

**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. <u>20/21-31</u>	TO BE OPENED:
<u>LED STREETLIGHT RETROFITS – HIGH SCHOOL</u>	(DATE): <u>DECEMBER 16, 2020</u>
<u>AND ROBERTSON NEIGHBORHOODS</u>	(TIME): <u>2:00 P.M.</u>
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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TO: DIRECTOR OF GENERAL SERVICES TOWN OF MANCHESTER LINCOLN CENTER 494 MAIN STREET MANCHESTER, CT 06040	



## **\*\*\* IMPORTANT \*\*\***

### **BID PROCESS CHANGES DUE TO COVID-19**

Due to the current health crisis, the Department of General Services 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 General Services 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 will be included in bid packets.
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 – General Services 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/>

### **INSTRUCTIONS FOR ON-LINE BID MEETING**

THE VIRTUAL BID OPENING FOR BID NO. 20/21-31 LED STREETLIGHT RETROFITS – HIGH SCHOOL AND ROBERTSON NEIGHBORHOODS WILL BE HELD Wed, Dec 16, 2020 2:30 PM - 3:00 PM (EST)

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

<https://global.gotomeeting.com/join/225859557>

**You can also dial in using your phone.**

United States: [+1 \(872\) 240-3212](tel:+18722403212)

**Access Code:** 225-859-557

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**CONTRACT DOCUMENTS  
FOR**

**LED STREETLIGHT RETROFITS  
HIGH SCHOOL AND ROBERTSON  
NEIGHBORHOODS**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**BID NO. 20/21-31**



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



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**INVITATION TO BID  
FOR  
LED STREETLIGHT RETROFITS  
HIGH SCHOOL AND ROBERTSON NEIGHBORHOODS  
BID NO. 20/21-31**

Work under this contract includes the furnishing and installation of approximately 186 cobra head style LED streetlights on existing poles in the Town of Manchester. It also includes the removal of existing metal halide streetlights.

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 “**LED STREETLIGHT RETROFITS – HIGH SCHOOL AND ROBERTSON NEIGHBORHOODS**” until **2:00 P.M. on DECEMBER 16, 2020** 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 Specifications (i.e., documents) may be downloaded from the Town website at <http://generalservices1.townofmanchester.org/index.cfm/bids> or may be obtained at the office of the Director of General Services, Lincoln Center, 494 Main Street, P.O. Box 191, Manchester, Connecticut 06045-0191.

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 and complying with Section 3 requirements.**

If project costs exceed \$100,000.00 and completion of this project will require subcontractors or new hiring, the bidder agrees that, to the greatest extent feasible, it will meet **one** of the following requirements of Section 3 of the Housing and Urban Development Act of 1968: 1) **10%** of the awarded contract value shall be performed by Section 3 business concerns as defined in Section 3 of the Housing and Urban Development Act of 1968 and referenced in these Bid Documents; **or** 2) **30%** of new employees hired for this project shall be Section 3 residents as defined in Section 3 of the Housing and Urban Development Act of 1968 and referenced in these Bid Documents. The successful bidder must complete the Section 3 forms in Appendix “F” prior to the award of contract.

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 1<sup>st</sup> 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](http://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](mailto: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 by 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](mailto: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](http://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 “**LED STREETLIGHT RETROFITS – HIGH SCHOOL AND ROBERTSON NEIGHBORHOODS**”. 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 DECEMBER 16, 2020** 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 **FORTY (40) WORKING DAYS** thereafter, excluding the winter shutdown period between November 15<sup>th</sup> and April 1<sup>st</sup> (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. 20/21-31**

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 “**LED STREETLIGHT RETROFITS – HIGH SCHOOL AND ROBERTSON NEIGHBORHOODS**”, 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\_\_

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Contractor Name (Printed)

**TOWN OF MANCHESTER BID PROPOSAL SHEET  
LED STREETLIGHT RETROFITS  
HIGH SCHOOL AND ROBERTSON NEIGHBORHOODS  
BID NO. 20/21-31**

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	REPLACE LUMINAIRE (40 WATT)	EA	74	\$	\$
2	REPLACE LUMINAIRE (70 WATT)	EA	45	\$	\$
3	REPLACE LUMINAIRE (130 WATT)	EA	67	\$	\$
4	MAINTENANCE AND PROTECTION OF TRAFFIC	DAY	30	\$	\$
5	TRAFFICPERSON (UNIFORMED POLICE OFFICERS)	EST	N/A	\$ 3,000.00	\$ 3,000.00
6	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 **JANUARY 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: \_\_\_\_\_

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 LED STREETLIGHTS - HIGH SCHOOL/ROBERTSON NEIGHBORHOOD

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**

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

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

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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:

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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.

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

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

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

Surety: \_\_\_\_\_

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Bank: \_\_\_\_\_

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Major Material Supplier: \_\_\_\_\_

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

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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-33)
- HUD Section 3 Compliance Certification Forms (Appendix E)
- 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).





**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:

\_\_\_\_\_ (PRINCIPAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_ 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: \_\_\_\_\_



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>	<ol style="list-style-type: none"> <li>(1) A Field Modification;</li> <li>(2) A Field Directive;</li> <li>(3) A Change Order;</li> <li>(4) A written clarification or interpretation issued by the Engineer.</li> </ol> <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 15<sup>th</sup> and April 1<sup>st</sup>. 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:

<b>Type of Survey Marker Replaced</b>	<b>Fee</b>
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.

### **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 is responsible for identifying material storage areas for the project that provide safe access and egress for construction vehicles accessing public roads, and for providing appropriate erosion controls and restoration as directed by the Engineer. The Contractor shall not store construction equipment or materials within the public right-of-way.

### **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 "Right of Way" permit from the Town's Engineering Division for this project. This permit fee will be waived.

The Contractor must obtain an "Encroachment Permit" from the State of Connecticut Department of Transportation prior to commencing construction within East Center Street and shall be responsible for all associated fees and requirements.

### **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.

### **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.

## **NOTICE TO CONTRACTOR – HUD REQUIREMENTS**

This project is 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](http://www.hud.gov)). This summary does not relieve the Contractor from compliance with any federal contracting requirements.

### **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 [http://www.hud.gov/offices/enforce/compliance\\_faqs.cfm](http://www.hud.gov/offices/enforce/compliance_faqs.cfm).

### **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: <http://www.gpo.gov/davisbacon/referencemat.html>.

### **Nondiscrimination in Employment**

This contract is subject to the requirements of Executive Order 11246 “Equal Employment Opportunity”. The Contractor shall provide to the Town by the fifth day of each month a completed “Monthly Employment Utilization Report” (Form CC-257) for each contractor and subcontractor performing work on the project. See Appendix “F” and <http://www.dol.gov/ofccp/regs/compliance/fs11246.htm> for more information.

## **LUMINAIRES**

### **DESCRIPTION**

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“Replace Luminaire” of the wattage specified includes the furnishing and installation of new LED luminaires mounted on existing mast arms. This item consists of a complete installation, including wiring, mounting, testing and other incidental work as specified. It also includes the removal and disposal of existing high pressure sodium luminaires.

“Replace Mast Arm” includes the removal and disposal of existing aluminum or steel mast arms and the furnishing and installation of new aluminum mast arms mounted on existing wood utility poles. This item is used if the Engineer determines the need to replace specific existing mast arms for locations where the “Replace Luminaire” item is used.

### **SUBMITTALS**

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The Contractor shall submit one electronic copy (pdf) of the shop drawings associated with each of the proposed luminaires.

### **LICENSING**

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All workers shall be properly licensed, trained, certified and insured to perform installation, removal, replacement and maintenance work on street lighting equipment in close proximity to high voltage electrical conductors. All work shall be performed in compliance with all applicable federal, state and local laws, regulations, safety codes and ordinances.

### **MATERIALS**

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Luminaires shall be Philips Road Focus Series (Cobrahead) as manufactured by:

Philips Lighting North America Corporation  
200 Franklin Square Drive  
Somerset, NJ 08873  
(800) 668-9008  
[www.lightingproducts.philips.com](http://www.lightingproducts.philips.com)

or Cree RSW Series (Cobrahead) as manufactured by:

Cree Lighting  
4600 Silicon Drive  
Durham, North Carolina, 27703  
(800) 533-2583  
[www.cree.com](http://www.cree.com)

## **LUMINAIRES**

Products from other manufacturers will not be accepted. **All cobrahead luminaires furnished under this contract shall be from ONE of these manufacturers (i.e. the Contractor may not mix and match Philips and Cree products for this project).**

40 Watt luminaires shall be:

PHILIPS: Model RFS-45W16LED3K-G2-R2M-UNV-DMG-HS-PH8-GY3  
CREE: Model RSWS-A-HT-2ME-5L-30K7-UL-GY-N

70 Watt luminaires shall be:

PHILIPS: Model RFM-72W32LED3K-G2-R2M-UNV-DMG- HS-PH8-GY3  
CREE: Model RSWM-A-HT-2ME-9L-30K7-UL-GY-N

130 Watt luminaires shall be:

PHILIPS: Model RFL-135W80LED3K-G2- R2M-UNV-DMG-PH8-GY3  
CREE: Model RSWL-A-HT-2ME-14L-30K7-UL-GY-N

All luminaires shall include a twist-lock photoelectrical cell.

Aluminum mast arms shall be Model AMAWT-T20-US8-SA as manufactured by:

Lithonia Lighting  
P.O. Box A  
Conyers, GA  
[www.lithonia.com](http://www.lithonia.com)

or approved equal.

## **CONSTRUCTION DETAILS**

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For replace items, existing luminaires shall be removed and become the property of the Contractor.

New luminaires shall be securely mounted on mast arms.

The Contractor shall wire new luminaires to the existing streetlight wiring.

Where approved by the Engineer, the Contractor shall remove the existing mast arm and replace with a new mast arm.

## **LUMINAIRES**

### **WARRANTY**

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In addition to the ten year limited warranty provided by Philips or Cree, the Contractor shall provide a one year warranty on the installation.

### **MEASUREMENT AND PAYMENT**

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“Replace Luminaire” of the wattage specified will be measured for payment by the actual number of luminaires of the type and wattage specified, furnished, installed and accepted. This work will be paid for at the contract unit price each for “Replace Luminaire” of the wattage specified, complete in place, which price shall constitute full compensation for all materials, tools, equipment and labor incidental thereto.

“Replace Mast Arm” will be measured for payment by the actual number of mast arms furnished, installed and accepted. This work will be paid for at the contract unit price each for “Replace Mast Arm”, complete in place, which price shall constitute full compensation for all materials, tools, equipment and labor incidental thereto.

## MAINTENANCE AND PROTECTION OF TRAFFIC

### DESCRIPTION

“Maintenance and Protection of Traffic” includes the furnishing, installation, maintenance, adjusting, cleaning, storing and removal when no longer required of all temporary signs, cones, drums, barricades or other approved traffic control devices necessary to maintain and protect traffic within the project area in accordance with the Plans, Specifications and the Town of Manchester Traffic Control Ordinance.

It also includes furnishing certified, uniformed flagpersons capable of safely directing traffic around the work area during all lane closures where uniformed police officers are not required or when directed by the Engineer and other pertinent work necessary to comply with this specification, including but not limited to, warning of local agencies of proposed traffic change, snow removal if Contractor’s operations interfere with the normal snow removal operation, either by public agencies or private entities, when required or as directed by the Engineer.

“Uniformed Police Officers” includes providing uniformed Manchester police officers for traffic control only on arterial streets required by the Town of Manchester Traffic Control Ordinance (refer to associated Appendix for additional information). **For this project, this item will be used on East Center Street, Summit Street and Parker Street only.**

### SUBMITTALS

Unless a Traffic Detour Plan is provided elsewhere in these specifications, all temporary road closures and detours proposed by the Contractor must be approved by the Engineer prior to implementation. In these instances, the Contractor shall submit a plan of the proposed detour, complete with sign patterns, and estimated duration of detour to the Engineer for approval at least seven (7) days prior to execution. Detours will only be considered for infrequent, short-term operations.

### MATERIALS

#### *Traffic Drums*

The traffic drums shall be manufactured plastic or rubber designed in accordance with the latest edition of the MUTCD. The device shall be stabilized with sandbags or other approved means. The traffic drum shall have, at a minimum, two 4” wide retroreflective orange stripes and two 6” wide retroreflective white stripes. The stripes shall be placed horizontally and alternated with the orange stripe on top. The sections of the traffic drum not covered with retroreflective sheeting shall be orange. Either Type III or Type VI Retroreflective Sheeting, in accordance with Section M.18.09.01 of Form 817 shall be used

## **MAINTENANCE AND PROTECTION OF TRAFFIC**

### *Traffic Cones*

Traffic Cones shall be constructed of materials to a thickness to withstand impact without damage to cones or to vehicles. The traffic cones shall be 42" tall and of sufficient mass or have bases to which ballast may be added to assure that they will not be blown over or displaced by wind from passing vehicles. Traffic cones shall be reflectorized utilizing Type VI retro reflective sheeting in accordance with Sub article M.18.09.01 of Form 817.

### *Barricades*

Barricades shall conform to the requirements of Section 9.79.02 of Form 817.

### *Construction Area Signs*

Construction Area signs includes the furnishing of sheet aluminum or plywood construction signs and supports required on the project in accordance with the plans, the Manual of Uniform Traffic Control Devices (MUTCD) or as directed by the Engineer. Signs faces shall be of retro reflective sheeting, High Intensity Prismatic (Type III) and conform to section 12.20 of Form 817. Each sign will be paid for once, regardless of the number of times it is used on the project. When the signs are no longer required on the project, they shall remain the property of the Contractor.

### *Opposing Traffic Lane Dividers*

Opposing Traffic Lane Dividers shall conform to the requirements of Section 6F.76 of the MUTCD utilizing Type III Reflective sheeting

Any other traffic control devices shall meet the minimum material requirements of Form 817 and the Manual of Uniform Traffic Control Devices (MUTCD).

## **RESTRICTIONS**

During working hours, the Contractor shall maintain at least one lane of traffic a minimum 10' in width on a gravel or paved surface with uniformed flagpersons directing traffic throughout the project area. At the end of each work day, the Contractor shall open the roadway to travel in both directions on a gravel or paved surface at least 20' in width with all applicable signs, cones, drums, barricades and lane dividers required by the Engineer.

The Contractor shall schedule operations such that travel by the general public on gravel surfaces is limited to two (2) weeks.

Temporary transverse drop-offs between pavement and milled pavement or between pavement and gravel shall have a maximum 10:1 slope. Temporary longitudinal drop-offs between

## **MAINTENANCE AND PROTECTION OF TRAFFIC**

pavement and milled pavement or between pavement and gravel shall have a maximum 3:1 slope.

### **REQUIREMENTS**

The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the Town of Manchester, and these Specifications. Unless otherwise specified, the Contractor must maintain pedestrian and vehicular traffic to permit access to businesses, factories, residences, and intersecting streets.

1. **Advanced Warning:** It shall be the sole responsibility of the Contractor to forewarn the Town's Local Regulatory Agencies (including but not limited to the Public Works Highway Division, Police and Fire Departments and Board of Education) at least 72 hours in advance of changes in traffic patterns due to reduction of pavement widths or closing of streets.
2. **Access:** The Contractor shall arrange his/her operations to properties along the street including temporary bridges to driveways, and provide access to fire hydrants, manholes, gate boxes, or other utilities. Whenever any trench obstructs traffic in or to any public way, private driveway, or property entrance, the Contractor shall take such steps as required to maintain necessary traffic and access including temporary bridging if required. The Contractor shall confine his/her occupancy of public or traveled ways to the smallest space compatible with the efficient and safe performance of the work.

The Contractor shall observe and obey all local and state laws, ordinances, regulations and permits in relation to the obstruction of streets and highways, keeping passageways open and protecting traffic where there may be danger from blasting or other construction activities.

If the Contractor's operations interfere with the removal or sanding of snow or ice by the public authorities or adjoining land owners, in an ordinary manner with regular highway equipment, the Contractor shall be required to perform such services for the public authorities or adjoining owners without charge. If the Contractor fails to do so, he shall reimburse the said authorities or adjoining owners or the Town for any additional cost to them for doing such work occasioned by conditions arising from the Contractor's operations, occupancy, or trench surfaces, together with any damage to the equipment of said parties by those conditions, or claims of any parties for damage or injury or loss by reason of failure to remove snow or ice or to sand icy spots under these conditions.

3. **Maintenance:** The Contractor shall maintain all traffic control devices on the project. Traffic control devices shall be cleaned periodically to maintain retroreflectivity. Any damaged traffic control devices shall be immediately removed and replaced. It is the Contractors responsibility to move, adjust or relocate traffic control devices as his operations change.

## MAINTENANCE AND PROTECTION OF TRAFFIC

4. Non-Performance: Should the Contractor or his/her employees neglect to maintain traffic control devices as required in these Specifications, the Engineer may shut the work down. If the Contractor fails to take corrective action, the Engineer may immediately and without notice, furnish, install and maintain traffic control devices. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this contract.

The Contractor will be held responsible for any damages that the Town, Engineer, Governmental units, or their heirs or assigns may have to pay as a consequence of the Contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due or may become due to the Contractor under this contract.

5. Uniformed Flagperson: The Contractor shall be responsible for providing certified and adequately equipped personnel for directing traffic around the work area during all lane closures where uniformed police officers are not required and where directed by the Engineer to provide adequate protection of the traveling public. Flagpersons must be certified by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC).
6. Uniformed Police Officers: On designated arterial streets within the Town, the Town of Manchester Traffic Control Ordinance requires the use of Town of Manchester uniformed police officers to be used to supplement the Contractor's traffic control operations. It is the Contractor's responsibility to schedule, coordinate and make payment in a timely manner for the use of uniformed police officers with the Police Department. The Town of Manchester Police Department requires payment for services within fourteen (14) days of work. A portion of the cost to provide uniformed police officers on the streets defined in the Traffic Control Ordinance will be measured separately for payment as specified herein.

## TRAFFIC CONTROL PATTERNS

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

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

## **MAINTENANCE AND PROTECTION OF TRAFFIC**

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

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

When installing a traffic control pattern, a “buffer area” must be provided which shall be free of equipment, workers, materials and parked vehicles.

When required by the Engineer, the Contractor shall install temporary marking tape to designate traffic lanes until such time permanent pavement markings included in the Contract are installed.

Although each situation must be dealt with individually, conformity with the typical traffic control pattern contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control patterns.

## **ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS**

The traffic control patterns contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these patterns whenever possible.

The proper application of the traffic control patterns and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control patterns/plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

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

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

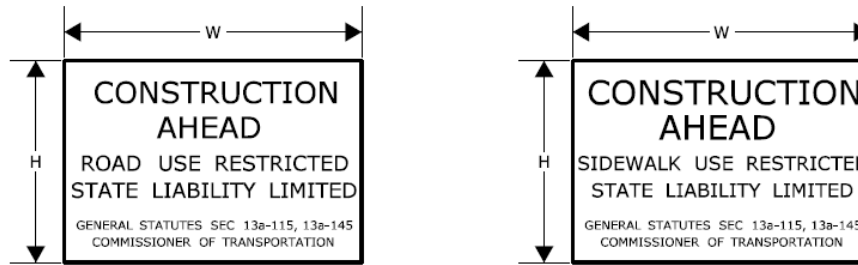
**MAINTENANCE AND PROTECTION OF TRAFFIC**

**TABLE I – MINIMUM TAPER LENGTHS**

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

# MAINTENANCE AND PROTECTION OF TRAFFIC

## SERIES 16 SIGNS



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

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

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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

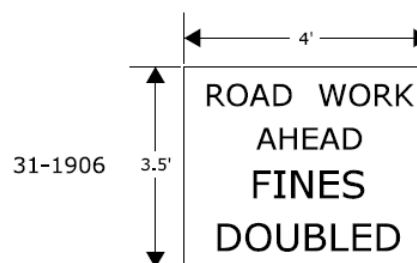
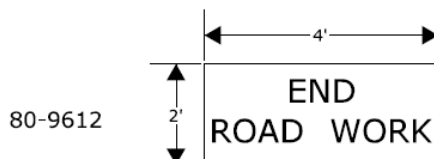
## REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

## "END ROAD WORK" SIGN

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN  
REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

*Charles S. Harlow*  
Charles S. Harlow  
2012.06.05 11:36:43-04'00'  
PRINCIPAL ENGINEER

# MAINTENANCE AND PROTECTION OF TRAFFIC

## NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

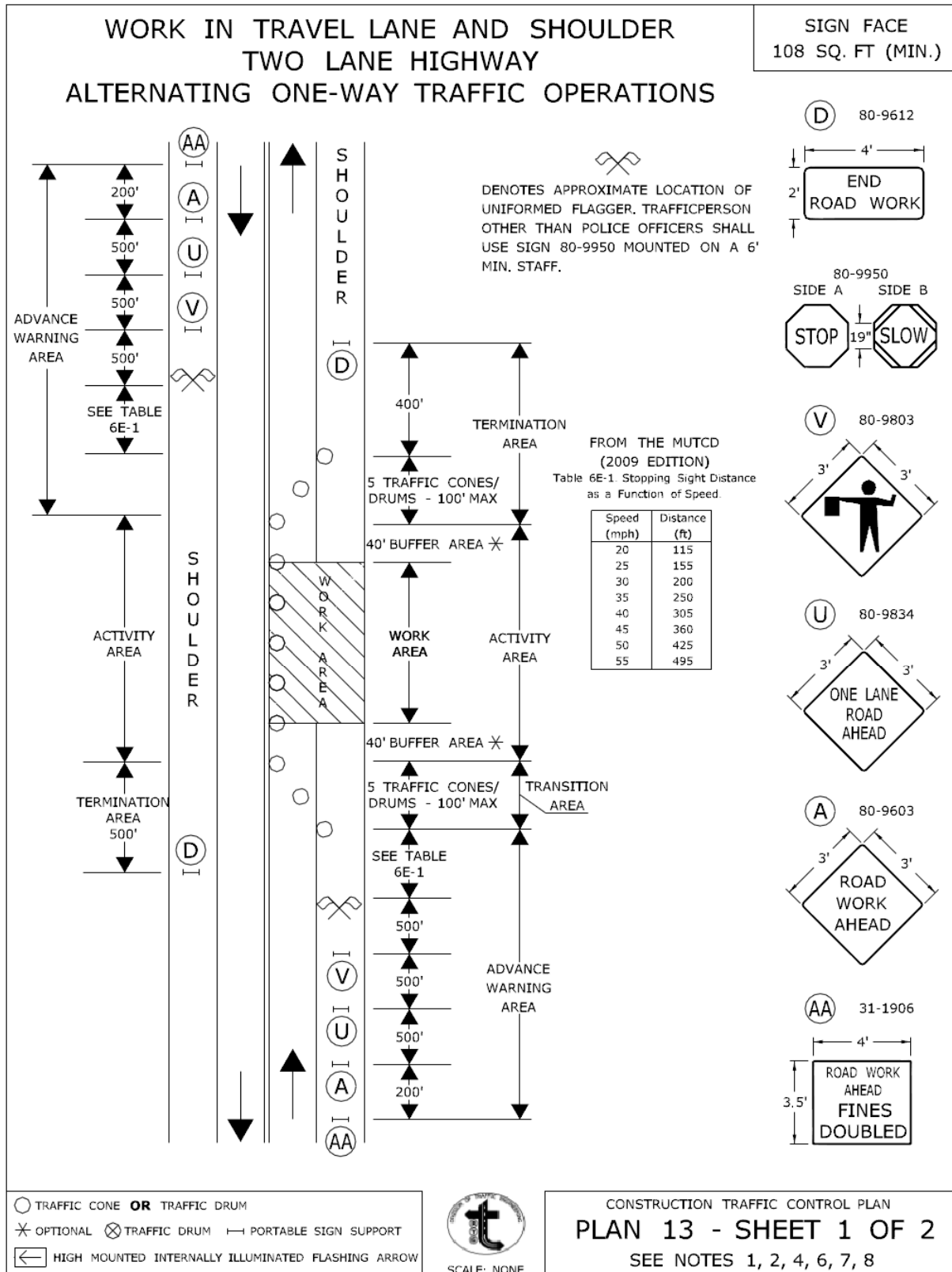
### NOTES

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

*Charles S. Harlow*  
Charles S. Harlow  
2012.06.05 15:50:35-0400  
PRINCIPAL ENGINEER

# MAINTENANCE AND PROTECTION OF TRAFFIC



- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 13 - SHEET 1 OF 2**  
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

*Charles S. Harlow*  
Charles S. Harlow  
2012.06.05 15:55:23-04'00"  
PRINCIPAL ENGINEER

# MAINTENANCE AND PROTECTION OF TRAFFIC

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

SIGN FACE  
108 SQ. FT (MIN.)

### HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

#### A. TO STOP TRAFFIC

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



#### B. TO DIRECT TRAFFIC TO PROCEED

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



#### C. TO ALERT OR SLOW TRAFFIC

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



- TRAFFIC CONE **OR** TRAFFIC DRUM
- \* OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

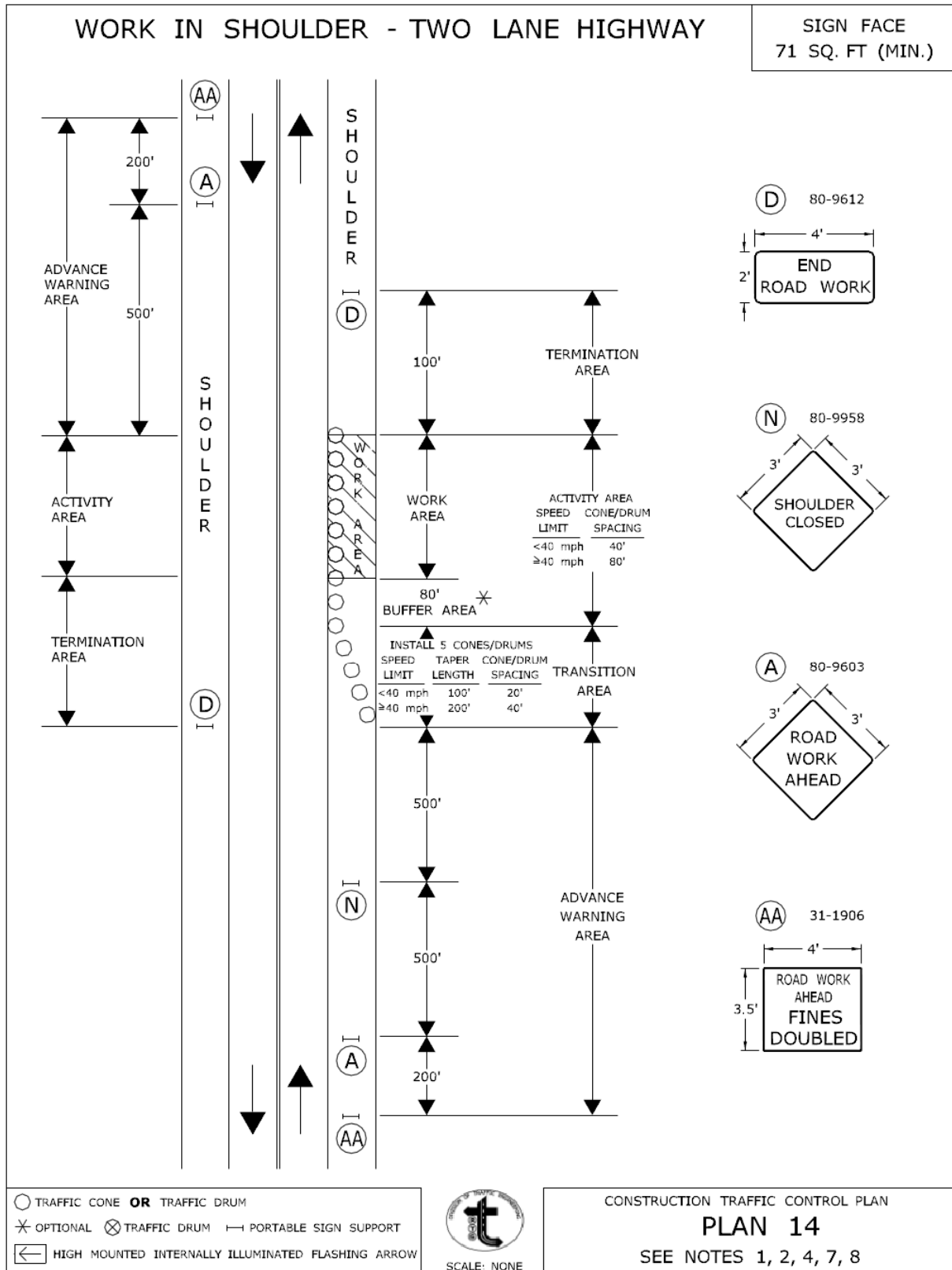
CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 13 - SHEET 2 OF 2**  
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

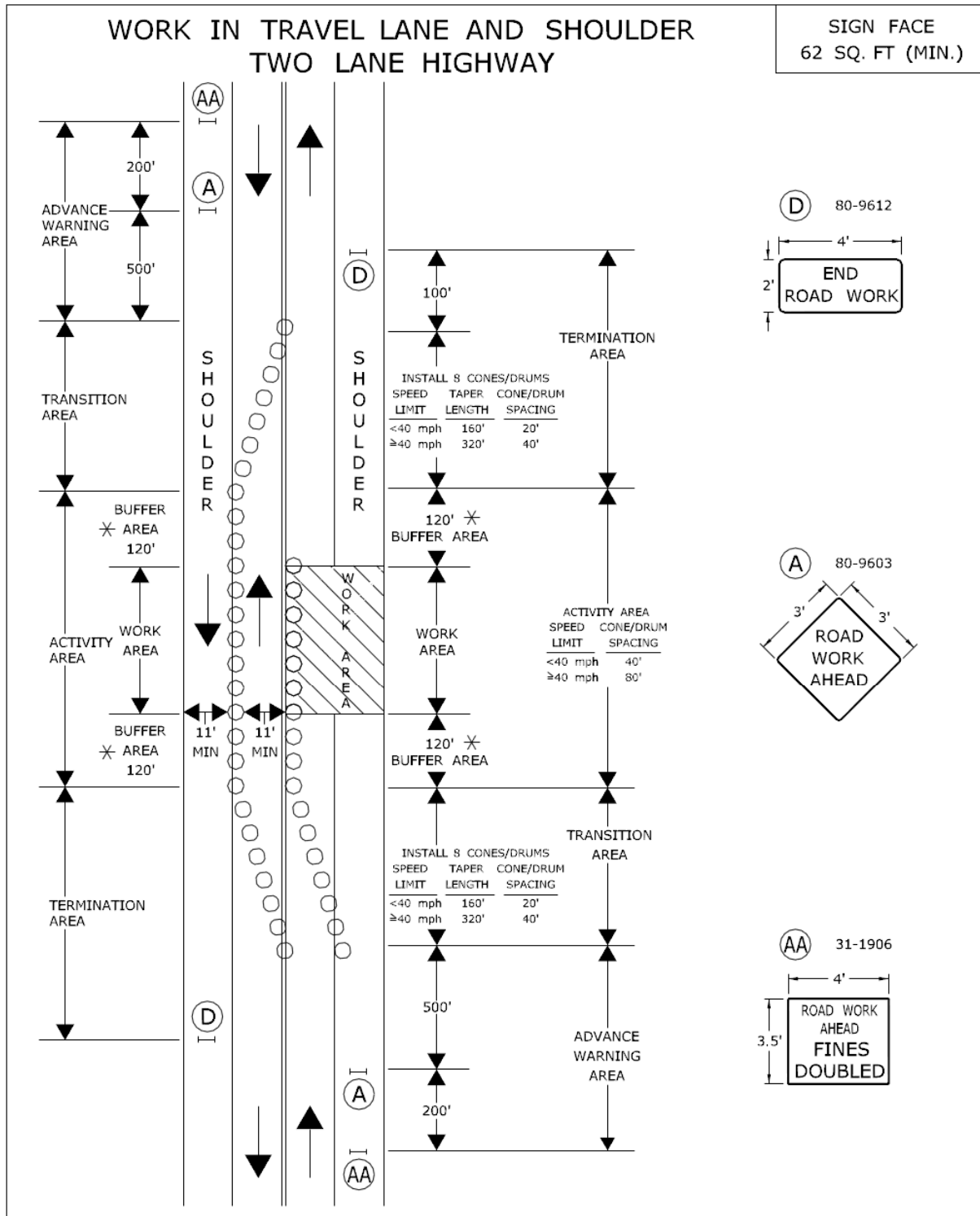
APPROVED

*Charles S. Harlow*  
Charles S. Harlow  
2012.06.05 15:55:45-04'00"  
PRINCIPAL ENGINEER

# MAINTENANCE AND PROTECTION OF TRAFFIC



# MAINTENANCE AND PROTECTION OF TRAFFIC



- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✕ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

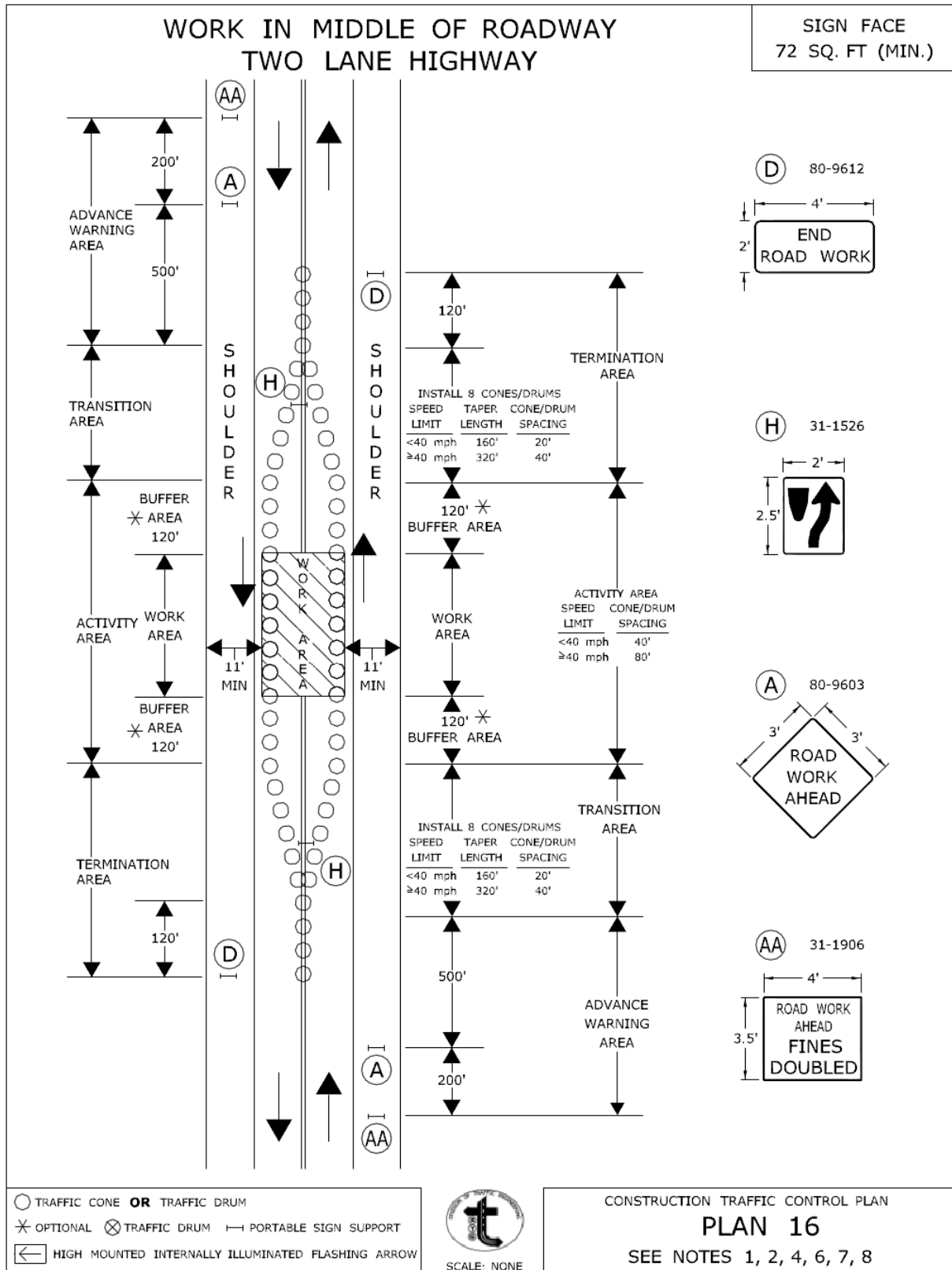


CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 15**  
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

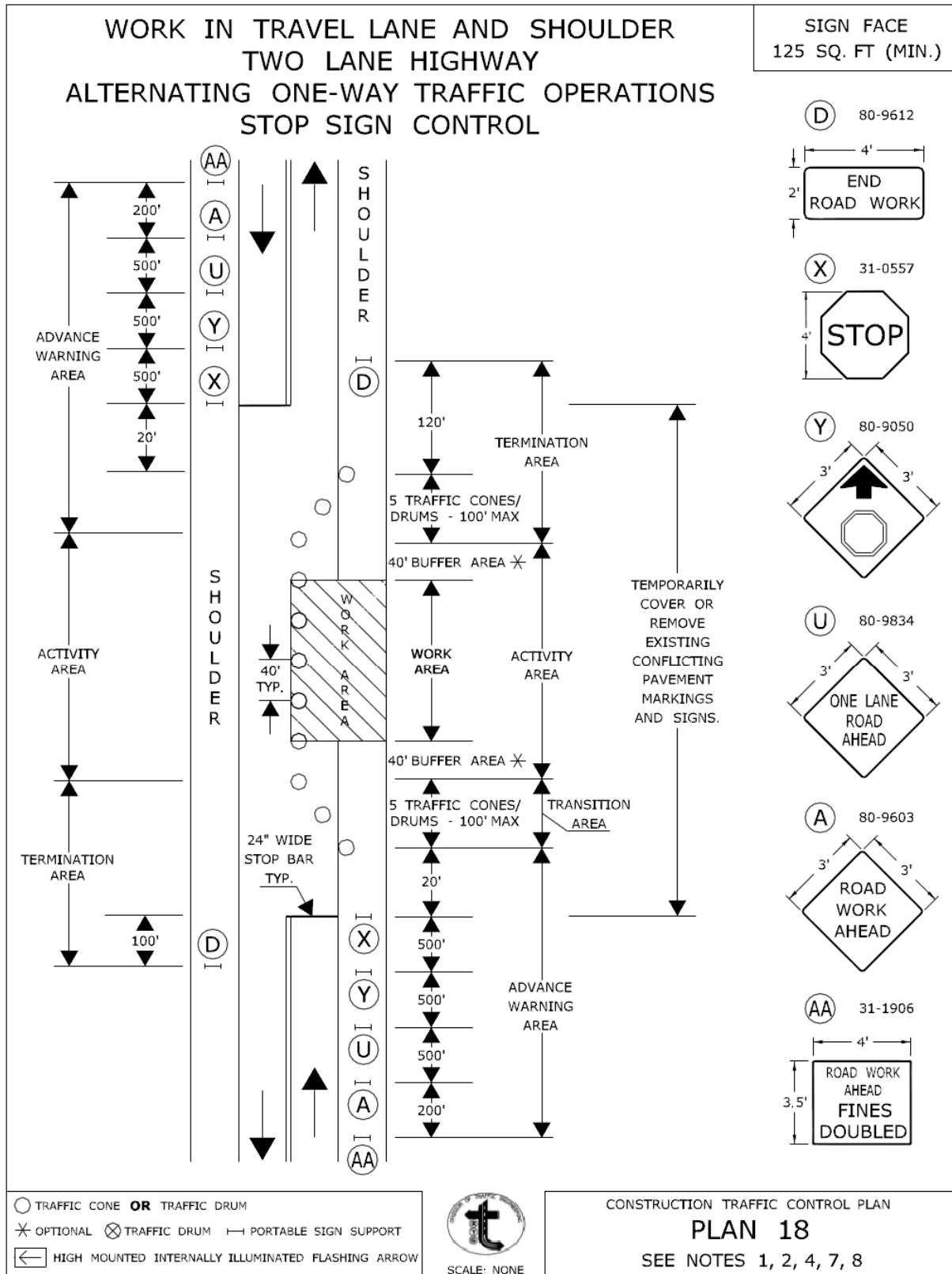
APPROVED *Charles S. Harlow* Charles S. Harlow  
2012.06.05 15:56:29-04'00"  
PRINCIPAL ENGINEER

# MAINTENANCE AND PROTECTION OF TRAFFIC



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

**MAINTENANCE AND PROTECTION OF TRAFFIC**



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow  
2012.06.05 15:57:37-0400  
PRINCIPAL ENGINEER

## MAINTENANCE AND PROTECTION OF TRAFFIC

### MEASUREMENT AND PAYMENT

“Maintenance and Protection of Traffic” will be measured and paid for by the actual number of days traffic control is used during active construction within contract time requirements. The contract unit price shall include all materials, labor, tools and equipment incidental to furnishing, maintaining and removing approved traffic control devices as shown on the Plan or as directed by the Engineer, and other pertinent work necessary to comply with this specification, including, but not limited to:

- providing certified, uniformed flagpersons during all lane closures as specified herein;
- notifying public authorities of any proposed traffic changes;
- furnishing, installing, relocating, replacing and removal of traffic cones, traffic drums, barricades, temporary marking tape, and opposing traffic lane dividers;
- furnishing, installing, and removing the material for a temporary traversable slope in those areas where a longitudinal dropdown exists;
- furnishing, installing, and removing the material for a temporary transition where a transverse dropdown exists;
- temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports and foundations if necessary during construction; and
- removal or sanding of snow or ice or removal of leaves on the roadway or sidewalk if the Contractor's operations interfere with the removal or sanding of snow or ice or the removal of leaves by the public authorities or adjoining land owners in an ordinary manner with regular highway equipment.

“Uniformed Police Officers” will be measured separately for payment. The Contractor will be directly reimbursed for **100% of the actual invoiced cost** from the Manchester Police Department. **Payment will only be made for this item for work on East Center Street, Summit Street and Parker Street.** Uniformed police officers used on other streets, either at the choice of the Contractor or because of the Contractor’s failure to otherwise provide adequate traffic control, will not be measured for payment, but its costs shall be considered as included in the unit price bid for “Maintenance and Protection of Traffic”.

“Maintenance and Protection of Traffic” or “Uniformed Police Officers” will not be measured for payment for any days in which the Contractor performs work beyond the allotted contract time, adjusted for any change orders.

No claim for additional payment due to unusual construction conditions encountered or delay caused by the Contractor or other outside agencies shall be considered.

## **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 separately for payment.



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**HELPING DEVELOP THE TOWN OF MANCHESTER**

# **LED STREETLIGHT RETROFITS HIGH SCHOOL AND ROBERTSON NEIGHBORHOODS**

**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  
2020**

Town Offices will be closed in observance of the following holidays in calendar year 2020:

<b>NEW YEAR'S DAY</b>	<b>WEDNESDAY, JANUARY 1, 2020</b>
<b>MARTIN LUTHER KING DAY</b>	<b>MONDAY, JANUARY 20, 2020</b>
<b>*LINCOLN'S BIRTHDAY</b>	
<b>WASHINGTON'S BIRTHDAY</b>	<b>MONDAY, FEBRUARY 17, 2020</b>
<b>GOOD FRIDAY</b>	<b>FRIDAY, APRIL 10, 2020</b>
<b>MEMORIAL DAY</b>	<b>MONDAY, MAY 25, 2020</b>
<b>INDEPENDENCE DAY</b>	<b>FRIDAY, JULY 3, 2020</b>
<b>LABOR DAY</b>	<b>MONDAY, SEPTEMBER 7, 2020</b>
<b>COLUMBUS DAY</b>	<b>MONDAY, OCTOBER 12, 2020</b>
<b>VETERAN'S DAY</b>	<b>WEDNESDAY, NOVEMBER 11, 2020</b>
<b>THANKSGIVING DAY</b>	<b>THURSDAY, NOVEMBER 26, 2020</b>
<b>DAY AFTER THANKSGIVING</b>	<b>FRIDAY, NOVEMBER 27, 2020</b>
<b>*FLOATING HOLIDAY</b>	<b>THURSDAY, DECEMBER 24, 2020</b>
<b>CHRISTMAS DAY</b>	<b>FRIDAY, DECEMBER 25, 2020</b>

Where appropriate these Holidays reflect the schedule observed by the State of Connecticut.

\*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 31<sup>st</sup> 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
	206	207	208	209		
12	13	14	15	16	17	18
	210	211	212	213	214	
19	20	21	22	23	24	25
	215	216	217	218	219	
26	27	28	29	30		
	220	221	222	223		

May						
S	M	T	W	T	F	S
					1	2
					224	
3	4	5	6	7	8	9
	225	226	227	228	229	
10	11	12	13	14	15	16
	230	231	232	233	234	
17	18	19	20	21	22	23
	235	236	237	238	239	
24	25	26	27	28	29	30
31		240	241	242	243	

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
	244	245	246	247	248	
7	8	9	10	11	12	13
	249	250	251	252	253	
14	15	16	17	18	19	20
	254	255	256	257	258	
21	22	23	24	25	26	27
	259	260	261	262	263	
28	29	30				
	264	265				

July						
S	M	T	W	T	F	S
			1	2	3	4
			266	267		
5	6	7	8	9	10	11
	268	269	270	271	272	
12	13	14	15	16	17	18
	273	274	275	276	277	
19	20	21	22	23	24	25
	278	279	280	281	282	
26	27	28	29	30	31	
	283	284	285	286	287	

August						
S	M	T	W	T	F	S
2	3	4	5	6	7	1
	288	289	290	291	292	8
9	10	11	12	13	14	15
	293	294	295	296	297	
16	17	18	19	20	21	22
	298	299	300	301	302	
23	24	25	26	27	28	29
	303	304	305	306	307	
30	31					
	308					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
		309	310	311	312	
6	7	8	9	10	11	12
	313	314	315	316		
13	14	15	16	17	18	19
	317	318	319	320	321	
20	21	22	23	24	25	26
	322	323	324	325	326	
27	28	29	30			
	327	328	329			

October						
S	M	T	W	T	F	S
				1	2	3
				330	331	
4	5	6	7	8	9	10
	332	333	334	335	336	
11	12	13	14	15	16	17
	337	338	339	340		
18	19	20	21	22	23	24
	341	342	343	344	345	
25	26	27	28	29	30	31
	346	347	348	349	350	

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
	351	352	353	354	355	
8	9	10	11	12	13	14
	356	357		358	359	
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
				360		
4	5	6	7	8	9	10
	361	362	363	364	365	
11	12	13	14	15	16	17
	366	367	368	369	370	
18	19	20	21	22	23	24
	371	372	373	374	375	
25	26	27	28	29	30	
	376	377	378	379	380	

May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
	381	382	383	384	385	
9	10	11	12	13	14	15
	386	387	388	389	390	
16	17	18	19	20	21	22
	391	392	393	394	395	
23	24	25	26	27	28	29
	396	397	398	399	400	

June						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
		401	402	403	404	
6	7	8	9	10	11	12
	405	406	407	408	409	
13	14	15	16	17	18	19
	410	411	412	413	414	
20	21	22	23	24	25	26
	415	416	417	418	419	
27	28	29	30			
	420	421	422			

July						
S	M	T	W	T	F	S
				1	2	3
				423	424	
4	5	6	7	8	9	10
	425	426	427	428		
11	12	13	14	15	16	17
	429	430	431	432	433	
18	19	20	21	22	23	24
	434	435	436	437	438	
25	26	27	28	29	30	31
	439	440	441	442	443	

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
	444	445	446	447	448	
8	9	10	11	12	13	14
	449	450	451	452	453	
15	16	17	18	19	20	21
	454	455	456	457	458	
22	23	24	25	26	27	28
	459	460	461	462	463	
29	30	31				
	464	465				

September						
S	M	T	W	T	F	S
			466	467</		

**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	Number of Days	Numbered Day	Date
	1. First Working Day		10
2. Working Days Specified in Contract	60		
3. Computed Date for Completion (Line 1 + Line 2)		70	6/25/2013
4. Total Time Extensions Approved to Date	4		
5. Total Non-Working Days to Date	6		
6. Subtotal (Line 4 + Line 5)	10		
7. Extended Date for Completion		80	7/10/2013
8. Revised Working Days for Contract (Line 2 + Line 6)	70		
9. Total Working Days to Date	29		
10. Working Days Remaining (Line 8 - Line 9)	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:

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PROJECT:

PROJECT NO.:

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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:

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REMARKS:

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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:

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**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# 20-17155

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

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

Project Number: Manchester

Project Town: Manchester

State#: Manchester

FAP#: Manchester

Project: LED Streetlight Retrofits (Manchester)

<b>CLASSIFICATION</b>	<b>Hourly</b>	<b>Benefits</b>
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	35.72	33.16
2) Carpenters, Piledrivermen	34.53	25.64
2a) Diver Tenders	34.53	25.64
3) Divers	42.99	25.64
03a) Millwrights	34.94	26.19
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	52.25	22.55
4a) Painters: Brush and Roller	35.62	22.55
4b) Painters: Spray Only	38.62	22.55
4c) Painters: Steel Only	37.62	22.55
4d) Painters: Blast and Spray	38.62	22.55
4e) Painters: Tanks, Tower and Swing	37.62	22.55

Project: LED Streetlight Retrofits (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)	40.25	29.17+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + 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)	44.63	32.95
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	31.0	22.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.25	22.15
10) Group 3: Pipelayers	31.5	22.15
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	31.5	22.15
12) Group 5: Toxic waste removal (non-mechanical systems)	33.0	22.15
13) Group 6: Blasters	32.75	22.15
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	32.0	22.15
Group 8: Traffic control signalmen	18.0	22.15
Group 9: Hydraulic Drills	29.3	18.90
----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	33.23	22.15 + a
13b) Brakemen, Trackmen	32.26	22.15 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		

As of: November 5, 2020

Project: LED Streetlight Retrofits (Manchester)

14) Concrete Workers, Form Movers, and Strippers	32.26	22.15 + a
15) Form Erectors	32.59	22.15 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.26	22.15 + a
17) Laborers Topside, Cage Tenders, Bellman	32.15	22.15 + a
18) Miners	33.23	22.15 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	39.72	22.15 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.52	22.15 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.54	22.15 + a
21) Mucking Machine Operator	40.31	22.15 + a
----TRUCK DRIVERS----(*see note below)		
Two axle trucks	29.86	25.79 + a
Three axle trucks; two axle ready mix	29.97	25.79 + a
Three axle ready mix	30.03	25.79 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	30.08	25.79 + a
Four axle ready-mix	30.13	25.79 + a
Heavy duty trailer (40 tons and over)	30.35	25.79 + a

As of: November 5, 2020

Project: LED Streetlight Retrofits (Manchester)

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	30.13	25.79 + a
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----POWER EQUIPMENT OPERATORS----

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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)	42.45	25.30 + 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)	42.11	25.30 + 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)	41.32	25.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	40.91	25.30 + 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	40.28	25.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	40.28	25.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + 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	39.59	25.30 + 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.	39.17	25.30 + 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).	38.71	25.30 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	36.54	25.30 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	36.54	25.30 + a
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**As of:** November 5, 2020

Project: LED Streetlight Retrofits (Manchester)

Group 12: Wellpoint Operator.	36.48	25.30 + a
Group 13: Compressor Battery Operator.	35.86	25.30 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	35.53	25.30 + a

\*\*NOTE: SEE BELOW

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

-

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

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70

As of: November 5, 2020

Project: LED Streetlight Retrofits (Manchester)

27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
<hr/>		
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
<hr/>		

**As of:** November 5, 2020

Project: LED Streetlight Retrofits (Manchester)

Welders: Rate for craft to which welding is incidental.

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

**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**

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

--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](http://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:** November 5, 2020

Project: LED Streetlight Retrofits (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.

**As of:** November 5, 2020

**APPENDIX “E”**

**FEDERAL PREVAILING WAGE RATES**



"General Decision Number: CT20200014 06/05/2020

Superseded General Decision Number: CT20190014

State: Connecticut

Construction Type: Heavy

County: Hartford County in Connecticut.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/17/2020
2	01/24/2020
3	02/07/2020
4	04/03/2020
5	04/24/2020
6	05/08/2020
7	05/15/2020
8	05/22/2020
9	06/05/2020

BRCT0001-012 01/06/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	35.72	33.16

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CARP0326-010 05/04/2020

Berlin, Bristol, Burlington, Canton, Marlborough, New Britain,  
Newington, Plainville and Southington

	Rates	Fringes
CARPENTER		
CARPENTERS, PILEDRIVERS.....\$	34.53	25.64
DIVER TENDER.....\$	34.53	25.64
DIVER.....\$	42.99	25.64

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CARP0326-015 05/04/2020

Avon, Bloomfield, East Branby, East Hartford, East Windsor,  
Enfield, Farmington, Glastonbury, Granby, Hartford, Hartland,  
Manchester, Rocky Hill, Simsbury, South Windsor, Suffield, West  
Hartford, Wethersfield, Windsor, Windsor Locks

	Rates	Fringes
CARPENTER		
CARPENTER, PILEDRIVER.....\$	34.53	25.64
DIVER TENDER.....\$	34.53	25.64
DIVER.....\$	42.99	25.64

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CARP1121-006 01/06/2020

	Rates	Fringes
MILLWRIGHT.....\$	34.94	26.19

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\* ELEC0035-006 06/01/2020

Entire County excluding Berlin, Bristol, Hartland, New Britain,  
Newington, Plainville and Southington Townships

	Rates	Fringes
ELECTRICIAN.....\$	40.25	3%+29.17

\* ELEC0090-005 06/01/2020

Berlin, Bristol, New Britain, Newington, Plainville,  
Southington Townships

	Rates	Fringes
ELECTRICIAN.....	\$ 39.00	3%+29.91

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\* ELEC0488-005 06/01/2020

Hartland Township

	Rates	Fringes
ELECTRICIAN.....	\$ 39.92	3%+28.75

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ENGI0478-001 04/05/2020

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 42.45	25.30
GROUP 2.....	\$ 42.11	25.30
GROUP 3.....	\$ 41.32	25.30
GROUP 4.....	\$ 40.91	25.30
GROUP 5.....	\$ 40.28	25.30
GROUP 6.....	\$ 39.95	25.30
GROUP 7.....	\$ 39.59	25.30
GROUP 8.....	\$ 39.17	25.30
GROUP 9.....	\$ 38.71	25.30
GROUP 10.....	\$ 36.54	25.30
GROUP 11.....	\$ 36.54	25.30
GROUP 12.....	\$ 36.48	25.30
GROUP 13.....	\$ 38.11	25.30
GROUP 14.....	\$ 35.86	25.30
GROUP 15.....	\$ 35.53	25.30
GROUP 16.....	\$ 34.66	25.30
GROUP 17.....	\$ 34.23	25.30
GROUP 18.....	\$ 33.54	25.30

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

- Crane with boom, including jib, 150 feet - \$1.50 extra.
- Crane with boom, including jib, 200 feet - \$2.50 extra.
- Crane with boom, including jib, 250 feet - \$5.00 extra.
- Crane with boom, including jib, 300 feet - \$7.00 extra.
- Crane with boom, including jib, 400 feet - \$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 stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & 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 or 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 (skoper).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. 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, hydoblaster, 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, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer, ice machine, diesel & 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.

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ENGI0478-010 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 40.28	25.30
Asphalt Roller.....	\$ 39.59	25.30
Asphalt Spreader.....	\$ 40.28	25.30
Bulldozer (Rough Grade Dozer).....	\$ 39.95	25.30
Bulldozer Fine Grade(includes slopes, shaping, laser or gps).....	\$ 41.32	25.30
Crane handling or erecting		

structural steel or stone...\$ 42.45	25.30
Cranes (100 ton capacity & over).....\$ 42.11	25.30
Cranes (under 100 ton rated capacity).....\$ 41.32	25.30
Drills with self contained power units; Directional driller.....\$ 40.28	25.30
Earth Roller.....\$ 36.54	25.30
Excavator/Backhoe 2 cubic yards and over.....\$ 42.11	25.30
Excavator/Backhoe under 2 cubic yards.....\$ 41.32	25.30
Forklift.....\$ 38.71	25.30
Front End Loader (3 cubic yards up to 7 cubic yards)..\$ 39.95	25.30
Front End Loader (7 cubic yards or over).....\$ 42.45	25.30
Front End Loader (under 3 cubic yards).....\$ 38.71	25.30
Grader/Blade.....\$ 41.32	25.30
Maintenance Engineer/Oiler..\$ 33.54	25.30
Mechanic.....\$ 39.17	25.30

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.

- b. Crane with boom, including jib, 150 feet - \$1.50 extra .
- Crane with boom, including jib, 200 feet- \$2.50 extra.
- Crane with boom, including jib, 250 feet - \$5.00 extra.
- Crane with boom, including jib, 300 feet - \$7.00 extra.
- Crane with boom, including jib, 400 feet - \$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)

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 36.67	37.62

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

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LAB00056-004 04/05/2020

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 32.26	22.15
Form Erectors.....	\$ 32.59	22.15
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 32.26	22.15
Laborers Topside, Cage Tenders, Bellman.....	\$ 32.15	22.15
Miners.....	\$ 33.23	22.15
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 32.26	22.15
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 33.23	22.15
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 39.72	22.15
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 39.52	22.15
Change House Attendants, Powder Watchmen, Top on Iron Bolt.....	\$ 37.54	22.15
Mucking Machine Operator....	\$ 40.31	22.15

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.

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LAB00056-006 04/05/2020

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 31.00	22.15
GROUP 2.....	\$ 31.25	22.15
GROUP 3.....	\$ 31.50	22.15
GROUP 4.....	\$ 32.00	22.15
GROUP 5.....	\$ 32.75	22.15
GROUP 6.....	\$ 33.00	22.15
GROUP 7.....	\$ 18.00	22.15

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

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\* PAIN0011-013 06/01/2020

	Rates	Fringes
PAINTER		

Brush and Roller.....	\$ 35.62	22.55
Spray Only.....	\$ 38.62	22.55
Steel Only.....	\$ 37.62	22.55

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TEAM0064-001 04/05/2020

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 29.97	25.79
2 Axle.....	\$ 29.86	25.79
3 Axle Ready Mix.....	\$ 30.03	25.79
3 Axle.....	\$ 29.97	25.79
4 Axle Ready Mix.....	\$ 30.13	25.79
4 Axle.....	\$ 30.08	25.79
Heavy Duty Trailer 40 tons and over.....	\$ 30.35	25.79
Heavy Duty Trailer up to 40 tons.....	\$ 30.08	25.79
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 30.13	25.79

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.

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TEAM0064-006 04/05/2020

	Rates	Fringes
TRUCK DRIVER: 4 Axle Truck.....	\$ 30.08	25.79

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.

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SUCT2002-009 12/16/2008

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.13	13.57
LABORER: Common or General.....	\$ 21.03	5.30
OPERATOR: Excavator.....	\$ 27.77	7.60
TRUCK DRIVER: 3 Axle & Semi - Truck.....	\$ 19.93	7.39

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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](http://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)).

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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.

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#### 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**



### 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 1(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 1(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 1010, 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.

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**(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.

### 1. Wages and Salaries

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

The rates of pay set forth within the Contract Documents are the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

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 an 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 [http://www.hud.gov/offices/enforce/compliance\\_faq.cfm](http://www.hud.gov/offices/enforce/compliance_faq.cfm)

#### 5. Conflict of Interest

No employee, officer or agent of the Town of Manchester or subgrantee, shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above

has a financial or other interest in the firm selected for award. The Town's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

#### 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.

#### 10. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

#### 11. Section 3 Compliance

Compliance with Section 3 is required for all contracts and subcontracts in excess of \$100,000. Contractors and subcontractors that receive HUD assistance below the \$100,000 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.

#### 12. 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).



# 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](mailto: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](http://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](http://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](http://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](mailto: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.







# 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

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**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

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\_\_\_\_\_  
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 2019 INCOME LIMITS (Effective July 2020)**

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.

<b><u>Family or Household Size</u></b>	<b><u>Low/Moderate Income Limits</u></b> (80% of Area Median <sup>1</sup> )
1 person	\$54,950
2 persons	\$62,800
3 persons	\$70,650
4 persons	\$78,500
5 persons	\$84,800
6 persons	\$91,100
7 persons	\$97,350
8 persons	\$103,650

**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.

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<sup>1</sup> FY 2020 Area Median Income = \$97,400 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: \_\_\_\_\_

	<b>Total Employees Required</b>	<b>Section 3 Goal</b>	<b>Number of New Hires/ Trainees</b>	<b>Number of Section 3 New Hires/Trainees</b>
<b>Other</b>				
<b>Skilled</b>				
<b>Semi-Skilled</b>				
<b>Skilled Trainees</b>				
<b>Unskilled Trainees</b>				
<b>Semi-Skilled Trainees</b>				
<b>Professional &amp; Admin.</b>				
<b>Clerical</b>				
<b>Apprentices</b>				

*\* 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.*

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.



## 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.

**APPENDIX “G”**

**LIST OF LUMINAIRES  
AND MAP OF WORK AREA**



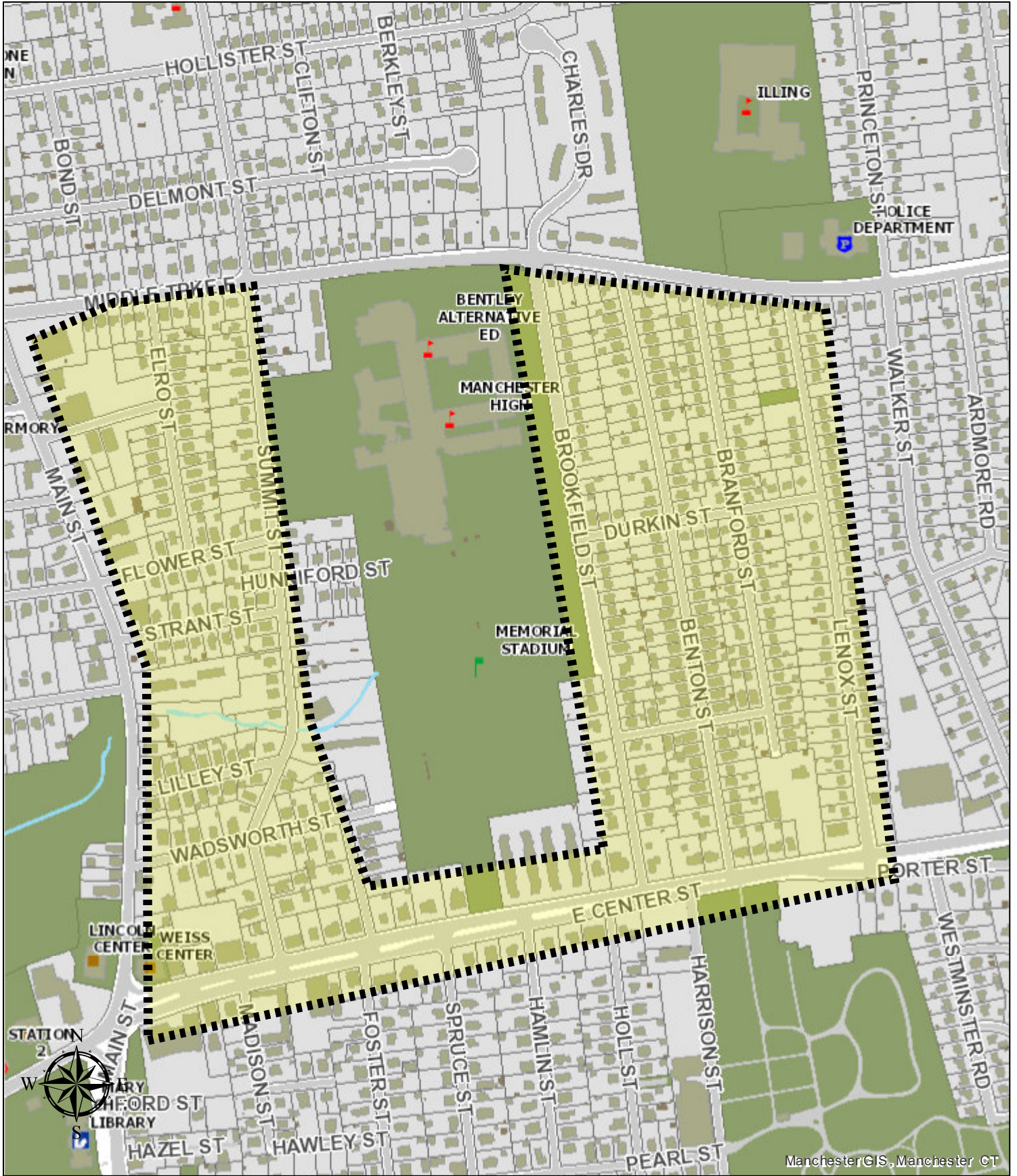
<b>STREET</b>	<b>POLE NO.</b>	<b>PROPOSED FIXTURE</b>
BENTON ST	H00929	40 WATT LED
BENTON ST	H00931	40 WATT LED
BENTON ST	H00934	40 WATT LED
BENTON ST	H00937	40 WATT LED
BENTON ST	H00940	40 WATT LED
BENTON ST	H00942	40 WATT LED
BENTON ST	H00944	40 WATT LED
BENTON ST	H00946	40 WATT LED
BENTON ST	H00948	40 WATT LED
BENTON ST	H00951	40 WATT LED
BRANFORD ST	H01142	40 WATT LED
BRANFORD ST	H01145	40 WATT LED
BRANFORD ST	H01148	40 WATT LED
BRANFORD ST	H01150	40 WATT LED
BRANFORD ST	H01153	40 WATT LED
BRANFORD ST	H01156	40 WATT LED
DURKIN ST	H01883	40 WATT LED
DURKIN ST	H01885	40 WATT LED
EDWARDS ST	S03065	40 WATT LED
EDWARDS ST	S03066	40 WATT LED
EDWARDS ST	S03068	40 WATT LED
EDWARDS ST	S03071	40 WATT LED
ELRO ST	H02063	40 WATT LED
ELRO ST	H02064	40 WATT LED
ELRO ST	H02067	40 WATT LED
ELRO ST	H02069	40 WATT LED
ELRO ST	H02071	40 WATT LED
FLOWER ST	H02234	40 WATT LED
FLOWER ST	H02236	40 WATT LED
FLOWER ST	H02238	40 WATT LED
GOLWAY ST	S03108	40 WATT LED
GOLWAY ST	S04937	40 WATT LED
HUNTINGTON ST	5059	40 WATT LED
JEFFERSON ST	H07202	40 WATT LED
JEFFERSON ST	H07203	40 WATT LED
JEFFERSON ST	H07204	40 WATT LED
JEFFERSON ST	H08897	40 WATT LED
KENWOOD DR	S04499	40 WATT LED
KENWOOD DR	S04501	40 WATT LED
KERRY ST	S03482	40 WATT LED
LENOX ST	H02706	40 WATT LED
LENOX ST	H02708	40 WATT LED
LENOX ST	H02710	40 WATT LED
LENOX ST	H02713	40 WATT LED
LENOX ST	H02715	40 WATT LED
LENOX ST	H02717	40 WATT LED
LENOX ST	H02719	40 WATT LED

<b>STREET</b>	<b>POLE NO.</b>	<b>PROPOSED FIXTURE</b>
LENOX ST	H05431	40 WATT LED
LILLEY ST	H02745	40 WATT LED
LILLEY ST	H02747	40 WATT LED
MILL ST	S03621	40 WATT LED
MILL ST	S03625	40 WATT LED
MILL ST	S03628	40 WATT LED
MILL ST	S03630	40 WATT LED
NORTH ST	S03632	40 WATT LED
NORTH ST	S03635	40 WATT LED
NORTH ST	S03637	40 WATT LED
NORTH ST	S03640	40 WATT LED
NORTH ST	S00881	40 WATT LED
NORTH ST	S00883	40 WATT LED
OAKLAND TER	S02204	40 WATT LED
OAKLAND TER	S03714	40 WATT LED
RACHEL RD	H07047	40 WATT LED
RACHEL RD	H07049	40 WATT LED
RACHEL RD	H07051	40 WATT LED
RACHEL RD	H07053	40 WATT LED
RACHEL RD	H07055	40 WATT LED
RACHEL RD	H07057	40 WATT LED
RACHEL RD	H07059	40 WATT LED
UNION PL	S04022	40 WATT LED
WADSWORTH ST	H04263	40 WATT LED
WADSWORTH ST	H04265	40 WATT LED
WADSWORTH ST	H04268	40 WATT LED
WADSWORTH ST	H04269	40 WATT LED
BROOKFIELD ST	H01173	70 WATT LED
BROOKFIELD ST	H01176	70 WATT LED
BROOKFIELD ST	H01179	70 WATT LED
BROOKFIELD ST	H01181	70 WATT LED
BROOKFIELD ST	H01183	70 WATT LED
BROOKFIELD ST	H01185	70 WATT LED
BROOKFIELD ST	H01187	70 WATT LED
BROOKFIELD ST	H01188	70 WATT LED
BROOKFIELD ST	H01190	70 WATT LED
BROOKFIELD ST	H01192	70 WATT LED
BROOKFIELD ST	H01194	70 WATT LED
BROOKFIELD ST	H01196	70 WATT LED
BROOKFIELD ST	H06585	70 WATT LED
N SCHOOL ST	S03686	70 WATT LED
N SCHOOL ST	S03689	70 WATT LED
N SCHOOL ST	S03689	70 WATT LED
N SCHOOL ST	S03691	70 WATT LED
N SCHOOL ST	S03693	70 WATT LED
N SCHOOL ST	S03695	70 WATT LED
N SCHOOL ST	S03696	70 WATT LED

<b>STREET</b>	<b>POLE NO.</b>	<b>PROPOSED FIXTURE</b>
N SCHOOL ST	S03697	70 WATT LED
N SCHOOL ST	S03698	70 WATT LED
N SCHOOL ST	S03701	70 WATT LED
N SCHOOL ST	S04518	70 WATT LED
N SCHOOL ST	H06830	70 WATT LED
SUMMIT ST	S04086	70 WATT LED
SUMMIT ST	S04311	70 WATT LED
SUMMIT ST	S04313	70 WATT LED
SUMMIT ST	S04316	70 WATT LED
SUMMIT ST	S04318	70 WATT LED
SUMMIT ST	S04321	70 WATT LED
SUMMIT ST	S04324	70 WATT LED
SUMMIT ST	S04326	70 WATT LED
SUMMIT ST	S04328	70 WATT LED
SUMMIT ST	H05115	70 WATT LED
SUMMIT ST	H05117	70 WATT LED
SUMMIT ST	H05121	70 WATT LED
SUMMIT ST	H05123	70 WATT LED
SUMMIT ST	H05126	70 WATT LED
SUMMIT ST	H05129	70 WATT LED
SUMMIT ST	H05133	70 WATT LED
SUMMIT ST	H05135	70 WATT LED
SUMMIT ST	H05138	70 WATT LED
SUMMIT ST	H05141	70 WATT LED
SUMMIT ST	H05143	70 WATT LED
PARKER ST	S04271	130 WATT LED
PARKER ST	S04272	130 WATT LED
PARKER ST	S04273	130 WATT LED
PARKER ST	S04274	130 WATT LED
PARKER ST	S04275	130 WATT LED
PARKER ST	S04276	130 WATT LED
PARKER ST	S04277	130 WATT LED
PARKER ST	S04278	130 WATT LED
PARKER ST	S04279	130 WATT LED
PARKER ST	S04280	130 WATT LED
PARKER ST	S04281	130 WATT LED
PARKER ST	S04282	130 WATT LED
PARKER ST	S04283	130 WATT LED
PARKER ST	S04284	130 WATT LED
PARKER ST	S04285	130 WATT LED
PARKER ST	S04286	130 WATT LED
PARKER ST	S04288	130 WATT LED
PARKER ST	S04289	130 WATT LED
PARKER ST	S04290	130 WATT LED
PARKER ST	S04291	130 WATT LED
PARKER ST	S04292	130 WATT LED
PARKER ST	S04293	130 WATT LED

<b>STREET</b>	<b>POLE NO.</b>	<b>PROPOSED FIXTURE</b>
PARKER ST	S04294	130 WATT LED
PARKER ST	S04295	130 WATT LED
PARKER ST	S04296	130 WATT LED
PARKER ST	S04297	130 WATT LED
PARKER ST	S04298	130 WATT LED
PARKER ST	S04299	130 WATT LED
PARKER ST	S04300	130 WATT LED
PARKER ST	S04301	130 WATT LED
E CENTER ST	H01887	130 WATT LED
E CENTER ST	H01889	130 WATT LED
E CENTER ST	H01890	130 WATT LED
E CENTER ST	H01894	130 WATT LED
E CENTER ST	H01895	130 WATT LED
E CENTER ST	H01896	130 WATT LED
E CENTER ST	H01898	130 WATT LED
E CENTER ST	H01899	130 WATT LED
E CENTER ST	H01900	130 WATT LED
E CENTER ST	H01903	130 WATT LED
E CENTER ST	H01904	130 WATT LED
E CENTER ST	H01906	130 WATT LED
E CENTER ST	H01907	130 WATT LED
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E CENTER ST	H01908	130 WATT LED
E CENTER ST	H01909	130 WATT LED
E CENTER ST	H01910	130 WATT LED
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E CENTER ST	H01929	130 WATT LED
E CENTER ST	H01932	130 WATT LED
E CENTER ST	H01933	130 WATT LED
E CENTER ST	H01934	130 WATT LED
E CENTER ST	H01936	130 WATT LED
E CENTER ST	H01937	130 WATT LED
E CENTER ST	H01941	130 WATT LED

# High School Neighborhood



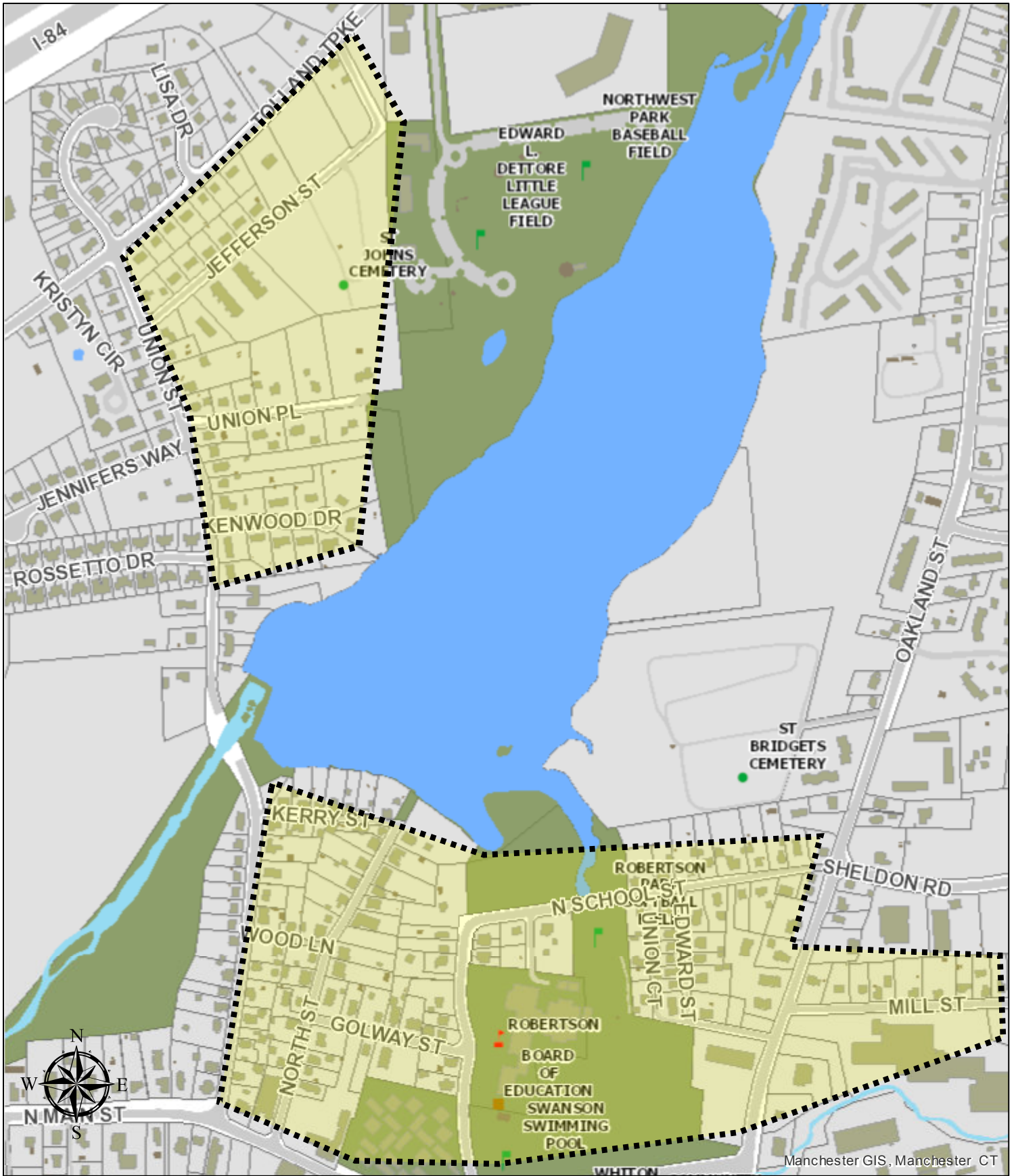
DISCLAIMER: This map is compiled from other maps, deeds, dimensions and other sources of information. Not to be construed as accurate surveys and subject to final changes as a more accurate survey may disclose. NOTES: Original planimetric and topographic data were compiled by stereophotogrammetric methods from photography dated April 1999 in accordance with ASPR accuracy standards for 1 inch = 40ft large scale Class I mapping. The updating of the GIS data is performed by the GIS/Maps & Records Unit on a continual basis utilizing the best and most appropriate sources available.

1 inch = 500 feet

Date: 11/5/2020

Author:

# Robertson Neighborhood (1 of 2)



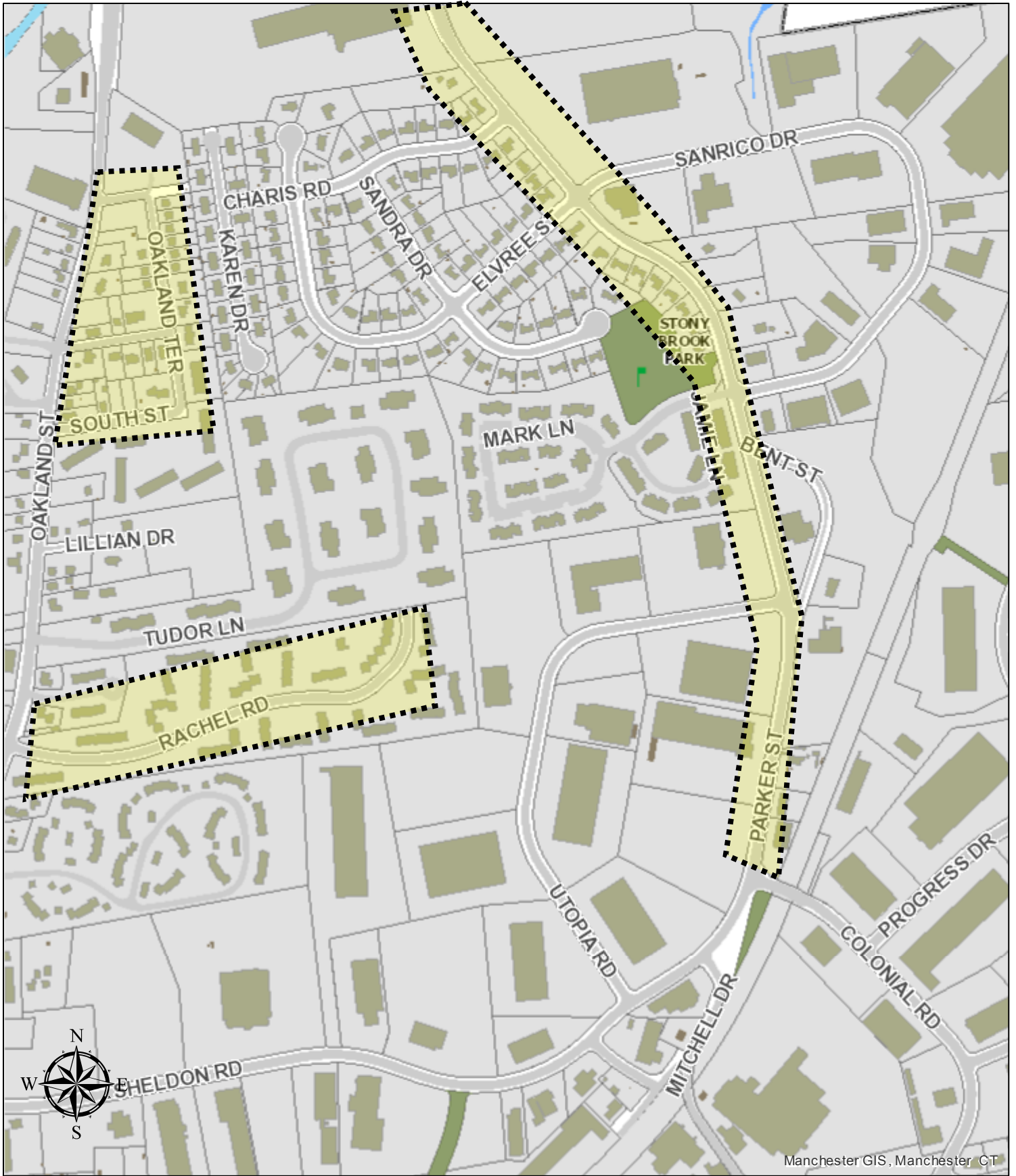
DISCLAIMER: This map is compiled from other maps, deeds, dimensions and other sources of information. Not to be construed as accurate surveys and subject to final changes as a more accurate survey may disclose. NOTES: Original planimetric and topographic data were compiled by stereophotogrammetric methods from photography dated April 1999 in accordance with ASPR accuracy standards for 1 inch = 40 ft large scale Class I mapping. The updating of the GIS data is performed by the GIS/Maps & Records Unit on a continual basis utilizing the best and most appropriate sources available.

1 inch = 500 feet

Date: 11/5/2020

Author:

# Robertson Neighborhood (2 of 2)



Manchester GIS, Manchester CT



DISCLAIMER: This map is compiled from other maps, deeds, dimensions and other sources of information. Not to be construed as accurate surveys and subject to final changes as a more accurate survey may disclose. NOTES: Original planimetric and topographic data were compiled by stereophotogrammetric methods from photography dated April 1999 in accordance with ASPR accuracy standards for 1 inch = 40 ft large scale Class I mapping. The updating of the GIS data is performed by the GIS/Maps & Records Unit on a continual basis utilizing the best and most appropriate sources available.

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Date: 11/5/2020

Author: