directed by the Engineer will be measured for payment. It will be measured in place by the cubic yard after compaction within the payment lines shown or specified by the Engineer.

PAYMENT

This work will be paid for at the contract unit price per cubic yard for "Granular Fill", complete in place, which price shall constitute full compensation for all materials, tools, equipment and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Granular Fill	Cubic Yard

PROCESSED AGGREGATE BASE

DESCRIPTION

“Processed Aggregate Base” shall consist of furnishing and installing processed aggregate base as a foundation for bituminous concrete roadways, concrete sidewalks, curbs, driveways and other items where shown on the Plans in accordance with these Specifications and in conformity with the lines, grades, compacted thickness and typical cross-section as shown on the Plans.

MATERIALS

At the discretion of the Engineer, contractors shall supply copies of material test results, certified by an approved testing laboratory.

The materials for this work shall conform to the requirements of Section M.05.01 of Form 818.

CONSTRUCTION DETAILS

Coarse aggregate shall be broken stone. Only one type of coarse aggregate shall be used on a project unless otherwise permitted by the Engineer.

Prior to placing the bottom coarse of the processed aggregate base, the prepared subbase shall be maintained true to line and grade. After the aggregate is spread, it shall be thoroughly compacted and bound by use of equipment approved by the Engineer. Water may be used during the compaction and binding operation.

When the bottom course has been completed, as specified above, the top course aggregate shall be spread over it to such thickness that, after final compaction and binding, the total thickness of the two courses will equal that thickness specified for the completed base. The top course shall be spread, compacted and bound exactly as specified above for the bottom course.

The final surface of the subbase course shall be fine graded so that, after final compaction and just prior to placement of base or pavement courses, the surface elevation shall not vary more than one-quarter inch above or below the design grade at any location. The surface shall be completed to the above tolerance and approved by the Engineer prior to any work at a given location to place an overlying course. If after approval, the course becomes displaced or disturbed in any way for any reason, the Contractor shall repair and regrade the damage to the satisfaction of the Engineer prior to placing the overlying course. All repaired sections shall be recompacted until they meet the requirements as stated herein.

MEASUREMENT AND PAYMENT

“Processed Aggregate Base” shall **not** be measured for payment; its costs shall be included in the prices bid for the items which include this material.

STONE DUST PATH

DESCRIPTION

“Stone Dust Path” includes the construction of a crushed stone dust surfaced trail, constructed on a processed aggregate base course in the locations and to the dimensions and details shown on the Plans, as directed by the Engineer and in accordance with these Specifications.

MATERIALS

Stone Dust Screenings shall conform to the requirements of Section M.01.01 of Form 817, gradation “Screenings”.

Processed Aggregate Base shall conform to the requirements for “Processed Aggregate Base” elsewhere in these Specifications.

Geotextile shall conform to Section M.08.01(26) of Form 817 and shall be submitted to the Engineer for approval.

CONSTRUCTION DETAILS

The proposed layout of the trail shall be marked out in the field by the Contractor and reviewed with the Engineer prior to any construction.

Construct trail grades such that finish elevations of the trail will provide positive drainage away from the trail and will not cause ponding of water along the trail.

Prepare the subgrade by removing all soft or spongy material and backfilling with granular fill. Unsuitable subgrade material shall be reviewed with the Engineer before being deemed unsuitable.

Compact the subgrade uniformly to 90% Modified AASHTO Laboratory density (ASTM D-1557, Method C).

Install and compact processed aggregate base material in accordance with the requirements for “Processed Aggregate Base” elsewhere in these Specifications.

Install geotextile material between processed aggregate base and stone dust screenings. Overlap geotextile a minimum of 2”.

Install stone dust screenings. Rake and compact to provide a smooth, stable walking surface. Depth of screenings detailed is after compaction. Provide a top dressing of additional screenings as needed to repair minor settlements until the trail is accepted.

MEASUREMENT

“Stone Dust Path” will be measured by the actual number of square yards of “Stone Dust Path” constructed and accepted.

STONE DUST PATH

The following items will not be measured separately for payment, but shall be considered as included in the unit price bid for "Stone Dust Path":

1. Excavation
2. Formation of Subgrade
3. Processed Aggregate Base
4. Geotextile Fabric
5. Disposal of Excavated Material

PAYMENT

This work will be paid for at the contract unit price per square foot for "Stone Dust Path", complete in place, which price shall constitute full compensation for all materials, tools, equipment and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Stone Dust Path	Square Foot

REMOVAL ITEMS

DESCRIPTION

“Remove Bituminous Concrete” includes the removal and disposal of existing bituminous concrete pavement where called out on the Plans or directed by the Engineer to be removed. This item does not include the removal of bituminous concrete specified as included in the contract unit price bid for “Permanent Pavement Repair” or other items where the removal of bituminous concrete is included in that item.

“Remove Concrete Pad” includes the removal and disposal of existing concrete dumpster pad where called out on the Plans or directed by the Engineer to be removed.

MATERIALS

Not Applicable.

CONSTRUCTION DETAILS

Where bituminous concrete or concrete is directed by the Engineer to be removed, the Contractor shall remove and dispose of concrete to the limits designated by the Engineer. The Contractor may be required to sawcut in order to provide a neat, clean line and to minimize damage to adjacent features.

MEASUREMENT

“Remove Bituminous Concrete” shall be measured for payment by the square yard. Pay limits shall be designated by the Engineer in the field prior to removal.

“Remove Concrete Pad” shall be measured for payment by the square foot. Pay limits shall be designated by the Engineer in the field prior to removal.

PAYMENT

This work will be paid for at the contract unit price per square yard for "Remove Bituminous Concrete" or the contract unit price per square foot for “Remove Concrete Pad”, complete in place, which price shall include all materials, tools, equipment and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Remove Bituminous Concrete	Square Yard
Remove Concrete Pad	Square Foot

BITUMINOUS CONCRETE PAVEMENT REPAIR

DESCRIPTION

“Permanent Pavement Repair” shall consist of the constructing a full depth pavement repair in an existing parking lot where shown on the Plan or where directed by the Engineer. The surface course pavement structure shall consist of bituminous concrete constructed on a prepared stabilized base and in accordance with lines, grades as shown on the Plans, or as directed by the Engineer. It shall also include all excavation, furnishing, installing and compacting of processed aggregate base, sawcutting the existing pavement as required.

MATERIALS

Bituminous Concrete shall conform to the requirements of Section M.04 of Form 817.

All materials will be supplied from a plant certified and approved by the State of Connecticut, Department of Transportation.

Processed aggregate base shall conform to the specification for “Processed Aggregate Base” elsewhere in these Specifications.

If it is found that any Bituminous Mixture, even though meeting the requirements of the Job Mix Formula, fails to perform satisfactorily, the producer shall on notice (1) immediately cease furnishing the material, (2) take immediate corrective steps to provide a mix which does perform satisfactorily.

When bituminous concrete is laid, only material conforming to the requirements of these specifications and approved by the Engineer shall be used in the work. If tests of samples removed from the work reveal that the mixture is inconsistent or that other than approved materials have been incorporated in the mixture, or that the mixture is not in accordance with the specifications and the product proves unsatisfactory, the Town reserves the right to demand the replacement of the unsatisfactory bituminous concrete. All expenses of the Town incidental to such replacement, including all costs incurred in putting the road in satisfactory condition, shall be paid by the Contractor.

The tack coat to be used on all cold joints shall conform to the requirements of Section M.04 of Form 817.

CONSTRUCTION DETAILS

Transportation of Mixtures: The mixture shall be transported from the paving plant in trucks having tight bodies, which have previously been cleaned of all foreign material. The use of kerosene, gasoline, fuel or similar products for the coating of the inside of truck bodies is strictly prohibited. Such coatings may consist of soapy water or commercial oil emulsions (also known

as soluble oils) in the proportion of one (1) part oil to six (6) parts water. When such coatings are applied, truck bodies shall be raised immediately prior to loading to remove any excess

BITUMINOUS CONCRETE PAVEMENT REPAIR

coating material. Loaded trucks shall be covered with waterproof canvas or other suitable covers.

The mixture shall be delivered at a temperature within -4 degrees Celsius (25 degrees Fahrenheit) of the approved job mix formula.

Paving Equipment: The paving machine to be used shall be a self-powered type with an adapter to provide guidance of the screeding action. The screed or strike-off member shall be adjustable to the shape of the cross section of the existing pavement. Some method shall be provided for the tilting of the screed while in operation to secure the proper "pulling" and to result in a uniformly screeded surface. The machine shall have sufficient number of driving wheels so that there will be no undue amount of slippage. Means shall be provided for heating the screeding members by some method that will prevent accumulations of bituminous materials.

Placement of Mixture: The areas to be repaired shall be sawcut and the existing pavement and base material removed to the depth shown on the Plan. The excavated area shall then be filled with processed aggregate base to the depth identified on the Plans and shall be installed and compacted in maximum 6" lifts.

The mixture shall be laid only when the surface is free of frost, dried to the satisfaction of the Engineer, and when the weather is not foggy or rainy. Operations shall be carried only when the atmospheric temperature in the shade is not less than 4 degrees Celsius (40 degrees Fahrenheit) unless approval is given by the Engineer. Upon arrival, the mixture shall be immediately spread and struck-off to the width required and to such appropriate loose depth so that the compacted pavement will conform to the specified depth.

In order to obtain tight and well-compacted longitudinal joints, the sequence of the bituminous concrete placing operations shall be subject to the control of the Engineer.

Before any compaction is started, the surface shall be checked and inequities adjusted; all "drippings," i.e. fat, sandy accumulations, and all fat spots from any source, shall be removed and replaced by satisfactory material.

In areas where, on account of physical limitations, it is impractical to operate the paving equipment, the Engineer will permit the use of other type spreader or the mixture may be spread and screeded by hand.

The Contractor shall cut to the limits of the area to be repaired a minimum of 150 mm (six (6) inches) beyond each side of the disturbed area or into the existing pavement with a cutting saw. The saw cut shall be vertical and in straight lines. After the pavement has been removed to a depth of 450 mm (eighteen (18) inches) below the existing pavement surface, the roadway base shall be installed, graded and compacted in accordance with the specification for "Processed Aggregate Base". The roadway base shall be placed in layers not to exceed 150 mm (six (6) inches) in depth and to such a depth that after compaction it shall be at the specified depth shown on the plans. Contact surfaces of curbing, manholes, etc. shall be painted with a thin uniform

BITUMINOUS CONCRETE PAVEMENT REPAIR

coat of hot asphalt cement or tack coat just before the material is placed against them. Such asphalt cement or tack coat shall not be paid for. Hot-laid bituminous concrete shall be placed evenly and uniformly to a minimum compacted thickness of six (6) inches. The maximum thickness to be placed per course shall be two (2) inches. Immediately before placing the mixture, the road surface shall be cleaned by brooming or as otherwise directed by the Engineer.

Refueling of equipment in such a position that fuel might be spilled on bituminous concrete mixtures already placed or to be placed is prohibited.

Solvents and cleaners for use in cleaning mechanical equipment or hand tools shall be stored well clear of areas paved or to be paved.

Compaction: After spreading and when sufficient set has developed to permit proper compaction, each course shall be compacted by rolling, consisting of initial or breakdown rolling, intermediate rolling and final or finish rolling. Initial rolling shall be performed with a power driven steel wheel tandem or three wheel rollers weighing not less than ten (10) tons. Intermediate rolling shall be done by a power driven steel wheel tandem roller. Final rolling shall be done with a self-propelled pneumatic tire roller equipped with Wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 pounds per square inch uniformly over the surface, adjusting ballast and tire inflation pressure as required. The Contractor shall furnish evidence regarding tire size, pressure and loading to confirm that the proper contact pressure is being developed and that the loading and contact pressure are uniform for all wheels.

Rolling shall begin at the sides and progress toward the center, parallel to the centerline of the roadway. Alternate trips of the roller shall be terminated in stops at least three feet distant from any preceding stop.

Other rolling procedures may be directed by the Engineer, as conditions may require. Rolling shall be discontinued if the surface shows signs of excessive cracking or displacement and shall be continued later as directed. If it is found that the cracking and displacement continues, the paving operation shall be discontinued until the cause of the condition is corrected.

Rolling shall proceed continuously and in such a manner that all roller marks are eliminated. The rollers shall be in good condition. They shall be operated by experienced roller operators and must be kept in continuous operation as nearly as practicable in such manner that all parts of the pavement shall receive substantially equal compression.

In no case shall the Contractor use methods or equipment, which will result in fractured aggregate or lateral displacement of the material.

In all places inaccessible to a roller, such as adjacent to curbs, headers, gutters, and manholes, the required compression shall be secured with tamps. Depressions which may develop before the completion of the rolling shall be remedied by adding new material to bring such depressions to a true surface. Should any depressions remain after the final compaction has been obtained,

BITUMINOUS CONCRETE PAVEMENT REPAIR

new material shall be added to form a true and even surface. All high spots, high joints and other defects shall be adjusted as directed by the Engineer.

Placing of the pavement shall be as nearly continuous as possible and the roller shall pass over the unprotected end of the freshly laid mixture only when laying of the pavement is discontinued or interrupted for an appreciable period and joints shall be formed at such point. Where joints are to be formed, the edge of the existing pavement shall be cut square with the pavement. Before new material is laid, a thin coating of hot asphalt shall be applied to the vertical face of the cut pavement.

Depressions which may develop after initial rolling shall be remedied by scarifying the surface mixture laid and adding new material to bring such depressions to a true surface.

For permanent pavement repairs, all joints between new and existing pavements shall be sealed with an approved liquid bituminous concrete sealer material.

Protection of the Work: Sections of the newly finished bituminous work shall be protected from traffic to prevent damage to the finished mat.

MEASUREMENT

“Permanent Pavement Repair” will be measured by the actual number of square yards of bituminous concrete pavement repair completed and accepted in accordance with pay limits identified in the associated details on the Contract Plans. Excavation, asphalt emulsion tack coat, joint seal material, formation and compaction of subgrade, installation and compaction of processed aggregate base, sawcutting the existing pavement and bituminous concrete pavement shall not be measured for payment; these costs shall be considered as included in the unit price bid for “Permanent Pavement Repair”.

PAYMENT

The work will be paid for at the contract unit price per square yard for “Permanent Pavement Repair” complete and in place, to the pay limits and dimensions as shown on the plans and details, including all material, labor, tools and equipment incidental to the completion of the work and resetting of all storm basins, manholes and utility structures including any pavement around the structures. It shall include all excavation, asphalt emulsion tack coat, formation and compaction of subgrade, installation and compaction of processed aggregate base, sawcutting the existing pavement and bituminous concrete pavement.

<u>Pay Item</u>	<u>Pay Unit</u>
Permanent Pavement Repair	Square Yard

CONCRETE SIDEWALK AND CONCRETE SIDEWALK RAMPS

DESCRIPTION

“Concrete Sidewalk” of the thickness specified includes the construction of concrete sidewalk on a prepared processed aggregate base course in conformance with the lines, grades, dimensions and details as shown on the Plans, or as directed by the Engineer. It shall also include the sawcutting, removal and disposal of existing sidewalk, steps, ramps or pavement within the excavation limits for “Concrete Sidewalk”.

“Reinforced Concrete Pad” of the thickness specified includes the construction of concrete pad reinforced with welded wire fabric on a prepared processed aggregate base course in conformance with the lines, grades, dimensions and details as shown on the Plans, or as directed by the Engineer. It shall also include the sawcutting, removal and disposal of existing pavement within the excavation limits for “Reinforced Concrete Pad”.

“Concrete Sidewalk Ramp” of the thickness specified includes the construction of a concrete ramp on a prepared processed aggregate base course in conformance with the lines, grades, dimensions and details as shown on the Plans, or as directed by the Engineer. It shall also include the sawcutting, removal and disposal of existing sidewalk, steps, ramps or pavement within the excavation limits and installation of Town-furnished detectable warning tiles for “Concrete Sidewalk Ramp”.

MATERIALS

1. Concrete

- a. The concrete furnished shall conform in respects to composition, transportation, mixing and placing to Class “F” Concrete as specified in Section M.03 of Form 817 or as modified herein.
- b. Test concrete in accordance with AASHTO or ASTM Standard Test Methods as listed herein.
- c. All concrete mixes shall include air entraining and water reducing admixtures and, as needed, a retarder or accelerator. All admixtures must be on the Connecticut DOT approved list.
- d. Entrained air contents shall be maintained as follows:

<u>Nominal Max Aggregate Size</u>	<u>Average Air Content</u>
3/8"	7.5%
1/2"	7.0%
3/4"	6.0%

A range of $\pm 1.5\%$ from the required average is permissible for field tests.

Slump at the point of placement shall be $4" \pm 1"$.

- e. No additional materials will be added to the concrete mix at the job site without the prior approval of the Engineer.

2. Reinforcing

CONCRETE SIDEWALK AND CONCRETE SIDEWALK RAMPS

- a. Welded Wire Mesh: WWM shall be used in all driveways and specified sidewalk locations. The WWM shall be W1.4xW1.4 and conform to the latest AASHTO M 55M/M 55 "Standard Specifications for Welded Steel Wire Fabric for Concrete Reinforcement."

Written requests may be made to substitute synthetic fibers such as Fibermesh or approved equal for welded wire mesh with written approval of the Engineer. The addition rate shall be 1.5 lb/cu yard.

- b. Smooth Metal Dowels: Smooth metal dowels shall be $\frac{5}{8}$ " in diameter and 18 inches in length. All metal dowels shall conform to the requirements of AASHTO M31-92, Grade 60.
- c. Deformed Bars: Deformed bars shall conform to AASHTO M31-92, Grade 60.
- d. Bond breaker shall be Reed Wax #100 Emulsion as manufactured by Roger A. Reed, Inc., Reading, MA (1-781-944-4640) or approved equal.

3. Construction/Isolation Joint Material

Joint material shall be one-half (2) inch in thickness, equal in width to the slab thickness and conform to AASHTO M33, Asphaltic Expansion Joint Materials.

4. Forms

The forms used shall be straight and firmly supported and staked to the line and grades as shown on the plans or as directed by the Engineer. The forms shall be free from warp and shall be of sufficient strength to resist springing out of shape. All forms shall be cleaned and oiled before use.

5. Curing Materials

A liquid membrane curing compound such as Masterkure by Master Builders or approved equal and meeting AASHTO M148 shall be applied in accordance with the manufacturer's instructions over the completed concrete surface area.

6. Processed Aggregate Base

Processed aggregate base shall conform to the requirements of "Processed Aggregate Base" elsewhere in these Specifications.

7. Detectable Warning Tiles

Prefabricated detectable warning tiles will be furnished by the Town.

CONSTRUCTION DETAILS

1. Excavation

Excavation, including the removal and disposal of any type of existing sidewalk, curb, ramp, steps or pavement, shall be made to the required depths below the finished grade as shown on the plans or as directed. All soft and yielding material shall be removed and replaced with suitable material.

CONCRETE SIDEWALK AND CONCRETE SIDEWALK RAMPS

2. Processed Aggregate Base

The base course shall be placed in layers not to exceed six inches (6") in depth and to such a depth that after compaction it shall be at the specified depth below the finished grade of the walk.

3. Forms

Forms shall be straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. Forms shall be of minimum 5" depth and shall have a flat surface on the top. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before concrete is placed against them. Sheet metal templates one-eighth ($\frac{1}{8}$) inch in thickness, of the full depth and width of the walk, shall be spaced at intervals of fifteen feet (15') or as directed by the Engineer. If the concrete is placed in alternate sections, these templates shall remain in place until concrete has been placed on both sides of the template. As soon as the concrete has obtained its initial set, the templates shall be removed.

4. Joints

- a. **Construction Joints:** At maximum intervals of thirty feet (30'), install a construction joint as detailed on the drawings. Install dowels as shown on the drawings. Minimum embedment on each side of the joints shall be six inches (6"). All dowels shall be straight, square on the ends with no burrs. Locate 12" from the edge of the slab. Bars must be carefully aligned and square with the form face. Prevent bonding to the concrete on one side of the joint by using a plastic sleeve over the dowel or coat with an approved bond breaker. Alternate protected end on each side of the joints.

Dowels are also to be installed between new and existing concrete slabs. Where new or repaired walks abut existing concrete sidewalks, the contractor shall drill holes measuring $\frac{3}{4}$ of an inch in diameter and twelve (12) inches in depth at 24" on centers into the existing concrete slab. The dowels, dipped in a liquid asphalt and coated with an approved bond breaker or plastic sleeve shall be set into the existing sidewalk slab prior to the placement of concrete. The dowels are to be level with the latitude pitch of the sidewalk and shall conform to the details of these specifications. Any variations in dowel installation procedures must be approved by the Engineer.

Other locations to which dowels may be required will be directed by the Engineer.

- b. **Control Joints:** Follow joint spacing as shown on the drawings. At intervals of approximately fifteen (15) feet, a full control joint shall be provided. A tooled joint, to the depth of $\frac{3}{8}$ of an inch, shall be installed at approximately five (5) foot intervals along the sidewalk. The resulting areas should be as square as practical. All joints shall be installed using straight guides set at right angles to the longitudinal direction of the walk.

CONCRETE SIDEWALK AND CONCRETE SIDEWALK RAMPS

- c. Isolation Joints will be installed wherever concrete is placed against already installed concrete of structures such a curbing, building, or other, previously existing paving.

If it becomes necessary to adjust the locations, horizontal or vertical dimensions of the above listed items due to interference with utilities or for other valid reasons, the Contractor, with the approval of the Engineer, shall construct said items to the modified dimensions and locations.

5. Concrete Placement and Finishing

- a. Subgrade preparation: The subgrade shall be approved by the Engineer prior to placement of concrete. The grade will be free of soft areas, roots, rubble and large stones. It shall be fully compacted and graded to provide the specified slab thickness within $\pm 1/4$ ".
- b. Forms: Align forms as shown on drawings and secure to provide straight edges and uniform curves. Remove only after the concrete has gained sufficient strength to prevent chipping or raveling of the edges.
- c. Where required, install welded wire mesh. Support the mesh on concrete bricks or other supports so that it will remain in the upper third of the slab.
- d. Moisten the subgrade before starting concrete placement to eliminate water loss.
- e. Place continuously, using construction joints at locations shown on the drawings or as approved by the Engineer. If an interruption occurs of a duration that may cause a cold joint, install a construction joint as described in this specification.
- f. Water may be added to the truck mixer to adjust the slump when the discharge begins, only if the concrete is below the specified water cement ratio and maximum slump upon arrival at the job site. Water shall not be added to the batch at any later time. If higher slumps are required, use a high range water reducer such as Rheobuild 1000 by Master Builders or equal as approved by the Engineer.
- g. Screed the concrete to grade, bull float or darbie, consolidate formed edges by spading with a hand float, and leave until edging can begin. Allow to harden sufficiently so that a foot leaves only a slight imprint. Floating should not begin until the water sheen has disappeared. The surface shall be worked and floated with a wooden, aluminum or magnesium float or finishing machine using float blades. The outside edges of the slab shall be edged with one-quarter ($1/4$) inch radius tool. The slab shall then be broomed crosswise with a fine hair broom leaving the surface free from all tool marks.
- h. Immediately upon the disappearance of the water sheen following the final finishing and before any marked dehydration or checking occurs, the curing compound shall be applied using an approved spraying device. The sprayer shall deliver a fine spray with uniform coverage. Coverage rate shall be that recommended by the curing compound manufacturer.
- i. The Contractor shall have on the job, at all times, sufficient polyethylene film or waterproof paper to provide complete coverage in the event of rain. Protect the

CONCRETE SIDEWALK AND CONCRETE SIDEWALK RAMPS

surface if rain occurs before final set or use for curing in the event of a breakdown of the spray equipment.

- j. If rain falls on the newly coated sidewalk before the curing film has dried sufficiently to resist damage, or if the film is damaged in any other manner, the contractor shall reapply same. Treated surfaces shall be protected from all foot or vehicular traffic for a sufficient period of time to prevent damage.
- k. Within 24 hours, spray curing compound on newly poured sidewalks.

6. Reinforcing

Reinforcing of the type specified shall be used in all concrete sidewalk ramps and at concrete sidewalks which cross driveways. Welded wire fabric for concrete reinforcement shall be embedded at mid-depth in the slab.

7. Detectable Warning Tile

All sidewalk ramps shall have detectable warning tiles as shown on the Plan or as directed by the Engineer. The detectable warning tile shall be set directly in poured concrete according to the Plans, the manufacturer's specifications or as directed by the Engineer. The Contractor shall place two 25 pound concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete. Detectable warning tiles shall be furnished by the Town.

8. Special Conditions

- a. Low Temperature Placements: No concrete is to be placed when air temperature is below 50°F unless additional precautions are taken and prior approval is given by the Engineer. The Engineer must approve all placements below 50°F. No concrete will be placed on frozen sub-grade or at temperatures below 20°F. Concrete exposed to temperatures below 40°F after placement must be protected through the use of insulating blankets, a six (6) inch layer of straw that is maintained in a dry condition by a covering of plastic sheeting, or other appropriate methods. Any concrete placed during cold weather that is damaged because of freezing shall be replaced at the Contractor's own expense.
- b. Special consideration for high temperature placements and rapid drying conditions should be discussed with the Engineer. No additional materials will be added to the concrete mix at the job site without the prior approval of the Engineer.
- c. Where reconstruction of an existing approach walk is required, the reconstructed portion of the approach walk shall match the existing approach walk in color, texture and appearance.

9. Curb Transitions

Curb transitions shall be provided when sidewalk ramps are adjacent to existing and proposed curb. Granite stone curb transitions shall be provided adjacent to granite curb

CONCRETE SIDEWALK AND CONCRETE SIDEWALK RAMPS

and concrete curb transitions shall be provided adjacent to concrete curb and bituminous concrete curb unless approved otherwise by the Engineer.

10. Backfilling and Removal of Surplus Material

The sides of all finished concrete work shall be backfilled to the limits shown on the drawings or as directed by the Engineer, with suitable material thoroughly compacted and finished flush with the top of the concrete. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer.

11. Protection

The Contractor shall protect newly poured concrete surfaces so as to prevent damage from falling objects, vandalism, etc. The Contractor shall repair or remove and replace any damaged or defaced concrete surface at his own expense. Determination to repair or remove and replace will be at the sole discretion of the Engineer.

12. Utility Adjustments

If an existing utility box, valve box or manhole is located within the limits of the new sidewalk or ramp, the Contractor shall be responsible for the coordination and scheduling with the owner of the facility, for the adjustment of the facility to grade, if necessary.

MEASUREMENT

“Concrete Sidewalk” will be measured by the actual number of square feet of completed and accepted concrete sidewalk of the thickness specified.

“Reinforced Concrete Pad” will be measured by the actual number of square feet of completed and accepted reinforced concrete pad of the thickness specified.

“Concrete Sidewalk Ramps” will be measured by the actual number of square feet of completed and accepted concrete ramps of the thickness specified.

The following items will not be measured separately for payment, but shall be considered as included in the unit price bid for “Concrete Sidewalk”, “Reinforced Concrete Pad”, or “Concrete Sidewalk Ramp” of the thickness specified:

1. Excavation and backfill;
2. Furnishing and installing processed aggregate base;
3. Forming and compacting of subgrade;
4. Expansion joint material, dowels and other reinforcement;
5. Sawcutting and removal of existing sidewalks, ramps and/or bituminous concrete pavement within the limits of the new sidewalk or ramp;
6. Installing Town-furnished detectable warning tiles;
7. Cast-in-place concrete curbing associated with sidewalk ramps;

CONCRETE SIDEWALK AND CONCRETE SIDEWALK RAMPS

PAYMENT

This work will be paid for at the contract unit price per square foot for “Concrete Sidewalk”, “Reinforced Concrete Pad”, or “Concrete Sidewalk Ramp”, of the thickness specified, complete in place, which prices shall include all excavation; formation of subgrade; sawcutting, removal and disposal of existing sidewalk, ramps and pavement; processed aggregate base; concrete curb transitions; backfill, reinforcement, expansion joints, curing, disposal of surplus material, installation of detectable warning tiles, equipment, tools, materials and labor incidental thereto.

Granular fill used to replace unsuitable material or used as borrow material to bring the sidewalk subbase to grade will be paid under the item “Granular Fill” elsewhere in these Specifications. Granular fill will only be paid for if directed by the Engineer.

Pay Item

5” Concrete Sidewalk
6” Reinforced Concrete Pad
6” Concrete Sidewalk Ramp

Pay Unit

Square Foot
Square Foot
Square Foot

EXTRUDED CONCRETE CURB

DESCRIPTION

“Extruded Concrete Curb” of the type specified includes the furnishing and installation of slip formed concrete curbing placed on a prepared bituminous concrete pavement in accordance with the dimensions and details shown on the Plans or as directed by the Engineer.

MATERIALS

Concrete: Furnished concrete shall conform to Class “PCC04460” Concrete as specified in Article M.03.02 of Form 818 or as modified herein with respect to composition, transportation, mixing and placing. Concrete shall contain a minimum of one pound of fiber reinforcement per cubic yard. All concrete shall be produced in accordance with ASTM C94 Ready Mixed Concrete.

Adhesive: Adhesive shall be based upon the manufacturer’s recommendation for the intended installation.

CONSTRUCTION DETAILS

Concrete shall be of such consistency that, after extrusion, it will maintain the shape of the curb section without support or slumping. It shall have a clean, uniform appearance, free from surface pits larger than 3/16” in diameter.

The pavement surface shall be thoroughly cleaned using high pressure washing, if necessary, prior to curb installation.

The curb shall be bonded to the base course of pavement with an approved concrete to asphalt adhesive or a two-component epoxy in accordance with the manufacturer’s instructions.

The top of the finished curb shall be true to line and shall follow the contour of the pavement.

Control joints shall be cut, as soon as possible, through one-third of the cross section of concrete. The joint shall be tooled and finished to a neat and uniform appearance. Control joints shall be installed at nine foot (9’) intervals on tangent sections and three foot (3’) intervals on radii. Where extruded concrete curb is shown to be installed over a concrete catch basin top, control joints shall be installed on each side of the catch basin top.

The finished curb shall be coated with a curing compound, designed to seal the surface and form a water proofing membrane to retard the loss of water from the fresh concrete.

After the completion of curbing, traffic shall be kept at a safe distance for a period of not less than 24 hours and until the curbing has set sufficiently to prevent damage to the work. Fill material shall be placed behind the curb immediately thereafter.

EXTRUDED CONCRETE CURB

MEASUREMENT

“Extruded Concrete Curb” of the type specified will be measured for payment along the top of the curb and will be the actual number of linear feet of extruded concrete curbing, completed and accepted.

The following will not be measured for payment, but shall be considered as included in the unit price bid for “Extruded Concrete Curb”:

1. Surface cleaning and preparation of existing bituminous concrete pavement
2. Adhesive
3. Curing compound
4. Control joints

PAYMENT

Payment for this work will be made at the contract unit price per linear foot for “Extruded Concrete Curb” of the type specified complete in place, which price shall include the removal and disposal of existing curb, the cleaning and surface preparation of existing bituminous concrete pavement, adhesive, curing compound, all materials, equipment, tools and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Extruded Concrete Curb	Linear Foot

CATCH BASINS AND STORM MANHOLES

DESCRIPTION

“Catch Basin” and “Double Grate Catch Basin” of the type and depth specified shall consist of the construction of a new catch basin and catch basin top in accordance with the Plans and Specifications. It also includes the removal of existing catch basins within the excavation limits or in conflict with the new catch basin location.

“Reset Catch Basin Top (Type) (New Top)” includes removal of existing catch basin tops and furnishing and installing a new catch basin top in accordance with the Plans and Specifications. It also includes reconstructing the existing structure walls as necessary to accommodate the proposed elevations. Curb inlets for new catch basin tops shall match dimensions of adjacent curb.

“Reset Catch Basin Top (Type) (Existing Top)” includes the resetting of the existing catch basin top to grade. It also includes reconstructing the existing structure walls to accommodate the proposed elevations.

“Convert Catch Basin to Manhole” includes all work necessary to reconstruct an existing catch basin to a manhole in accordance with the Plans and Specifications.

“Modify Drop Inlet to Combination Catch Basin/Manhole” includes all work necessary to reconstruct an existing drop inlet structure as shown on the Plans to accommodate a new catch basin top. It also includes furnishing and installing a new manhole top, frame and cover.

“Reconstruct Drainage Structure” includes all work necessary to reconstruct an existing drainage structure as shown on the Plans.

“Storm Manhole” of the type and depth specified includes the construction of a new precast concrete manhole in accordance with the Plans and Specifications.

“Remove Drainage Structure” shall consist of the removal and disposal of an existing drainage structure called out on the plans and backfilling with granular fill.

“Abandon Drainage Structure” shall consist of the abandonment of existing drainage structures where shown on the Plans or directed by the Engineer.

Work under these items shall also include the sawcutting of existing pavement and curb, excavation, backfill and adjustment of existing structures to accommodate resetting of catch basin tops.

MATERIALS

Materials used for construction shall be those indicated on the Plans or as directed by the Engineer and shall conform to Section M.08.02 of Form 817.

CATCH BASINS AND STORM MANHOLES

Concrete inlets for Type “C” catch basin tops shall be formed to match the adjacent curb dimensions.

Manhole covers shall be cast with the words "TOWN OF MANCHESTER DRAIN" or “MANCHESTER DRAIN”.

Protective compound material shall conform to Section M.03.09 of Form 817.

Mortar shall conform to Section M.11.04 of Form 817.

Pervious material shall conform to Section M.02.05 of Form 817 and 3/4" size on the Gradation Table in Section M02.06 of Form 817.

Materials for damp-proofing shall conform to Section M.12.05 of Form 817.

Granular Fill, if required by the Engineer to replace unsuitable material below the excavation limits shown on the plans, shall conform to the requirements of “Granular Fill” elsewhere in these Specifications.

Sand for filling structures to be abandoned shall conform to the requirements of Article M.08.03 of Form 817.

Steel sheeting for excavation support systems, if required, shall conform to the requirements of ASTM A328, ASTM A572 or ASTM A690 as appropriate.

CONSTRUCTION DETAILS

These structures shall be constructed in accordance with the requirements contained herein for the character of work involved. The provisions of Section 6.02.03 of Form 817 pertaining to bar reinforcement shall apply except that shop drawings need not be submitted for approval.

The surfaces of the tops of all catch basins, junction boxes and drop inlets shall be given a coat of protective compound material immediately upon completion of the concrete curing period at the rate of .04 gallons per square yard.

All masonry units shall be laid in full mortar beds of at least ½” thickness.

Metal fittings for catch basins, junction boxes, manholes or drop inlets shall be set in full mortar beds or otherwise secured as shown on the plans.

Inlet and outlet pipes shall extend through the walls for a sufficient distance beyond the outside surface to allow for satisfactory connections and the concrete or masonry shall be constructed around them neatly to prevent leakage along their outer surfaces. The pipe shall be cut flush with the inside face of the wall, or as shown on the plans.

CATCH BASINS AND STORM MANHOLES

If unsuitable material is encountered during the excavation at the base of a structure, then a minimum of 12 inches of granular fill shall be used as a base for the structure or as directed by the Engineer.

All structures shall be precast and shall be constructed with at least one row of concrete block between the structure walls and the precast top to accommodate future adjustment.

Frames, covers and tops which are to be reset shall be removed from their present beds, the walls or sides of the basin shall be rebuilt as required to accommodate the new top. The limits of reconstruction of the structure side walls shall be 3' (measured vertically) unless determined otherwise by the Engineer. At least one row of concrete block shall be placed between the structure walls and the newly placed top.

When directed by the engineer, frames and covers for new manholes located within limits of road reconstruction shall be temporarily set at the binder course elevation and raised to the final course elevation immediately prior to paving.

Structures to be abandoned shall have frames, covers, tops and grates removed and properly disposed of off-site. All pipes in the structure shall be plugged with concrete. The Contractor may substitute bricks with permission of the Engineer. The existing structure shall be removed to a level a minimum of two (2) feet below the surface. The remaining structure shall be filled with sand and compacted. The remaining void shall be backfilled with granular fill to the subgrade elevation of the surface restoration treatment. The portions of the structure removed shall not be used for any other Work performed on this project.

The Contractor shall furnish, put in place and maintain such excavation support systems (i.e. trench boxes, steel plates, steel sheeting, etc.) as may be necessary to support the sides of the excavation and to prevent any movement of earth other than that intended to be accomplished by the excavation. Trench support systems shall be designed to support earth pressures, hydrostatic pressures, equipment and construction loads, and other surcharge loads, to allow safe and expeditious construction with minimal movement or settlement of ground, to prevent damage to, or movement or settlement of, adjacent buildings, structures, or utilities. Such systems shall be installed as may be necessary for the protection of the Work and for the safety of personnel, and shall comply with the safety precautions as outlined in the Associated General Contractors of America, "Manual of Accident Prevention in Construction," the "Occupational Safety and Health Act" of 1970 (OSHA) of latest revision and OSHA Reference: U.S. Dept. Of Labor O.S.H.A. Safety and Health Standards (29 CFR 1926/1910) revised March 5, 1990, Subpart P-Excavations, Trenching & Shoring Selection of Protective Systems, 1926-652 Appendix F.

MEASUREMENT

“Catch Basins” of the types specified; “Convert Catch Basin to Manhole”, “Reconstruct Drainage Structure” and “Modify Drop Inlet to Combination Catch Basin/Manhole” will all be measured for payment by the actual number of structures, completed and accepted.

CATCH BASINS AND STORM MANHOLES

“Reset Catch Basin Top” of the type specified will be measured for payment by the actual number of structure tops completed and accepted.

“Remove Drainage Structure” is only used when the removal of an existing catch basin falls outside the excavation limits for a new drainage structure. When removal of an existing drainage structure falls within the excavation limits for a new drainage structure, the removal of the drainage structure shall be considered as included in the contract unit price bid for the new structure of the type specified. Only drainage structures called out on the Plan as “Remove Drainage Structure” will be measured for payment by the actual number of existing structures removed and backfilled in accordance with the Specifications.

“Abandon Drainage Structure” will be measured as the actual number of drainage structures abandoned, complete in place and accepted.

There will be no measurement or direct payment for excavation, backfill, excavation support systems, or the application of the protective compound material, but the cost of this work shall be considered as included in the contract unit prices for the appropriate item.

Granular Fill, if required by the Engineer to replace unsuitable material below the excavation limits shown on the plans, will be measured for payment under the item “Granular Fill” elsewhere in the Specifications.

The backfilling of abandoned drainage structures with sand and granular fill will not be measured separately for payment; the cost shall be considered as included in the contract unit price for “Abandon Drainage Structure”.

PAYMENT

“Catch Basin”, “Double Grate Catch Basin”, “Convert Catch Basin to Manhole”, “Reconstruct Drainage Structure”, “Storm Manhole”, “Modify Drop Inlet to Combination Catch Basin/Manhole”, “Remove Drainage Structure”, “Abandon Drainage Structure”, “Reset Manhole to Grade” and “Reset Catch Basin Top” of the types specified will be paid for at the contract unit price each of the type specified, complete in place, which price shall constitute full compensation for all materials, equipment, tools and labor incidental thereto.

Granular Fill, if required by the Engineer to replace unsuitable material below the excavation limits shown on the plans will be paid under the item “Granular Fill.”

The backfilling of abandoned drainage structures with sand and granular fill will not be paid for separately; the cost shall be considered as included in the contract unit price for “Abandon Drainage Structure”.

The following items will not be paid for separately, but the cost thereof shall be included in the contract unit price for the appropriate item.

CATCH BASINS AND STORM MANHOLES

1. Excavation for drainage structures
2. Excavation support systems
3. Removal and disposal of existing structure if in excavation limits for new structure
4. Removal and disposal of existing frames, covers, tops, grates and upper portions of structures to be abandoned
5. Reconstruction of existing structure side walls (up to 3' in depth) for reset items
6. Damp-proofing
7. Storm Manhole Frames and Covers
8. Catch Basin Frames and Grates
9. Connecting and sawcutting of Existing Pipes when installing new structures
10. Sawcutting of pavement around existing or when installing new drainage structures
11. Sawcutting of curb adjacent to drainage structures
12. Granular Fill used to backfill for abandoned or removed drainage structures
13. Pervious material used for backfill
14. Granite or concrete curb inlets

Pay Item

Pay Unit

Reset Catch Basin (New Type "C-L" Top)

Each

RESET MANHOLE TO GRADE

DESCRIPTION

“Reset Manhole (Sanitary Sewer)” includes the resetting of an existing sanitary sewer manhole frame and cover to grade. It also includes reconstructing the existing structure walls and modifying riser sections as required to accommodate proposed elevations.

MATERIALS

Materials used for reconstruction shall be those indicated on the Plans or as directed by the Engineer and shall conform to Section M.08.02 of Form 817.

Mortar shall conform to Section M.11.04 of Form 817.

CONSTRUCTION DETAILS

Frames and covers which are to be removed or reset shall be removed from their present beds, the walls or risers of the manhole shall be reconstructed in accordance with the requirements contained herein for the character of work involved to accommodate the new frame elevation.

All masonry units shall be laid in full mortar beds of at least ½” thickness.

Steel frames shall be set in full mortar beds or otherwise secured as shown on the plans.

All new manhole risers sections shall be precast concrete. Manholes shall be reconstructed with at least one precast concrete riser ring between the structure walls and the manhole frame to accommodate future adjustment. Concrete block or bricks may be used with the approval of the Engineer.

MEASUREMENT

“Reset Manhole (Sanitary Sewer)” will be measured for payment by the actual number of manhole frame and covers adjusted and accepted.

PAYMENT

“Reset Manhole (Sanitary Sewer)” will be paid for at the contract unit price for each structure adjusted, complete in place, which price shall constitute full compensation for all materials, equipment, tools and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Reset Manhole (Sanitary Sewer)	Each

GRANITE STONE HITCHING POST

DESCRIPTION

“Granite Stone Hitching Post” includes the furnishing and installation of granite stone posts with steel or cast iron rings, complete and in place, at the locations shown on the Plans or as directed by the Engineer.

MATERIALS

Granite stone posts shall be 6" x 6" x 72" (min) split face.

Stone dust shall conform to the requirements of “Stone Dust Path” elsewhere in these Specifications.

Rings shall be minimum 4" OD made from forged steel or cast iron, color: Black, with or without a plate.

CONSTRUCTION DETAILS

Excavation shall be to the depth shown on the Plans or directed by the Engineer. Prior to the setting of the post, all loose soil or stones shall be removed from the bottom of the excavation, and the subgrade tamped to compaction. Stone dust shall be used as a backfill material and compacted in 6" layers.

Posts shall be securely set true and plumb.

Steel or iron hitching rings shall be securely fastened to the granite post using an epoxy recommended by the hardware manufacturer.

MEASUREMENT

“Granite Stone Hitching Post” will be measured for payment by the actual number of granite posts installed and accepted.

PAYMENT

This work will be paid at the contract unit price each for “Granite Stone Hitching Post” , which price shall include all materials, equipment, tools, labor and incidentals necessary to complete the Work.

<u>Pay Item</u>	<u>Pay Unit</u>
Granite Stone Hitching Post	Each

FENCE ENCLOSURE

DESCRIPTION

“Fence Enclosure” includes the furnishing and installation of a wooden panel fence to the dimensions and details shown on the Plans or as ordered by the Engineer and in accordance with these Specifications.

MATERIALS

Wood fence shall be a concealable steel post reinforced system, Postmaster® Solid Privacy by Master Halco or approved equal.

Galvanized steel posts shall be 6’ high, 0.90oz/sf coating, Model 633660 by Master Halco, or approved equal.

Wood shall be Western Red Cedar, 5/8” x 5 1/2” boards, 6’ high, flat top, premium grade, Model 050124 by Master Halco, or approved equal.

CONSTRUCTION DETAILS

Wood fence shall be installed in accordance with manufacturer’s instructions and the detail shown in the Plan.

MEASUREMENT

“Fence Enclosure” will be measured for payment by the actual linear foot of fence installed, completed and accepted.

PAYMENT

“Fence Enclosure” will be paid for at the contract unit price per linear foot, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Fence Enclosure	Linear Foot

RAMADA

DESCRIPTION

“Furnish and Install Ramada” includes the furnishing and installation of a prefabricated or stick built, gable roof wooden shade structure as specified herein.

MATERIALS

Ramada shall be 10’ x 14’ Western Red Cedar Ramada with the following options:

- 1) Cedar Tone/Sealer
- 2) Charcoal Metal Roof
- 3) Stainless Steel Hardware

as manufactured by Fifthroom.com; or approved equal.

Approved equals, including stick built proposals, shall be equal in all aspects to the proposed structure specified, including but not limited to:

Wood:	Western Red Cedar
Stain:	High performance stain and sealer, Color: Cedar
Roof:	Metal roof, min. 29 gauge high tensile steel, Color: Charcoal Pitch: 6/12, Open Gable with decorative design
Posts:	5” x 5” x 8’ laminated posts with 16” high base trim
Beam:	Triple 2x8 header beam
Ceiling:	Exposed cedar rafters
Brackets:	Powder coated steel mounting brackets
Fasteners:	Stainless Steel

SUBMITTALS/PERMITS

The Contractor is required to secure a building permit from the Town of Manchester Building Division for this structure. Engineered drawings will be required.

CONSTRUCTION DETAILS

Ramada shall be installed in accordance with manufacturer’s instructions. It shall be mounted to the concrete pad with approved powder coated steel mounting brackets.

MEASUREMENT

“Furnish and Install Ramada” will be measured for payment by the lump sum, completed and accepted.

PAYMENT

“Furnish and Install Ramada” will be paid for at the contract lump sum price, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto.

Pay Item

Furnish and Install Ramada

Pay Unit

Lump Sum

10' x 14' Cedar Gable Ramada



Website: www.Fifthroom.com
For questions, to request a freight quote, or to place an order,
please call 1-888-293-2339
Hours of Operation: Mon-Fri: 8AM-7PM | Sat: 10AM-3PM EST
Email: contact@Fifthroom.com

[Print this Page](#)

- Product Type: Pavilion
- Product Type: Gazebo
- Product Type: Ramada
- Style: Open Rectangle
- Roof: Gable Roof
- Material: Red Cedar
- Size: 10' x 14'
- Weight: 2200 lbs.

Total Price: \$14,315

Base Price Before Customizations and Freight: \$10,499

Cedar Tone Stain/Sealer	\$1,249
Charcoal Metal Roof	\$849
8 ft 5"x5" Straight Laminated Posts	--
16" High Post Trim	--
No Ceiling	--
No Cupola	--
No Privacy Panel	--
No Privacy Panel	--
No Privacy Panel	--
No Privacy Panel	--
No Deck	--
6/12 Roof Pitch	--
Open Gable	--
Stainless Steel Hardware	\$219
No Fan	--
Engineered Drawings	\$1,499
Standard Beams	--

Price with Customizations Before Freight: \$14,315

[Close](#)

Prices shown are from the manufacturer's website as of 6/30/21 and are not guaranteed to be the same at time of order. The Contractor should review latest pricing at the time of bid preparation.

EROSION AND SEDIMENTATION CONTROLS

DESCRIPTION

“Silt Fence” includes the furnishing, placing, maintaining and removal of manufactured geotextile silt fence where shown on the Plans or where directed by the Engineer.

“Hay Bales” includes the furnishing, placing, maintaining and removal of hay bales where shown on the Plans or where directed by the Engineer.

“Silt Sack” includes the furnishing, placing, maintaining and removal of manufactured geotextile silt sacks specifically made to protect catch basins where shown on the Plans or where directed by the Engineer.

“Construction Entrance” includes the furnishing and installation of a temporary crushed stone pad on a geotextile surface located so as to prevent dirt and mud from tracking onto existing pavement. The exact location(s) of “Construction Entrance” shall be determined by the Engineer.

MATERIALS

Geotextile shall conform to Section M.08.01.19 of Form 818.

Silt Sack shall be Hi-Flow Siltsack® Type A (for Type “C-L” catch basin tops) and Type B with curb deflector (for Type “C” catch basin tops or other structure with curb inlets) as manufactured by ACF Environmental, Inc., Richmond, VA (800-448-3636) or approved equal. Silt sack shall be provided with internal overflows and meet the following criteria:

<u>Properties</u>	<u>Test Method</u>	<u>Units</u>
Grab Tensile Strength	ASTM D-4632	265 lbs
Gran Tensile Elongation	ASTM D-4632	20%
Puncture	ASTM D-4833	135 lbs
Mullen Burst	ASTM D-3786	420 psi
Trapezoid Tear	ASTM D-4533	45 lbs
UV Resistance	ASTM D-4355	90%
Apparent Opening Size	ASTM D-4751	#20 U.S. Sieve
Flow Rate	ASTM D-4491	200 gal/min/sq ft
Permittivity	ASTM D-4491	1.5/sec

Crushed stone for Construction Entrances shall conform to “Grading A” of Section M.02.06 of Form 818.

Turbidity curtain shall be manufactured by ACF Environmental, Richmond, VA (800-448-3636) or approved equal.

EROSION AND SEDIMENTATION CONTROLS

RESPONSIBILITY

It is the Contractor's sole responsibility to provide and continually inspect and maintain all erosion and sedimentation control measures on the site. Failure to do so may result in enforcement actions by the Town of Manchester or State of Connecticut. The erosion and sedimentation control measures shown on the Plans or in these Specifications are intended as a guideline to show the minimal control measures required based on the intended construction. Additional control measures may be necessary depending upon the Contractor's operations and scheduling of the project.

CONSTRUCTION DETAILS

Geotextile sedimentation control systems may consist of either a prefabricated geotextile fence or a geotextile fence assembled by the Contractor in the field. Geotextile sedimentation control systems shall be installed so that the bottom six (6) inches of the fabric is buried by either trenching or by laying the six (6) inch section horizontally on the ground and burying by ramping the soil up to the control fence. All geotextile fences shall be a least 42 inches in exposed height as installed, with not less than a two (2) degree and not more than a 20 degree inclination toward the potential silt source. Hardwood posts shall have a minimum cross-section size of at least 1.5 inches by 1.5 inches and a minimum length of 30 inches. Steel posts shall be at least 0.5 pound per linear foot with a minimum length of 48 inches. Spacing between posts shall not exceed ten (10) feet, and all posts shall be driven a minimum of 12 inches into the ground. When joints between sections of geotextile sedimentation control systems are necessary, geotextile shall be spliced together only at a support post, with a minimum six (6) inch overlap, and securely sealed.

The installations shall be maintained or replaced until they are no longer necessary for the purpose intended or are ordered removed by the Engineer. Cleanout of accumulated sediment shall be accomplished when one-half of the original height of the sedimentation control system, as installed, becomes filled with sediment or as ordered by the Engineer.

The geotextile fence systems will be completely removed from the project at the completion of the project, unless specifically authorized by the Engineer to be left in place.

Unless a specific type of sedimentation control system is indicated on the plans or directed by the Engineer, the type of system will be at the Contractor's option.

Silt sacks shall be installed in accordance with manufacturer's instructions and shall be emptied and legally disposed of when they have collected 6" to 12" of sediment and when directed by the Engineer. Silt sacks shall be inspected every 1 to 2 weeks and after every major rainfall event.

Turbidity curtains shall be installed in accordance with manufacturer's instructions.

Erosion and sedimentation control measures shall be installed and accepted by the Engineer prior to any excavation, grubbing or other operation that disturbs existing ground.

EROSION AND SEDIMENTATION CONTROLS

MEASUREMENT

“Silt Fence” and “Hay Bales” will be measured for payment by the actual number of linear feet of “Silt Fence” or “Hay Bales” installed and accepted. Measurement shall be made along the center-line of the system. Replacement systems will not be measured for payment.

“Silt Sacks” will be measured for payment by the actual number of silt sacks installed and accepted. Different types of silt sacks installed for catch basin tops (with and without curb inlets) and replacement systems will not be measured separately for payment.

“Construction Entrances” will be measured for payment by the actual number of construction entrances installed and accepted. Replacement systems will not be measured for payment.

“Turbidity Curtains” will not be measured separately for payment, but shall be considered as included in the unit price bid for “Handling Water” when provided elsewhere in these Specifications.

Any other erosion and sedimentation control systems required as a result of the Contractor’s operation will not be measured for payment.

PAYMENT

“Silt Fence” and “Hay Bales” will be paid for at the contract unit price per linear foot for “Silt Fence” or “Hay Bales”, complete in place, which price shall include all materials, equipment, tools and labor incidental to the installation, maintenance, replacement, removal and disposal of the system and surplus material. No payment shall be made for the cleanout of accumulated sediment.

“Silt Sack” will be paid for at the contract unit price each for “Silt Sack” complete in place, which price shall include all materials, equipment, tools and labor incidental to the installation, maintenance, replacement, removal and disposal of the system. No separate payment shall be made for the cleanout and disposal of accumulated sediment or for different types of silt sacks installed for catch basin tops (with and without curb inlets) and replacement systems.

“Construction Entrance” will be paid for at the contract unit price each for “Construction Entrance” complete in place, which price shall include all materials, equipment, tools and labor incidental to the installation, maintenance, replacement, removal and disposal of the system. No payment shall be made for the cleanout of accumulated sediment.

“Turbidity Curtains” will not be measured separately for payment, but shall be considered as included in the unit price bid for “Handling Water” when provided elsewhere in these Specifications.

Pay Item

Silt Sack

Pay Unit

Each

PAVEMENT MARKINGS

DESCRIPTION

“Epoxy Resin Pavement Markings” shall consist of furnishing and installing reflectorized white and yellow epoxy resin pavement markings of the width and color specified at the locations indicated on the plan. Epoxy resin pavement markings include center lines, lane lines and shoulder lines.

“Epoxy Resin Pavement Markings, Symbols and Legends” shall consist of furnishing and installing reflectorized markings, symbols or legends of the dimensions and color specified at the locations indicated on the plan. Epoxy resin pavement markings, symbols and legends include crosswalks, stop bars and lane arrows.

“Painted Pavement Markings” shall consist of furnishing and installing white and yellow painted pavement markings of the width and color specified at the locations indicated on the plan. Painted pavement markings include center lines, lane lines and shoulder lines.

“Remove Pavement Markings” shall consist of the eradication of existing pavement markings at the locations indicated on the plan.

MATERIALS

Materials for epoxy resin pavement markings shall conform to the requirements of Section M.07.22 of Form 818.

Materials for painted pavement markings shall conform to the requirements of Section M.07.20 of Form 818.

Glass beads shall conform to the requirements of Section M.07.30 of Form 818.

CONSTRUCTION DETAILS

Pavement markings shall be removed from the pavement by any method that does not materially damage the surface or texture of the pavement. Any damage to the pavement surface caused by pavement marking removal shall be repaired by the Contractor at his expense by methods acceptable to the Engineer.

Equipment used to apply pavement markings shall include an applicator truck of adequate size and power to apply an epoxy resin material in a continuous pattern and portable glass bead applicators, one for each size bead, designed to provide uniform and complete coverage of the epoxy binder by a controlled free fall method. Pressurized glass bead application shall not be used.

For markings applied over existing pavement, the existing pavement shall be thoroughly power washed and dried prior to application of new markings.

Glass beads shall be immediately applied after application of the epoxy resin to provide an immediate no-track system.

PAVEMENT MARKINGS

The Contractor shall be responsible for all horizontal control and layout of the work.

The material shall be in “no-track” condition within fifteen minutes. Adequate protection shall be given to newly painted markings to assure the “no-track” condition.

When stencils are used, care must be used when removing the stencils so that the epoxy resin does not drip on the road and that the applied markings have edges which are clean, straight and neat.

Epoxy resin pavement markings shall be warranted not to fade, lift, shrink, tear, rollback, distort, or chip for one year under normal vehicular traffic and maintenance activities.

For crosswalks, only glass beads conforming to the requirements of Grading “A” (smaller beads) shall be applied at a rate of 25 lbs/gallon of epoxy material.

MEASUREMENT

“Epoxy Resin Pavement Markings” shall be measured for payment by the actual number of linear feet of epoxy resin pavement markings installed and accepted. Double yellow centerlines will be measured as two separate lines.

“Epoxy Resin Pavement Markings, Symbols and Legends” shall be measured for payment by the actual number of square feet of epoxy resin pavement markings, symbols and legends installed and accepted.

“Painted Pavement Markings” shall be measured for payment by the actual number of linear feet of painted pavement markings installed and accepted. Double yellow centerlines will be measured as two separate lines.

“Remove Pavement Markings” shall be measured for payment by the actual number of square feet of pavement markings removed in accordance with these Specifications.

PAYMENT

This work shall be paid for at the contract unit price bid for “Epoxy Resin Pavement Markings”, “Epoxy Resin Pavement Markings, Symbols and Legends”, “Painted Pavement Markings”, or “Remove Pavement Markings”. This price shall be for all the work required by this section and all materials, equipment, tools and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
4” White Painted Pavement Markings	Linear Foot

RELOCATE SIGN

DESCRIPTION

“Relocate Sign” includes the removal and resetting of an existing wood post sign at the locations shown on the Plans or as directed by the Engineer.

MATERIALS

Stone dust shall conform to the requirements of “Stone Dust Path” elsewhere in these Specifications.

CONSTRUCTION DETAILS

Excavation shall be to the depth shown on the Plans or directed by the Engineer. Prior to the setting of the post, all loose soil or stones shall be removed from the bottom of the excavation, and the subgrade tampered to compaction. Stone dust shall be used as a backfill material and compacted in 6” layers.

Sign post shall be securely set true and plumb.

Holes from where sign was moved from shall be backfilled with stone dust to grade.

MEASUREMENT

“Relocate Sign” will be measured for payment by the actual number of signs relocated and accepted.

PAYMENT

This work will be paid at the contract unit price each for “Relocate Sign” , which price shall include all materials, equipment, tools, labor and incidentals necessary to complete the Work.

<u>Pay Item</u>	<u>Pay Unit</u>
Relocate Sign	Each

PROJECT FUNDING SIGN

The contractor shall erect one sign at the project site identifying the project and indicating that the Community Development Block Grant program of the U.S. Department of Housing and Urban Development is providing funding for the construction of the project. The project sign shall be erected **prior to the start of any construction work**, and shall be in accordance with the specifications noted below and the enclosed project sign detail. The sign shall be furnished, erected, and maintained by the Contractor at a location designated by the Engineer. No additional information shall be placed on the project sign beyond that shown in the project sign detail.

The sign face is fabricated from .080" aluminum sheeting with matte baked enamel finish. The message will be silk-screened in white ink. When mounted on a separate structure, the sign face is bolted to 4"x 4" extruded aluminum signposts finished in matte black baked enamel either driven directly into the ground or supported by concrete footings. When mounted directly to the construction fence, the sign is mechanically fastened to the substrate.

The sign size shall be 5' wide by 4' high (60" x 48"). Lettering is white on blue background (PMS 301).

The furnishing, installation and removal of the project funding sign will be measured for payment by the actual number of signs installed and accepted.

Pay Item

Project Funding Sign

Pay Unit

Each



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HELPING DEVELOP THE TOWN OF MANCHESTER

CHENEY TRAIL IMPROVEMENTS AT 91 ELM STREET

**FEDERAL FUNDS FOR CONSTRUCTION PROVIDED BY HUD THROUGH
MANCHESTER'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

APPENDIX “A”

**TOWN OF MANCHESTER
HOLIDAY SCHEDULE**

**TOWN OF MANCHESTER, CONNECTICUT
HUMAN RESOURCES DEPARTMENT**

**HOLIDAYS OBSERVED BY THE
TOWN OF MANCHESTER
2021**

Town Offices will be closed in observance of the following holidays in calendar year 2021:

NEW YEAR'S DAY	FRIDAY, JANUARY 1, 2021
MARTIN LUTHER KING DAY	MONDAY, JANUARY 18, 2021
*LINCOLN'S BIRTHDAY	
WASHINGTON'S BIRTHDAY	MONDAY, FEBRUARY 15, 2021
GOOD FRIDAY	FRIDAY, APRIL 2, 2021
MEMORIAL DAY	MONDAY, MAY 31, 2021
JUNETEENTH	FRIDAY, JUNE 18, 2021
INDEPENDENCE DAY	MONDAY, JULY 5, 2021
LABOR DAY	MONDAY, SEPTEMBER 6, 2021
COLUMBUS DAY	MONDAY, OCTOBER 11, 2021
VETERAN'S DAY	THURSDAY, NOVEMBER 11, 2021
THANKSGIVING DAY	THURSDAY, NOVEMBER 25, 2021
DAY AFTER THANKSGIVING	FRIDAY, NOVEMBER 26, 2021
*FLOATING HOLIDAY	THURSDAY, DECEMBER 23, 2021
CHRISTMAS HOLIDAY OBSERVED	FRIDAY, DECEMBER 24, 2021

***The Town, at its discretion, retains the right to substitute a floating holiday on a date of its choosing in lieu of the traditional date for celebrating Lincoln's Birthday, provided there is notification of the substitute holiday not later than December 31st for the following year.**

APPENDIX “B”

CONSTRUCTION WORKDAY CALENDAR
AND
WEEKLY STATEMENT OF WORKING DAYS FORM

2020

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
2	3	4	5	6	7	1
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2021

January						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

TOWN OF MANCHESTER ENGINEERING DIVISION

WEEKLY STATEMENT OF WORKING DAYS

CONTRACTOR:

WEEK ENDING:

ABC CONSTRUCTION Co.

5/31/2013

PROJECT:

PROJECT NO.:

RECONSTRUCTION OF ANY STREET

2013100

Date	Day	Weather, Weather Conditions or Other Conditions	Working Day	Non-Working Day	Working Day No Work Done
5/27/2013	Monday	HOLIDAY			
5/28/2013	Tuesday	Sunny	X		
5/29/2013	Wednesday	Sunny	X		
5/30/2013	Thursday	Rain		X	
5/31/2013	Friday	Sunny	X		
Days This Week:			3	1	0
Days Previously Reported:			26	5	8
Total Days to Date:			29	6	8

Time Extension Days Granted This Week:

0

Reason:

Computation of Extended Date for Completion

1. First Working Day
2. Working Days Specified in Contract
3. Computed Date for Completion (Line 1 + Line 2)
4. Total Time Extensions Approved to Date
5. Total Non-Working Days to Date
6. Subtotal (Line 4 + Line 5)
7. Extended Date for Completion
8. Revised Working Days for Contract (Line 2 + Line 6)
9. Total Working Days to Date
10. Working Days Remaining (Line 8 - Line 9)

Number of Days	Numbered Day	Date
	10	4/1/2013
60		
	70	6/25/2013
4		
6		
10		
	80	7/10/2013
70		
29		
41		

CONTROLLING OPERATIONS:

Installation of drainage pipe and associated structures from Sta 0+00 to 2+00.

REMARKS:

The Contractor will be allowed fifteen (15) days in which to protest in writing the correctness of the statement; otherwise the statement shall be deemed to have been accepted by the contractor as correct.

CONTRACTOR'S SIGNATURE:

DATE:

TOWN OF MANCHESTER ENGINEERING DIVISION

WEEKLY STATEMENT OF WORKING DAYS

CONTRACTOR:

WEEK ENDING:

--	--

PROJECT:

PROJECT NO.:

--	--

Date	Day	Weather, Weather Conditions or Other Conditions	Working Day	Non-Working Day	Working Day No Work Done
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
			Days This Week:		
			Days Previously Reported:		
			Total Days to Date:		

Time Extension Days Granted This Week:	
Reason:	

Computation of Extended Date for Completion		Number of Days	Numbered Day	Date
1. First Working Day				
2. Working Days Specified in Contract				
3. Computed Date for Completion (Line 1 + Line 2)				
4. Total Time Extensions Approved to Date				
5. Total Non-Working Days to Date				
6. Subtotal (Line 4 + Line 5)				
7. Extended Date for Completion				
8. Revised Working Days for Contract (Line 2 + Line 6)				
9. Total Working Days to Date				
10. Working Days Remaining (Line 8 - Line 9)				

CONTROLLING OPERATIONS:

--

REMARKS:

--

The Contractor will be allowed fifteen (15) days in which to protest in writing the correctness of the statement; otherwise the statement shall be deemed to have been accepted by the contractor as correct.

CONTRACTOR'S SIGNATURE:

DATE:

--	--

APPENDIX “C”

**TOWN OF MANCHESTER
TRAFFIC CONTROL ORDINANCE**

Chapter 279. STREETS AND SIDEWALKS
Article II. Traffic Control at Construction Activity
§279-15 Use of municipal flagpersons.

- A. If the Chief of Police or his designee, in his sole discretion, determines that the public safety requires the use of a flagperson, and the repair work takes place during normal business hours of 7:00 a.m. to 6:00 p.m., Monday through Saturday; and affects one or more of the following Town principal or minor arterial roads, and the repair work is not de minimis in nature, the Chief of Police shall require that the person engaged in the repair work first utilize officers of the Manchester Police Department as flagpersons.
- (1) Principal arterials:
- (a) Route 83 (Main Street) — Charter Oak Street to Center Street.
 - (b) Buckland Street — Tolland Turnpike to South Windsor Town line.
- (2) Minor arterials:
- (a) Broad Street.
 - (b) West and East Middle Turnpike — New State Road to Woodbridge Street.
 - (c) North Main Street — Main Street to Tolland Turnpike.
 - (d) New State Road — West Middle Turnpike to Adam Street.
 - (e) Tolland Turnpike — North Main Street to East Hartford Town line.
 - (f) Adams Street — Center Street to Tolland Turnpike.
 - (g) Keeney Street — Hartford Road to Glastonbury Town line.
 - (h) McKee Street.
 - (i) Woodbridge Street — East Middle Turnpike to Route 83 (Main Street).
 - (j) Buckland Hills Drive.
 - (k) Slater Street.
 - (l) Hale Road.
 - (m) Parker Street — Tolland Turnpike to Colonial Road.
 - (n) Pine Street.
 - (o) Summit Street.
 - (p) Pavilions Drive.
- B. The expense of such police protection shall be paid by the entity engaged in such repair work at rates determined by the Town.
- C. Notwithstanding any other provision of this article, any repair work performed by the municipality or any of its offices or agents, or initiated by the municipality or any of its offices or agents and performed by a private contractor, regardless of location, may at the Chief of Police or his designee's discretion utilize properly equipped and trained municipal employees or agents of the municipality as flagpersons. In addition, the Chief of Police or his designee may in his sole discretion recommend to contractors working on state or federal roads that they utilize officers of the Manchester Police Department if a flagperson is needed for public safety.

APPENDIX “D”

**STATE OF CONNECTICUT
PREVAILING WAGE RATES**

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

ID#: 21-24217

**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: Manchester

Project Town: Manchester

State#: Manchester

FAP#: Manchester

Project: Cheney Trail Improvements (Manchester)

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	36.45	34.44
2) Carpenters, Piledrivermen	35.57	25.65
2a) Diver Tenders	35.57	25.65
3) Divers	44.03	25.65
03a) Millwrights	35.64	26.49
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	53.9	22.90
4a) Painters: Brush and Roller	36.42	22.90
4b) Painters: Spray Only	39.42	22.90
4c) Painters: Steel Only	38.42	22.90
4d) Painters: Blast and Spray	39.42	22.90
4e) Painters: Tanks, Tower and Swing	38.42	22.90

Project: Cheney Trail Improvements (Manchester)

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)	40.75	30.47+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + 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)	45.83	33.50
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	31.5	23.25
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.75	23.25
10) Group 3: Pipelayers	32.0	23.25
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	32.0	23.25
12) Group 5: Toxic waste removal (non-mechanical systems)	33.5	23.25
13) Group 6: Blasters	33.25	23.25
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	32.5	23.25
Group 8: Traffic control signalmen	18.0	23.25
Group 9: Hydraulic Drills	32.25	23.25
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	33.73	23.25 + a
13b) Brakemen, Trackmen	32.76	23.25 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		

14) Concrete Workers, Form Movers, and Strippers	32.76	23.25 + a
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15) Form Erectors	33.09	23.25 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN
FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.76	23.25 + a
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17) Laborers Topside, Cage Tenders, Bellman	32.65	23.25 + a
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18) Miners	33.73	23.25 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----

18a) Blaster	40.22	23.25 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	40.02	23.25 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	38.04	23.25 + a
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21) Mucking Machine Operator	40.81	23.25 + a
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----TRUCK DRIVERS----(*see note below)

Two axle trucks	30.16	27.16 + a
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Three axle trucks; two axle ready mix	30.27	27.16 + a
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Three axle ready mix	30.33	27.16 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	30.39	27.16 + a
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Four axle ready-mix	30.44	27.16 + a
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Heavy duty trailer (40 tons and over)	30.66	27.16 + a
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Project: Cheney Trail Improvements (Manchester)

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	30.44	27.16 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	43.88	25.80 + a
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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)	43.53	25.80 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	42.72	25.80 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	42.3	25.80 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	41.65	25.80 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	41.65	25.80 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	41.31	25.80 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	40.94	25.80 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	40.51	25.80 + a
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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).	40.04	25.80 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	37.81	25.80 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	37.81	25.80 + a
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Group 12: Wellpoint Operator.	37.74	25.80 + a
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Project: Cheney Trail Improvements (Manchester)

Group 13: Compressor Battery Operator.	37.11	25.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	35.87	25.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	35.43	25.80 + a
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Group 16: Maintenance Engineer/Oiler	34.72	25.80 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	39.42	25.80 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	36.77	25.80 + a
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****NOTE: SEE BELOW**

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

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20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.5	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.1	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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As of: July 2, 2021

28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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Project: Cheney Trail Improvements (Manchester)

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 \$4.00 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

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. 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.

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

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.

As of: July 2, 2021

Project: Cheney Trail Improvements (Manchester)

~~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.

APPENDIX “E”

FEDERAL PREVAILING WAGE RATES

"General Decision Number: CT20210003 06/11/2021

Superseded General Decision Number: CT20200003

State: Connecticut

Construction Type: Highway

County: Hartford County in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/12/2021
2	04/23/2021
3	04/30/2021
4	05/07/2021
5	05/21/2021
6	06/04/2021
7	06/11/2021

BRCT0001-003 01/04/2021

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT		
MASONS, CEMENT FINISHERS,		
PLASTERERS, STONE MASONS.....\$ 36.45		34.44

CARP0326-002 05/03/2021

	Rates	Fringes
Carpenters: (Berlin, Bristol, Burlington,Canton, Marlborough, New Britain, Newington, Plainville, Southington)		
CARPENTERS; PILEDRIVERS.....\$ 35.57		25.65
DIVER TENDERS.....\$ 35.57		25.65
DIVERS.....\$ 44.03		25.65

CARP0326-013 05/03/2021

	Rates	Fringes
Carpenters: (Avon, Bloomfied, East Granby, East Hartford, East Windsor, Enfield, Farmington, Glastonbury, Granby, Hartford, hartland, Manchester, Rocky Hill, Simsbury, South Windsor, Suffield, West Hartford, Wethersfield, Windsor, Windsor Locks)		
CARPENTERS; PILEDRIVERS.....\$ 35.57		25.65
DIVER TENDERS.....\$ 35.57		25.65
DIVERS.....\$ 44.03		25.65

CARP1121-006 01/04/2021

	Rates	Fringes
MILLWRIGHT.....\$ 35.64		26.49

ELEC0035-002 06/01/2021

	Rates	Fringes
Electricians:		
Entire County, excluding		

Berlin, Bristol, Hartland,
 New Britain, Newington,
 Plainville and Southington...\$ 40.75 3%+30.47

 ELEC0090-001 06/01/2021

	Rates	Fringes
Electricians:		
Berlin, Bristol, New		
Britain, Newington,		
Plainville, Southington.....	\$ 39.60	3%+31.21

 ELEC0488-004 06/01/2021

	Rates	Fringes
Electricians:.....	\$ 40.40	3%+30.07

 ENGI0478-002 04/04/2021

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.88	25.80
GROUP 2.....	\$ 43.53	25.80
GROUP 3.....	\$ 42.72	25.80
GROUP 4.....	\$ 42.30	25.80
GROUP 5.....	\$ 41.65	25.80
GROUP 6.....	\$ 41.31	25.80
GROUP 7.....	\$ 40.94	25.80
GROUP 8.....	\$ 40.51	25.80
GROUP 9.....	\$ 40.04	25.80
GROUP 10.....	\$ 37.81	25.80
GROUP 11.....	\$ 37.81	25.80
GROUP 12.....	\$ 37.74	25.80
GROUP 13.....	\$ 39.42	25.80
GROUP 14.....	\$ 37.11	25.80
GROUP 15.....	\$ 36.77	25.80
GROUP 16.....	\$ 35.87	25.80
GROUP 17.....	\$ 35.43	25.80
GROUP 18.....	\$ 34.72	25.80

Hazardous waste premium \$3.00 per hour over classified rate.

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

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 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 rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

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.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Handling or Erecting Structural Steel or tone; Hoisting Engineer (2 drums or over); Front End Loader (7 cubic yards or over) Work Boat 26 ft. & over.

GROUP 2: Cranes (100 ton rated capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson

GROUP 3: Excavator; 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.)

GROUP 4: Trenching machines; Lighter Derrick; Concrete Finishing Machine, cmi Machine or Similar; Koehring Loader Skooper).

GROUP 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming achine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24"" Mandrell); Side Boom; Combination Hoe and Loader; Directional Driller.

GROUP 6: Front End Loader (3 cu. yds. up to 7 cubic yards); Bulldozer (Rough grade dozer).

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).

GROUP 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welder; Work Boat Under 26 ft.; Transfer Machine.

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).

GROUP 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.

GROUP 11: Conveyor; Earth Roller; Power Pavement Breaker (Whiphammer); Robot Demolition Equipment.

GROUP 12: Wellpoint Operator.

GROUP 13: Portable Asphalt Plant Operator; Portable Concrete Plant Operator; Portable Crusher Plant Operator.

GROUP 14: Compressor Battery Operator.

GROUP 15: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL License)

GROUP 16: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).

GROUP 17: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater operator.

GROUP 18: Maintenance Engineer.

* IRON0015-002 06/07/2021

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 38.17	38.02

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LAB0056-003 04/04/2021

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 31.50	23.25
GROUP 2.....	\$ 31.75	23.25
GROUP 3.....	\$ 32.00	23.25
GROUP 4.....	\$ 32.50	23.25
GROUP 5.....	\$ 33.25	23.25
GROUP 6.....	\$ 33.50	23.25
GROUP 7.....	\$ 18.00	23.25

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

LAB00056-004 04/04/2021

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 32.76	23.25
Form Erectors.....	\$ 33.09	23.25
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft		

Laborers.....	\$ 32.76	23.25
Laborers Topside, Cage		
Tenders, Bellman.....	\$ 32.65	23.25
Miners.....	\$ 33.73	23.25
SHIELD DRIVE AND LINER		
PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 32.76	23.25
Miners, Motormen, Mucking		
Machine Operators,		
Nozzlemen, Grout Men,		
Shaft and Tunnel, Steel		
and Rodmen, Shield and		
Erector, Arm Operator,		
Cable Tenders.....	\$ 33.73	23.25
TUNNELS, CAISSON AND		
CYLINDER WORK IN		
COMPRESSED AIR:		
Blaster.....	\$ 40.22	23.25
Brakemen, Trackmen,		
Groutman, Laborers,		
Outside Lock Tender,		
Gauge Tenders.....	\$ 40.02	23.25
Change House Attendants,		
Powder Watchmen, Top on		
Iron Bolt.....	\$ 38.04	23.25
Mucking Machine Operator...	\$ 40.81	23.25

a. PAID HOLIDAYS: On tunnel work only: 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.

PAIN0011-003 06/01/2020

	Rates	Fringes
Painters: (BRIDGE		
CONSTRUCTION)		
Brush, Roller, Blasting		
(Sand, Water, etc.) Spray...	\$ 52.25	22.55

PAIN0011-004 06/01/2020

	Rates	Fringes
Painters:		

Blast and Spray.....	\$ 38.62	22.55
Brush and Roll.....	\$ 35.62	22.55
Tanks, Towers, Swing.....	\$ 37.62	22.55

TEAM0064-005 04/04/2021

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 30.27	27.16
2 Axle.....	\$ 30.16	27.16
3 Axle Ready Mix.....	\$ 30.33	27.16
3 Axle.....	\$ 30.27	27.16
4 Axle Ready Mix.....	\$ 30.44	27.16
4 Axle.....	\$ 30.39	27.16
Heavy Duty Trailer 40 tons and over.....	\$ 30.66	27.16
Heavy Duty Trailer up to 40 tons.....	\$ 30.39	27.16
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 30.44	27.16

Hazardous waste removal work receives additional \$1.25 per hour.

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.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

APPENDIX “F”

FEDERAL AND STATE CONTRACT REQUIREMENTS

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL CONTRACT REQUIREMENTS

This project is being funded in whole or in part by the Town of Manchester using Federal funds from the U. S. Department of Housing and Urban Development under the Community Development Block Grant Program. The following federal contract requirements must be complied with by the contractor and all sub-contractors in connection with the performance of work under this contract.

This notice is intended to summarize the HUD specific requirements for this project. Detailed federal contracting requirements are located online at the HUD website (www.hud.gov). This summary does not relieve the Contractor from compliance with any federal contracting requirements.

1. Davis Bacon Act

This Contractor shall comply with the federal Davis-Bacon Act regarding the payment of federal prevailing wage rates and certified payroll. See Appendix "A" for Federal Prevailing Wage Rates to be utilized for this project. The bid opening date "locks-in" the wage rate for the project provided the contract is awarded within 90 days. If the contract is awarded more than 90 days after the bid opening, the contract award date "locks-in" the wage decision. More information may be found at: www.sam.gov and <https://www.dol.gov/whd/govcontracts/dbra.htm>

A copy of the "Employee Rights under the Davis-Bacon Act" poster included in this Contract must be posted in a location that is visible and accessible to employees on the job site. A copy of the applicable wage decision for this project should also be posted in the same location.

2. Certified Payroll Forms

The contractor and each subcontractor must submit a completed federal payroll form for each week of work on the project. Please note the following:

1. Weekly certified federal payroll forms (Form WH-347) for the contractor and each subcontractor must be submitted to the Manchester Planning Department at the same time that requests for payment are submitted. Payment requests submitted without certified payrolls will not be accepted for processing.
2. A computer-generated version of the federal payroll form is acceptable provided that all information required by the federal government is included.
3. Each form, whether computer-generated or not, must be signed by the company owner.
4. Submit only the originals of all signed payroll forms. Copies will not be accepted.
5. Certified payrolls must be submitted only when time is actually spent on the project. If the contractor or subcontractor is not working on the project during a particular week, certified payrolls are not required.
6. Only the time actually spent on the project must be entered on the payroll forms. It is not necessary to enter the employee's entire workweek if s/he also worked on another project unless it is easier to include the entire workweek. Please be sure to differentiate between times spent on the project as opposed to hours worked elsewhere.
7. The classification for each employee must be specific in order to determine that the appropriate wage is being paid. For example, avoid entering "equipment operator". The exact equipment operated must be entered instead. Another common error is the misuse of the laborer classification. Everyone who digs, rakes or moves material is not

automatically a laborer. For example, an employee who rakes asphalt is an asphalt raker and is to be paid at a different rate from that of a laborer. Please be sure to consult the appropriate general wage decision for the proper classification.

8. Different rates must be paid to employees who work in more than one classification. For example, if an employee works four hours as a laborer and four hours as a backhoe operator, s/he must be paid accordingly as reflected on the certified payroll.
9. A certificate from the Connecticut Department of Labor or union must be provided for each apprentice on the job showing the rate to be paid. It is not acceptable to simply write "apprentice" next to and employee's name and pay that employee less than the journeyman's prevailing rate.
10. It is permissible to take a credit against the hourly rate for benefits if the contractor or subcontractor provides benefits to the employee. However, an explanation must be provided to show how the credit is derived. For each employee, provide the exact benefit for which the credit is being taken and the hourly value of that benefit. This needs to be done only once by the contractor and each subcontractor. Please ensure that the hourly rate, cash paid in lieu of benefits and credit taken for benefits equals the rate in the relevant wage decision.
11. The Davis Bacon Act and related acts stipulate that prevailing wages must be paid on covered projects regardless of the contractual relationship alleged to exist between a contractor or subcontractor and laborers and mechanics. There is no exception to the protection for self-employed laborers or mechanics, including owners of businesses, sole proprietors, partners, or others. The prevailing wage requirement can be met in either of two ways:
 - (i) The value of the contract between the mechanic or laborer and the subcontractor or general contractor must be equivalent to the prevailing wage when divided by the number of hours worked on the project; OR
 - (ii) The prevailing wage and benefit rate can be paid directly as it is with other employees.

Those who are self-employed, sole proprietorships, partners, etc., cannot certify that they have paid themselves the prevailing wage for their craft. The only exception is an owner who works on the project with his/her own crew. All others must be carried on the certified payroll of the contractor or subcontractor for whom they are working and with whom they have executed a contract for services.

3. Federal Labor Standards

The Bidder is advised of the requirement under this Contract for compliance with the Federal Labor Standards Provisions including the "Anti-Kickback Act" and Labor Standards for Ratios of Apprentices and Trainees to Journeymen.

4. Debarment List

No Contractor currently on the Federal Government's "List of Current Exclusions" (debarment list) or on HUD's "Limited Denial of Participation" list may be awarded any part of this contract. For more information, visit https://www.hud.gov/program_offices/enforcement/susdebar

5. Conflict of Interest

The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of

interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Contractors which are receiving funds under the CDBG Entitlement program.

6. Inspection and Retainage of Records

The Contractor shall allow for access by the Owner, the U. S. Department of Housing and Urban Development, the Comptroller General or any of their duly authorized representatives to any books, documents, papers, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with subcontractors which are duly pertinent to the Contract for the purpose of making audits, examinations, excerpts and transcripts. The Contractor shall preserve all such records for a period of three (3) years after the final payment hereunder.

7. Equal Employment Opportunity

Contractors must comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulation (41 CFR Part 60).

8. Project Sign

The contractor will provide and install a sign at the site to indicate that the project is supported with funds provided by the U.S. Department of Housing and Urban Development through the Town of Manchester's Community Development Block Grant Program. The sign shall meet the requirements set forth in the contract documents.

9. Lobbying

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) The Contractor will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contracts shall certify and disclose accordingly.
- d) This certification is a material representation of Fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. Section 3 Compliance

Compliance with Section 3 is required for all contracts and subcontracts in excess of \$200,000. Contractors and subcontractors that receive HUD assistance below the \$200,000 threshold are still encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and moderate-income persons, and business concerns owned by low- and moderate-income persons, or which employ low- and moderate-income persons. For more information on HUD Section 3 requirements, visit <https://www.hud.gov/section3>

11. Clean Air & Clean Water

Contractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

12. Compliance with Federal Regulations

The contractor and subcontractors agree to comply fully with the following legal provisions.

Title VI of the Civil Rights Act of 1964, as amended, and implementing regulations at 29 CFR part 31, which prohibits discrimination and requires provision of equal opportunity on the basis of race, color, or national origin (including language access for limited English proficient persons).

Section 504 of the Rehabilitation Act of 1973, as amended (including amendments made by the *Americans with Disabilities Act of 2008 [ADAAA]*), and DOL's implementing regulations at 29 CFR part 32, which prohibits discrimination and require provision of equal opportunity on the basis of disability.

Title IX of the Education Amendments of 1972, as amended, and implementing regulations at 29 CFR part 36, which prohibit discrimination and require provision of equal opportunity on the basis of sex in education and training programs.

Age Discrimination Act of 1975, as amended, and implementing regulations at 29 CFR part 35, which prohibit discrimination and require provisions of equal opportunity on the basis of age, but permit certain distinctions based on or related to age.

Other civil rights laws are applicable and include, but are not limited to:

- Title VIII of the Civil Rights Act of 1968, as amended
- Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended
- Title II of the Genetic Information Nondiscrimination Act of 2008
- The Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies)

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Heather Guerette
Community Development Program Manager
Town of Manchester
Planning Department
494 Main Street, P.O. Box 191
Manchester, CT 06045-0191
Telephone: (860) 647-3016
E-mail: hguerette@manchesterct.gov

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

SUBCONTRACTOR DISCLOSURE FORM

Project Address: _____

General Contractor: _____

Address: _____

Owner Name: _____

Phone #: _____ Fax #: _____

Trade: _____ License # _____

Federal Tax ID #: _____

Check one: ☐ White ☐ Black ☐ American Indian/ Alaskan Native
☐ Hispanic ☐ Asian/Pacific Islander ☐ Women-owned

Will you be using subcontractors on this project? Yes ☐ No ☐

If yes, please provide subcontractor information below:

Name of Subcontractor: _____

Address: _____

Owner Name: _____

Phone #: _____ Fax #: _____

Trade: _____ License # _____

Federal Tax ID #: _____

Check one: ☐ White ☐ Black ☐ American Indian/ Alaskan Native
☐ Hispanic ☐ Asian/Pacific Islander ☐ Women-owned

General Contractor's Signature

Date

SECTION 3 FORMS AND INFORMATION

WHO IS AFFECTED?

- 1) Entitlement communities (ex: Town of Manchester) investing \$200,000 or more into housing rehab or public construction
- 2) All contractors and subcontractors receiving \$100,000 or more for housing rehab or public construction projects

QUESTIONS TO ASK WHEN ABOVE CRITERIA ARE MET:

- 1) Were any new hires necessary to complete the project?
 - a. If yes, did you direct employment opportunities to Section 3 residents? Note: “residents” include people from the surrounding counties, not just from the Town
- 2) Were training opportunities provided in relation to this project?
 - a. If yes, did you direct opportunities to Section 3 residents?
Note: “residents” include people from the surrounding counties, not just from the Town
- 3) Was any portion of the project subcontracted?
 - a. If yes, did you direct opportunities to Section 3 businesses? (Section 3 goal: 10%)

*** Contractor(s) must notify the Town of their efforts to comply with Section 3 and submit relevant documentation.**

WHAT IS A SECTION 3 RESIDENT OR BUSINESS?

- 1) **Section 3 Residents are:**
 - a. Residents of Public Housing; or
 - b. Individuals that reside in Hartford County or parts of Middlesex or Tolland County (contact Community Development Program Manager for more details) and whose **household** income does not exceed HUD’s income limits for low/very low-income households.
- 2) **Section 3 Businesses are:**
 - a. Businesses that are 51% or more owned by Section 3 residents;
 - b. Businesses whose permanent, full-time employees constitute at least 30% who are currently Section 3 residents, or within 3 years of the date of first employment with the firm were Section 3 residents; or
 - c. Businesses that provide evidence of a commitment to subcontract in excess of 10% of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

PROOF OF SECTION 3 RESIDENT ELIGIBILITY

- Section 3 residents can self-certify their eligibility. In doing so, certification must include a statement of penalty for falsifying information. See attached “Certification for Resident Seeking Section 3 Preference in Training and Employment.”

PROOF OF SECTION 3 BUSINESS ELIGIBILITY

- Section 3 businesses can self-certify as long as the certification includes statement of penalty for falsifying information. See attached "Section 3 Business Certification"

NUMERICAL GOALS FOR SECTION 3 COMPLIANCE

- ~ 30% of new hires are Section 3 residents
- ~ 10% of total dollar amount of all construction sub-contracts awarded to Section 3 businesses
- ~ 3% of non-construction sub-contracts awarded to Section 3 businesses

MUST THE GOALS BE MET?

Yes, they are minimum targets that must be reached to be in compliance. Parties must make efforts to the greatest extent feasible to achieve the goals.

If new employees are hired/portions of the project are subcontracted and the Section 3 goals are not met, parties must demonstrate efforts taken in attempt to achieve them. Examples of efforts that would qualify as proof of "efforts to the greatest extent feasible" are included in this contract under "Suggested Actions".

However, these requirements are only triggered if a party meets the criteria in the "Who is Affected?" section AND there is new hiring, training and/or subcontracting associated with the funded project.

RECIPIENT RESPONSIBILITIES RELATED TO SECTION 3

All affected parties (contractors, subcontracts receiving \$100,000 or more in relation to the covered project, etc) must comply with Section 3 requirements related to **new** training, employment and/or contracting opportunities related to the covered project. These requirements include:

- 1) Creating and using procedures to inform Section 3 residents and businesses about training, employment and contracting opportunities related to Section 3 covered funding;
- 2) Informing potential contractors working on Section 3 projects of their responsibilities;
- 3) Including the Section 3 clause (attached) into all covered solicitations and contracts;
- 4) Facilitating employment and training for Section 3 residents and awarding contracts to Section 3 businesses;
- 5) Assist with ensuring contractor and subcontractor compliance;
- 6) Abstain from entering into contracts with contractors in violation of Section 3 regulations; and
- 7) Document all actions taken to comply with Section 3 regulations

Community Development Program Manager Contact Information:

Heather Guerette Phone: (860) 647-3106 Fax: (860) 647-3144

Suggested Actions

The following are Examples of Efforts that may be taken to Offer Training & Employment Opportunities to Section 3 Residents

1. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public residents and other Section 3 residents in the building trades.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualification required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing developments where the Section 3 residents reside and in the common areas.
3. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the public housing developments and community organizations in low income neighborhoods of the City to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
4. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job) informational meeting to be conducted by a housing authority or contractor representatives at a location in the public housing developments or in the lower income neighborhoods of the City.
5. Arranging for a location in the public housing development or developments or the lower income neighborhoods where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
6. Conducting job interview at the public housing development or developments or at a location within the lower-income neighborhoods of the City.
7. Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild programs participants for the contractor's training and employment positions.
8. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents.
9. Advertising the jobs to be filled through the local media, such as community television networks, newspapers or general circulation, and radio advertising.
10. Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.

11. Undertaking job counseling, education and related programs in association with local educational institutions.
12. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
13. After selection of bidders, but prior to execution of contracts, incorporating into the contract negotiated provisions for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered project.
14. Coordinating plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

**TOWN OF MANCHESTER
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

FY 2021 INCOME LIMITS (Effective June 2021)

The total annual income (adjusted or estimated) of an eligible family or household must not exceed the corresponding limits in the Low/Moderate income block shown below.

<u>Family or Household Size</u>	<u>Low/Moderate Income Limits</u> <u>(80% of Area Median¹)</u>
1 person	\$55,950
2 persons	\$63,950
3 persons	\$71,950
4 persons	\$79,900
5 persons	\$86,300
6 persons	\$92,700
7 persons	\$99,100
8 persons	\$105,500

Household: A household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. A **Family** means all persons living in the same household who are related by birth, marriage or adoption.

Adjusted Gross Income: As defined for purposes of reporting under the Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided. Estimated annual income shall include income from all family or household members (including Social Security, SSDI, unemployment, child support, etc.) as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

¹ FY 2021 Area Median Income = \$104,300 for the Hartford, West Hartford and East Hartford, CT Metropolitan Statistical Area (MSA), as determined by the U.S. Department of Housing and Urban Development.

Section 3 Clause - 24 CFR 135.38

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CONTRACTOR'S SECTION 3 PLAN CERTIFICATION

Project_____

Contractor's Name_____

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assistance projects covered by Section 3, are, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very-low income persons.

As representative of the Contractor, I hereby agree:

- to list on Table A all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
- to comply to the greatest extent feasible with the objectives and percentage goals established in the Section 3 Plan for Housing and Community Development Assistance of the Town of Manchester.
- that to the greatest extent feasible vacant positions in relation to this project will be filled with Section 3 residents.
- to conduct recruitment activities in a manner consistent with the Section 3 requirements as shown on Table B.
- to include in all contracts with subcontractors in excess of \$100,000 the Section 3 Clause and to require the subcontractor to comply with similar certification requirements.
- to maintain proper records to demonstrate compliance with the Section 3 plan.
- to award to the greatest extent possible, all subcontracts in excess of \$100,000 to eligible Section 3 firms.

Contractor Signature

Date

Title

Section 3 Training/Employment Goals *

Contractor's Name: _____

Name: _____

	Total Employees Required	Section 3 Goal	Number of New Hires/ Trainees	Number of Section 3 New Hires/Trainees
Other				
Skilled				
Semi-Skilled				
Skilled Trainees				
Unskilled Trainees				
Semi-Skilled Trainees				
Professional & Admin.				
Clerical				
Apprentices				

** Refer to attached income guidelines chart to determine Section 3 eligibility as a low/moderate income household. If no hiring or training is expected to be necessary for this project, write "N/A – No hiring or training needed for this project" across the chart and submit it.*

<p>If additional employees are needed, the Contractor will be required to report efforts to hire Section 3 Residents, the actual number of residents hired and the hours the residents worked.</p>
--

Section 3 Contracting Goals *

Signature: _____ Date: _____

Contractor's Name: _____

Project Name: _____

Type of Work	Name of Subcontractor	Dollar Value of Subcontract	Section 3 Business (Y/N)

** If no subcontracting is expected to be necessary for this project, write "N/A – No subcontracting needed for this project" across the chart and submit it.*

Recruitment Efforts

At a minimum the following tasks must be completed to demonstrate a good faith effort with the requirements of Section 3. The contracting party and each contractor or subcontractor seeking to establish a good faith effort as required should be filling all training and new hire positions with persons residing in the target area.

1. Send notices of job availability subcontracting opportunities subject to these requirements to recruitment sources, trade organizations and other community groups capable of referring eligible Section 3 applicants, including the Department of Labor.
2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents to apply.
3. When using a newspaper of major circulation to request bids, quotes or to advertise employment opportunities to also advertise in minority owned newspapers.
4. Maintain a list of all residents from the target area(s) who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee exists. (If the contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.
5. The contractor must certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

Please circle the number(s) above of efforts made by the contractor to recruit qualified Section 3 resident participation. Documentation of such efforts should be kept on file for the 3 year record retention period.

**TOWN OF MANCHESTER
GENERAL SERVICES DEPARTMENT
494 MAIN STREET, P.O. BOX 191
MANCHESTER, CT 06045-0191**

**THE “COMMON RULE” – UNIFORM ADMINISTRATIVE
REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS
TO STATE AND LOCAL GOVERNMENTS, ISSUED BY THE
OFFICE OF MANAGEMENT AND BUDGET, MARCH 1988**

This contract is funded or partially funded by a Federal Grant; and, therefore, the following provisions are incorporated into the contract. Where these provisions conflict with any other provisions or sections in the Contract Document the more stringent of the conflicting sections apply.

1. In the event Contractor violates or breaches contract terms and conditions, Contractor will be notified and will take corrective actions as required in order to insure compliance with the contract. If the Contractor continues to neglect, fail or refuse to perform as required by the contract, the Town may assess liquidated damages as deemed appropriate by the Town, suspend work, and/or terminate the contract.
2. This contract may be terminated for cause and/or convenience of the Town if the contractor is adjudged bankrupt or insolvent, or he makes a general assignment for the benefit of his creditors, or if a trustee or a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Town, or if he otherwise violates any provision of the Contract Documents, then the Town may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Town. Such costs incurred by the Town will be determined by the Town and incorporated in a Change Order.
3. The Contractor agrees to comply with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
5. The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 267a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

6. The Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. Contractor will be advised at the pre-construction meeting or at the time of award all necessary reporting requirements relative to Davis-Bacon, certified payrolls or any other requirement or regulation deemed necessary by the Town.
8. All patent rights for any discovery or invention which arises or is developed in the course of or under such Contract shall become the property of the awarding agency for the grant.
9. The awarding agency for the grant reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - (b) Any rights or copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
10. Contractor shall grant access by the Town, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts and transcriptions.
11. The Contractor agrees to retain all required records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.
12. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
13. Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
14. Contractor agrees to take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.