

102-17

**INVITATION FOR CONSTRUCTION****PROJECT: PM 2016-2 BITUMINOUS CONCRETE PERMANENT PAVEMENT REPAIRS**

Sealed bids will be received at the Office of the City Clerk of the City of Norwalk, at City Hall, 125 East Avenue, PO Box 5125, Norwalk, Connecticut 06856-5125, for **PM 2016- 2 BITUMINOUS CONCRETE PERMANENT PAVEMENT REPAIRS**, until **2:00PM** on **Tuesday , March 29, 2016**, at which time and place said bids will be opened publicly and read aloud.

The information for Bidders, Proposal, Form of Contract, Plans and Specifications may be examined at the Office of the Director of Public Works, 125 East Avenue, Norwalk, Connecticut. In order to avoid alterations, corrections, or erasure, two (2) proposals will be issued to each bidder. Only one unaltered proposal will be submitted to the Office of the City Clerk. The Plans and a "bid package" containing the Invitation, Labor Rates, Proposal, and Special Specifications and Notes and General Specifications can be obtained upon payment of **\$50.00**. The \$50 fee is not refundable. All questions pertaining to this bid shall be directed to the Department of Public Works to the attention of Drew Berndlmaier, via e-mail to [DBerndlmaier@Norwalkct.org](mailto:DBerndlmaier@Norwalkct.org) or via telephone to 203.854.7879.

**This project includes, but is not limited to providing all labor, materials, supervision, etc for the City's annual permanent pavement repair contract. The awarded bidder is also responsible for most incidentals related to this work, such as traffic control, some concrete sidewalk, driveway or curb replacement, resetting structures if necessary, etc.**

The minimum prevailing wage rates to be paid for labor of the various classifications shall be in accordance with prevailing State and/or Federal Wage Rates, Schedules provided within the Contract Documents. See Special Notes for further information.

All bidders are required to inform themselves fully regarding all conditions impacting the construction of the Project described herein. This responsibility shall include carefully examining plans, specifications and all other requirements for the project, including the contract documents, as well as personally examining and inspecting the location of the project and all conditions impacting the work to be performed, together with the local sources of labor, supplies and materials. Each bidder must understand the conditions impacting the required performance of the work. All claims of any misunderstanding or lack of information regarding any of the foregoing shall be waived as a result of the responsibilities hereunder.

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

All bids **must** include the following documentation:

- A certified check or bid bond in the amount of 15% of the total bid amount. All checks and Bonds posted will be returned to unsuccessful bidders upon award of the Contract.
- Bidders Qualification Statement – signed and notarized on behalf of the bidder(**Form Included in Proposal Pages**)
- A sworn statement/affidavit on behalf of the bidder certifying that the bidder has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract to be awarded. (**part of bid proposal form**)

Out of State Contractors will be required to provide proof of complying with Connecticut Department of Revenue Services Form AU-766 (**See Special Notes and Appendix Exhibit 1**) prior to contract signing.

The successful bidder will be required to furnish a performance bond, and a labor and materials bond for the amount of the total bid prior to signing a contract. A certified check cannot be substituted for either bond. The City of Norwalk reserves the right to alter quantities and to accept or reject any or all bids or any portion of any bids, for any or no reason, including unavailability of appropriated funds, as it may deem to be in its best interests.

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.

THE CITY OF NORWALK  
DEPARTMENT OF PUBLIC WORKS  
125 EAST AVENUE  
NORWALK, CONNECTICUT 06851  
203-854-7791

PROJECT: **PM 2016-2 BITUMINOUS CONCRETE  
PERMANENT PAVEMENT REPAIRS**

BID OPENING: **Tuesday  
March 29, 2016  
2:00 P.M.**

THE ATTACHED BIDDING DOCUMENTS ARE TO BE RETURNED WITH YOUR BID

SEALED BIDS ARE TO BE SUBMITTED TO THE OFFICE OF THE CITY CLERK OF THE CITY OF NORWALK, ROOM 236, 125 EAST AVENUE, PO BOX 5125, NORWALK, CT 06856-5125. BIDS ARE TO BE CLEARLY LABELED WITH CONTRACTOR'S NAME AND TITLE OF BID.

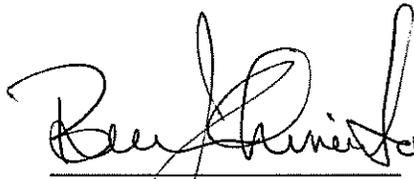
ANY QUESTIONS RELATIVE TO THIS BID SHALL BE DIRECTED TO THE DEPARTMENT OF PUBLIC WORKS, PHONE NO. 1-203-854-7879.

APPROVED:



Elisabeth O. Burns, PE  
Principal Engineer  
P.E. No. 22233

Date: 3/7/16



Bruce J. Climento, PE  
Director of Public Works  
P.E. No. 10336

Date: 3/8/16



THE CITY OF NORWALK  
DEPARTMENT OF PUBLIC WORKS  
125 EAST AVENUE  
NORWALK, CONNECTICUT 06851  
203-854-7791

**PROJECT: PM 2016-2 BITUMINOUS CONCRETE  
PERMANENT PAVEMENT REPAIRS**

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The successful bidder will be required to furnish a performance bond, and a labor and materials bond for the amount of the total bid prior to signing a contract. A certified check cannot be substituted for either bond. The City of Norwalk reserves the right to alter quantities and to accept or reject any or all bids or any portion of any bids, for any or no reason, including unavailability of appropriated funds, as it may deem to be in its best interests.

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.

  
 \_\_\_\_\_  
 Donna King, City Clerk

Irene Dixon, Assistant City Clerk



ITEMIZED PROPOSAL

For Constructing

**PROJECT: PM 2016-2 BITUMINOUS CONCRETE PERMANENT PAVEMENT REPAIRS**

The Work Proposed Herein Must be Completed by November 1<sup>st</sup>, 2016.

Honorable Mayor and  
Members of the Common Council  
of the City of Norwalk, Connecticut

Gentlemen:

In submitting this bid the undersigned declares that he and the entity on behalf of which this bid is made is or they are the only person or persons interested in the said bid; that the bid is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City, or any person in the employ of the City is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he has, either for himself or on behalf of the entity he represents carefully examined the plans, specifications, and form of contract, for this project has personally inspected the actual location of the work together with the local sources of supply, and is satisfied as to all the quantities and conditions, and understands that in signing this proposal he or the entity that he represents waives all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvements of the aforementioned Project, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The values and costs submitted in this proposal shall include the value of all work included in the plans and specifications including, specifically, all work that may be performed by subcontractors.

The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work and for use in the computation of the value or the work performed for monthly estimates.

Every proposal must be accompanied by a certified check or bank cashier's check or bid bond payable to the City of Norwalk in the amount of fifteen (15) percent of the bid.



Project Number: PM2016-2

Project Name: BITUMINOUS CONCRETE PERMANENT PAVEMENT REPAIRS

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
304.0000	60.00	PROCESSED AGGREGATE BASE _____ _____ <i>per</i> CUBIC YARD	_____	_____
403.0100	380.00	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) _____ _____ <i>per</i> SQUARE YARDS	_____	_____
403.0200	510.00	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) _____ _____ <i>per</i> SQUARE YARDS	_____	_____
403.0300	650.00	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) _____ _____ <i>per</i> SQUARE YARDS	_____	_____
403.0400	1,950.00	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL STREET) _____ _____ <i>per</i> SQUARE YARDS	_____	_____
403.0500	30.00	ASPHALT PLUGS _____ _____ <i>per</i> EACH	_____	_____
406.0320	610.00	MILL FULL LANE 1.5" (40-200 LF) _____ _____ <i>per</i> SQUARE YARDS	_____	_____

CONTRACTOR'S NAME: \_\_\_\_\_

PROPOSAL Page 1 of 4



Project Number: PM2016-2

Project Name: BITUMINOUS CONCRETE PERMANENT PAVEMENT REPAIRS

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
406.0330	770.00	MILL FULL LANE 1.5" (>200 LF) _____ _____ <i>per</i> SQUARE YARDS	_____	_____
406.4000	55.00	1.5" OVERLAY FULL LANE (40-200 LF) _____ _____ <i>per</i> TONS	_____	_____
406.4100	70.00	1.5" OVERLAY FULL LANE (>200 LF) _____ _____ <i>per</i> TONS	_____	_____
507.0400	2.00	RESET MANHOLE _____ _____ <i>per</i> EACH	_____	_____
507.0500	2.00	RESET CATCH BASIN _____ _____ <i>per</i> EACH	_____	_____
507.1100	4.00	RECONSTRUCT CATCH BASIN _____ _____ <i>per</i> VERTICAL FEET	_____	_____
507.1310	32.00	RESET UTILITY GATES _____ _____ <i>per</i> EACH	_____	_____
811.0000	120.00	CONCRETE CURBING _____ _____ <i>per</i> LINEAR FEET	_____	_____

CONTRACTOR'S NAME: \_\_\_\_\_

PROPOSAL Page 2 of 4



Project Number: PM2016-2

Project Name: BITUMINOUS CONCRETE PERMANENT PAVEMENT REPAIRS

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
815.0000	200.00	BITUMINOUS CONCRETE LIP CURBING  per LINEAR FEET		
921.0100	1,650.00	CONCRETE SIDEWALK  per SQUARE FEET		
921.0170	8.00	HANDICAP RAMPS (ADA COMPLIANT)  per SQUARE FEET		
921.0200	80.00	CONCRETE DRIVEWAY  per SQUARE FEET		
921.0210	30.00	RELAY PRECAST CONCRETE PAVER SIDEWALK  per SQUARE FEET		
922.0100	50.00	2" BITUMINOUS CONCRETE SIDEWALK  per SQUARE YARDS		
922.0200	70.00	BITUMINOUS CONCRETE DRIVEWAY  per SQUARE YARDS		

CONTRACTOR'S NAME: \_\_\_\_\_

PROPOSAL Page 3 of 4



Project Number: PM2016-2

Project Name: BITUMINOUS CONCRETE PERMANENT PAVEMENT REPAIRS

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
944.0000	5.00	FURNISHING AND PLACING OF TOPSOIL, 6" THICK <hr/> <hr/> <i>per</i> CUBIC YARD		
945.0000	50.00	FERTILIZING, SEEDING AND MULCHING <hr/> <hr/> <i>per</i> SQUARE YARDS		
949.0020	50.00	FLEXI-PAVE PAVEMENT <hr/> <hr/> <i>per</i> SQUARE FEET		
975.0000	1.00	MOBILIZATION (MAXIMUM 3% OF TOTAL BID) <hr/> <hr/> <i>per</i> LUMP SUM		
1111.5100	150.00	LOOP VEHICLE DETECTOR SAW CUT <hr/> <hr/> <i>per</i> LINEAR FEET		
			\$	

**TOTAL IN GROSS SUM WRITTEN IN WORDS**

CONTRACTOR'S NAME: \_\_\_\_\_

PROPOSAL Page 4 of 4



Accompanying this proposal is a certified check or bank cashier's check or bid bond payable to the City of Norwalk in the amount of \$\_\_\_\_\_. In case this proposal shall be accepted by the City of Norwalk, and the undersigned shall fail to execute the contract, the monies represented by such certified check or bank cashier's check or bid bond shall be regarded as liquidated damages and shall be forfeited and become the property of the City of Norwalk. Said checks or bid bonds shall be returned to the unsuccessful bidders upon the Award of Contract.

When work is required in which no specific payment item is listed in the Proposal Form the cost of such work shall be included in the unit prices bid.

All unit prices, lump sums, etc. listed in the bid proposal are firm and not subject to change for one hundred twenty (120) days from the day bids are opened.

Within ten calendar days from the date of a notice of acceptance of this proposal, the undersigned agrees to execute the Contract and to furnish to the City a satisfactory "Faithful Performance Bond" and Labor and Material Bond" in the amount of 100% of the contract price.

All work to be performed under the Contract shall be completed within the time stated in the Agreement for the project or within such extended time for completion as may be granted by the Director.

As a condition of the contract award, the successful bidder shall provide proof, from the Connecticut Secretary of State's office, of its current authorization to do business in Connecticut. All Connecticut corporations must provide a Certificate of Good Standing from the Secretary of State's Office. All foreign (out of State) corporations shall provide a valid license to do business in Connecticut, in the form of a current Certificate of Authority from the Secretary of State's office and evidence of compliance with the bond requirements of the Connecticut Department of Revenue Services. These documents must be presented within thirty (30) days from the date of the bid opening.

Bidder acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this bid.

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

COMPANY NAME (BIDDER): \_\_\_\_\_

Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: Area Code ( \_\_\_\_\_ ) \_\_\_\_\_



**STATEMENT OF NON-COLLUSION**

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bidder each party certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

- A.) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B.) Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- C.) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

I hereby sign this document acting within my authority as a duly authorized representative of the named bidder. By signing below I certify, affirm and acknowledge that the information set forth in this document is true, accurate and complete to the best of my information and knowledge.

Signature of Bidder: \_\_\_\_\_ Dated: \_\_\_\_\_

**Note: The Bidders signature must be notarized to be a responsive Bid!**

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

**Name and Addresses of Members of the Firm:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## BIDDER'S QUALIFICATION STATEMENT

The Bidder is required to submit the following information at the time of bid.

Name of Project submitted for: \_\_\_\_\_

1. How many years has your organization been in business as a general contractor: \_\_\_\_\_

2. How many years has your organization been in business under its present name? \_\_\_\_\_

a. If applicable, under what other names has your organization operated?

i. \_\_\_\_\_

ii. \_\_\_\_\_

iii. \_\_\_\_\_

3. If a corporation, please answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice-President's Name(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

d. Secretary's Name: \_\_\_\_\_

e. Treasurer's Name \_\_\_\_\_

4. If a partnership, please answer the following:

a. Date of Organization: \_\_\_\_\_

b. State type of partnership: \_\_\_\_\_

c. Name(s) of general partner(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. If your organization is individually owned, please answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name of Owner: \_\_\_\_\_

6. If the form of your organization is other than those listed above, please describe and name the principals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. List the categories of work that your organization normally performs with its own forces:

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8. Have you ever failed to complete any work awarded to you? If so, note when, where and why:

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9. Are you presently involved in any litigation or arbitration over existing contracts or work? If so, note when, where and why:

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10. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization that has failed to complete a construction contract? If so, note when, where and why.

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11. Attach a separate sheet, listing the major projects that your organization has completed in the past five (5) years, giving the name of project, owner, designer, contract amount, date of completion and percentage of work performed by your organization.

12. Attach a separate sheet, listing the total worth of work in progress and under contract, giving the name of project, owner, designer, contract amount, percent complete and scheduled completion date.

13. Attach a separate sheet, listing the construction experience and present commitment of the key individuals of your organization.

14. Trade References:

15. Bank References:

16. Name of Bonding Company and name and address of agent:

17. **Is NOT required at the time of Bid, but must be made available upon request.** Attach Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and material and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries, accrued payroll taxes)

Other Liabilities: (Capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings)

Name and address of firm preparing attached financial statement and date thereof:



The undersigned certifies under oath that the information is true and sufficiently complete so as not to be misleading.

Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

Title: \_\_\_\_\_

M \_\_\_\_\_ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.



Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**CITY OF NORWALK PROJECT No. PM 2016-2  
BITUMINOUS CONCRETE PERMANENT PAVEMENT REPAIRS**

**1. LIQUIDATED DAMAGES**

For each calendar day that any work remains uncompleted after the date specified for the completion of the work provided in the Contract, the amount of **ONE HUNDRED DOLLARS (\$100.00)** per calendar day will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided, however, that due account shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the specifications.

**2. SCHEDULE**

The contractor shall schedule his work so that constant reasonable progress is made. Percentage of work completed should at least match the percentage of construction season months expired within the contract time frame. For example, if there are nine (9) months in which the local asphalt plants are open before the date of completion, then thirty-three percent (33% or 3/9) of the work should be completed after three (3) of those months have passed. Failure to meet this requirement in schedule will constitute an assessment of liquidated damages noted above until in compliance with this schedule requirement.

**3. SCOPE OF WORK**

The work for this contract will include pavement repairs in various places throughout the City of Norwalk. These areas are places where pavement has been cut to access utilities etc. The patched areas now require permanent pavement repair. The exact list of known locations are provided within these documents. The City may add or eliminate locations depending on the availability of funds or if it is determined that some locations are scheduled for re-paving. The City does not guarantee a minimum amount of work on any particular road.

**4. OTHER CONTRACTORS**

The Contractor is hereby notified that from time to time there may be other contractors (i.e. - those employed by utility companies in relocating services) that require access within the construction site and are required to perform their own work while the awarded Contractor of this project is in possession of the site. Owing to the circumstances of this project, this is unavoidable and the Contractor is notified that his cooperation is required. Regular meetings will be held with all parties requiring such access and every effort will be made to avoid disruption to critical activities.

**5. SPECIALTY ITEMS**

The Department has designated the following Item(s) as "Specialty Items":

Item 1111.51                                      Saw cut and Install Loop Detector

**6. ENCROACHMENT INFORMATION**

Under the Norwalk Code, unless otherwise noted in a permit, the Department assumes the responsibility for the permanent restoration of bituminous concrete pavements within City maintained streets damaged through a permit issued excavation for the installation, maintenance or repair of a utility service.

The contract shall remain in effect until **November 1, 2016** and during the term of the Agreement; the successful bidder shall be responsible for the permanent restoration of bituminous concrete pavements caused by road encroachments under permit to the Department within the designated area of the City.

It is the intent of the Department to schedule the work in such a fashion to maximize efficiency of the contractor's operations. It is anticipated that any proposed changes to the list of locations will be given to the Contractor as early into the contract as possible and a mutually agreed upon work schedule will be established. If it is discovered at any time during the contract that a particular location is in such deplorable condition as to require immediate attention for the safety of the public, the City may require such a location to take priority and be done the next workable weekday.

At the completion of winter and soon after the opening of the bituminous concrete plants, the Contractor shall be required to initiate restoration on all outstanding permanent pavement repairs not completed prior to the winter season. Please be aware of potential liquidated damages before postponing any work past the completion date.

**7. MATERIAL SUBSTITUTION**

At the option of the Engineer the following items may be amended from three classes of asphalt as specified in the bid documents to one or two classes of asphalt:

- Item 403.03 - Collector Street
- Item 403.02 - Minor Arterial
- Item 403.01 - Major Arterial

This option rests solely with the Engineer who shall determine the classes to be used. The proposed thickness of the road will remain the same and the thickness of each lift will depend upon the asphalt class used. In some circumstances, the city may allow Class I to substitute Class II at its discretion.

The Contractor should make no assumption that any such changes will be made.

**8. DE-MOBILIZATION OR RE-MOBILIZATION**

The Contractor is supplied with a list (within these bid documents) directing them to patch various roads within each section of Norwalk. At the completion of the list the City may choose to compile another list of patches based on the amount of funds remaining in the contract. There will be no payments by the City for de-mobilization or re-mobilization.

**9. ITEM 304.00 PROCESSED AGGREGATE BASE**

If it becomes necessary to replace unsuitable material or substitute material due to excess thickness of existing pavement, the Contractor may elect to use either processed aggregate base or asphalt. If the circumstances warrant additional material, the process or asphalt will be paid for at the contract unit price per cubic yard for Processed Aggregate Base, measured complete and in place. **It is not uncommon for existing temporary patches to be thicker than expected** (e.g. if a settled trench is addressed by repeatedly adding more asphalt to the top, the final asphalt thickness could be several inches thicker than the original patch).

**10. State's Bituminous Concrete Specification: M.04 and 4.06 (avail online)**

These specifications are available online. They are referenced here for the purpose of identifying paving materials and their required properties. They also determine the conditions under which these materials may be placed. There will be no separate payment for these items. Measurement and payment for the placement of bituminous concrete is included within other contract bid items (Items 403 and 406). Alternate equipment or means/methods of placement may be proposed, however, they **MUST** be proposed to and approved by the Engineer. Without such a proposal, it is assumed that the Contractor intends to meet this specification for any bituminous concrete placed.

**11. MAINTENANCE AND PROTECTION OF TRAFFIC**

There is no separate payment for Maintenance and Protection of Traffic. The attached specification for this work must be adhered to and the cost of accomplishing it factored into other bid items.

**12. NON – RESIDENT CONTRACTORS (Connecticut General Statutes 12-430-7)**

A non-resident contractor entering into a contract under which tangible personal property will be consumed or used in Connecticut must deposit with the Commissioner of Revenue Services:

1. 5% of the total contract price, or

2. Must post a guarantee bond in the same amount to secure payment of CT taxes.

The term Non Resident Contractor is defined as a contractor without a permanent place of business in this state. Such a place of business means an office continuously maintained, occupied and used by such contractor's employees regularly in attendance to carry on such contractor's business in the contractor's own name. An office maintained, occupied and used by a contractor only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a contractor will not be considered a permanent place of business of the contractor.

Form AU -766 Guarantee Bond has been included in the Appendix.

### **13. LABOR AND EMPLOYMENT REGULATIONS**

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this contract and each subcontract hereunder insofar as this Contract or any such subcontract concerns a public works project, including, but not limited to, construction, remodeling, or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed.

In the employment of mechanics, laborers or workmen to perform the work specified herein, preferences shall be given to residents of the State who are, and continuously for at least 6 months prior the date hereof have been, residents of this State, and if no such person is available then to residents of other states. Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the Contractor is a party.

The Contractor shall include the foregoing provision in all subcontracts and subagreements entered into pursuant to this Contract or related to this project.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into each contract for work relating to the construction of a public works project where the total cost of all work to be performed in connection with such project is Four Hundred Thousand Dollars (\$400,000) or more, and each contract for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of and public works project where the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000) or more:

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 described in Section 31-53(h) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Norwalk. Any contractor who is not obligated by agreement to make a payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wage the amount of pay or contribution for his classification on each pay day.

In the event that the City determines that any mechanic, laborer, or workman employed by the Contractor or any Subcontractor directly on the site for the work contemplated hereunder has been or is being paid a rate or wages less than that required to be paid, as stated herein, the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work hereunder or such part of the work for which there has been failure to pay the required wages. In the event of such termination, the City may prosecute the work to be completed by contract or otherwise and the Contractor and its sureties shall be liable to the City for all costs incurred thereby in excess of the compensation to be paid under this Contract.

**THE CITY OF NORWALK HAS DETERMINED THAT SHOULD THE TOTAL PRICE BID FOR THIS PROJECT BE GREATER THAN \$100,000, CT. PREVAILING WAGE RATES WOULD APPLY. The higher value of either, for a particular trade, shall be paid as a minimum.**

Prevailing wage rates, have been included in the "Appendix" section of this specification

**14. ITEM 403.05 ASPHALT PLUGS**

There is an item for asphalt plugs in this contract. The purpose is to fill test holes, associated with the same permit, that fall outside of the designated cut and patch area. These materials must be installed per the manufacturer's recommendations. The material must be an approved equivalent to 'Plug-R' (see spec sheet within contract documents). The Contractor should have on hand some sand or stone dust to try and fill the hole up to 3" below the road surface. The City will not request more than 150in<sup>3</sup> of material for each hole (assumes a 2" hole, 4 feet deep).

**15. ITEMS 406.4 AND 406.03 MILL & OVERLAY 1.5" FULL LANE WIDTH**

There are some new items to this contract for the purpose of milling and overlaying a full lane width, assuming that a full depth trench repair has already been established. These are proposed at select locations as defined within the Scope of Work. The lane may stop shy of the centerline, depending on the layout of the disturbed area and approval by the Engineer. The Contractor must remove material surrounding structures and reset them, if necessary. A 'full lane' is typically defined as from the centerline to the face of curb. Some exceptions may include if there is a parking lane, bike lane, dividing lane, etc. separating disturbed roadway

limits and the edge of roadway. The actual quantities and limits will be more accurately defined by City staff in the field. One set of these bid items is defined by strips that range from 40' to 200' in length. The other is defined by strips that exceed 200' in length. Each set is separated into a milling item (paid by the SY) and a paving item (paid by the TON). Under these pay items, the milling must be accomplished by a true milling machine (not a skid steer with a milling mount) and the paving done by a paving machine (not placed by hand).

**16. ITEM 507.13 RESET UTILITY GATE**

The Contractor must be certain that any utility gates within the limits of the patch (or sidewalk/driveway) are flush with the surrounding grade. As long as the gate is visible during excavation of an appropriate depth, each gate must be reset to grade (if not already to grade). If the gate box is broken or another slide adapter is needed, the Contractor shall purchase and obtain the necessary materials from a utility approved source. The cost of these materials, if any, shall be included in this bid item price.

**17. SUBSTITUTION OF A SUPERPAVE MIX FOR A MARSHALL MIX**

The Contractor must verify with the City which classifications of Superpave mix are acceptable substitutes for which Marshall mixes, should they propose the alternate mix. For example, Superpave 0.5" Level 2 is generally an acceptable substitute for Marshall Mix Class 1 asphalt.

**18. CONCRETE BEFORE ASPHALT**

Should concrete curbing/sidewalk/aprons require repair or replacement adjacent to a temporary patch, the concrete work **must** be done in advance of the permanent roadway repair. Forms and required compaction along the roadside face of the concrete ensures a minimum of 2' of roadway to be restored after the concrete work is done, which is why it must be completed **before** the roadway repair.

**19. STANDARD DETAIL DRAWINGS**

Please note that Norwalk DPW's Standard Detail Drawings are to take precedence over any discrepancies that might exist in the specifications. The latest version of Standard Detail Drawings (modified 5/15/13) are available along with the standard bid documents. Additional copies are available upon request. For bidding purposes, assume use of Class 2 Bituminous Concrete for sidewalks and driveways.

**20. PRIORITY LOCATIONS**

Due to proposed Mill & Overlay projects or other circumstances, some locations may be identified within the Scope of Work as having a 'Complete By' date. **It is**

imperative that those deadlines, if there are any, are met to accommodate critical schedules!

**21. ESCALATION CLAUSE**

To account for the recent price fluctuations for Bituminous Concrete Pavement, the City has adopted the following "Fuel Price Adjustment" policy. See pages following the Special Notes. **Please note that depending on what the market for liquid asphalt is doing, that it is feasible to have either a decrease or an increase as a result of these calculations! Make sure to negotiate this item with your proposed bituminous concrete supplier prior to submitting your bid!**

**22. ITEMS 921 and 922: SIDEWALKS AND DRIVEWAY APRONS**

Please note the following clarifications in preparation of bids:

The City is specifying **Class 2** for Bituminous Concrete Sidewalks and Driveways versus leaving the Class as optional. Bid prices should reflect the use of Class 2 for such work.

a) Concrete Sidewalks: 5" thick concrete on a 6" thick Processed Aggregate base  
Concrete Driveways: 6" thick concrete on a 6" thick Processed Aggregate base

b) Bit Concrete Walks: 1.5" thick CL 2 on a 6" thick Processed Aggregate base  
Bit Concrete Drive: 2.5" thick CL 2 on a 6" thick Processed Aggregate base

City standard details are available upon request for any other sidewalk/curb clarifications.

**23. HANDICAP RAMPS: ITEM 921.0170**

**Where the Contractor is directed to replace a Handicap Ramp, current ADA requirements are to be met, to the best that existing conditions allow).** Handicap ramps are to be concrete with an approved tactile pad that meets DPW Standard Details. **Handicap ramps will be paid for at the contract unit price per square foot of tactile pad, which price should include the concrete underneath the pad, as well as any other incidental costs related to establishing appropriate slopes, etc necessary to meet the Standard.** Areas outside of the tactile pad will be paid as concrete sidewalk and concrete curb, under those contract unit prices/units.

**24. LOOP DETECTORS**

General locations and sizes of the loop detectors to be installed can be obtained through the Public Works Department. **Exact** locations shall be provided in the field by the City's Signal System Technician after paving (to be scheduled by Contractor prior to installation). The quantities (linear feet) used for the Contract

bid quantities to saw cut and install loop detectors include the homeruns. All work for this item shall be included in and paid for by the linear foot of loop detector saw cut, including the tie in to the loop detector hand hole. The City may determine that the construction specifications for this work, if outdated, will be determined by the State of Connecticut Form 816.

## INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

### A. Minimum Scope and Limits of Insurance:

**Workers' Compensation insurance:** With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.

**Commercial General Liability:** With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage. If the contractor is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of Five Million Dollars (\$5,000,000.00) combined single limit is required.

**Environmental Liability:** If applicable based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation insurance in the amount of Five Million Dollars (\$5,000,000.00) per claim limit and Five Million Dollars (\$5,000,000.00) annual aggregate limit. The policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

**Errors and Omissions/Professional Liability:** With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Contract the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

**"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

**Acceptability of Insurers:** The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

**Subcontractors:** The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

**Aggregate Limits:** Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall

## ESCALATION CLAUSE

### I. FUEL PRICE ADJUSTMENT

To compensate for liquid asphalt market price fluctuation, the following has been established as criteria to determine the adjusted cost per liquid ton:

Whenever the price of liquid asphalt increases or decreases \$5.00 or more per liquid ton (from time of submitting bid to each requisition), the contractor shall submit written documentation to the Engineer to that effect. This provision shall be enforced during the life of the contract. If there is no change in the per liquid ton price of liquid asphalt, or if the price remains within the \$5.00 increment, the contractor must still submit written documentation to the Engineer by the first day of every month. A thirty-day (30) allowance will be permitted against invoices already submitted by the contractor to allow for lead-time in supplier billing.

The City of Norwalk reserves the right to audit supplier cost. In signing this bid, contractors accept and understand the City's rights regarding audit to supplier's costs. In requesting payment, the contractor shall invoice the City of Norwalk for the square yard per road classification. An additional statement on the same invoice form will designate the adjustment, due to liquid asphalt escalation or decrease, based on the following formula:

$$PA (\$/ton) = 0.052 * (b - a)$$

PA – price adjustment

a – base price of asphalt per liquid ton at bid opening

b – latest price per liquid ton at time of making a requisition

For the purpose of this bid, the asphalt base price is the asphalt price that is posted on the CT DOT website as the effective price for the date that is 14 days before the actual bid opening posted. For example, if the Bid Opening is February 23<sup>rd</sup>, then the base price per liquid ton of asphalt, used to calculate escalation, will be that figure with an effective date of February 9<sup>th</sup>. For the purpose of this provision, the quantity of asphalt in the mix shall be computed at 5.2% by weight of applicable hot mix asphalt mixtures. Contractor should submit certified invoice/affidavit from their asphalt supplier.

Adjustment in the contract unit price of Hot Mix Asphalt will be made for each increment increase or decrease of FIVE DOLLARS (\$5.00) or more in the cost per ton of liquid asphalt. Escalation increase or decrease in the per ton cost of liquid asphalt will not be included in determining the low bidder.

The delivery costs for transporting the material from the liquid asphalt supplier to the company producing the HMA shall not be included in any calculations of the base bid liquid asphalt cost of the supplier.

Source: The City of Norwalk is basing its escalation process on the same system provided by the State of Connecticut. For more information, see the State's web site at: <http://www.ct.gov/dot/cwp/view.asp?a=1410&Q=271076>

## II. PRICE ADJUSTMENT HISTORY

The following is a listing of liquid Asphalt Prices for Performance-Graded Binder PG64-28:

Sample:

Posted Date	\$/Standard Ton	Price Adjustment
5/2/2006	\$305.00	\$1.30
4/24/2006	\$305.00	NA
4/17/2006	\$302.50	NA
4/10/2006	\$297.50	NA
4/3/2006	\$280.00	NA

Example:

In this case the Price Adjustment obtained (\$1.30) is based on a period of one month from April 3<sup>rd</sup>, 2006 to May 2<sup>nd</sup>, 2006. Using formula in Section I.:

$$PA = 0.052 * (305.00 - 280.00)$$

$$PA = \$1.30/ton$$

The Price Adjustment is then added to the starting price per ton of HMA (Hot Mix Asphalt) at the time of bid (4/3/2006 in the above example).

## III. BITUMINOUS CONCRETE TYPES

There are three (3) different types of HMA: Class 1, 2 and 4. The amount of HMA for each class differs depending on the type of road to be patched. For further information refer to **ITEM 403 – ROAD ENCROACHMENT BITUMINOUS CONCRETE PERMANENT PAVEMENT REPAIRS.**

## IV. PRICE ADJUSTMENT BASED ON ROAD CLASSIFICATIONS

In order to determine the amount of **tons** per square feet to be used for patches in relation to the area of the patch (in square feet) and thickness (in inches), the following formula should be used:

$$\frac{\text{Area (sf)} * \text{Thickness (in.)}}{153} = \text{Amount of tons}$$

However, to find the amount of tons per square yard for each class, the area in square feet should be converted to one (1) square yard (9 sf = 1 sy).

Using the example from Section II. The following formulas apply for each type of roads:

Local

$$\frac{9 \text{ sf} * 3''}{153} = 0.176 \text{ tons/sy}$$

Collector

$$\frac{9 \text{ sf} * 6''}{153} = 0.353 \text{ tons/sy}$$

Minor Arterial

$$\frac{9 \text{ sf} * 6.5''}{153} = 0.382 \text{ tons/sy}$$

Major Arterial

$$\frac{9 \text{ sf} * 10''}{153} = 0.588 \text{ tons/sy}$$

Example:

Here is an example based on actual historic bid prices.

Assume:

Liquid asphalt is \$280.00/liquid ton at the time of bid (base price).

Cost increases to \$305.00/liquid ton at the time of requisition (latest price).

PA = \$1.30/ton (See Example in Section II.)

Bid

Local: \$65.00/sy      0.176 tons/sy = \$369.32/ton + \$1.30/ton = \$370.62/ton

Collector: \$95.00/sy      0.353 tons/sy = \$269.12/ton + \$1.30/ton = \$270.42/ton

Minor Art: \$100/sy      0.382 tons/sy = \$261.78/ton + \$1.30/ton = \$263.08/ton

Major Art: \$119/sy      0.588 tons/sy = \$202.38/ton + \$1.30/ton = \$203.68/ton

Revised Prices With Escalation

Local:	<b>(\$370.62/ton)(0.176 tons/sy)</b>	=	<b>\$65.23/sy</b>
Collector:	<b>(\$270.42/ton)(0.353 tons/sy)</b>	=	<b>\$95.46/sy</b>
Minor Arterial:	<b>(\$263.08/ton)(0.382 tons/sy)</b>	=	<b>\$100.50/sy</b>
Major Arterial:	<b>(\$203.68/ton)(0.588 tons/sy)</b>	=	<b>\$119.76/sy</b>

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**ITEM 304**

**PROCESSED AGGREGATE BASE**

**DESCRIPTION:**

The base shall consist of a two-course foundation constructed on the prepared subbase in accordance with these specifications and in conformity with the lines, grades, compacted thickness and typical cross-section as shown on the plans.

**MATERIALS:**

All Materials for this work shall conform to the requirements of Articles M.05.01-1, M.05-01-2, and M.05.01-3.

**CONSTRUCTION DETAILS:**

Coarse aggregate shall be either gravel or broken stone at the option of the Contractor. However, only one type of coarse aggregate shall be used on the project unless otherwise permitted by the Engineer.

Prior to placing the bottom coarse of the processed aggregate base, the prepared subbase shall be maintained true to line and grade, at all times, for a minimum distance of 200 feet in advance of the work. In addition, any of the aggregate course shall not be placed more than 500 feet ahead of the compaction and binding operation on that particular course.

The bottom course shall be spread uniformly upon the prepared subbase. Only approved spreaders or stone boxes shall be used. Power graders shall not be used unless otherwise permitted by the Engineer. The thickness of the course shall not be more than 6 inches after compaction, unless otherwise ordered.

After the aggregate is spread, it shall be thoroughly compacted and bound by use of equipment specifically manufactured for that purpose. Rollers shall deliver a ground pressure of not less than 300 pounds per lineal inch of contact width and shall weigh not less than 10 tons. Vibratory units shall have a static weight of not less than 4 tons. Water may be used during the compaction and binding operation. Water shall be applied from an approved watering device. The direction and intensity of the stream shall be as ordered by the Engineer. The compacting and binding operation shall begin at the outside edges, overlapping the shoulders for a distance of not less than 6 inches and progress towards the middle, parallel with the centerline of the pavement. The work shall cover the entire surface of the course with uniform overlapping of each preceding

track or pass. Areas of superelevation and special cross slope shall be compacted by beginning at the lowest edge and proceeding towards the higher edge, unless otherwise directed by the Engineer. The compacting and binding operation shall be continued until the voids in the aggregates have been reduced to provide a firm and uniform surface satisfactory to the Engineer. The amount of compactive effort shall be as directed by the Engineer, but in no case shall be less than four (4) complete passes of the compacting equipment being used. Any surface lines shall be distributed uniformly by use of brooms during the compacting and binding operations. All aggregate shall be completely compacted and bound at the end of each days work or when traffic is to be permitted to operate on the road.

Should the subbase material become churned up or mixed with the bottom course material at any time, the Contractor shall, without additional compensation, remove the mixture. The Contractor shall add new subbase material, if required, and reshape and recompact the subbase in accordance with the requirements of the subbase article in these specifications. New aggregate bottom course material shall be added, compacted and bound as hereinbefore specified, to match the surrounding surface.

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

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

#### MEASUREMENT:

This material shall be measured for payment by the number of cubic yards of processed aggregate base furnished and complete in place, and the work accepted.

#### PAYMENT:

This work will be paid for at the contract unit price per cubic yard for "Processed Aggregate Base", complete in place, which price shall include all materials, tools, equipment and work incidental thereto.

Item No.  
304

Pay Item  
Processed Aggregate Base

Pay Unit  
C.Y.

ITEM 304

PROCESSED AGGREGATE BASE

Page 3 of 3



/

**ITEM 403 ROAD ENCROACHMENT BITUMINOUS CONCRETE**  
**PERMANENT PAVEMENT REPAIRS**

**Description:**

Under this item, the Contractor shall be required to construct bituminous concrete pavement repairs comprised of various courses, depths and at various locations. The Contractor shall be responsible for the permanent restoration of bituminous concrete pavement damaged by a Contractor, working within the curblines of a City maintained street, under an excavation permit issued in compliance with Chapter 96 of the Norwalk Code entitled "Excavation and Encroachment in Pulic Streets and Grounds".

**Materials:**

**Construction:**

**Excavation and Placement of Bituminous Concrete**

At a date determined by the Engineer, dependent mostly upon the date of placement of base and the amount of settlement, the permanent pavement repair shall be placed as follows:

The edges of the excavation shall be saw cut vertically one foot beyond the edge of the existing area of excavation. The Contractor shall prepare the excavated area to receive a sufficient depth of bituminous concrete to the appropriate thicknesses based on the classification of the individual road or street.

The maximum uncompacted thickness to be placed per course shall be as follows:

- Class 2 - 2" maximum thickness
- Class 1 - 2 1/2" maximum thickness
- Class 4 - 4" maximum thickness

All surfaces, both horizontal and vertical, which will be in contact with the new asphalt mix must be thoroughly cleaned of all dirt and debris. Vertical faces of existing pavements, curbs, gutters, drainage gratings, manholes, and other contact surfaces shall be painted with a uniform coating of asphalt emulsion tack coat to provide closely bonded

watertight joints. This work will be done in such a manner as to not stain exposed curb or gutter surfaces.

The base course shall be thoroughly compacted to the methods and satisfaction of the Engineer prior to the placement of any pavement material. The processed aggregate base course shall be placed by the permittee prior to the installation of the temporary pavement. The Contractor shall take the appropriate protective measures during his excavation to protect the base course from contamination.

### **Maintenance and Protection of Traffic**

The Contractor shall furnish all traffic control, which shall include providing all necessary signs, barricades, and flagmen to adequately protect the operation in accordance with established patterns.

The Contractor shall conduct the work at all times, in such a manner and in such sequence as will ensure the least practicable interference with traffic.

The City shall order suspension of the work if in the opinion of the Engineer, traffic is excessively disrupted. On roadways carrying extremely high traffic volumes, work hours shall be restricted when and where necessary. The Contractor shall be informed of these locations prior to the commencement of work.

The Contractor shall be required to complete all permanent pavement repairs started on any work day within that work day. If for whatever reason, the Contractor is unable to complete the work started on any work day, all signs, barricades and lights which are deemed necessary by the Engineer to adequately protect the traveling public shall be furnished, installed and maintained by the Contractor at no additional cost to the City.

The cost of Maintenance and Protection of Traffic shall be included within the unit prices bid for the various roadway classifications and on their expected traffic volumes.

## **Restoration Compositions and Inplace Compacted Depths**

### **Major Arterial**

2"	Bituminous Concrete Surface Course - Class 2
2"	Bituminous Concrete Binder Course - Class 1
6"	Bituminous Concrete Base Course - Class 4

### **Minor Arterial**

1-1/2"	Bituminous Concrete Surface Course - Class 2
2"	Bituminous Concrete Binder Course - Class 1
3"	Bituminous Concrete Base Course - Class 4

### **Collector**

1-1/2"	Bituminous Concrete Surface Course - Class 2
1-1/2"	Bituminous Concrete Binder Course - Class 1
3"	Bituminous Concrete Base Course - Class 4

### **Local Street**

1-1/2"	Bituminous Concrete Surface Course - Class 2
1-1/2"	Bituminous Concrete Binder Course - Class 1

### **General**

The quantities listed in the bid proposal are approximate, based on the best information available to the City and will be utilized to evaluate the bid proposals. The City reserves the right to adjust the individual item quantities to accommodate the actual work required.

All excavated material including broken bituminous concrete shall become the property of the Contractor and removed from the site at his expense. The cost of such work shall be included in the unit prices bid.

The Department shall make every effort to schedule the time of permanent pavement repairs and locations of the work in order to improve the efficiency of the Contractor's operations.

## **Measurement**

The work will be measured for payment by the actual number of square yards of bituminous concrete permanent pavement repairs of the type specified, complete and in place.

There will be no direct measurement for payment of the excavation, preparation of the trench and tack coating. This work and material will be included in the unit price bid.

The payment limits shall be the actual area of excavation as ordered by the Engineer to the depth required to install the permanent pavement repair.

Deductions from the measured area shall be made for catch basins, manholes and any other utility structure.

## **Payment**

The furnishing and installation of bituminous concrete permanent pavement repair shall be paid for at the contract price per square yard. The unit price shall include excavation, and a multiple course bituminous concrete pavement, tack coat and maintenance and protection of traffic in accordance with the specification and as ordered by the Engineer. Payment will be for the items completed and accepted in place, which price shall include all labor, equipment, materials and all else incidental thereto for the satisfactory completion of the work.

Where the soil in the bottom of the excavation is found to be unsuitable, the Engineer shall order it removed and replaced with additional processed aggregate base as required. This additional quantity of Processed Aggregate Base shall be paid for at the contract unit price listed on the bid form.

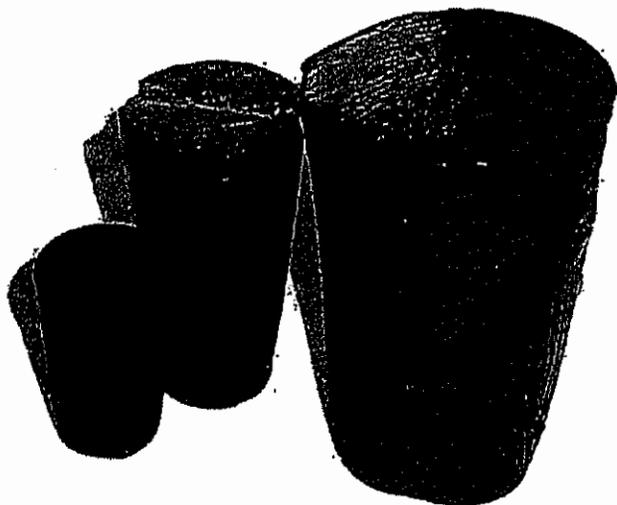
<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
403.01	Road Encroachment Permanent Pavement Repair Major Arterial	S.Y.
403.02	Road Encroachment Permanent Pavement Repair Minor Arterial	S.Y.
403.03	Road Encroachment Permanent Pavement Repair Collector	S.Y.
403.04	Road Encroachment Permanent Pavement Repair Local Street	S.Y.





80  
40

For best results, keep PLUG-R® between 40 degrees and 80 degrees Fahrenheit just before use. These limits assure that PLUG-R will not shatter from cold when hammered into the hole and will not soften from extreme heat. Extreme heat from a closed vehicle, hot storage area or direct sun will cause softness which makes PLUG-R® stick together.



# PLUG-R®

PERMANENT ASPHALT PLUGS

## SIZE OF PLUG-R®

SIZE OF PLUG-R	APPROX. DRILL SIZE	BOTTOM DIAMETER	BOTTOM DIAMETER (Metric)	TOP DIAMETER	APPROX. LENGTH	# PER CASE
3/4"	3/4"	3/4"	19 mm.	1"	1-1/2"	512
7/8"	1"	7/8"	22 mm.	1-1/4"	2-3/8"	320
1-1/8"	1-1/4"	1-1/8"	28 mm.	1-1/2"	2-3/8"	176
1-1/4"	1-1/2"	1-1/4"	32 mm.	1-3/4"	3"	112
1-1/2"	1-3/4"	1-1/2"	38 mm.	2"	3"	96
1-3/4"	2"	1-3/4"	44 mm.	2-1/8"	3"	96

### CONTAINS:

### NAME

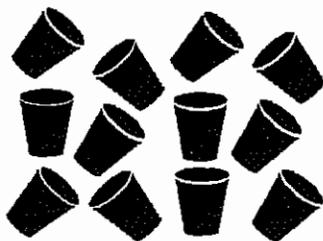
### CAS#

ASPHALT	8052-42-4
RECYCLED RUBBER	9006-04-6*
	61789-96-6*
WAX	110-30-5
MOLD RELEASE	61790-44-1
COMPOUND	61789-30-8
	7732-18-5

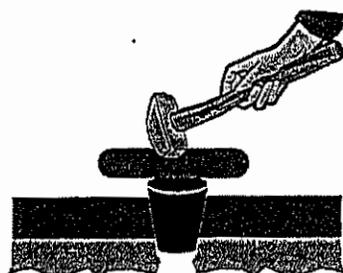
**KEEP OUT OF REACH OF CHILDREN**



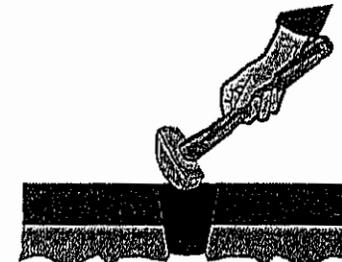
Select the PLUG-R® that will go three-quarters of the way into the hole before using force. (ex: use 1-1/8" PLUG-R for a 1-1/4" hole)



PLUG-R®s are packed loose in cases. A special release material is used to keep them from sticking together.



Place a PLUG-R® in the hole, cover with a board and pound in with a hammer.



Then hit the PLUG-R® directly with the hammer to break off any excess asphalt. The PLUG-R® is now part of the pavement.

PERMANENT ASPHALT PLUGS



**ITEM 406.0300 - MILLING OF BITUMINOUS CONCRETE - (0" TO 4")**

**ITEM 406.0301 - MILLING OF BITUMINOUS CONCRETE - (> 4" TO 8")**

**ITEM 406.0302 - MILLING OF BITUMINOUS CONCRETE - (> 8")**

**Description:** This work shall consist of the milling, removal, and disposal of existing bituminous concrete pavement. It shall be performed in accordance with these specifications and in conformity with the line, grade, and typical cross-section shown on the plans.

Unless otherwise specified, the milled material shall become the property of the Contractor.

**Milling Equipment:** The equipment for milling the pavement surface shall be designed and built for milling flexible pavements and shall have a minimum 6 foot cutting width. It shall be self propelled with sufficient power, traction, and stability to maintain depth and slope and shall be capable of removing the existing bituminous concrete pavement to the line, grade, and typical cross-section shown on the plans.

The milling machine shall be equipped with a built in automatic grade control system that can control the longitudinal profile and the transverse cross-slope to produce the specified results. The longitudinal controls shall be capable of operating from any longitudinal grade reference, including string line, ski (30 feet minimum), mobile string line (30 foot minimum), or matching shoe. The transverse controls shall have an automatic system for controlling cross-slope at a given rate.

The machine shall be capable of operating at a minimum speed of 10 feet per minute and be able to provide a 0 to 4 inch deep cut (minimum) in one pass. It shall be designed so that the operator can at all times observe the milling operation without leaving the control area of the machine.

The teeth on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture.

The machine shall be equipped with an integral pickup and conveying device to immediately remove material being milled from the surface of the roadway and discharge the millings into a truck, all in one operation. The machine shall also be equipped with a means of effectively limiting the amount of dust escaping from the milling and removal operation in accordance with local, State, and Federal air pollution control laws and regulations.

When milling smaller areas or areas where it is impractical to use the above described equipment, the use of a smaller or lesser equipped milling machine may be permitted when approved by the Engineer.

A sweeper equipped with a water tank, spray assembly to control dust, a pick-up broom, a dual gutter broom, and a dirt hopper shall be provided by the Contractor. The sweeper shall be capable of removing millings and loose debris from the textured pavement. Other sweeping equipment may be provided in lieu of the sweeper when approved by the Engineer.

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ITEM 406.0302

**Construction Methods:** The pavement surface shall be removed to the standard line, grade, and typical cross-section. The milling operation shall proceed in accordance with the requirements of the "Maintenance and Protection of Traffic" specification.

The milled surface shall provide a satisfactory riding surface with a uniform textured appearance. The milled surface shall be free from gouges, excessive longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, improper use of equipment, or poor workmanship. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the Engineer.

When removing a bituminous concrete pavement from an underlying Portland cement concrete pavement, all of the bituminous concrete pavement shall be removed to the greatest extent practicable, leaving a uniform surface of Portland cement concrete, unless otherwise directed by the Engineer.

Unless otherwise specified, milling shall be done to improve rideability and/or cross-slope. The existing pavement shall be removed to the average depth specified, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The longitudinal profile of the milled surface shall be established by a stringline, mobile stringline, or mobile ski where applicable. The cross-slope of the milled surface shall be established by a second sensing device or by an automatic cross-slope control mechanism. The Contractor will be responsible for providing all grades necessary to remove the material to the standard line, grade, and typical cross-section specified. The Engineer may waive the requirement for automatic grade or slope controls where the situation warrants such action.

Protection shall be provided around existing catch basin inlets, manholes, utility valve boxes, and any similar structures. Any damage to such structures as a result of the milling operation is the Contractor's responsibility and shall be repaired at the Contractor's expense.

To prevent the infiltration of milled material into the storm sewer system the Contractor shall take special care to prevent the milled material from falling into the inlet openings or inlet grates. Any milled material that has fallen into inlet openings or inlet grates shall be removed at the Contractor's expense.

At all permanent limits of milling, a clean vertical face shall be established prior to paving. No vertical faces, transverse or longitudinal, shall be left exposed to traffic. If any vertical face is formed in an area exposed to traffic a temporary paved transition will be established conforming to the requirements for "Section 4.06 – Bituminous Concrete and Superpave, Transitions for Roadway Surface" in the State specification. If a vertical face is not formed and the milling machine is used to temporarily transition the milled pavement surface to the existing pavement surface, the length of the temporary transition shall conform to the requirements for "Section 4.06 – Bituminous Concrete and Superpave, Transitions for Roadway Surface".

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Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper or other approved equipment to remove, to the greatest extent practicable, material which will become airborne under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to comply with local, State, and Federal air pollution control laws and regulations. Any damage done to traffic as a result of milled material becoming airborne is the responsibility of the Contractor and shall be repaired at the Contractor's expense.

The milled surface will be tested with a 10 foot straightedge furnished by the Contractor. The variation of the top of ridges from the testing edge of the straightedge, between any two ridge contact points, shall not exceed 3/8 inch. The variation of the top of any ridge from the bottom of the groove adjacent to that ridge shall not exceed 3/8 inch. Any point in the surface not meeting these requirements shall be corrected as directed by the Engineer at the Contractor's expense.

The Contractor may be waived of the straightedge surface requirements stated in the preceding paragraph in areas where a surface lamination between bituminous concrete layers or a surface lamination of bituminous concrete on Portland cement concrete causes a non-uniform texture to occur. This is subject to the approval of the Engineer.

**Method of Measurement:** This work will be measured for payment by the number of square yards of area from which the milling of asphalt has been completed and the work accepted. No area deductions will be made for minor unmilled areas such as catch basin inlets, manholes, utility boxes and any similar structures.

The depth of removal will be verified by taking a measurement every 250 feet per each pass of the milling machine, or as directed by the Engineer. These depth measurements shall be used to calculate the average depth of removal. This average depth will be used as the depth for payment, not to exceed the specified depth.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for "Milling of Bituminous Concrete, (0 to 4 inches) (over 4 inches to 8 inches) (greater than 8 inches)". This price shall include all equipment, tools, labor, and materials incidental thereto.

No additional payments will be made for multiple passes with the milling machine to remove the bituminous surface.

No separate payments will be made for cleaning the pavement prior to paving; providing protection and doing handwork removal of bituminous concrete around catch basin inlets, manholes, utility valve boxes and any similar structures; repairing surface defects as a result of the Contractor's negligence; providing protection to underground utilities from the vibration of the milling operation; removal of any temporary milled transition; removal and disposal of millings; furnishing a sweeper and sweeping after milling. The costs for these items shall be included in the contract unit price.

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ITEM 406.0302

**Pay Item**

Milling of Bituminous Concrete - (0 to 4 inches)  
Milling of Bituminous Concrete - (over 4 inches to 8 inches)  
Milling of Bituminous Concrete - (greater than 8 inches)

**Pay Unit**

S.Y.  
S.Y.  
S.Y.

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ITEM 406.0301  
ITEM 406.0302

## **ITEM 406.4 BITUMINOUS CONCRETE 1.5" OVERLAY**

### **1.0 Scope of Work**

1.1 Work of this item includes the providing and placement of permanent, Class 1 (or equivalent Superpave Mix) bituminous concrete pavement.

### **2.0 Materials**

2.1 Materials shall conform to the requirements of ConnDOT Form 816, Sections M.04 and 4.06 for Bituminous Concrete pavement.

2.2 Materials for tack coat shall conform to the requirements of Section 4.06, ConnDOT Form 816.

### **3.0 Construction Methods**

3.1 Bituminous concrete pavement shall be Class 1 (or equivalent Superpave Mix). Use of Class 5 mix (cold patch) will not be allowed.

3.2 Methods of installation shall comply with Section 4.06 of ConnDOT form 816. Work that falls under Item 406.4 shall be placed using a paving machine (whereas patch work that falls under Item 403 is typically placed by hand).

3.3 Prior to placement of a 1.5" overlay, any proposed full depth patches within the area, must be completed. Before the 1.5" overlay paving can follow a milling operation, joints must have a clean 90 degree edge to pave against, the surface must be clean of loose materials or water and both the edges and surface of the existing road surface must be tack coated.

### **4.0 Measurement**

4.1 The work will be measured for payment under Item 406.4 (per TON) for 1.5" Overlay. Full depth permanent patch work will be paid under Item 403 (per SY).

### **5.0 Payment**

5.1 The furnishing and placement of bituminous concrete pavement under Item 406.4 '1.5" Overlay Full Lane', shall include any site preparation (including any necessary preparation or keys not already addressed through the Milling Item 406.03), placement of tack coat, bituminous materials, all materials, equipment, labor and work incidental thereto.



**ITEM 507**

**CATCH BASINS, MANHOLES AND DROP INLETS**

**DESCRIPTION.**

Under this heading shall be included the construction of all catch basins, manholes and drop inlets, and the alteration, reconstruction, or conversion of such existing structures, all in conformity with the lines, grades, dimensions and details shown on the plans, or as ordered. All work shall be done in accordance with the provisions of these specifications for the various materials and work which constitute the completed structure.

When it becomes necessary to increase the horizontal dimensions of manholes, catch basins and drop inlets to sizes greater than those shown on the plans in order to provide for multiple pipe installations or large pipes, or for other reasons, the Contractor shall construct such manholes, catch basins and drop inlets to modified dimensions as directed by the Engineer.

**MATERIALS:**

The materials to be used in the construction shall be those indicated on the plans or ordered by the Engineer and shall conform to Article M.08.02. Protective compound material shall conform to Article M.03.01-11.

No common brick will be allowed, and mortar shall conform to Article M.11.04. Previous material shall conform to Article M.01.01, 3/4" size on the Gradation Table.

All catch basins and manholes shall be precast reinforced concrete units, unless the Contractor receives written permission to do otherwise. All precast tops and frames shall be placed on no less than two courses of brick.

Frames and strainers or covers which are to be reset shall be removed from their present beds, the walls or sides shall be rebuilt to conform to the requirements of the new construction and the frames and gratings or covers reset. If the frames, gratings or covers are broken or so damaged as to be unfit for further use, they shall be replaced with new, sound material conforming to the above requirements for the material involved.

New and reconstructed catch basins, and manholes shall be measured for payment by the number of linear feet of height measured to the nearest tenth of a foot from the bottom side of the floor slab to the top of the highest point on the grate or cover.

Conversion of catch basins to catch basins of the type specified or to manholes, as the case may be, will be measured for payment as a unit including all necessary alterations to the walls and furnishing and setting the frame and grate or cover.

There will be no measurement or direct payment for the application of the protective compound material. The cost shall be included in the general cost of the Item.

Drop inlets shall be measured for payment as units.

There will be no direct measurement or payment for the required frames, gratings, and covers used in the construction on new and reconstructed structures. The cost shall be included in the general cost of the Item. Bedding Material shall be paid for under Item 305.

PAYMENT:

These structures and related Items will be paid for as follows:

1. EXCAVATION - will be paid for in accordance with the provisions of Item 205, "Trench Excavation and Backfill" under the appropriate classification.

<u>Item No.</u>	<u>Pay- Item</u>	<u>Pay Unit</u>
507.01	Catch Basin	L.F.
507.02	Manhole	L.F.
507.03	Drop Inlet	Ea.
507.04	Reset Manhole	Ea.
507.05	Reset Catch Basin	Ea.
507.06	Reset Drop Inlet	Ea.
507.07	Frame, Grate or Cover	Ea.
507.08	Conversion of Catch Basin to (type) Catch Basin	Ea.
507.09	Convert Catch Basin to Manhole	Ea.
507.10	Conversion of Manhole to Catch Basin	Ea.

## ITEM 811

## CONCRETE CURBING

### DESCRIPTION:

This work shall consist of the removal of the existing curbing and the construction of new concrete curb in accordance with these specifications and the lines and grades shown on the plans or as established by the Engineer

### MATERIALS:

Materials for this work shall conform to the requirements of Article M.03.01 for Class "C" Concrete.

Air-entraining portland cement and air-entraining admixtures shall conform to Article M.03.01.

Premoulded Bituminous Joint Filler shall conform to the requirements of A.S.T.M. Designation: D1751.

Resin Based Liquid Membrane Curing Compound shall conform to the requirements of Article M.03.01-10.

### CONSTRUCTION:

**Excavation:** The Contractor shall line cut the existing pavement a sufficient distance from the curbing to accommodate appropriate compaction equipment (2' : two feet from the face of the curbing).

Excavation shall be made to the required depth, and the base upon which the curbing is to be set shall be compacted to a firm, even surface.

**Casting Segments:** Curb shall be cast in segments having a uniform length of approximately twelve (12) feet. Segments shall be separated by construction joints with provisions made at each joint for ¼ inch expansion. When the curb is constructed next to cement concrete pavement, the construction joint adjacent to the end of pavement slab shall line up with the pavement joint.

**Expansion Joints:** Expansion joints ¾ inch in width shall be formed with "Premoulded Bituminous Joint Filler", placed at intervals shown on the plans or specified by the Engineer. The filler material shall be cut to conform to the cross section of the curb. When the curb is cast adjacent to cement concrete pavement constructed with expansion joints, expansion joints in the curb shall be located at expansion joints in the pavement.

**Forms:** Forms shall be steel or wood, straight, free from warp, and of such construction that there will be no interference to inspection for grade or alignment. All forms shall extend for the full depth and shall be braced and secured adequately so that no displacement from alignment will occur during the placing of concrete.

**Concrete Placing and Vibrating:** The concrete shall contain not less than 5 nor more than 7 percent entrained air at the time the concrete is deposited within the forms. Concrete shall be placed only on a moist base. Concrete shall not be placed on a soft, muddy or frozen base.

Concrete shall be placed in the forms in accordance with the applicable requirements of Item 601 for Concrete for Structures, and shall be compacted with an approved, immersion type mechanical vibrator. The vibrator shall be of the size and weight capable of thoroughly vibrating the entire mass without damaging or misarranging the forms and shall be approved by the Engineer.

Forms shall be left in place for 24 hours or until the concrete has sufficiently hardened, as determined by the Engineer, so that they can be removed without injury to the curb. Upon removal of the forms, the exposed faces of the curb shall be immediately rubbed to a uniform surface. Rubbing shall be accomplished by competent finishers. No plastering will be permitted.

**Concrete Curing:** A two-application resin based liquid membrane-curing compound shall be required

**Protection:** The Contractor shall keep the curb clean, aligned, and protected from damage until final acceptance of the work. Any curb damaged prior to the final acceptance of the work shall be repaired or replaced at the Contractor's expense.

**Backfilling:** After the concrete has set sufficiently, the grading shall be completed to the lines shown on the plans, or as ordered, by refilling to the required elevation with approved material which shall be placed in layers of not over 6 inches in depth and compacted until firm and solid.

In the roadway area and upon completion of the work the Contractor shall backfill in front of the curbing with process aggregate base and install bituminous concrete permanent pavement repair (paid under separate item) to the depth prescribed, based on its Road Classification.

**Measurement:** This work will be measured for payment on the basis of linear feet along the top front arris line of the curb constructed in conformance with these specifications and as ordered by the Engineer.

**Payment:** The unit price bid per linear foot shall include the cost of Saw Cutting, removal of the existing curbing and furnishing all labor, materials, equipment, excavation to bed the curb, and backfill, pavement repair, necessary to satisfactorily complete the work.

Any cleaning, repair or replacement of curbs that is necessary prior to final acceptance of the work shall be completed at the Contractor's expense.

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
811	Concrete Curbing (Type)	L.F.

**ITEM 815**

**BITUMINOUS CONCRETE LIP CURBING**

**DESCRIPTION:**

Bituminous concrete lip curbing shall consist of machine laid bituminous concrete, constructed on the pavement to the dimensions and details shown on the plans, or as ordered, and in conformity with the specifications.

**MATERIALS:**

Materials, including tack coat, for this work shall conform to the requirements of Section M.04, Bituminous Class 3.

**CONSTRUCTION DETAILS:**

The methods employed in performing the work and all equipment, tools machinery and plant used in handling materials and executing any part of the work shall be subject to the approval of the Engineer before the work is started, and whenever found unsatisfactory, it shall be changed and improved as required by the Engineer. All equipment, tools machinery and plant used must be maintained in a satisfactory working condition. The curbing shall be constructed in accordance with the following requirements.

Prior to the arrival of the mixture on the work site, the surface of the pavement where the curbing is to be constructed shall be cleaned of all loose and foreign material. The surface, which shall be perfectly dry and clean at the time the mix, is placed, shall be coated with an approved tack coat just prior to placing the mixture.

On arrival at the site, the mixture shall be transferred from the truck to the hopper of the curbing machine; and the mixture shall be kept clean and free from dirt or foreign materials at all times.

The surface of the curbing shall be tested with a 10-foot straightedge, and any variation from a true line exceeding 1/4 inch shall be satisfactorily corrected. The only compaction required shall be that obtained by the approved mechanical curbing machine.

Where machine work is impractical, the Engineer may permit handlaid curbing to be constructed.

If the design of the curbing machine is such that the outside wheels operate outside of the curb, the Contractor will be required to obtain a smooth surface by grading and consolidating the area on which the outside wheel of the machine rides, and this work shall be done at his expense.

After the completion of curbing, traffic shall be kept at a safe distance for a period of not less than 24 hours and until the curbing has set sufficiently to prevent injury to the work.

**MEASUREMENT:**

This work will be measured for payment along the top of the curb and will be the actual number of linear feet of bituminous concrete lip curbing completed and accepted.

**PAYMENT:**

This work will be paid for at the contract unit price per linear foot for "Bituminous Concrete Lip Curbing" complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

<b><u>Item No.</u></b>	<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
815	Bituminous Concrete Lip Curbing	L.F.

**ITEM 921**

**CONCRETE SIDEWALK AND DRIVEWAY**

**DESCRIPTION:**

This item shall consist of concrete sidewalks and driveways constructed on a processed aggregate base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications.

**MATERIALS:**

Materials for this work shall conform to the requirements of Article M.03.01 for Class "C" Concrete.

Air-entraining portland cement and air-entraining admixtures shall conform to Article M.03.01.

Processed Aggregate Base shall conform to Item 304.

Welded Wire Fabric shall conform to Article M.06.01.03.

Premoulded Bituminous Joint Filler shall conform to the requirements of A.S.T.M. Designation: D1751.

Resin Based Liquid Membrane Curing Compound shall conform to the requirements of Article M.03.01-10.

**CONSTRUCTION:**

**Saw Cut:** Saw cut shall consist of neatly cutting the adjacent concrete or bituminous concrete sidewalk and/or the adjacent bituminous concrete driveway in preparation for the installation of the new concrete sidewalk and/or concrete driveway ramp as delineated on the plans or as directed by the engineer. The saw shall be an approved power-driven type capable of providing a straight cut of uniform depth and width.

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

**Processed Aggregate Base:** The processed aggregate base shall be placed in layers not to exceed 6 inches in depth and to such a depth that after compaction it shall be at the specified depth below the finished grade of the walk. The base shall be wetted and rolled or tamped after the spreading of each layer.

Forms: Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. If of wood, they shall be of 2-inch surfaced plank except that at sharp curves thinner material may be used. If of metal, they shall be of approved section and shall have a flat surface on the top. Forms shall be of a depth equal to the depth of the sidewalk.

Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before concrete is placed against them. Sheet metal templates 1/8-inch in thickness, or the full depth and width of the walk, shall be spaced at intervals of 12 feet or as directed. If the concrete is placed in alternate sections, these templates shall remain in place until concrete has been placed on both sides of the template. As soon as the concrete has obtained its initial set the templates shall be removed.

Concrete: The concrete shall be proportioned, mixed, placed, etc, in accordance with the provisions of Item 601 for Class "C" Concrete, except as modified herein.

The concrete shall contain not less than 5 nor more than 7 percent entrained air at the time the concrete is deposited in the forms.

A two application resin based liquid membrane curing compound shall be required.

Welded Wire Fabric for concrete reinforcement shall be embedded at mid-depth in the slab. The wire fabric shall consist of No. 6 gauge wire at six (6) inch centers transversely and longitudinally.

A premoulded bituminous joint filler shall be installed at all joints between sidewalk and curb, pavement, buildings, etc. and at all transverse construction joints.

Finishing: Transverse construction joints shall extend to the full depth of the slab spaced 20 to 25 feet apart. The edges of such joints shall be finished with an edging tool having a 1/4 inch radius.

The concrete surface shall be scored at intervals of three to five feet so that the finished walk will be marked in squares. The concrete shall be finished to produce a smooth and uniform surface.

The surface of the concrete shall be finished with a wood float or by other approved means. Immediately after smoothing operations have been completed and prior to the application of the curing compound, the surface of the concrete shall be textured with a light broom in a direction perpendicular to the centerline of the sidewalk.

Backfilling and Removal of Surplus Materials: The sides of the sidewalk shall be

backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer.

**MEASUREMENT:**

This work will be measured for payment as follows:

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

Concrete Driveway: This work will be measured by the actual number of square feet of completed and accepted concrete driveway.

Excavation: Excavation below and above the finished grade of the sidewalk, backfilling, and disposal of surplus material will not be measured for payment, but the cost shall be included in the price bid for the sidewalk and/or driveway.

Processed Aggregate Base: This work will not be measured for payment, but the cost shall be considered as included in the price bid for the sidewalk and/or driveway.

Saw Cut: This work will not be measured for payment, but the cost shall be considered as included in the price bid for the concrete sidewalk and/or the concrete driveway.

**PAYMENT:**

This work will be paid for at the contract unit price per square foot for "Concrete Sidewalk," or "Concrete Driveway," complete in place, which price shall include saw cutting, all excavation as specified above, backfill, disposal of surplus material, processed aggregate base, welded wire fabric, liquid membrane curing compound, equipment, tools, materials and labor incidental thereto.

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
921.01	Concrete Sidewalk	S.F.
921.02	Concrete Driveway	S.F.



**ITEM 921.0210      RELAY PRECAST CONCRETE PAVER SIDEWALK**

**Description:**

Work under this item shall consist of removing, safely storing and reconstructing precast concrete paver sidewalks and driveways, that have been disturbed by the excavations of this project or as directed by the Engineer. This item shall include all labor, materials, equipment, excavation of existing paver sidewalks and driveways, backfill, subbase material and other incidentals required to produce an acceptable installation.

**Construction Methods:**

Existing concrete pavers shall be carefully removed. If any concrete pavers are broken during removal, the Contractor shall be responsible for replacing them as his expense. The Contractor shall be responsible to provide new concrete pavers that match the existing concrete pavers. Upon reconstruction of the concrete paver walk, all soft and yielding material, and other portions of the sub-base, which will not readily compact, shall be removed and replaced with suitable materials. Surface of the sub-base shall be compacted with mechanical equipment. The amount of compaction shall be as specified by the Engineer but in no case shall that amount be less than 4 complete passes of the compacting equipment. The dry density after compaction shall conform to CONNDOT Form 816 specifications. After compaction, the sub-base will be true to the required line and grade. No additional payment will be made for any materials, which are required to bring the sub-base to the lines, grade, and cross sections of the site. The Contractor shall protect the sub-base from damage by exercising such precautions as the Engineer deems necessary. The sub-base surface shall be maintained in such condition as to permit proper drainage. It shall be checked and approved prior to placement of the leveling base. The leveling base shall be screeded loose to thickness of approximately 1.5 – 2 inches. The leveling shall be treated with a soil sterilizer, of a type to be approved by the Engineer prior to the placement of the concrete pavers. The exact thickness of the leveling base is to be determined at the job site.

Care shall be taken by the Contractor to insure the screeded leveling base is loose and undisturbed prior to paver placement. Concrete pavers are to be installed "Hand-tight" with care being taken not to disturb the leveling bed. Mason string lines shall be used to insure proper lines and grades. Concrete pavers are to be vibrated into the leveling base with a vibratory plate capable of achieving a 3,500 to 5,000 pounds compaction force. Such vibratory compaction shall be accomplished on all concrete pavers prior to the end of operations on each working day. Compaction of the concrete pavers shall continue until finish grade, as directed by the Engineer, is achieved. All joints shall be filled after final compaction with the same material used for the leveling base.

**Method of Measurement:**

This work will be measured for payment by the actual number of square feet of "Relay Precast Concrete Paver Sidewalk and Driveway" completed and accepted relayed in place.

**Basis of Payment:**

This work will be paid for at the contract unit price per square foot for "Relay Precast Concrete Paver Sidewalk", which price shall include removing, storing and reconstruction of Concrete pavers and all labor, equipment, tools, material and work incidental thereto.

**ITEM 922**

**BITUMINOUS CONCRETE SIDEWALK  
AND DRIVEWAY**

**DESCRIPTION:**

This Item shall consist of a Bituminous Concrete Surfaced Sidewalk or Driveway constructed on a processed aggregate base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications.

**MATERIALS:**

Materials for this work shall conform to the following requirements:

1. Processed Aggregate Base Course shall conform to the requirements of Item 304 - Processed Aggregate Base.
2. Bituminous Concrete Surface: Materials for this surface shall conform to the requirements of Article M.04, Class 2.

**CONSTRUCTION DETAILS**

1. Excavation: Excavation, including removal of any existing sidewalk, or driveway, shall be made to the required depth below the finished grade, as shown on the plans or as directed. All soft and yielding material shall be removed and replaced with suitable material.
2. Forms: When the bituminous concrete is spread by hand, forms shall be used. Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the impact of the roller. If made of wood, they shall be of 2 inch surfaced plank except that at sharp curbs thinner material may be used; if made of metal, they shall be of an approved section. All forms shall be of a depth equal to the depth of the sidewalks or driveways and shall be securely staked, braced, and held firmly to the required line and grade. All forms shall be cleaned and oiled each time they are used.
3. Base Course: Processed Aggregate Base for the base course shall be uniformly spread upon the subgrade to the required depth and thoroughly compacted with a roller weighing not less than 500 pounds.
4. Bituminous Concrete Surface: This surface shall be constructed in accordance with the requirements of "Bituminous Concrete" Item in these specifications, will be followed, except that the material may be spread by hand and thoroughly

compacted by multiple passes of a roller weighing not less than 500 pounds

5. Backfilling and Removal of Surplus Material: The sides of the sidewalk or driveway shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk or driveway. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer. In sections inaccessible to the roller, the base course, surface course and backfill shall be hand-tamped with tampers weighing not less than 12 pounds, the face of which shall not exceed 50 square inches in area.

**MEASUREMENT:**

The quantity to be paid for will be measured by the actual number of square yards of Bituminous Concrete Sidewalk and Driveway furnished in accordance with the Contract Drawings and Specifications and incorporated in the work.

**PAYMENT:**

The unit price bid per square yard shall include excavation, processed aggregate base, preparation of the subgrade and furnishing of all materials including the bituminous concrete, all equipment and labor necessary to complete the work as specified on the plans or as directed by the Engineer.

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
922	Bituminous Concrete Sidewalk and Driveway	S.Y.

**ITEM 944**

**TOPSOIL**

**DESCRIPTION:**

This work shall consist of furnishing, placing and shaping topsoil in areas shown on the plans or where directed by the Engineer. The topsoil shall be placed to the depth stated in the Contract.

**MATERIAL:**

The material shall conform to the requirements of Article M.13.01.

**CONSTRUCTION DETAILS:**

The areas on which topsoil is to be placed shall be graded to a reasonably true surface. Topsoil shall then be spread and shaped to the lines and grades shown on the plans, or as directed by the Engineer. The depth stated in the contract to which the topsoil is to be placed that required after settlement of the material has taken place. All stones, roots, debris, sod, weeds and other undesirable material shall be removed. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on the shoulders or pavement.

It shall be the Contractor's responsibility to restore to the line grade and surface all eroded areas with approved material and to keep topsoiled areas in acceptable condition until the completion of the Construction work.

**MEASUREMENT:**

This work will be measured for payment by the number of cubic yards of topsoil in place, furnished, placed and shaped, and the work accepted.

**PAYMENT:**

Furnishing and Placing Topsoil: This work will be paid for at the contract unit price per cubic yard for "Furnishing and Placing Topsoil" which price shall include all materials, equipment, tools; labor and work incidental thereto.

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
944	Furnishing and Placing Topsoil, _____ " Thickness	C.Y.



**ITEM 945**

**FERTILIZING, SEEDING AND MULCHING**

**DESCRIPTION:**

The work included under this Item shall consist of furnishing and placing fertilizer, seed and mulch on all areas to be seeded as shown on the plans, or where directed by the Engineer.

**MATERIALS:**

The materials for this work shall conform to the requirements of Section M13.

**CONSTRUCTION DETAILS:**

Construction methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

1.) Preparation of the Seedbed:

- a.) Level areas, medians, interchanges and lawns: These areas shall be made friable and receptive for seeding by discing or by other approved methods to the satisfaction of the Engineer. In all cases the final prepared and seeded soil surface shall meet the lines and grades for such surface as shown in the plans, or as directed by the Engineer.
- b.) Slope and Embankment Areas: These areas shall be made friable and receptive to seeding by approved methods which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface.
- c.) All areas to be seed shall be reasonably free from weeds taller than three (3) inches. Removal of weed growth from the slope areas shall be by approved methods, including hand-mowing, which do not rut or scar the slope surface, or cause excessive disruption of the slope line or grade. Seeding on level areas shall not be permitted until substantially all weed growth is removed. Seeding on slope areas shall not be permitted without removal or cutting of weed growth except by written permission of the Engineer.

2.) Seeding Season: The normal seasonal dates for seeding shall be as follows:

Spring seeding: March 15<sup>th</sup> to June 15<sup>th</sup>  
Fall seeding: August 15<sup>th</sup> to October 15<sup>th</sup>

- a.) Out-of-Season Seeding at any time other than within the above season shall be allowed only when ordered by the Engineer or when the Contractor submits a written request for permission to do so and permission is granted. In the request, the Contractor must agree to apply the specified seed, fertilizer, and mulch at a rate of not less than 25 percent greater per unit area than the rates specified for use within the seeding season. The additional materials shall be furnished and placed at the Contractor's expense. The Contractor must also agree to reseed, remulch and repair any areas seeded out-of-season that are damaged by fire, erosion, or any other cause, as directed by the Engineer at no expense to the City.
  - b.) Where out-of-season Seeding is ordered by the Engineer, the cost of additional material will be paid for by the City; and in this event, the Contractor will not be held responsible for damage or failure beyond his control due to out-of-season seeding.
  - c.) Areas of disturbed soil which will contribute significantly to air and stream pollution shall be established to the designated vegetative cover as soon as feasible or when directed by the Engineer.
- 3.) Seeding Methods: Seed shall be uniformly applied by any agronomically acceptable and feasible method approved by the Engineer. Normal seed mixtures shall be applied at the rate of 100 pounds per acre.

Fertilizer shall be uniformly placed at the rate of 640 pounds per acre.

- 4.) Mulching: Areas seeding shall be mulched unless otherwise ordered by the Engineer. Woodchip mulch shall not be used on seeded areas; unless otherwise shown on the plans or called for in the provisions, hay mulch will be used.
  - a.) Hay shall be uniformly applied by an approved method to a placed depth of two (2) inches. Hay shall be held in place by one uniform application of asphalt emulsion type SS-1, applied at the rate of 0.08 gallons per square yard. The emulsion shall have a temperature range within 50-120F at the immediately after the application of the mulch.
- 5.) Compaction: The contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and

damage to young plants. Where such compaction has occurred, the Contractor shall rework the soil to make a suitable seedbed; then re-seed and mulch such areas with the full amounts of the specified materials, at no extra expense to the City.

6.) Maintenance: The Contractor shall be required to replant, using full amounts of all specified materials, those areas damaged by wind, fire, equipment, or pedestrian traffic to the satisfaction of the Engineer, except as specified herein.

Work under this Item shall not be complete until all stones, glass, cables, bale wire, and other debris have been removed from the seeded areas. Cleanup shall also include the removal of all debris resulting from the seeding or planting operations on shoulders, pavement or adjacent property, public and private. The Contractor shall be required to shape, grade, and establish vegetative cover in accordance with the specifications on all areas disturbed outside the normal limits of construction. When the Contractor is ordered to do any mowing of established grass, such work will be paid for as extra work.

7.) Warranties and Certifications: The Contractor shall surrender to the Engineer all warranties or certifications, or both, furnished with the seed mixture or fertilizer prior to use of the material.

Warranties and/or guarantees shall be consistent with nursery standards but at no time be less than one year from the date of installation and acceptance.

MEASUREMENT:

This work will be measured for payment by the number of square yards, surface area, actually covered by seeding and fertilizer as specified.

PAYMENT

This work will be paid for at the contract unit price bid per square yard for "Fertilizing, Seeding and Mulching", which price shall include all materials, maintenance, equipment, tools, labor and work incidental thereto except that when the Engineer orders any mowing to be done, the cost of such work will be paid for as extra work.

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
945	Fertilizing, Seeding and Mulching	S.Y.

ITEM 945	FERTILIZING, SEEDING AND MULCHING	Page 3 of 3
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## **ITEM 949.0020 – FLEXI-PAVE PAVEMENT**

### **Description:**

1. **Summary:** The work of this Item includes furnishing all materials, equipment, supplies, accessories, incidentals, labor and supervision, and performing all operations required to install Flexi-Pave Pavement at new or existing trees as shown on the drawings, as specified herein, and as is additionally required to properly complete the work, including all sawcuts to meet existing facilities, the removing and disposal of all surplus materials, excavation, concrete sidewalks removal and disposal, furnishing and installing the filter fabric, ¾" stone, and KBI flexi-pave.

### **2. Quality Assurance**

- a. Qualifications of installing contractor: The work of this section should be performed by a contracting firm which has a minimum of five years experience.
- b. KBI Flexi®-Pave can be installed by K.B. Industries, Inc. Certified installers having the KBI certification number.

### **Material:**

#### **Filter Fabric**

Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made 100% Spunbonded Polypropylene; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

- a. Tensile Strength: 73(lbs)
- b. Puncture Strength (lbs): 23
- c. Air Opening Size (equivalent sieve): 30/40
- d. Air Opening Size (mm): 0.52
- e. Trap Tear (lbs): 35
- f. Air Permeability (cm/sec):  $10 \times 10^{-2}$
- g. Flux (gal/ft<sup>2</sup>/min): 200
- h. Permittivity (sec<sup>-1</sup>): 3.0
- i. Color: Black

#### **¾" Stone**

- a. Crushed stone with 90% fractured faces, LA Abrasion < 40 per ASTM C 131, minimum CBR of 80% per ASTM D 1883.
- b. Do not use rounded river gravel.
- c. All stone materials shall be washed with less than 1% passing the No. 200 sieve.
- d. Base: conforming to ASTM D 448 gradation as shown in Tables below:

ASTM No. 57 Base  
Grading Requirements

Sieve Size	Percent Passing
37.5 mm (1 1/2 in.)	100
25 mm (1 in.)	95 to 100
12.5 mm (1/2 in.)	25 to 60
4.75 mm (No. 4)	0 to 10
2.36 mm (No. 8)	0 to 5

### **KBI Flexi-Pave**

KBI Flexi®-Pave HD2000 is a 2" layer of a constructional paving material made from Recycled Passenger Tires and Aggregate bound together with a proprietary binding agent: XFP75 as manufactured by KB Industries, Inc. 28100 US Highway 19N, Suite 410 Clearwater, FL 33761, Tel: 727-726-2700, Toll Free: 877-826-8600, Fax: 727-726-2800.

### **Construction Methods:**

#### **1. Mockup**

Construct a 6' x 8' display panel size, color, and finish specimen in this Item to illustrate component application including pattern and edge details. Do not start work until Engineer has approved mock-up. Remove mock-up and dispose of materials at the completion of the work or as directed by Engineer.

#### **2. Protection of Finished Surfaces**

Finished surfaces adjacent to the paving work shall be adequately protected from soiling, staining, and other damage during construction.

#### **3. Excavation:**

Work under this item shall consist of removing and disposing of existing sidewalk and foundation to a full depth. Wherever portions of concrete sidewalks or concrete driveway ramps are to be removed, such removals shall be made to neat lines. Partial removals shall generally be to existing joints except when a location other than a joint is identified on the plans or set by the Engineer due to construction staging limits. At removal limits where a joint is not present, the Contractor shall sawcut the concrete full depth to create a neat line. The bottom of the excavation shall be graded smooth and thoroughly compacted to a firm, even surface using a roller weighing not less than five tons or a motor driven vibratory compactor.

#### **4. Filter Fabric:**

Install as shown on the drawings per manufacturers recommendations.

#### **5. ¾" Stone:**

Install as shown on the drawings compact to 95% compaction per AASHTO T-180.

**6. KBI Flexi-Pave**

- a. KBI Flexi®-Pave can be installed from 45°F degree to 95°F degree temperatures. Important: When curing, the temperature should not fall below 35°F.
- b. KBI Flexi®-Pave can be installed by K.B. Industries, Inc. CERTIFIED INSTALLERS having the KBI CERTIFICATION NUMBER.
- c. Install as shown on the drawings per manufacturers recommendations.

**Method of Measurement:**

This work will be measured by the actual number of square feet of completed and accepted Flexi-Pave Pavement. ¾” Stone will not be measured for payment.

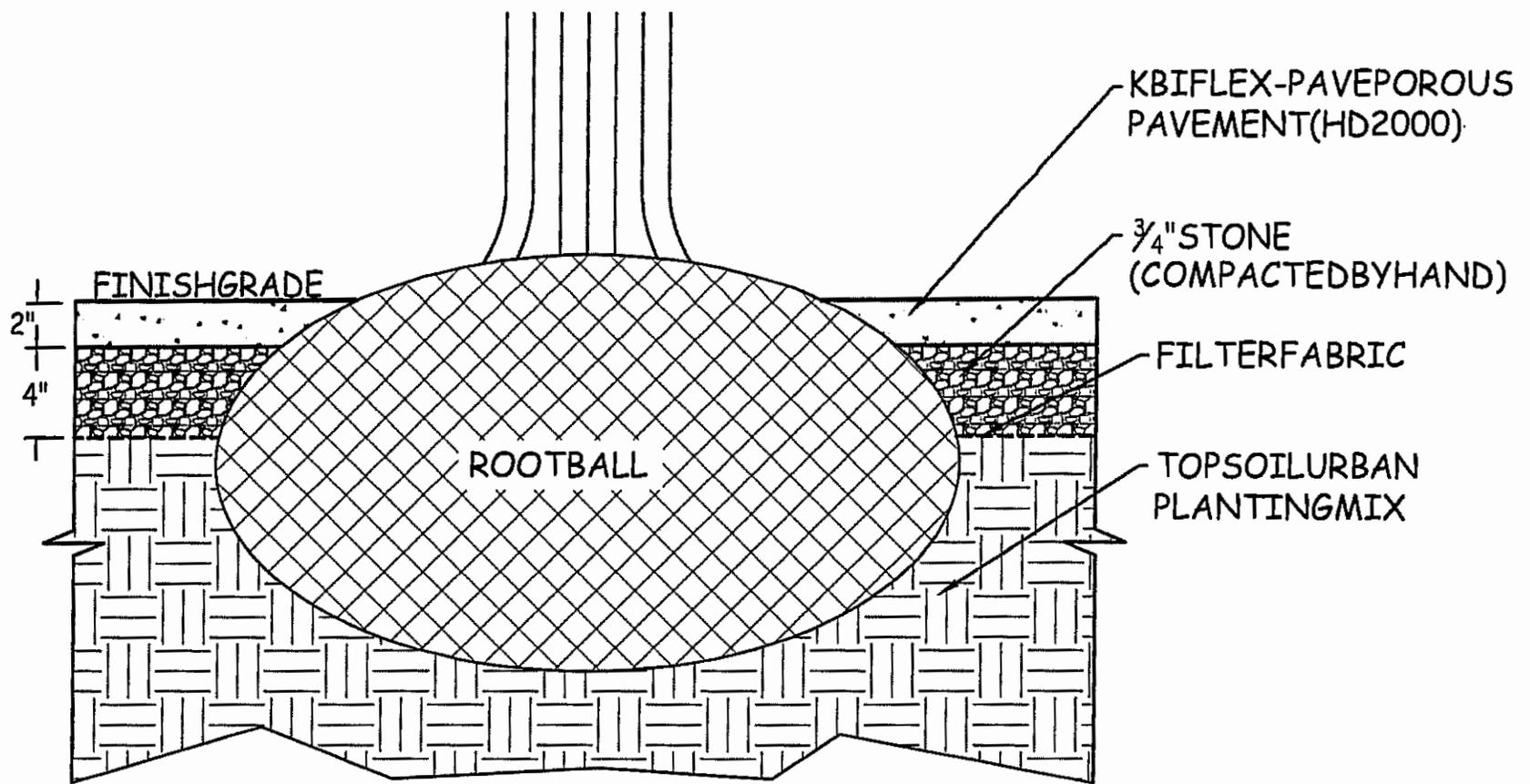
**Basis of Payment:**

This work will be paid for at the contract unit price per square foot for “Flexi-pave Pavement”, complete in place, which price shall include all sawcuts to meet existing facilities, the removing and disposal of all surplus materials, excavation, furnishing and installing the filter fabric, ¾” stone, and KBI flexi-pave, excluding Tree Planting which will be paid under a separate item.

**PAY ITEM**  
Flexi-Pave Pavement

**PAY UNIT**  
SF





NOTE: PER SQUARE FOOT PRICE FOR FLEXI-PAVE PAVEMENT SHALL INCLUDE FLEXI-PAVE, 3/4" STONE, AND FILTER FABRIC.



**ITEM 971**

**MAINTENANCE AND PROTECTION OF TRAFFIC**

**DESCRIPTION:**

The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the City of Norwalk and these Specifications. Unless otherwise specified, the Contractor must maintain pedestrian and vehicular traffic to permit access to businesses factories, residences, and intersecting streets. It shall be the sole responsibility of the Contractor to warn the City Local Regulatory Agencies (including but not limited to the Police and Fire Departments) at least 72 hours in advance of changes in traffic patterns due to reduction of pavement widths or closing of streets. The Contractor shall furnish, install) maintain, adjust, and store all signs, suitable barricades, and traffic cones, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the approval of the City.

**MATERIALS AND METHODS:**

1.) Access: The Contractor shall arrange his 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 occupancy of public or travel way 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 shall 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 City 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 said icy spots under these conditions.

2.) Signs: Properly lighted, adequately sized clear, concise, legible signs shall be furnished as necessary for the safe regulation of traffic.

3.) Barricades: Suitable lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times during the night or daytime, around all open ditches, trenches, excavations, or other work potentially dangerous to pedestrians and traffic.

Barricades shall be placed on all sides and throughout the entire length of all open ditches, trenches, excavations, or other work which must be barred to the general public. Barricades shall be properly painted in order to retain a high degree of visibility to vehicular and pedestrian traffic.

4.) Flashers: Barricades shall be lit by flashers in accordance with this paragraph or other lighting methods approved by the Engineer in lieu thereof. Flashers shall be placed along the entire length of the barricades at an interval no greater than 8 feet, center to center. Flashers shall be power operated, lens directed, enclosed light units which shall provide intermittent light from 70 to 120 flashes per minute, with the period of light emittance occurring not less than 25 percent of each on-off cycle, regardless of temperature. The emitted light shall be yellow in color and the area of light on at least one face of the unit shall not be less than 12 square inches. The discernable light shall be bright enough to be conspicuously visible during the hours of darkness at a minimum distance of 800 feet from the unit under normal atmospheric conditions. For units which beam light in one or more directions the foregoing specifications shall apply 10 degrees or more to the side and 5 degrees or more above and below the photometric axis.

5.) Detours: If a detour is shown on the plans or deemed necessary, a proposed detour plan will be submitted to the Engineer and the applicable City agencies.

6.) Non-Performance: Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these Specifications, the Engineer immediately, and without notice, may furnish, install and maintain barricades or lights. 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 City, 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.

7.) Traffic Men: The Contractor shall be responsible for providing well-trained, qualified and adequately equipped personnel for the direction of traffic and for the adequate protection of traveling public at such locations and for such time as necessary or as ordered by the Engineer. The Contractor, at his option, may select to utilize the services of off-duty City of Norwalk Police personnel as traffic men during the course of construction.

If the Contractor selects to utilize City of Norwalk off-duty Police personnel, payment for their services shall be made by the Contractor, the cost for this work shall be included in the lump sum price bid for this Item.

All signs, barricades, flashing lights, traffic personnel, detours, etc. and all else necessary and incidental shall conform to the Manual on Uniform Traffic Control for Streets and Highways as approved and amended.

## MEASUREMENT AND PAYMENT:

Monthly payments will be made in proportion to the amount of work done. Said payments will be a proportionate amount of the Unit Price (Lump Sum) for "Maintenance and Protection of Traffic" and shall include all costs for furnishing lighted barricades and traffic protection devices and for labor, equipment and services involved in the erecting, maintaining, adjusting, storing of signs, flashers, lights, barricades, traffic cones, and other devices furnished by the Contractor, as well as the cost of all labor and equipment involved in the maintenance of traffic lanes and detours ordered or included in the approved scheme for maintenance of traffic.

The Contractor will be required under the Unit Price for "Maintenance and Protection of Traffic" to maintain and protect the traffic throughout the entire duration of the Contract. No claim for additional payment due to unusual construction conditions encountered or delay caused by the Contractor or other outside agencies shall be considered.

The Contractor will not be paid separately for repair and maintenance "such as patching, grading, snow removal, etc." or detours; said cost to be included in the Unit Price for "Maintenance and Protection of Traffic."

The Contractor shall include in the Unit Price for "Maintenance and Protection of Traffic" bridging for trenches at all street and driveway crossings in such manner as the Engineer may direct in order that the traffic on intersecting streets may not be blocked, and in order that the traffic on intersecting streets may not be blocked, and in order that entrance may be made to properties along the line of work.

No payment will be made under maintenance and Protection of Traffic for each calendar day during which there are deficiencies in compliance with the specification requirements of any subsection of this Item.

The amount of such calendar day non-payment will be determined by dividing the lump sum amount bid for maintenance and Protection of Traffic by the number of calendar days between the date the Contractor commences work and the date of completion as designated in the proposal, without regard for any extension of time or the amount of Four Hundred Dollars (\$400.00) whichever is the greatest amount.

Where major nonconformance with the requirements of this specification is noted by the Engineer, and prompt contractor compliance is deemed unobtainable, all contract work may be stopped by direct order of the Engineer.

If no Item "Maintenance and Protection of Traffic" appears in the Bid Schedule, the cost of this work shall be included in the prices bid for other Items.

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
971	Maintenance and Protection of Traffic	L.S.



**ITEM 975**

**MOBILIZATION**

**DESCRIPTION:**

Under this work the Contractor shall set up his necessary general plant, including shops, storage areas, office and sanitary and other facilities as are required by local or state law or regulations.

**MATERIALS:**

Such material as are required for mobilization and that are not to be a part of the completed contract shall be determined by the Contractor, except that they shall conform to any pertinent local or state law, regulation or code.

**CONSTRUCTION DETAILS:**

The work required to provide the above facilities and services for mobilization shall be done in a safe and workmanlike manner and shall conform with any pertinent local or state law, regulation or code. Good housekeeping consistent with safety shall be maintained.

**MEASUREMENT:**

Payment for mobilization will be made on a lump sum basis.

**PAYMENT:**

The amount bid for mobilization shall not exceed three percent (3%), the City will make the necessary adjustment to determine the total amount bid based on the arithmetically correct proposal.

The amount bid shall include the furnishing and maintaining of services and facilities noted herein under "Description", to the extent and at the time the Contractor deems them necessary for his operations, consistent with the requirements of this work and the respective contract.

The amount bid shall be payable to the Contractor whenever he has completed at least ten percent (10%) of the contracted work. For the purposes of this Item, ten percent (10%) of work shall be considered complete when the total of payments earned, as reflected by estimates of work done, as set forth in Section 109-06 "Payment of Estimates," not including the amount bid for this work, shall exceed ten percent (10%) of the total amount of the Contractor's bid for this contract.

Unless otherwise provided for elsewhere, the cost of required insurance and bonds and/or any initiation of the Contract work may be included in this work.

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
975	Mobilization	L.S.



**ITEM 1111      LOOP VEHICLE DETECTOR AND SAWCUT**

**11.11.01—Description:** These items shall consist of:

- 1. Furnishing and installing a loop vehicle detector** in conformity with these specifications.
- 2. Furnishing and installing Sawcut** to be used with a loop vehicle detector as shown on the plans and in conformity with these specifications.

**11.11.02—Materials:** The materials for this work shall conform to the requirements of Article M.16.12.

**11.11.03—Construction Methods:**

**1. The loop vehicle detector** shall be mounted in the controller cabinet. Wiring shall be done in a neat manner, and each wire shall be fitted with a spade lug and attached to the proper terminal. A loop identification tag shall be permanently attached to each loop amplifier harness. The tag shall be pre-printed by the manufacturer so that the Contractor can record the pertinent information on the tag. The following information shall be recorded legibly on the tag by the Contractor, with indelible ink, in the order shown.

LOOP NO.: \_\_\_\_\_  
PHASE CALL: \_\_\_\_\_  
FIELD LOCATION: \_\_\_\_\_  
\_\_\_\_\_

LOCAL DET. NO.: \_\_\_\_\_  
SYSTEM DET. NO.: \_\_\_\_\_  
CABINET TERMINALS: \_\_\_\_\_  
\_\_\_\_\_

Field location shall include the route number or street name, the direction (such as Northbound), and the lane (left, center, right). Each system detector shall be connected to the corresponding system sensor input of the local computer communications unit (either the C.I.C.U. or the C.L.L.C.U.).

Example: S.D. 1 connected to System Sensor 1  
S.D. 2 connected to System Sensor 2

**2. Loop detectors** installed in new or resurfaced pavements shall have the slots saw cut in the pavement base course and the loop wires placed and sealed before the placing of the pavement wearing course.

No loop detector saw cut shall be placed over a patched trench or existing pavement without the approval of the Engineer. The Contractor shall remove the existing pavement and replace it with new pavement for installation of the

loop detectors, at the direction of and within the limits prescribed by the Engineer, where the condition of the existing pavement is not suitable for installation. The work shall be performed under the items "Removal of Bituminous Surface," "Cut Bituminous Concrete Pavement," "Material for Tack Coat," and "Bituminous Concrete Class 1." The existing pavement shall be removed a minimum of 3 inches (75 millimeters) in depth. The replaced pavement shall be overlaid as directed. The loop detector shall be installed in the new pavement, under the overlay.

The size of the loop shall be as shown on the plans and shall be made using a power saw having an abrasive or diamond blade 3/8 inch (9.5 millimeters) wide. The depth of the slot shall be 1 3/4 inches to 2 inches (45 millimeters to 50 millimeters) and shall extend from the loop to the location shown on the plan. The cuts shall overlap at the corners of the loop and at any angles in the saw cut to the controller to ensure full depth. The corners are to be rounded off by drilling a 1 1/4-inch (32-millimeter) diameter hole to eliminate kinking of the wire. When the cutting has been completed, the slot shall be cleaned of all cutting dust and grit with oil-free compressed air. The slot shall be completely dry before inserting the wire. The entire loop and lead-in shall consist of 1 continuous #14 stranded wire encased in tubing, unless otherwise shown on the plans. The lead-in wires shall be twisted together with at least 5 turns per foot (16 turns per meter) and taped at 2-foot (0.6-meter) intervals, beginning at a point where the wire leaves the saw cut and enters the plastic conduit to the terminals in the controller cabinet, or when spliced to a 2-conductor lead-in cable. The twisted wire shall remain together and shall not be coiled at any point. Splices will not be permitted at any point of the loop or lead-in unless otherwise indicated on the plans or as directed by the Engineer.

At the time of installing the loop wire, the ends of the tubing shall be sealed to prevent any entrance of moisture into the tubing. When splices are required in handholes or junction boxes, they shall be made in accordance with the installation details. The saw cuts on all lead-ins shall be as shown on the plans or as directed by the Engineer. The number of turns of wire for each loop shall be as shown on the plans. After installation, the wire shall be checked for slack or raised portions in the saw cut slot. A paint mix stick or similar blunt instrument shall be used to push the wire in the slot. The wire shall be held in the slot with wooden pegs or by inserting wedges formed from 1-inch (25-millimeter) sections of the plastic tubing, folded before insertion. The loop should be tested prior to sealing the saw cut. An unacceptable loop installation would consist of leakage to ground below 10 megohms or an open circuit. The saw cut shall then be filled with plastic compound to a level of approximately 1/16 inch (2 millimeters) below the pavement surface. In no case shall the plastic compound overflow the saw cut and all excess material shall be removed. The plastic compound shall be applied in accordance with the manufacturer's recommendations. The plastic compound shall adhere to the sides of the saw cut and not show a separation when pressure is applied by a blunt instrument.

Each pair of lead-in wires in the cabinet shall be tagged and identified to determine phase and geographical location of each loop,

Example-: "Phase 4—East End Bank St.—Right Lane."

When a 1-part urethane elastomeric compound is used to seal the sawcut the manufacturer's installation procedure shall be followed.

The sawcut, complete and tested with wire installed and retained with plastic wedges, shall be filled with the elastomeric compound from the bottom up.

The sawcut shall be filled to 0.125 inch (3 millimeters) from the surface of the pavement. The elastomeric compound shall not be applied if the pavement surface temperature is less than 40°F or more than 100°F (4° C or more than 38° C).

**11.11.04—Method of Measurement:** This work will be measured for payment as follows:

**1. Loop vehicle detectors** will be measured for payment by the number of loop vehicle detectors of the type specified, completed, operating and accepted in place.

**2. Loop Detector Saw Cut:** The quantity to be paid for under this item shall be the actual number of linear feet (meters) of saw cut, measured along the center of the cut, with #14 Stranded Wire encased in tubing completely installed, tested and accepted in place. #14 Stranded Wire encased in tubing shall not be measured for payment separately but shall be included in the measurement for saw cut.

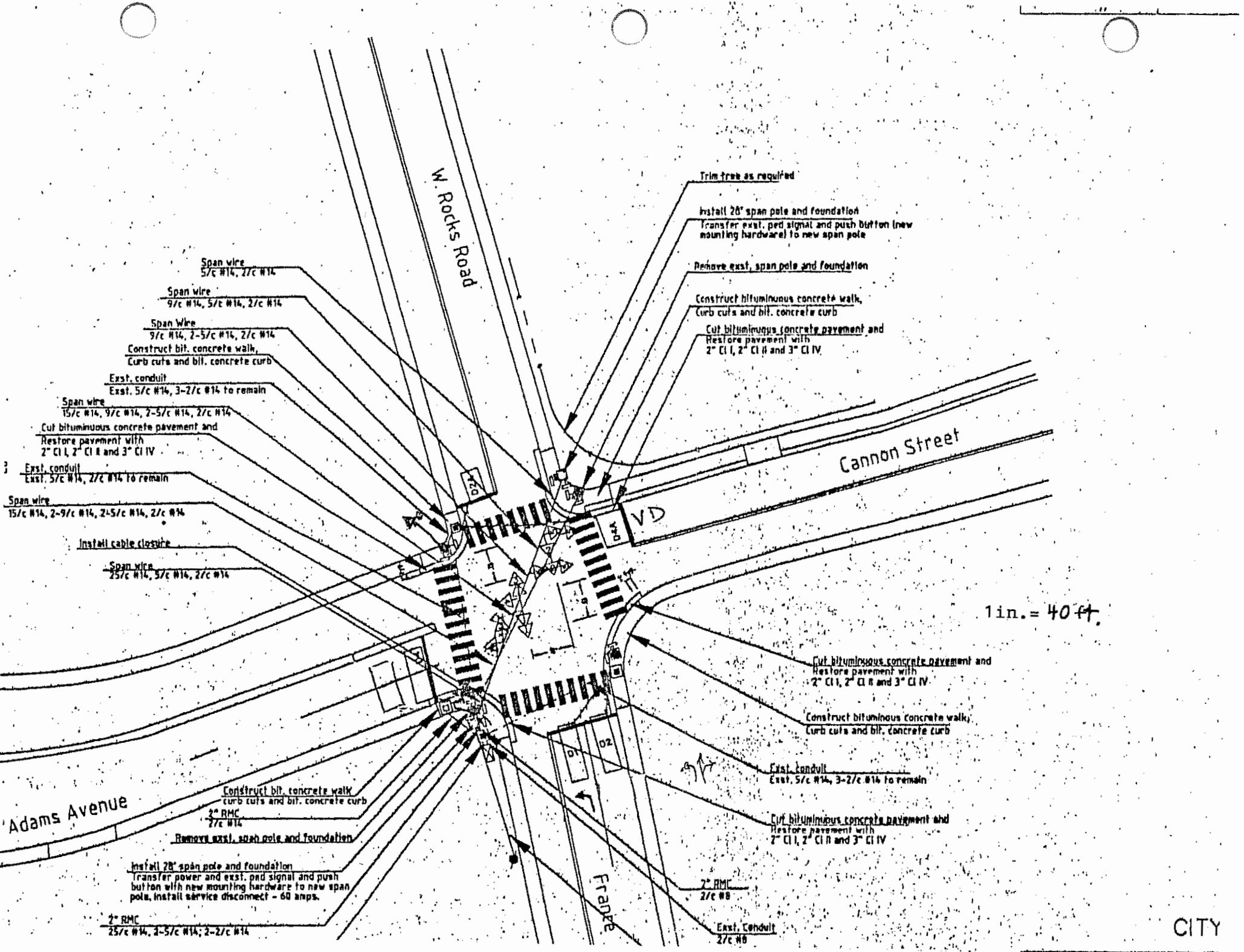
**11.11.05—Basis of Payment:**

**1. Loop vehicle detector** will be paid for at the Contract unit price each for "Loop Vehicle Detector" of the type specified, which price shall include connecting cable, sensor unit, all materials, labor and work incidental thereto.

**2. Loop detector saw cut** will be paid for at the Contract unit price per linear foot (meter) of "Loop Detector Saw Cut," which price shall include; saw cut, #14TW stranded wire (including that to handholes, traffic control foundations or controller cabinets), necessary fittings, flexible plastic tubing, plastic compound, splicing and connecting, equipment, labor, materials and work incidental thereto.

Pay Item	Pay Unit
Loop Vehicle Detector (Type)	ea. (ea.)
Loop Detector Saw Cut	l.f. (m)





W. Rocks Road

Cannon Street

Adams Avenue

Frazer

Span wire  
5/c #14, 2/c #14

Span wire  
9/c #14, 5/c #14, 2/c #14

Span Wire  
9/c #14, 2-5/c #14, 2/c #14

Construct bit. concrete walk,  
Curb cuts and bit. concrete curb

Exst. conduit  
Exst. 5/c #14, 3-2/c #14 to remain

Span wire  
15/c #14, 9/c #14, 2-5/c #14, 2/c #14

Cut bituminous concrete pavement and  
Restore pavement with  
2" CI I, 2" CI II and 3" CI IV

Exst. conduit  
Exst. 5/c #14, 2/c #14 to remain

Span wire  
15/c #14, 2-9/c #14, 2-5/c #14, 2/c #14

Trim free as required

Install 28' span pole and foundation  
Transfer ext. ped signal and push button (new  
mounting hardware) to new span pole

Remove ext. span pole and foundation

Construct bituminous concrete walk,  
Curb cuts and bit. concrete curb

Cut bituminous concrete pavement and  
Restore pavement with  
2" CI I, 2" CI II and 3" CI IV

1 in. = 40 ft.

Construct bit. concrete walk  
curb cuts and bit. concrete curb

2" RMC  
2/c #14

Remove ext. span pole and foundation

Install 28' span pole and foundation  
Transfer power and ext. ped signal and push  
button with new mounting hardware to new span  
pole, install service disconnect - 60 amps.

Cut bituminous concrete pavement and  
Restore pavement with  
2" CI I, 2" CI II and 3" CI IV

Construct bituminous concrete walk,  
Curb cuts and bit. concrete curb

Exst. conduit  
Exst. 5/c #14, 3-2/c #14 to remain

2" RMC  
25/c #14, 3-5/c #14, 2-2/c #14

2" RMC  
2/c #8

Exst. Conduit  
2/c #8

CITY



# APPENDIX



**EXHIBIT 1**



## Form AU-766 Guarantee Bond

v. 10/05)

**Purpose:** A nonresident contractor working in Connecticut and a surety company licensed to do business in Connecticut use Form AU-766 to post a guarantee bond with the Department of Revenue Services (DRS) for a specific project in the state. The guarantee bond ensures all taxes due to the State of Connecticut from the contractor are paid to DRS. Read the instructions on the reverse side before you complete this form. If you need help, call 860-541-7538, Monday through Friday, during business hours.

<b>Part I: Nonresident Contractor Information</b>		
Name	Connecticut Tax Registration No.	
Address (Street or PO Box, City, State, and ZIP Code)		
<b>Part II: Person Doing Business With a Nonresident Contractor Information</b>		
Name	Connecticut Tax Registration No., Federal ID No., or SSN	
Address (Street or PO Box, City, State, and ZIP Code)		
<b>Part III: Surety Company Information</b>		
Name	Bond No.	Amount of Bond
Address (Street or PO Box, City, State, and ZIP Code)		
<b>Part IV: Project Information</b> <input type="checkbox"/> Check the box if this bond is for a change order.		
Physical Location of Project (Street, City or Town)		Name of Project
Commencement Date	Completion Date for Nonresident Contractor	Total Contract Price or Amount of Change Order
<p>Conditions of the obligation for the project detailed above:</p> <ul style="list-style-type: none"> <li>• The nonresident contractor has entered into a contract related to real property at a Connecticut location.</li> <li>• The nonresident contractor and the surety company are posting a bond of 5% of the total contract price, including any change orders and add-ons, with DRS to ensure that all taxes that become due and owing during the period of the contract will be paid.</li> <li>• A bond must be posted within 120 days of the commencement of the contract or 30 days after the completion of the contract, whichever is earlier.</li> <li>• If the nonresident contractor pays all taxes, interest, and penalties within three years from the last day of the month succeeding the reporting period in which the contractor posted the bond, the bond expires; otherwise the obligation remains in full force.</li> <li>• This bond jointly and severally binds the nonresident contractor and the surety company, their heirs, executors, administrators, successors, and assigns for payment of this obligation.</li> </ul>		
<p><b>Nonresident Contractor Declaration:</b> I, the nonresident contractor named above or its authorized agent, declare under the penalty of law that I have examined Form AU-766 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.</p>		
Print Name		Title
Authorized Signature		Date
<p><b>Surety Company Declaration:</b> I, an authorized agent of the surety company named above, declare under the penalty of law that I have examined this Form AU-766 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.</p>		
		Seal:
Print Name		Title
Authorized Signature		Date

## General Instructions

A nonresident contractor and a surety company licensed to do business in Connecticut must execute **Form AU-766, Guarantee Bond**, to post a guarantee bond with the Department of Revenue Services (DRS) for a specific project in Connecticut. A power of attorney for the person signing the bond on behalf of the surety company must be attached to the bond, carry the corporate seal of the surety company, and bear the same date as the execution date of the bond.

A nonresident contractor has the option of filing a guarantee bond or a cash bond instead of the customer making a deposit with DRS under Conn. Gen. Stat. §12-430(7)(B). Under this option, the nonresident contractor has 120 days from the commencement of the contract or 30 days after the completion of the contract, whichever is earlier, to file a guarantee bond or a cash bond (Form AU-72) with DRS.

Return Form AU-766 to: Department of Revenue Services  
Discovery Unit  
25 Sigourney Street  
Hartford CT 06106-5032

See **Special Notice 2005(12), Nonresident Contractor Bonds and Deposits**, for more information.

**Nonresident contractor** means a contractor who does not maintain a regular place of business in Connecticut.

**Regular place of business** means:

- Any bona fide office, factory, warehouse, or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner; and
- Which place is continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on the contractor's business in the contractor's own name.

A regular place of business **does not include**:

- A place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction;
- Locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours; or
- An office maintained, occupied, and used by a person affiliated with a contractor.

**Contract price** means the total contract price, including deposits, amounts held as retainage, costs for any change orders, or charges for add-ons.

**Person doing business with a nonresident contractor** means any person who makes payments of the contract price to a nonresident contractor, and includes, but is not limited to property owners, governmental, charitable or religious entities, and resident or nonresident general contractors or subcontractors. An owner or tenant of residential real property is not a person doing business with a nonresident contractor and is not required to comply with the provisions of Conn. Gen. Stat. §12-430(7). However, the nonresident contractor doing business with such an owner or tenant must comply with the bond requirements under Conn. Gen. Stat. §12-430(7)(F).

**Commencement of the contract** means the time when the nonresident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts. If a change order is made after the commencement of the original contract, the change order commences when it is signed by the nonresident contractor, but, in any event, occurs no later than when the work under the change order actually starts.

**Completion of the contract** means the time when the nonresident contractor makes the final periodic billing for the contract. The final periodic billing may be due before payment of any retainage becomes due. If a change order is made after the final periodic billing for the original contract, the change order is complete when the nonresident contractor bills for the change order.

**Residential real property** means real property used exclusively for residential purposes and consisting of three or fewer dwelling units in one of which the owner or tenant resides.

Any bond that bears an erasure or alteration, regardless of its nature, must have the change authenticated by a notation in the margin. The notation should describe the correction and be signed in the name of the surety company by the officer who executed the bond and must bear the corporate seal of the surety company.

## Specific Instructions

**Part I:** Enter the name and complete address of the nonresident contractor furnishing the bond. Include the nonresident contractor's Connecticut tax registration number. The name and address of the nonresident contractor appearing on the bond must agree with the name and address on **Form REG-1, Business Taxes Registration Application**, filed with DRS. (If the information originally provided on Form REG-1 is now incorrect, you must notify the DRS Registration Unit in writing of the correct information.) If the nonresident contractor is a corporation, the corporate name appearing on the bond must be the same shown in the records of the Office of the Secretary of State, or similar agency of another state if the nonresident contractor is not a Connecticut corporation.

**Part II:** Enter the name and complete address of the person doing business with the nonresident contractor. If the nonresident contractor is the general contractor, enter the name and address of the owner or tenant of the property who has entered the contract. If the nonresident contractor is a subcontractor, enter the name and address of the general contractor.

Enter the Connecticut tax registration number of the person doing business with the nonresident contractor. If the person doing business with the nonresident contractor does not have a Connecticut tax registration number, enter that person's Federal Employer Identification Number or Social Security Number.

**Part III:** Enter the name and complete address of the surety company that guarantees this bond. Include the bond number.

**Part IV:** Check the box if the deposit is for a change order occurring after the bond for the initial contract was furnished to DRS.

Enter the name of the project and the complete address including the street address and the city or town where the project is physically located.

Enter the commencement date of this project or change order.

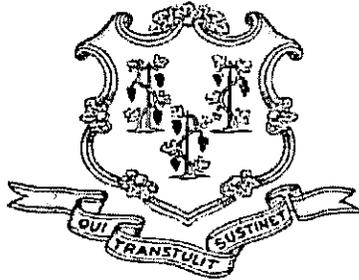
Enter the date by which the nonresident contractor is expected to complete work on this project or change order.

Enter, in words and figures, the total amount to be paid to the nonresident contractor under the contract. Indicate if this amount is an estimate.

**Declarations:** An authorized representative for the nonresident contractor and the surety company must sign and date this declaration on Form AU-766. The name of the nonresident contractor and the surety company must be exactly as it appears on the bond. The corporate seal of the surety company must be affixed by its signature on Form AU-766.

**EXHIBIT 2**





Opportunity \* Guidance \* Support



**THIS IS A PUBLIC WORKS PROJECT**

Covered by the

**PREVAILING WAGE LAW**

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages  
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.



**Sec. 31-53b. Construction safety and health course. New miner training program.**

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

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

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

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

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

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

## **Informational Bulletin**

### **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;



November 29, 2006

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

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

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

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

**Forklift Operator:**

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

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

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

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

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.



**STATUTE 31-55a**

**- SPECIAL NOTICE -**

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

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

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

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



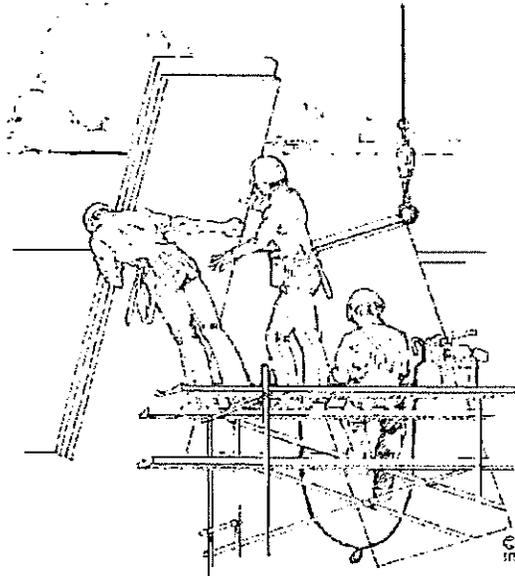
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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





CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM  
Construction Manager at Risk/General Contractor/Prime Contractor

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): \_\_\_\_\_





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[Unemployment Benefits On-Line](#)   [Job Seekers](#)   [Employers](#)   [Labor Market Information](#)   [Directions/Office Information](#)

## CERTIFIED PAYROLL FORM WWS - CPI

**Employee Complaint Forms**

**Employer Forms**

**Laws/Legislation**

**Manuals and Publications**

**Compliance Assistance**

**Prevailing Wages**

**Standard Wage Rates**

**Workplace Standards**

**Employment of Minors**

**FMLA**

**Joint Enforcement  
Commission For Worker  
Misclassification (JEC)**

**Stop Work Orders**

**Reports of Activities**

**FAQs**

**Newsroom**

**Contact Us**

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

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

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

**Announcement:** The Certified Payroll Form WWS-CPI can now be completed on-line!

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



[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the 1st certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109									
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL									
CONTRACTOR NAME AND ADDRESS							SUBCONTRACTOR NAME & ADDRESS				WORKER'S COMPENSATION INSURANCE CARRIER									
PAYROLL NUMBER		Week-Ending Date	PROJECT NAME & ADDRESS							POLICY #										
										EFFECTIVE DATE: EXPIRATION DATE:										
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER		
			Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY							Total O/T Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												\$	1 \$							
												\$	2 \$							
												\$	3 \$							
												\$	4 \$							
												\$	5 \$							
												\$	6 \$							
												\$	1 \$							
												\$	2 \$							
												\$	3 \$							
												\$	4 \$							
												\$	5 \$							
												\$	6 \$							

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL



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

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

Please specify the type of benefits provided:

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

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

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

**Section A:**

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Submitted on (Date)







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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Waterbury, CT 06109										
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										WEEKLY PAYROLL										
CONTRACTOR NAME AND ADDRESS Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yanfic, CT 06389				WORKERS COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC9588029 EFFECTIVE DATE 1/1/09 EXPIRATION DATE 12/31/09						
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
1	9/26/09	DOT 105-206, Route 82												Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	Per Hour 1 through 6 (see back)			FICA	WITH-HOLDING
PERSON/WORKER ADDRESS and SECTION	APPR RATE %	MALE FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
				S	M	T	W	TH	F	S					FICA	WITH-HOLDING	WITH-HOLDING			LIST OTHER
				HOURS WORKED EACH DAY																
Robert Craft 81 Maple Street Willimantic, CT 06226		MC	Electrical Lineman E-1 1234567 Owner OSHA 123456	20	21	22	23	24	25	26	S-TIME	\$ 30.75	1 \$ 9.80	\$1,582.80				\$1,582.80	#123	
					0	0	0	0	0	40	Base Rate	2 \$	3 \$ 2.01							
										O-TIME	\$ 8.82	4 \$	5 \$							
										Cash Fringe	6 \$	5 \$	6 \$							
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	MB	Electrical Apprentice  OSHA 234567		0	0	0	0	0	S-TIME	\$ 18.99	1 \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124	
										40	Base Rate	2 \$								3 \$
										O-TIME	\$ 16.63	4 \$								5 \$
										Cash Fringe	6 \$	5 \$								6 \$
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		MH	Project Manager			0				S-TIME	\$	1 \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xxx		xxx.xx	
										0	Base Rate	2 \$								3 \$
										O-TIME	\$	4 \$								5 \$
										Cash Fringe	6 \$	5 \$								6 \$
										S-TIME	\$	1 \$								
										0	Base Rate	2 \$								3 \$
										O-TIME	\$	4 \$								5 \$
										Cash Fringe	6 \$	5 \$								6 \$

7-13-2009  
WWS-CP1

\*IF REQUIRED

\*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 -ATTACH CARD TO 1ST CERTIFIED PAYROLL



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

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

Please specify the type of benefits provided.

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life insurance United 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09

I, Robert Craft of KYZ Corporation (hereafter known as

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

**Section A:**

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

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

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

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

**Section B: Applies to CONNDOT Projects ONLY**

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

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

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

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





**Employee Complaint Forms**

**Employer Forms**

**Laws/Legislation**

**Manuals and Publications**

**Compliance Assistance**

**Prevailing Wages**

**Standard Wage Rates**

**Workplace Standards**

**Employment of Minors**

**FMLA**

**Joint Enforcement**

**Commission For Worker  
Misclassification (JEC)**

**Stop Work Orders**

**Reports of Activities**

**FAQs**

**Newsroom**

**Contact Us**

**OCCUPATIONAL CLASSIFICATION BULLETIN**

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

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

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

• **ASBESTOS WORKERS**

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

• **ASBESTOS INSULATOR**

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

• **BOILERMAKERS**

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

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

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

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

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

• **CLEANING LABORER**

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

• **DELIVERY PERSONNEL**

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

drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

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

- **IRONWORKERS**

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

- **INSULATOR**

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

- **LABORERS**

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

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

- Painter's Rate
  1. Removal of lead paint from bridges.
  2. Removal of lead paint as preparation of any surface to be repainted.
  3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
  1. Removal of lead paint from any surface NOT to be repainted.
  2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

• **ROOFERS**

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

• **SHEETMETAL WORKERS**

- Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

• **SPRINKLER FITTERS**

- Installation, alteration, maintenance and repair of fire protection sprinkler systems. \*License required per Connecticut General Statutes: F-1,2,3,4.

• **TILE MARBLE AND TERRAZZO FINISHERS**

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

• **TRUCK DRIVERS**

- **Definitions:**

- 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
  - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
  - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
- 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

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

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

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

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

■ **Truck Drivers are not covered in the following instances:**

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

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

**For example:**

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

*Any questions regarding the proper classification should be directed to:*

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

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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

**Ironworkers**

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

**Laborers (Tunnel Construction)**

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

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day. Employee employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4<sup>th</sup>, and Christmas Day, provided the employee has 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

**Ironworkers**

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

**Laborers (Tunnel Construction)**

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

**Roofers**

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

**Sprinkler Fitters**

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

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

Project: Bituminous Concrete Permanent Pavement Repairs

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

**Connecticut Department of Labor**

ID#: H 21788

**Wage and Workplace Standards Division**

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

Project Number: PM2016-2

Project Town: Norwalk

FAP Number:

State Number:

Project: Bituminous Concrete Permanent Pavement Repairs

**CLASSIFICATION**

**Hourly Rate**

**Benefits**

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

1) Boilermaker 33.79 34% + 8.96

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons 32.50 28.34

2) Carpenters, Piledrivermen 31.45 23.54

Project: Bituminous Concrete Permanent Pavement Repairs

2a) Diver Tenders 31.45 23.54

---

3) Divers 39.91 23.54

---

03a) Millwrights 31.84 23.99

---

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.),  
Spray 45.95 19.35

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4a) Painters: Brush and Roller 31.52 19.35

---

4b) Painters: Spray Only 34.52 19.35

---

4c) Painters: Steel Only 33.02 18.55

---

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Project: Bituminous Concrete Permanent Pavement Repairs

4d) Painters: Blast and Spray 34.52 19.35

---

4e) Painters: Tanks, Tower and Swing 33.52 19.35

---

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 37.62 23.00 + 3% of gross wage

---

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 31.09 + a

---

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 40.62 28.91

---

---LABORERS--- -

---

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 27.85 18.30

---

As of: Wednesday, February 24, 2016

Project: Bituminous Concrete Permanent Pavement Repairs

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen 28.10 18.30

---

10) Group 3: Pipelayers 28.35 18.30

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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 28.35 18.30

---

12) Group 5: Toxic waste removal (non-mechanical systems) 29.85 18.30

---

13) Group 6: Blasters 29.60 18.30

---

Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe) 28.85 18.30

---

Group 8: Traffic control signalmen 16.00 18.30

---

Project: Bituminous Concrete Permanent Pavement Repairs

Group 9: Hydraulic Drills

28.60

18.30

---

---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

32.22

18.30 + a

---

13b) Brakemen, Trackmen

31.28

18.30 + a

---

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

---

14) Concrete Workers, Form Movers, and Strippers

31.28

18.30 + a

---

15) Form Erectors

31.60

18.30 + a

---

As of: Wednesday, February 24, 2016

Project: Bituminous Concrete Permanent Pavement Repairs

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

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16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	18.30 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	18.30 + a
---	-------	-----------

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18) Miners	32.22	18.30 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ---

---

18a) Blaster	38.53	18.30 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.30 + a
---	-------	-----------

---

As of: Wednesday, February 24, 2016

Project: Bituminous Concrete Permanent Pavement Repairs

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts 36.41 18.30 + a

---

21) Mucking Machine Operator 39.11 18.30 + a

---

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

---

Two axle trucks 28.58 20.24 + a

---

Three axle trucks; two axle ready mix 28.68 20.24 + a

---

Three axle ready mix 28.73 20.24 + a

---

Four axle trucks, heavy duty trailer (up to 40 tons) 28.78 20.24 + a

---

As of: Wednesday, February 24, 2016

Project: Bituminous Concrete Permanent Pavement Repairs

Four axle ready-mix	28.83	20.24 + a
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Heavy duty trailer (40 tons and over)	29.03	20.24 + a
---------------------------------------	-------	-----------

---

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.83	20.24 + a
---	-------	-----------

---

---POWER EQUIPMENT OPERATORS---

---

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	37.55	23.05 + 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)	37.23	23.05 + 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)	36.49	23.05 + a
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As of: Wednesday, February 24, 2016

Project: Bituminous Concrete Permanent Pavement Repairs

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; PMI Machine or Similar; Koehring Loader (Skooper) 36.10 23.05 + a

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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell) 35.51 23.05 + a

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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 35.51 23.05 + a

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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 35.20 23.05 + 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" and Under Mandrel). 34.86 23.05 + a

---

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 34.46 23.05 + a

---

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). 34.03 23.05 + a

---

Project: Bituminous Concrete Permanent Pavement Repairs

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 31.99 23.05 + a

---

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 31.99 23.05 + a

---

Group 12: Wellpoint Operator. 31.93 23.05 + a

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Group 13: Compressor Battery Operator. 31.35 23.05 + a

---

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 30.21 23.05 + a

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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 29.80 23.05 + a

---

Group 16: Maintenance Engineer/Oiler 29.15 23.05 + a

---

As of: Wednesday, February 24, 2016

Project: Bituminous Concrete Permanent Pavement Repairs

Group 17: Portable asphalt plant operator; portable crusher plant operator;  
portable concrete plant operator. 33.46 23.05 + a

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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum  
for any job requiring CDL license). 31.04 23.05 + a

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**\*\*NOTE: SEE BELOW**

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

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20) Lineman, Cable Splicer, Technician 45.43 6.25%+19.20

---

21) Heavy Equipment Operator 40.89 6.25%+17.18

---

22) Equipment Operator, Tractor Trailer Driver, Material Men 38.62 6.25%+16.68

---

Project: Bituminous Concrete Permanent Pavement Repairs

23) Driver Groundmen 24.99 6.25%+10.87

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23a) Truck Driver 34.07 6.25%+15.41

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---LINE CONSTRUCTION---

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24) Driver Groundmen 30.92 6.5% + 9.70

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25) Groundmen 22.67 6.5% + 6.20

---

26) Heavy Equipment Operators 37.10 6.5% + 10.70

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27) Linemen, Cable Splicers, Dynamite Men 41.22 6.5% + 12.20

---

Project: Bituminous Concrete Permanent Pavement Repairs

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

---

*As of:* Wednesday, February 24, 2016

**Project: Bituminous Concrete Permanent Pavement Repairs**

*Welders: Rate for craft to which welding is incidental.*

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

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

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$2.00 premium in addition to the hourly wage rate and benefit contributions:***

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

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

***3) Cranes (under 100 ton rated capacity)***

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

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

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

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

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

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

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

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

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

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

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

**As of: Wednesday, February 24, 2016**

Project: Bituminous Concrete Permanent Pavement Repairs

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

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

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

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

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

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

*As of:* Wednesday, February 24, 2016



**EXHIBIT 3**



**SECTION 4**  
**CITY OF NORWALK**  
**GENERAL CONDITIONS FOR CONSTRUCTION**

**Rev. 06/21/2013**

# GENERAL PROVISIONS

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## **SECTION 101 DEFINITIONS AND TERMS**

Wherever in these specifications or in other Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**ABBREVIATIONS** wherever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

A.A.N.	American Association of Nurserymen
A.A.R.	American Association of Railroads
A.A.S.H.T.O.	American Association of State Highway and Transportation Officials
A.I.A.	American Institute of Architects
A.I.S.I.	American Iron and Steel Institute
A.N.S.I.	American National Standards Institute, Inc.
A.R.E.A.	American Railway Engineering Association
A.S.C.E.	American Society of Civil Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society for Testing & Materials
A.W.W.A.	American Water Works Association
A.W.S.	American Welding Society
M.U.T.C.D.	Manual of Uniform Traffic Control Devices
S.A.E.	Society of Automotive Engineers
S.S.P.C.	Steel Structures Painting Council

**ADDENDA:** Written instruments issued prior to the opening of bids which clarify, correct or change the Contract Documents.

**AWARD:** The decision of the Department to accept the bid of the lowest responsible bidder for the Work, subject to the execution and approval of a satisfactory Contract therefor; the provisions of proper bonds to secure the performance thereof, and full payment to all suppliers of labor and materials therefor. The fulfillment of such other conditions as may be specified or otherwise required by law.

**BID:** The offer of the bidder to perform the Work on the Project for a specified price. An executed bid form will be submitted in accordance with the established bidding procedure as a formal bid response.

**BID DEPOSIT:** The security furnished by the bidder with its bid for a project, as guaranty it will enter into a Contract for the Work at the price bid if its bid is accepted.

**BIDDER:** An individual, firm or corporation formally that submits a Bid for the Work contemplated acting directly or through a duly authorized representative.

**CALENDAR DAY:** Every day shown on the calendar.

**CITY:** When used, means the City of Norwalk, represented by the Department of Public Works through the Director.

**CONTRACT or AGREEMENT:** The written agreement between the City of Norwalk and the Contractor specifying the terms and conditions for the performance of the Work and the furnishing of labor and materials in connection with a specific Project.

**CONTRACT BOND:** The approved form of security, executed by the Contractor and its Surety or Sureties, guaranteeing complete execution of the Work specified in the Contract Documents and all supplemental agreements pertaining thereto, and the payment of all legal debts pertaining to the construction of the Project.

**CONTRACT DOCUMENTS:** The Contract Documents shall include the advertisement for bid or proposal; the Contractor's bid or proposal response; the written Contract including all bonds and insurance certificates; the City of Norwalk General Conditions for Construction; Connecticut Department of Transportation Form 816 or latest edition as amended; technical and special specifications; the Project plans; State Labor Department minimum wage rates (if applicable); any addenda to specifications issued prior to the date of bid opening; and all provisions required by law to be inserted in the Contract whether actually inserted or not.

**CONTRACT ITEM (PAY ITEM):** A specifically described unit of Work for which a price is provided in the Contract Documents.

**CONTRACTOR:** The individual, firm or corporation undertaking the execution of the Work under the terms of the Contract Documents and acting directly or indirectly or through any agents, representatives or employees.

**CORPORATION COUNSEL:** The Legal representative of the City of Norwalk and its authorized representatives.

**DEPARTMENT:** The City of Norwalk Department of Public Works, acting by and through, the Director of Public Works or his authorized representative.

**ENGINEER OR ENGINEER-IN-CHARGE:** The Engineer representing the Department of Public Works and having direct supervision of the execution of the Contract Documents under the direction of the Director.

**EQUIPMENT:** All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

**EXTRA WORK:** An item of Work not provided for in the intended scope of the Contract Documents as awarded, but found essential to the satisfactory completion of the Project.

**FINAL AGREEMENT:** Written agreement between the City of Norwalk, Department of Public Works, and the Contractor, stating the total amount of Work done by the Contractor and the total value of such Work under and according to the terms of the Contract Documents.

**FINAL ESTIMATE:** A certified listing of final quantities, amounts of each item and total cost of the completed Work specified in the Agreement, the amounts paid to the Contractor under the Contract Documents, any deductions not included in the Final Agreement and the amount of the final payment due the Contractor therefor.

**FORM 816:** State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, as may be revised by the most current supplemental specifications, or latest edition will be incorporated as part of the Contract Documents.

**HIGHWAY:** The entire strip of land comprising the public roadway and bounded by the right-of-way lines.

**INSPECTOR:** The Department of Public Works representative whose duty it is to supervise or inspect methods and materials relating to work both on and off the site of the Project.

**ORDER ON CONTRACT:** Written order issued by the Director covering contingencies, Extra Work, deductions, increases or decreases and additions, alterations or omissions to the Project plans or specifications.

**NOTICE OF AWARD:** The written notice by the Department to the apparent successful bidder stating that, upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Contract Agreement.

**NOTICE TO PROCEED:** A written notice given by the Department to the Contractor fixing the date on which the Contractor shall start to perform its obligations under the Contract Documents.

**PARTIAL OR MONTHLY ESTIMATES:** Payments to the Contractor for such portions of the Work satisfactorily performed.

**PLANS:** All official drawings or reproductions of drawings pertaining to the Work or to any structure connected therewith.

**PROJECT:** All labor and materials necessary to accomplish the Work identified in the Plans and Specifications and required to be performed under one or more contract.

**PROPOSAL FORM:** The approved form on which the Department requires formal bids to be prepared and submitted for the Work.

**REASONABLY CLOSE CONFORMITY:** Reasonably close conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variation beyond such tolerances as reasonably close conformity where they will not materially affect the quality or utility of the Work and will be in the best interests of the City.

**RIGHT-OF-WAY OR R.O.W.:** A general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to a highway.

**ROADBED:** The graded portions of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

**ROADWAY:** The portion of highway included between the outside edges of the shoulders.

**ROAD SECTION:** That portion of a highway included between the top of slope in cut and the bottom of slope in fill.

**SHOP DRAWINGS:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by the Contractor to illustrate material or equipment for some portions of the Work.

**SHOULDER:** The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

**SITE:** The specific area adjacent to and including the area upon which the Work is to be performed. Generally such area may be considered as defined by the right of way or property made available to the Contractor for construction operations.

**SPECIAL NOTES:** Special directions, provisions, or requirements peculiar to the project under construction.

**STANDARD SPECIFICATIONS:** The body of directions, requirements, etc. contained in this present volume, together with all documents of any description and agreements made (or to be made), pertaining to the methods or manner of performing the Work or to the quantities and quality as shown by the test records of accepted materials to be furnished under a Contract.

**STRUCTURES:** Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, end walls, buildings, sewers, service pipes, under drains, foundation drains and other features which may be encountered in the Work and not otherwise classed herein.

**SUBCONTRACTOR:** Any individual, firm or corporation to whom the Contractor, with the written consent of the Department, sublets any part of the Project Work.

**SURETY:** The corporate body bound with and for the Contractor, for the full and complete performance of the Contract, and for the payment of all debts, pertaining to the Work.

**UTILITY:** A publicly, privately or cooperatively owned agency or agencies operated by one or more persons or corporations for public service.

**WORK:** Work shall be understood to mean the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract Documents.

**WORK DAY:** A calendar day, exclusive of Sundays and City recognized legal holidays, on which weather and other conditions not under the control of the Contractor, will permit construction operations to proceed for the major part of the day on the principal item or items of Work which would normally be in progress at that time.

## **SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS**

### **§102-01 LOCATION OF OFFICES**

Persons desiring to make a bid shall use the proposal blank prepared by the Department for each individual Contract. The time for which bids will be received will be found in the published notice calling for bids. Any bid received after the time specified in the published notice shall not be accepted. Detailed plans of the Work/Project may be examined at the Office of the Department of Public Works, 125 East Avenue, Room 225, Norwalk, Connecticut.

## **§102-02 BIDS**

Each Bid must be submitted on the official Bid form, which is furnished by the Department. All blank spaces in the Bid form must be filled in as noted, and no change shall be made to the Bid form or in the items mentioned therein.

Bids that are illegible or that contain any omissions, erasures, alterations, additions, items not called for in the itemized Bid, that contain irregularities of any kind, or otherwise do not comply with the applicable requirements may be rejected as informal. The request for bids or proposals does not necessarily contemplate an award based solely on price. Rather, the City reserves the right to reject any or all proposals/bids or any portion thereof for any reason as it may determine to be in its own best interests. (See Section 103-01)

The bidder shall sign in the space provided in the Bid form. An officer of a corporation or a member of a partnership representing the Bidder shall sign after the word "By" under the name of the Contractor. The same procedure shall apply to the proposal of a joint venture by two or more Bidders; however, if the signature is by an agent or attorney-in-fact for the joint venturers, then the Bid shall be accompanied by four (4) authenticated copies of the evidence of his authority to act on behalf of all of the joint venturers.

The envelopes containing the bids must be sealed, addressed to the City Clerk, City of Norwalk, City Hall, 125 East Avenue, P.O. Box 5125, Norwalk, Connecticut 06856-5125, and shall be plainly marked on the outside with the Contractor's name and title of the bid. If forwarded by mail, the sealed envelope containing the bid, and marked as directed above, must be enclosed in another sealed envelope addressed in the same manner and shall preferably be sent by Registered Mail.

## **§102-03 BID REQUIREMENTS AND RESTRICTIONS**

Each Bid shall specify the exact gross sum, in the manner hereafter described, for which the Work will be performed according to the plans and specifications and any addenda to the specifications, together with a unit price for each of the separate items as called for. The lowest bid shall be determined by the Director on the basis of the gross sum for which the entire Work will be performed, arrived at by a correct computation of all the items specified in the Bid at the unit prices stated there. The Director reserves the right to reject any Bid in which unit bid prices appear, in his judgment, to constitute an unbalanced Bid for the Work. Once a Bid is submitted it may not be changed, corrected or revised in any way.

Any Bid may be deemed informal which does not contain prices set opposite each of the several items for which there is a quantity exhibited in the itemize Bid or which shall in any manner fail to conform to the conditions of the published notice inviting proposals. The unit prices and gross sum Bid shall be indicated in words and figures. In case the amount shown in words and its equivalent in figures do not agree, the written words may, in the discretion of the Director, be considered binding.

**§102-04 BIDDER RESPONSIBILITY FOR SITE INFORMATION**

The bidder shall review all information provided by the City regarding the Project, all existing site and other related conditions. The bidder is advised that, while such information is given in good faith by the City, the City cannot ensure its sufficiency and accuracy and that such information is intended solely for reference purposes. The bidder is responsible to verify the status of all existing structures, equipment, systems and site conditions to obtain all information needed to properly perform the Work under the Project. The bidder shall examine the Contract Documents and the site of the Work and is responsible for being fully informed from personal examination of the same regarding the quantities, character, location and other conditions affecting the Work to be performed, including the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over, or under the site. The bidder will make no claim against the City by reliance upon any estimates, tests or other representations made by any officer or agent of the City with respect to the Work to be performed under the Contract. Particular attention is called to special notes and special specifications in the bid which may contain Contract requirements at variance with standard plans and specifications.

**§102-05 STATEMENT OF NON COLLUSION**

By submission of the bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bidder each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- A. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**§102-06 SUBSURFACE INFORMATION**

Boring logs and other subsurface information made available for the inspection of bidders were obtained with reasonable care and recorded in good faith by the Department.

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water

levels and/or water conditions indicated are as recorded at the time of the exploration. These levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall and other factors.

The locations of utilities or other underground man-made features were ascertained with reasonable care and recorded in good faith from various sources, including the records of municipal and other public service corporations, and therefore the location of known utilities may only be approximate.

Subsurface information is made available to bidders in good faith and for reference purposes only in order that they may have access to the same information utilized by the City for design and estimating purposes. Such information is not intended as a substitute for personal investigations, interpretations and judgment of the bidder. Rather, each bidder is responsible for verifying such information and obtaining all additional information necessary to properly perform the Work under the Contract Documents.

**§102-07      INTERPRETATIONS AND ADDENDA**

All questions about the meaning or intent of the Contract Documents shall be submitted to the Department in writing. In order to receive consideration, questions must be received by the Department at least ten days prior to the date fixed for the receipt of bids. Any interpretations of questions so raised which in the opinion of the Department require interpretations, will be issued by a written Addenda mailed, emailed or delivered to all parties recorded by the Department as having received the proposal blank prepared by the Department for the individual Contract no later than three days prior to the date fixed for opening of bids. The Department will not be responsible for oral interpretations or clarifications which anyone presumes to make on its behalf.

In addition, the Department may issue such written Addenda as may be necessary to clarify, correct or change the Contract Documents.

The Bidder shall acknowledge receipt of the Addenda in the space provided in the Bid form and further acknowledge that the provisions of each Addendum have been included in the preparation of the bid.

**§102-08      MODIFICATION OR WITHDRAWAL OF BID**

No modification to or explanation of any bid in any form, shall be accepted after the Bid has been deposited with the Norwalk City Clerk. No Bid shall be withdrawn or cancelled before the time designated for publicly opening, except upon such conditions as the Director may deem to be necessary. No Bid shall be withdrawn or cancelled after the time designated for opening such Bids publicly.

If the Bid is made by a firm, the name and place of residence of each member of the firm shall be given. If made by a corporation, the names of the president, secretary and

treasurer shall be given. If made by a partnership, the names of the partners shall be given.

#### **§102-09 BID DEPOSIT**

Every Bid must be accompanied by a certified check or bank cashier's check or bid bond payable to the City of Norwalk in the amount of fifteen (15) percent of the total bid amount. Said checks or bid bonds will be returned to the unsuccessful bidders upon the Award of the Contract.

#### **§102-10 CONTRACT CLAUSES REQUIRED FOR PUBLIC PROJECTS**

The execution of the Contract by the Contractor binds it to the following specific agreements:

- A. This Contract may not be assigned by the Contractor or its rights, title or interest assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Director.
- B. It is understood that the City is dependent upon receiving authorized appropriations or budgeted funds for this Project. The Contract for Work on the Project therefore, shall be deemed binding only to the extent of money being made available to the City for the performance of the Work thereunder. No liability on account of such Work shall be incurred by the City beyond monies available for the purpose thereof.
- C. It is hereby agreed that all applicable provisions of the Labor Laws of the State of Connecticut shall be carried out in the performance of Work under the Contract Documents.
- D. The relationship of the Contractor to the City is that of an independent Contractor. Accordingly, said Contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the City by reason hereof, and that it will not, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- E. The Contractor and anyone employing services for Work in connection with this Project shall not discriminate in any employment or work related practices.

#### **§102-11 OTHER CONTRACTS**

The City reserves the right to let other contracts in connection with the Work to be performed on the Project. Therefore, the Contractor may not have exclusive occupancy of the territory within or adjacent to limits of the Site.

The Contractor will be required to cooperate with all other Contractors and the owners of the various utilities in and around the Site and to coordinate and arrange the sequence of his work to conform with the progressive operations of such other work. Cooperation and adjustments with the Contractors already engaged and to be engaged upon the Site is essential to properly coordinate the construction efforts of all Contractors, Utility Owners, and Subcontractors engaged in the Work within and adjacent to the construction area of this Project.

In case of interference with the operations of the Utility Owners and other Contractors, the Director will be the sole judge of the rights of each Contractor and the sequence of Work necessary to expedite the completion of the entire Project. In all cases, the Director's decision shall be accepted as final.

#### **§102-12 FORMS**

The form and terms of Contract and bonds shall be that provided by the City of Norwalk, Corporation Counsel.

#### **§102-13 ENGINEERING CHARGES**

When the Work embraced in the Contract Documents is not completed on or before the date specified, engineering and inspection expenses incurred by the Department upon the Work, including engineering and inspection expenses incurred on the Work by railroad companies, from the completion date originally fixed in the Contract to the actual date of completion of the Work may be charged to the Contractor and may be deducted by the Department from the final monies due the Contractor. Consideration of any Extra Work or Order on Contract added to the original contract amount, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Department before assessing engineering and inspection charges against the Contractor. Such charges will be assessed, however, in cases where the Work has been unduly delayed by the Contractor without acceptable reasons, or due to inefficient operations, or any other reason for which the Department determines the Contractor liable.

#### **§102-14 EXEMPTION FROM TAX**

Purchases made by the City of Norwalk are exempt from payment of Federal Taxes, and State of Connecticut Sales and Use Taxes. Such taxes must not be included in the bid price of any item or materials permanently incorporated into the Work or furnished to the City under the Contract.

#### **§102-15 CHANGES IN AMOUNT OF BID**

All unit prices, lump sums, etc. listed in the Bid, are firm and not subject to change for one hundred twenty (120) days from the day Bids are opened.

**§102-16 SPECIAL SPECIFICATIONS AND NOTES**

The schedule of liquidated damages, the list designated by the City as "Specialty Items" and specific Contract Special Notes and Requirements, will be listed in this location of the Specifications.

§102-17 SAMPLE FORM OF AGREEMENT

**CITY OF NORWALK  
CONTRACT FOR CONSTRUCTION SERVICES  
WITH «VendorName»  
«Project»**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "CITY"), acting by and through «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized, and «VendorName», a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState»«VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter the "CONTRACTOR").

WITNESSETH: That the CITY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**ARTICLE 1. WORK TO BE DONE**

The CONTRACTOR shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as «Project» (hereinafter the "Project").

The Work shall be performed in strict compliance with the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions of Contract; the Project Plans; Special Conditions and Addenda; State Labor Department minimum wage rates; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will compensate the CONTRACTOR for the satisfactory completion of the Project and of all of the CONTRACTOR's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) in the manner set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the CITY exceeding the compensation stated herein. The CONTRACTOR's Work hereunder shall be overseen by Daniel J. Deering IV, its duly authorized President.

The CONTRACTOR hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has

investigated the nature, locality and site of the Project (the Site) and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the CITY or any third party, including any officer, agent, servant or employee thereof.

## **ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY**

The Work to be performed under this Contract shall be administered on behalf of the CITY by the Director of Public Works, referred to as the "Director." The CONTRACTOR acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the CITY. However, notwithstanding the above, no advice, directive or other recommendation or request by the CITY shall give rise to liability or responsibility on the CITY's part for any portion of the Work, nor shall it relieve the CONTRACTOR of its responsibilities hereunder.

## **ARTICLE 3. DOCUMENTS FORMING THE CONTRACT**

The Contract Documents shall be deemed to include the Bid Documents, including Addendum No. \_\_\_\_\_, dated \_\_\_\_\_; the CONTRACTOR's bid response, dated \_\_\_\_\_; this written Contract, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions for the Project; the Project plans; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in this Contract, whether or not physically inserted.

This Contract will supersede any agreement or Contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the CONTRACTOR shall govern.

## **ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE**

The CONTRACTOR confirms that it has carefully examined the Project Site, as well as its surrounding territory. As a result, the CONTRACTOR acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts,

conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site. The CONTRACTOR further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the CITY; and that it will make no claim against the CITY by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the CITY, or for costs incurred as a result thereof.

In addition, the CONTRACTOR agrees that, prior to starting any part of the Work, it shall carefully study and compare the various drawings, plans and other Contract Documents relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

#### **ARTICLE 5. DATE OF COMPLETION**

The CONTRACTOR further agrees that it will begin the Project herein described within ten (10) days of the date hereof, unless written instruction from the Director is given to begin at a different date. The CONTRACTOR shall diligently and continuously prosecute and complete the same and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project and any other scheduling requirements listed in the Contract Documents, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed no later than \_\_\_\_\_ (the "Completion Date"), unless such Completion Date is extended by written notice signed by the Director.

#### **THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR'S WORK HEREUNDER.**

No extension beyond this date of completion shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon such terms and conditions as may be set by the Director, which may include charges for professional services, engineering and inspection expenses incurred, (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least fifteen (15) days prior to the date of completion set forth above.

The CONTRACTOR shall work during such days and times as required by the CITY so as not to interfere with its use or operation of the Site. However, if the CITY deems it necessary, it may direct the CONTRACTOR to work overtime. If so directed, the CONTRACTOR shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the CITY will pay the CONTRACTOR for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the CITY.

The CONTRACTOR shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The CONTRACTOR shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the CITY's overall schedule requirements and it shall continuously monitor the Project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The CONTRACTOR shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

In the event the CONTRACTOR is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the CITY or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or suppliers, the CONTRACTOR's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the CONTRACTOR shall not be entitled to any such extension of time unless the CONTRACTOR (1) notifies the CITY in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

In no event shall the CONTRACTOR be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

In the event of a delay in the progress of the Work or disruption of, hindrance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the CONTRACTOR or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the CITY including, legal fees and disbursements incurred by the CITY (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the CONTRACTOR and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the CITY may or shall become liable, no extension of time shall be granted and the CONTRACTOR (and its surety) shall be liable to compensate the CITY for and indemnify it against all such costs, expenses, damages and liability. In addition, the CONTRACTOR shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the CONTRACTOR fail to make up for the time lost by reason of such delay, the CITY shall have the right to hire other contractors to work

overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the CONTRACTOR hereunder.

## **ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES**

Whenever the CITY determines that, for any reason deemed to be in the best interests of the Project, the scope of Work or plans for the Project should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the CONTRACTOR. Once the CITY has issued and signed a written Change Order in its standard form, the CONTRACTOR shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the CITY shall not constitute grounds for a claim by the CONTRACTOR for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the CITY shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The CONTRACTOR shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of CONTRACTOR's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the CITY shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

Payment for any unforeseen Work and/or changes shall be made as provided for in the Standard Specifications.

## **ARTICLE 7. MEANS AND METHODS**

The CONTRACTOR shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The CONTRACTOR shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. CONTRACTOR further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

## **ARTICLE 8. NO COLLUSION OR FRAUD**

The CONTRACTOR hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the CONTRACTOR for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the CITY, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

## **ARTICLE 9. ESTIMATES AND PAYMENT**

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the CITY, the CITY hereby agrees to make payments to the CONTRACTOR, based upon the unit prices set out in the Contract Documents. The procedure for processing payments is as follows: on or before the last day of each month the CONTRACTOR shall submit to the CITY, in the form required by the CITY, a written Application For Payment showing the value of the Work performed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the CONTRACTOR. The balance of such Application must be approved by the CITY and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the preceding month. The CONTRACTOR shall be paid ninety-five (95%) percent of such amount. The five (5) percent retained shall be held by the CITY until final completion and acceptance of all Work covered by this Contract; compliance by the CONTRACTOR with all of its responsibilities hereunder including the provision of signed waivers of lien from CONTRACTOR, its subcontractors and suppliers; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

Prior to commencing the Work, the CONTRACTOR shall submit to the CITY a detailed Schedule of Values showing the breakdown of the total Contract price into its various parts for approval. The CITY may modify the Schedule of Values, or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved payment Schedule.

The CITY reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

The CONTRACTOR agrees that, if and when requested to do so by the CITY, it shall furnish such information, evidence and substantiation as the CITY may require with respect to the nature and extent of all obligations incurred by the CONTRACTOR

for or in connection with the Work, all payments made by the CONTRACTOR thereon, and the amounts remaining unpaid and the reasons therefor.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the CITY either by incorporation in construction or upon receipt of any payment for the same by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the CONTRACTOR, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an agreement or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the CONTRACTOR or such other entity or person.

With each Application For Payment the CONTRACTOR shall certify to the CITY that the Work, for which payment is requested, has been fully completed in accordance with the Contract Documents; that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and that the CONTRACTOR has no claim outstanding against the CITY related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the CITY prior to the filing of such Application For Payment. If requested to do so, the CONTRACTOR will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the CITY.

The CONTRACTOR's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the CONTRACTOR fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the CONTRACTOR shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the CONTRACTOR fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the CITY, the Project, or the Project funds by any person claiming that the CONTRACTOR or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the CITY might become liable and which is chargeable to the CONTRACTOR; (3) the CONTRACTOR or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the CONTRACTOR fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the CITY shall have the right to retain from any payment then due or thereafter to become due an

amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the CITY for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The CITY shall have the right to apply and charge against the CONTRACTOR so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the CONTRACTOR shall be liable for the difference and promptly pay the same to the CITY. No person shall have any right or claim by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision.

This provision is not intended to limit or in any way prejudice any other right of the CITY.

The parties understand and acknowledge that no payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the CONTRACTOR from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the CITY constitute acceptance of the Work or any part thereof.

If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the CONTRACTOR, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The CITY will pay the CONTRACTOR therefor at the item prices in the Contract upon the CONTRACTOR's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the CONTRACTOR upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

#### **ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS**

The CONTRACTOR shall, within thirty (30) days after its receipt of payment from the CITY, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY.

The CONTRACTOR shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due

any of its own subcontractors, (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the CONTRACTOR an amount that includes payment for labor or materials furnished by such second tier subcontractor.

## **ARTICLE 11. FINAL PAYMENT**

Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the CITY accepts the Project and approves of all the Work performed hereunder; (2) the CONTRACTOR submits the following documents satisfactory to the CITY (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the CITY or CITY's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory two (2) year maintenance bond posted with the CITY ensuring the Project for a period of one (2) years from the date of final completion; (e) the CONTRACTOR provides all required certifications that all products and materials comply with applicable specifications and have been properly installed and/or incorporated into the Project including all applicable manufacturers' warranties for same; (f) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the CITY, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the CONTRACTOR, in a form satisfactory to the CITY, of a general release running to and in favor of the CITY; (g) all required Certified Payrolls acceptable to the State of Connecticut Department of Labor; and (h) all Change Orders with sufficient backup/documentation acceptable to the CITY. Should any claim be made or other obligation arise after final payment is made, the CONTRACTOR shall refund to the CITY all expenses paid by the CITY, to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the CONTRACTOR cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the CITY, the CONTRACTOR may furnish a bond satisfactory to the CITY promising to indemnify the CITY against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the CITY, the CONTRACTOR shall reimburse the CITY for moneys the CITY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment being tendered by the CITY shall constitute a waiver of claims by the CITY except those arising from:

- A. unsettled liens;
- B. faulty or defective Work or materials;
- C. failure of the Work or materials to comply with requirements of the Contract Documents; or
- D. terms of special warranties provided by the CONTRACTOR, its suppliers, or its subcontractors, or within the Contract Documents.
- E. Claims arising after the authorization of any payment.

Acceptance by the CONTRACTOR, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the CITY from any and all claims of any liability or responsibility to the CONTRACTOR for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the CITY or any of its officers, agents, or employees unless the CONTRACTOR serves a detailed and verified statement of claim upon the CITY prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The CONTRACTOR's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

#### **ARTICLE 12. FINAL ACCEPTANCE OF WORK**

When, in the opinion of the Director, the CONTRACTOR has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the CONTRACTOR, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the CITY shall thereupon notify the CONTRACTOR in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the CITY has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

#### **ARTICLE 13. SAFETY**

The CONTRACTOR agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The CONTRACTOR shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the CITY and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the

course of preparation, manufacture, treatment or storage. The CONTRACTOR shall, immediately upon receiving written notice from the CITY, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents. The CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The CONTRACTOR agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the CONTRACTOR neglect to take such corrective measures, the CITY may do so at the cost and expense of the CONTRACTOR and may deduct the cost thereof from any payments due or to become due to the CONTRACTOR.

Notwithstanding the foregoing, CONTRACTOR shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the CITY. Nothing set forth herein, nor any action or failure to act by the CITY, shall relieve the CONTRACTOR of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

#### **ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS**

The CONTRACTOR shall comply with all applicable laws, codes and regulations governing the Work and the Project, including any and all special requirements of the Contract Documents and shall require the same of its Trade Contractors and Subcontractors. In addition, all Trade Contractors and Subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

A. Equal Employment Opportunity and Affirmative Action

The CONTRACTOR agrees to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Presidential Executive Orders Numbers 11246, 11375 and 11063.

The CONTRACTOR further agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness -unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved- in any manner prohibited by the laws of the United States or of the State of Connecticut. The CONTRACTOR further agrees to take affirmative action to insure that applicants

with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The CONTRACTOR shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The CONTRACTOR agrees to comply with any request of the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

The CONTRACTOR agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The CONTRACTOR will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

B. In addition, CONTRACTOR shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
- Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;
- The Americans With Disabilities Act;

C. Prevailing Wage Requirements. This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

The CONTRACTOR shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the CONTRACTOR be entitled to any additional payment or any increase in the costs, fees or expenses payable by the CITY hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

D. State Labor and Employment Regulations

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed: In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the total cost of all Work to be performed in connection with the Project is Four Hundred Thousand Dollars (\$400,000.00) or more, or for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the CITY of Norwalk. Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the CITY determines that any mechanic, laborer or workman employed by the CONTRACTOR or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the CITY may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the CITY may prosecute the Work to completion by Contract or otherwise and the CONTRACTOR and its sureties shall be liable to the CITY for all costs incurred thereby in excess of the compensation to be paid under this Contract. Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

#### **ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT**

A. If, at any time, the CITY determines that the Work hereunder is not being performed according to the Contract, or for the best interest of the CITY or should the CONTRACTOR at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or should the CONTRACTOR become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the CONTRACTOR's part, the CITY shall have the right, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the CONTRACTOR and proceed with the Work under its own direction in accordance with the Contract specifications and in such manner as the Director determines to be in the best interests of the CITY or, the CITY may terminate the CONTRACTOR's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project. In any of the foregoing events, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the CITY, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, including attorneys' fees, and all other charges incurred by the CITY for the completion of the Work as a result shall be charged to the CONTRACTOR and deducted by the CITY from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the CITY and of performing and furnishing all labor, services, materials,

equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with procurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the CONTRACTOR and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the CONTRACTOR's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the CONTRACTOR to the CITY. In computing the amounts chargeable to the CONTRACTOR, the CITY shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the CONTRACTOR shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law. Should the CITY reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the CONTRACTOR pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the CONTRACTOR and the CITY may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

Termination or suspension under this section shall not give rise to any claim against the CITY for damages or compensation in addition to that provided hereunder.

#### **ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS**

The Work shall be performed and furnished under the direction and to the satisfaction of the CITY and, where appropriate, its Architect or Engineer. The CONTRACTOR shall be responsible for identifying any ambiguity in, or difference in interpretation of the plans, specifications or other Contract Documents, or between or among any of them, and immediately submitting the issue to the CITY, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The CITY will furnish to the CONTRACTOR any additional information and Plans as may be prepared to further describe the Work and the CONTRACTOR shall conform to and abide by the same.

Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the CONTRACTOR to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work. The CONTRACTOR shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the CONTRACTOR of its obligation to perform the Work according to the Plans, Specifications, the Special Conditions, Addenda and all other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which

obligation and responsibility shall continue until completion and acceptance of the Project.

The CONTRACTOR's submission of a shop drawing shall constitute the CONTRACTOR's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the CONTRACTOR shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the CITY in writing and allow the CITY a reasonable time to have such improper conditions and defects remedied.

#### **ARTICLE 17. REJECTED WORK AND MATERIAL**

In the event the CITY finds that the materials furnished, the finished Project or the Work performed hereunder by the CONTRACTOR, for any reason, does not conform with the requirements of the Contract Documents including any performance and Project specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the CITY, by and at the expense of the CONTRACTOR.

The CONTRACTOR agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the CITY and replace the same with Work or material satisfactory to the CITY. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

#### **ARTICLE 18. LAWS, PERMITS, AND LICENSES**

The CONTRACTOR shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the CITY. CONTRACTOR shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work. The CONTRACTOR shall at any time upon demand furnish such proof as the CITY may require showing such compliance and the correction of such violations. The CONTRACTOR agrees to save harmless and indemnify the CITY, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the

CONTRACTOR's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

#### **ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY**

The CONTRACTOR agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The CONTRACTOR further agrees to take affirmative action to insure that applicants with job-related qualifications are fairly employed and that employees are treated in a fair and nondiscriminatory manner.

The CONTRACTOR agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

#### **ARTICLE 20. SUCCESSORS AND ASSIGNS**

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the CONTRACTOR nor shall the CONTRACTOR's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

#### **ARTICLE 21. RESPONSIBILITY FOR THE SITE**

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the CONTRACTOR shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the CONTRACTOR or anyone employed by it in the performance of the Work, however caused. Accordingly, the CONTRACTOR shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of

its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the CONTRACTOR fail to perform any of the foregoing to the CITY's satisfaction, the CITY shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the CONTRACTOR.

## **ARTICLE 22. INSURANCE**

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing the Project, the CONTRACTOR shall furnish the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

## **ARTICLE 23. INDEMNIFICATION**

A. The CONTRACTOR expressly agrees to that it shall at all times indemnify, defend and save harmless and that it shall require its own contractors, subcontractors, officers, agents, principals, representatives, consultants and employees to indemnify, defend and save harmless the City of Norwalk and its respective officers, agents and employees, from and against any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation related to personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with this Contract Project and the Work to be performed hereunder by the CONTRACTOR, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The CONTRACTOR shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder. The CITY may withhold from any payment due or to become due to the CONTRACTOR an amount sufficient in its judgment to protect and indemnify the CITY, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

B. With respect to State funded or Administered Construction Projects, the CONTRACTOR agrees to indemnify and hold harmless the State, its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Agreement or the Project or Work contemplated hereunder, including the acts of commission or omission (collectively, the "Acts") of the CONTRACTOR or the CONTRACTOR's officers, agents, employees, servants or consultants (Contractor's Parties); and (2) liabilities, damages, costs, and expenses including but not limited to, attorneys' and other professionals' fees, arising directly or indirectly, in connection with any action, suit, claim, demand, investigation or proceeding of any kind, pending or threatened, whether mature or unmature and, contingent, known or unknown at law or in equity in any forum, acts of the CONTRACTOR or the Contractor's Parties this Agreement, or any work hereunder, including but not limited to, design errors or omissions and failures to make necessary arrangements for utility work.

The CONTRACTOR and the Contractor's Parties' duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement and any extension thereof, without being lessened or compromised in any way, even where the CONTRACTOR and the Contractor's Parties are alleged or found to have merely contributed in part to the actions or omissions giving rise to the Claims and/or where the State or CITY is alleged or is found to have contributed to the actions or omissions giving rise to the Claims.

The CONTRACTOR and the Contractor's Parties shall carry and maintain at all times during the term of this Agreement, and during the time that any provisions survive the term of this Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The CONTRACTOR and the Contractor's Parties shall name the CITY and the State of Connecticut as additional insureds on the policy. The CITY and the State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that either the CITY or the State is or was contributorily negligent.

Nothing in this provision, or elsewhere in this CONTRACT, shall be deemed to relieve the CONTRACTOR of its duty to defend the CITY or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the CONTRACTOR, the CITY, or any Indemnified Party, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Contract, CONTRACTOR hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

## **ARTICLE 24. SUBCONTRACTING AND ASSIGNMENTS**

The CONTRACTOR shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the CITY approves of the hiring of subcontractors or subconsultants to pursue the Project, the CONTRACTOR agrees to cooperate as fully as possible with the CITY and any and all such subcontractors and subconsultants in the interests of the Project. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the CITY to agree in a written Contract to observe and be bound by all obligations and conditions of this Contract to which CONTRACTOR is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract agreement shall preserve and protect the rights of the CITY and the Project Architect/Design Engineer, under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY pursuant to the Contract Documents.

Nor shall CONTRACTOR assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the CITY in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event CONTRACTOR assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the CITY of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the CITY until the CITY provides its written consent to such Assignment.

The CONTRACTOR agrees that any such Assignment or subcontract shall not relieve the CONTRACTOR of any of its agreements, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the CITY and assignee or transferee. CONTRACTOR further agrees that all of the CITY's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. The CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY from and against any and all loss, cost, expense or damages that the CITY has or may sustain or incur in connection with such Assignment.

## **ARTICLE 25. WARRANTY**

The CONTRACTOR hereby warrants to the CITY that all of the Work shall be in conformance with the Plans, Specifications, and all Contract Documents and shall be of good quality and free from any faults and defects.

The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the CITY any portion of the Work, materials or equipment which, at any time up until two (2) years from the date of final acceptance of the Work hereunder, the Architect or the CITY shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or the plans, specifications or other Contract Documents, and the CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

Without limiting the generality of the foregoing, the CONTRACTOR warrants to the CITY that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the CITY's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by CONTRACTOR at its own cost and expense. All warranties contained in this Contract and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

## **ARTICLE 26. NOTICE OF CLAIMS**

Claims by either party must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the claimant first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the other party at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the claimant's information.

## **ARTICLE 27. LIQUIDATED DAMAGES**

It is understood by the parties that timely completion of the Project is essential. Failure of the CONTRACTOR to complete the Project by the date stated herein will result in the CITY and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the CONTRACTOR fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time

that may have been allowed, there shall be deducted from any monies due or that may become due the CONTRACTOR, the sum of \_\_\_\_\_ **AND NO CENTS (\$\_\_\_\_.00)** for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

## **ARTICLE 28. GENERAL PROVISIONS**

A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the CITY for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the CITY beyond such moneys as are properly made available and appropriated for the Project.

B. The relationship of the CONTRACTOR to the CITY is that of an independent CONTRACTOR. The CONTRACTOR covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the CITY by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

C. The CONTRACTOR hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the CONTRACTOR be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The CONTRACTOR further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

D. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Contract.

E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

F. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

G. This Contract when fully executed and approved, incorporates and constitutes all the understandings of the parties hereto, supersedes any and all agreements, communications, representations, and negotiations either oral or written, between the parties, and all commitments made by the parties prior to the execution of this Contract with respect to the subject matter hereof, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

J. **Remedies are nonexclusive.** No right, power, remedy or privilege of the CITY shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive or any other right, power, remedy or privilege available to the CITY at law or in equity.

K. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City:

\_\_\_\_\_, Director  
Public Works Department  
125 East Avenue, P.O. Box 5125  
Norwalk, Connecticut 06856-5125

With copies to:

Office of Corporation Counsel  
125 East Avenue, P.O. Box 798  
Norwalk, Connecticut 06856-0798

To the Contractor:

L. The CONTRACTOR represents to the CITY as follows:

(i) that the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(ii) that the CONTRACTOR has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

(iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

(iv) that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

M. The CITY of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations. By signing this Contract the CONTRACTOR hereby certifies to the City of Norwalk that it is in compliance with all applicable regulations and laws governing employment practices.

N. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors, consultants, and consulting engineer, as applicable, to comply with. The Contractor hereby acknowledges that such requirements

are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of its applicable Contract. The Contractor shall observe all Federal, State and Local Laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

O. Conflict. In case of a conflict between the provisions of the Contract any State and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

P. Revision to State/Federal Manuals. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date of the Contract.

Q. Review of Municipality's Activities. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

**IN WITNESS WHEREOF**, this Contract has been executed in four (4) counterparts by the CITY, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the CONTRACTOR has duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**CITY OF NORWALK**

\_\_\_\_\_  
**Witness**

**By:** \_\_\_\_\_

**Its Mayor  
Duly Authorized**

\_\_\_\_\_  
**Witness**

**Date Signed:** \_\_\_\_\_

Signed, Sealed and Delivered  
in the Presence of:

**«VendorName»**

\_\_\_\_\_  
**Witness**

**By:** \_\_\_\_\_

**Its  
Duly Authorized**

\_\_\_\_\_  
**Witness**

**Date Signed:** \_\_\_\_\_

**(Affix corporate seal if a  
corporation.)**

**APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL**

**By:** \_\_\_\_\_

**APPROVED AS TO  
AVAILABILITY OF FUNDS:**

**By:** \_\_\_\_\_  
**Comptroller**

**Date:** \_\_\_\_\_

## **SECTION 103 AWARD AND EXECUTION OF CONTRACT**

### **§103-01 AWARD OF CONTRACT**

Award of Contract will be made only to the lowest responsible bidder as will best promote the public interest. The City reserves the right to reject any or all Bids or any portion thereof, or, to award to other than the low bidder, to waive minor informalities, to advertise for new bids, or to proceed to do the Work otherwise, if, in its opinion, the best interests of the City will thereby be promoted.

If requested by the City, the bidder must present evidence of experience, ability and financial standing, as well as a statement as to equipment.

### **§103-02 EXECUTION OF CONTRACT**

The person or persons whose Bid is accepted will be required to execute the written Contract provided by the Corporation Counsel and to comply in all respects with the insurance coverage and bonding requirements relating to the Contract within ten days of the date of the delivery of the Contract form by the Corporation Counsel. In case of failure or refusal on the part of the bidder to deliver the duly executed Contract to the Corporation Counsel within the ten day period herein mentioned, the amount of the bid deposit made will be forfeited to the City of Norwalk.

The Contractor agrees that he will conduct his operations in compliance with all the laws, and regulations of the United States, the State of Connecticut, the City of Norwalk. All costs due to compliance with the above described laws, regulations, and ordinances shall be included in the prices bid for Contract Items unless otherwise provided for in the Contract.

### **§103-03 RIGHT TO SUSPEND WORK AND CANCEL CONTRACT**

If at any time during the prosecution of the Work the Director of Public Works determines that the Work upon the Contract is not being performed according to the Contract Documents or in accordance with the best interests of the City, the execution of the Work by the Contractor may be temporarily suspended by the Director, who may then proceed with the Work under his own direction in such manner as will accord with the Contract Documents and be for the best interests of the City; or he may terminate the Contractor's employment under the Contract while it is in progress, and thereupon proceed with the Work, in affirmance of the Contract, by a new Contract negotiated or publicly let, by the use of his own forces, by calling upon the surety to complete the Work in accordance with the plans and specifications or by a combination of any such methods. If the cost of completing the Contract exceeds the price for which it was originally awarded, such costs shall be charged to and paid by the Contractor or its surety.

Whenever the City determines to suspend or stop work under the Contract, a written notice sent by mail to the Contractor at his address and to the sureties at their respective addresses, shall be sufficient notice of its action.

#### **§103-04 BONDS**

The Contractor shall procure and maintain without any expense to the City and until final acceptance of the Work the following:

A. **FAITHFUL PERFORMANCE BOND.** A bond in the form acceptable to the Corporation Counsel with sufficient sureties, to ensure that the Contractor will perform the Work in accordance with the terms of the Contract and with the plans and specifications, therefore, and that the same will be completed within the time prescribed in the Contract;

B. **LABOR AND MATERIAL BOND.** A bond in a form acceptable to the Corporation Counsel guaranteeing prompt payment of all monies due all persons supplying the Contractor or a Subcontractor with labor or materials employed or used in carrying out the Work. The bond shall inure to the benefit of the persons supplying such labor or materials.

C. **MAINTENANCE BOND.** See Section 109-15.

D. **AMOUNT OF BONDS.** The amounts of the Faithful Performance Bond and Labor and Material Bond shall each be 100% of the amount of the Contract price.

E. All bonds shall be submitted to the office of the Norwalk Corporation Counsel for review at least five days prior to the scheduled signing of a Contract. No work on the Contract shall commence until such bonds have been properly completed and submitted.

#### **§103-05 LIQUIDATED DAMAGES**

Time is of the essence for the Project. The Contractor is expected to perform the Work within the time limitations set out in the Contract Documents, with due allowance being made for any extensions of time made in accordance with the provisions herein set out. In the event that the Contractor shall not so perform, it shall be liable to the City for liquidated damages in accordance with that specified in the Contract, for each calendar day that the Contractor is in default of completion. The City will deduct the liquidated damages from any amount due or that may become due to the Contractor, or to collect the liquidated damages for the Contractor or its surety.

## **SECTION 104 SCOPE OF WORK**

### **§104-01 WORK REQUIRED**

The Contractor shall be required to perform all Work enumerated under the different items of the Contract and to protect all adjoining property, all Utilities and existing roadway facilities within the Right-of-Way/Site and to repair or replace any such properties, Utilities and facilities damaged or destroyed by him or his employees in performing the Work, both within and adjacent to the Right-of-Way/Site.

The Contractor's attention is directed to the fact that during the life of this Contract the owners and operators of Utilities may make changes in their facilities within the limits of or adjacent to this Contract which may be both temporary and permanent. The Contractor shall be responsible for the coordination of the Work of his various Subcontractors. Their respective operations shall be arranged and conducted so that delays will be avoided. Where the Work of the Contractor, or Subcontractors, overlaps or dovetails with that of other Contractors, materials shall be delivered and operations conducted so as to carry on the Work continuously in an efficient and workmanlike manner.

Delays or oversights on the part of the Contractor or Subcontractors or Utility owners in getting any or all of their Work properly done, thereby requiring the cutting, removing and replacing of Work already in place, shall not be the basis of a claim by the Contractor or request by the Contractor for extra compensation. Such Work will be performed at the cost and expense of the offending Contractor, Subcontractor or Utility owners.

### **§104-02 ALTERATIONS AND OMISSIONS**

The Work shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the City other than the consideration named therein.

The City reserves the right, at any time during the progress of the Work, to alter the plans or omit any portion of the Work as it may deem reasonably necessary for the public interest. In such event, allowances will be made for additions and deductions in compensation at the prices named in the bid for this Work and shall not constitute grounds for any claim by the Contractor for damages, loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the Work as done.

### **§104-03 CONTINGENCIES, EXTRA WORK, DEDUCTIONS**

Whenever the Director of Public Works determines that from any unforeseen cause the terms of any Contract should be altered to provide for changes, contingencies or Extra Work, he may issue an Order on Contract to the Contractor who shall forthwith proceed

with the performance of the Work and the furnishing of the materials and equipment necessary for its accomplishment in accordance with the pertinent specifications. No such Extra Work shall be commenced or undertaken until the Director has issued a signed, written Order on Contract.

No instruction or Extra Work, either written or verbal, shall be construed as an order for changes unless it be in the form of a written Order on Contract bearing the signed approval of the Director.

Payment for unforeseen Work shall be made as provided for in §109-04 "EXTRA AND FORCE ACCOUNT WORK."

#### **§104-04 CLOSING OF HIGHWAY**

The legal closing of a roadway and/or street to public travel in the manner provided by the Code of the City of Norwalk will be accomplished by the Director of Public Works when requested. All roadways are not closed during highway construction operations.

When a highway, roadway or street is legally closed and public travel diverted therefrom adequate warning, danger and direction signs and lights shall be erected and maintained by the Contractor to properly and reasonably protect the public by day and by night. Suitable barricades shall also be erected at the ends of such closed sections of roadways and large signs displayed indicating such closure. All signs, barricades and other traffic control devices used shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways as approved and amended.

#### **§104-05 RESTRICTED USE OF HIGHWAY**

Pursuant to the Contract, the Director may, when it is determined to be necessary, place restrictions in the use of any particular section of roadway under construction.

The Director will therefore cause signs indicating such restrictions to be placed at such points as he deems necessary for the safe use of the roadway, as restricted. The traveling public and the Contractor must observe and comply with these restrictions as posted, except that the Contractor may be allowed greater latitude with respect to size and weight of construction equipment. The size and weight of construction equipment used within the Contract limits will be limited to that which is suitable and practical for the operation at hand so as not to injure or cause damage to the Work that is being done or to that portion of the old roadway that is to be retained as part of the completed Contract.

The Engineer's determination shall control. The Contractor may therefore utilize such equipment which does not exceed the legal weights outlined in the Vehicle and Traffic laws of the State of Connecticut without specific approval. Loads in excess of the legal weights will not be permitted on any structure, on any new pavements, or on any resurfacing Contract, except as provided under §105-12, "Construction Equipment".

## **§104-06 CLEANING UP**

During the Project the Contractor shall maintain the Site in a clean, orderly and safe condition at all times. Upon completion of the Work, the Site shall be neatly cleaned up and restored according to the Engineer's directions, so that the Site shall be left in a neat and orderly condition.

Any salvaged material not specified to be disposed of otherwise, shall become the property of the Contractor and removed from the Site.

## **§104-07 METHODS AND EQUIPMENT**

Where particular methods or equipment are specifically required in these specifications, the Contractor may apply in writing to the Engineer for authorization to use alternate methods and equipment to provide the same results. Such alternates may be used only after favorable recommendation by the Engineer and the written approval of the Director. When, in the opinion of the Engineer, satisfactory results are not being obtained using the Contractor's alternate methods and equipment, the methods and/or equipment shall be immediately modified to produce satisfactory results in accordance with the requirements of the Director.

## **SECTION 105 CONTROL OF THE WORK**

### **§105-01 STOPPING WORK**

The Director may stop by written order any Work or any part of the Work under the Contract if the methods or conditions are such that unsatisfactory Work might result, or if improper material or workmanship is being used.

### **§105-02 ORDERS TO FOREMEN**

Whenever the Contractor or its superintendent is not present on any part of the Work where it may be desired to give directions, orders will be given by the Engineer or his representative and shall be received and obeyed by the person in charge of the particular Work for which the orders are given. All foremen shall be acceptable to the City. The Director has the right to accept or reject anyone proposing to serve as foreman on the Project.

### **§105-03 ACCURACY OF PLANS AND SPECIFICATIONS**

The detail plans and specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the Work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the Work, field conditions may require reasonable modifications in the details of plans and quantities of Work involved. Work under all

items in the Contract Documents must be carried out to meet these field conditions to the satisfaction of the Engineer and in accordance with his instructions and the Contract specifications.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers an error or omission in the plans or specifications, it shall immediately notify the Engineer in writing. The Engineer will then make corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

#### **§105-04 CONFORMITY WITH PLANS AND SPECIFICATIONS**

All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Plan dimensions and Contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the Work shall be so controlled that material or Work will not be preponderantly of borderline quality or dimension.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications but that reasonably acceptable Work has been produced, he shall then make a determination whether the Work is reasonably satisfactory and, on that basis shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds that the materials, the finished product in which the materials are used, or the Work performed is not in reasonably close conformity with the plans and specifications and has resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

**§105-05 PROJECT RECORDS**

The Engineer is required to keep project records in accordance with the standard procedures in force at the time the project is started. The Contractor is invited to review these procedures with the Engineer if he so desires.

**§105-06 INTERPRETATION OF PLANS**

In case of any difference in the interpretation of the plans, specifications or maps, or between them, the matter must be immediately submitted to the Director of Public Works, who shall adjust the same, and his decision shall be final and conclusive.

**§105-07 SUSPENSION, POSTPONEMENT OR TERMINATION OF CONTRACT**

**A. Suspension, Postponement or Termination by the City.**

(1) For Convenience. The City, at its sole discretion, may suspend, postpone, or terminate a Project and its Contract for convenience or as a result of any Contract termination by or loss of funding from any third party source such as the state or federal government. To effectuate such a suspension, postponement or termination, the City will give the Contractor twenty (20) days prior notice, and such action shall in no event be deemed a breach of the Contract by the City.

(2) For Cause. As a result of the Contractor's breach of the Contract or failure of the Contractor, its subcontractor, consultant, consulting engineer, or any combination of the foregoing to perform the Work required on any particular Project to the City's satisfaction in accordance with the Contract Documents, the City may suspend, postpone or terminate the Contract for cause by giving the Contractor ten (10) days notice, provided that the Contractor fails to cure, or begin to cure, the breach or failure, to the satisfaction of the City in its sole discretion, within such cure period that the City may, in its sole discretion, set forth in the notice. Such notice shall specify the extent to which performance of Work under the Contract is being suspended, postponed or terminated and the date upon which such actions shall be effective. Termination for cause by the City will not prejudice the right of the City to pursue any of its remedies for breach, including recovery of any compensation paid to the Contractor prior to termination for cause.

**B. Funding of Acceptable Work.** Upon suspension, postponement, or termination in accordance with subsection (a) the City may compensate the Contractor for its expenditures, if any, up to the percentage of acceptable Work completed as of the date of termination, in accordance with the following:

(1) The City, may, at its sole discretion, reimburse the Contractor at the Contract unit prices (as specified in the bid documents) for the actual number or units of Contract items completed prior to the effective date of termination, or as may be agreed

by the parties for items of Work partially completed, provided the City finds the Work to be acceptable. If the Work is not acceptable, the City may withhold payment to the Contractor at its sole discretion. No claim for loss of overhead or anticipated profits that may be asserted by the Contractor or its subcontractors, consultants or consulting engineer will be allowed or funded as a reimbursable Project cost.

(2) When the volume of Work completed, as of the termination date, is not sufficient to reimburse the Contractor under Contract unit prices (as specified in the bid documents) for its related expenses, the City, at its sole discretion, may reimburse the Contractor for such expenses depending on the availability of additional funding.

(3) Materials obtained by the Contractor or its subcontractor for the Project that have been inspected, tested as required, and accepted by the City, and that have not been incorporated into the Work may be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the City, as shown by actual cost records. The Contractor will be reimbursed by the City for such costs of the material and the City, at its sole discretion, will determine which material will become the property of the City.

(4) If the City or other applicable governmental authority deems any of the Work that the Contractor performed, or engaged a subcontractor to perform on its behalf, to be unacceptable, then upon demand by the City or other applicable governmental authority the Contractor shall promptly return, in whole or in part, to the City or other applicable governmental authority the funding that, prior to the effective date of termination, was disbursed to the Contractor to fund that unacceptable Work.

C. Termination of a specific Project shall not relieve the Contractor or its subcontractor, consultant, or consulting engineer of its responsibilities for the Work completed as of the termination date, nor shall it relieve the Contractor or any subcontractor or its surety of its obligations concerning any claims arising out of the Work performed on the Project prior to the termination date or any obligations existing under bonds or insurance required by this or any other agreement with the City.

#### **§105-08 COOPERATION BY THE CONTRACTOR**

The Contractor shall give his constant personal attention to the Work while it is in progress or he shall (with the approval of the Director ) place it in charge of a competent, professional and reliable superintendent, who shall have authority to act for the Contractor and who shall be acceptable to the Engineer. The Contractor shall, at all times, employ labor and equipment which shall be sufficient to prosecute the several classes of Work to full completion in the manner and time specified. All workmen must have sufficient skill and experience to properly perform the Work assigned them. All workmen engaged on special or skilled Work shall have had sufficient experience in such Work to properly and satisfactorily perform it and operate the equipment involved. Any person employed by the Contractor whom the Engineer may deem incompetent or unfit

to perform the Work shall be at once discharged, and shall not be again employed. In case the Contractor disagrees with the Engineer regarding the discharge of such employees, the matter may be reviewed by the Director, and his decision shall be accepted as final.

#### **§105-09 WORK AFFECTING RAILROADS**

All Work on any project affecting a Railroad Company's property, right of way facilities shall be carried out under the joint supervision of the Department and the Railroad Company in a manner satisfactory to both these agencies.

#### **§105-10 STAKEOUT**

The Contractor shall perform all layout Work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all cost in connection therewith shall be included in the Unit Prices Bid unless a specific Item is listed in the Bid Form.

The Contractor shall employ competent personnel and all Work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protection and safeguarding of all control points and benchmarks set by the Engineer. Any replacement or re-establishment of control points or benchmarks by the Engineer, shall be at the expense of the Contractor.

#### **§105-11 REMOVAL OF UNSATISFACTORY WORK**

Wherever or whenever the Director shall consider it necessary to remove any portion of the Work executed under this Contract for inspection or for any other purpose, no payment shall be made for such removal or for replacement of the Work to satisfactory condition in case such inspection shows that the Work was not constructed in accordance with the terms of the Contract Documents; nor shall payment be made for the removal or replacement of any Work which may itself be satisfactory, but the removal of which is necessary for the replacement of unsatisfactory Work.

But if such inspection shows that the Work was constructed in accordance with the terms of the Contract, payment shall be made for the removal and replacement at fair and reasonable prices for the Work performed under an Order on Contract.

All Work shall be in a first-class and satisfactory condition in compliance with the Contract Documents at the time of the acceptance of the completed Project.

#### **§105-12 CONSTRUCTION EQUIPMENT**

It is the intent of these specifications to permit the use of the most efficient equipment that is consistent with conditions at the time of use. It is, however, anticipated that seasonal or weather conditions combined with the nature of the terrain or character of

the site will often require the use of lighter and smaller equipment that might be used under optimum conditions.

Construction equipment exceeding the maximum axle loading allowable by law shall not be operated on or across any segment of pavement or structure, which is to be retained as part of the ultimate section without specific authorization in writing by the Engineer. This authorization shall indicate specifically the limits within which such equipment with over legal axle loads shall operate, frequency of such over loads and any other limiting factors consistent with conditions.

If the Engineer determines that the use of heavy equipment on portions of the road section other than pavement, on any part of or all of a Contract, is having or will result in detrimental effects on the finished roadway he will so notify the contractor in writing and shall indicate the maximum weight and/or axle load for any equipment that may be used for any specific operation or location.

### **§105-13 CONSTRUCTION EQUIPMENT IDENTIFICATION**

All construction equipment used for compaction purposes shall be marked by means of an identification plate or other approved means indicating:

- A. Name.
- B. Model.
- C. Weight (Net and Ballast)
- D. Year of Manufacture.

This means of identification shall be permanently attached to the equipment, shall not be altered in any manner and shall be legible at all times.

### **§105-14 DISPUTED WORK**

If the Contractor is of the opinion that any work ordered to be done as Contract Work by the Engineer is Extra Work, and not Contract Work, or that any order of the Engineer violates the provisions of the Contract, the Contractor shall promptly notify the Director and the Engineer in writing of his contentions with respect thereto, and the Director shall make a finding thereon which shall be accepted by all parties as final. The Work shall, in the meantime, be progressed by the Contractor as required and ordered. During the progress of such disputed work the Contractor and Engineer shall keep daily records and make reports of all labor, material and equipment used in connection with such Work and the cost thereof as specified in §109-04 "EXTRA AND FORCE ACCOUNT WORK."

If the Director determines that the work in question is Contract Work, and not Extra Work, and that the order complained of is proper, he shall direct the Contractor to continue the disputed Work and the Contractor must promptly comply. The Contractor's right to file a claim for extra compensation or damages will not be affected in any way by

his complying with the directions of the Director, provided the Contractor continues to keep and furnish the Engineer with Force Account Reports as specified in §109-04.

If the Director determines that such Work is Extra Work, and not Contract Work, or that the order complained of is not proper, then the Director shall have prepared, if necessary, an Order on Contract covering such Work. This will be done as soon after the determination as is practical. Adjustments in Contract items or the addition of new items to the Contract necessitated by any such determination may be made up until the time the final agreement is submitted for payment provided that all the requirements of this subsection, "Disputed Work" and the section entitled §104-03 "CONTINGENCIES, EXTRA WORK, DEDUCTIONS," are complied with.

In the event the Contractor fails to furnish force account reports, such failure shall constitute a waiver of any claim of payment for disputed Work other than for payment at Contract unit prices for the Work performed.

#### **§105-15 CONTRACTOR'S RESPONSIBILITY FOR WORK**

The Contractor is responsible for carrying out the provisions of the Contract Documents at all times, regardless of whether an authorized inspector is present or not. Any Work or item that is, at any time, found to be out of specifications or not in compliance with the plans shall be subject to such corrective measures as are directed in writing by the Engineer.

Additionally, the Contractor shall reimburse the City for all construction and other costs related to the Project that result from or arise out of the errors or omissions of the Contractor, its subcontractors, agents, employees, or consultants including but not limited to errors or omissions related to the inadequate inspection, Contract administration or construction activities. The costs to be reimbursed will include all amounts attributable to Contractor's errors or omissions, as determined by the City. This provision will survive the termination or expiration of the Contract, and the final acceptance of the Work or Project.

#### **§105-16 CLEARING AND GRUBBING**

When no price for ITEM 201, "Clearing and Grubbing," is asked for on the Bid form, the cost of the Work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Clearing and Grubbing" will be made.

#### **§105-17 PREPARATION OF SUBGRADE**

When no price for ITEM 209, "Preparation of Subgrade" is asked for on the Bid form, the cost of the Work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Preparation of Subgrade" will be made.

**§105-18 MAINTENANCE AND PROTECTION OF TRAFFIC**

When no price for ITEM 971, "Maintenance and Protection of Traffic," is asked for on the Bid form, the cost of the Work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Maintenance and Protection of Traffic" will be made.

**SECTION 106  
CONTROL OF MATERIALS**

**§106-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

All materials used in the Work shall meet the quality requirements described in the Material Detail Section of the specifications unless the same are altered by specific notes shown upon the plans, or in the Bid.

It shall be the responsibility of the Contractor to advise the Engineer of the sources of proposed materials sufficiently in advance of their use.

Immediately upon award of the Contract, the Contractor shall furnish in writing to the Engineer the sources of supply, types of all items and kinds of materials, which he proposes to use in the Work. No change shall be made in the sources of supply or kinds of materials or in the type of any item except upon written approval by the Engineer.

**§106-02 STORAGE OF MATERIALS**

Materials shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials, even though accepted before storage, shall be inspected prior to their use in the Work and shall meet the requirements of the Contract at the time of their use.

**§106-03 CERTIFICATIONS**

The Contractor shall furnish at his own expense and upon request of the Engineer a certified test report, materials certificate and certificate of compliance for all items and materials incorporated into the Work.

These documents shall be forwarded to the Engineer. In addition, a copy of the certified test report and materials certification shall be forwarded to the Project Site.

Materials requiring such documentation may be conditionally incorporated in the Work prior to receipt of a certified test report and a materials certificate; however, payment for such incorporated materials will not be made prior to receipt of the required documentation which shows that the material meet the requirements of the specifications.

If the reports and certificates show the material conditionally incorporated in the Work does not meet the requirements of the specifications, such material shall be removed and replaced with material which does meet the requirements, at no cost or expense to the City.

A certified test report is a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the plans and specifications, and shall also include the following information:

1. Item number and description of material;
2. Date of Manufacture;
3. Date of Testing;
4. Name of organization to whom the material is consigned;
5. Quantity of material represented, such as batch, lot, group, etc.;
6. Means of identifying the consignment, such as label, marking, lot
7. Date and method of shipment;
8. Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

A Material Certificate is a document certifying that the materials, components and equipment furnished, conform to all requirements of the plans and specifications. The document shall also include the following information:

1. Project to which the material is consigned;
2. Name of Contractor to whom material is supplied;
3. Item number and description of material;
4. Quantity of material represented by the certification;
5. Means of identifying the consignment, such as label, marking, lot number, etc.;
6. Date and method of shipment.

The material certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and shall be notarized.

A Certificate of Compliance is a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate, have been installed in the Work and that they conform to all the requirements of the plans and specifications. The following information shall also be required on the document:

1. Project number;
2. Item number and description of material;
3. Quantity represented by the certificate;
4. Name of manufacturer.

The certificate of compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

**§106-04 WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS**

Manufacturers' warranties and guarantees furnished for materials used in the Work and instruction sheets and parts lists supplied with materials shall be delivered to the Engineer prior to acceptance of the Work, and shall be written so as to provide to the City the benefit of their protections.

**§106-05 EQUIVALENTS**

The requirements for apparatus, articles, or materials shall be specified, if feasible, in generic terms, which afford competition for equivalent products or items. When no generic specification can be found or devised, a minimum of at least three, if available, known acceptable trade names or proprietary products shall be provided for the Contractor's benefit and to afford the desired competition.

**The Director shall be the judge of the qualifications of the products and will determine all questions regarding the conformance of any item with the specifications.**

**§106-06 DOMESTIC MATERIALS**

Preference will be given to articles or materials manufactured or produced within the United States, conditions of quality and price with duty being equal. Unless otherwise stated in the Bid or on the plans, it will be understood that only domestic articles or materials will be used on the job.

**§106-07 SHOP DRAWINGS**

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, copies of all Shop Drawings, which shall have been identified, checked by and stamped with the approval of the Contractor as the Engineer may require. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and all other necessary data to enable the Engineer to review the information as required.

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

At the time of each submission, the Contractor shall be responsible for notifying the Engineer in writing calling the Engineer's attention to all deviations that the Shop Drawings or samples may have from the requirements of the Specifications.

The Engineer will review and approve with reasonable promptness Shop Drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Specifications and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such shall not indicate approval of the assembly in which the item functions. The Contractor shall make all corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Specifications.

Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by the Engineer.

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

## **SECTION 107**

### **LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

#### **§107-01 LAWS, PERMITS AND LICENSES**

A. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements with which the Contractor, its subcontractors, consultants, and subconsultants must comply. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes of law as may be in effect at any given time and, as a result thereof, shall perform any additional obligations that may arise with respect to the Project, throughout the term of its applicable Contract. The Contractor shall observe all Federal, State and Local Laws, Ordinances, policies, practices and regulations. In

addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

B. Conflict. In case of a conflict between the provisions of the Contract and any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

C. Revision to State/Federal Manuals. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date of the Contract.

D. Review of Municipality's Activities. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Project, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

#### **§107-02 PATENTED DEVICES, MATERIALS AND PROCESSES**

It is mutually understood and agreed that the Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the Contractor shall indemnify, defend and save harmless the City, its officers and employees from any and all claims for infringement by reason of the use of any such patented design, device, material or process, and shall indemnify the said City for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time.

#### **§107-03 FEDERAL AID**

In all Contracts in which the Federal Government participates financially, or which are designated as Federal-Aid contracts, the Contractor shall conform in all respects in accordance with the true intent and meaning of each and all of the requirements

contained in the "required Provisions for all Federal Aid contracts," a copy of which will be incorporated in each Bid for contracts so classified. When any of such Federal Provisions are in conflict with any other provisions of the Contract Documents, the Federal Provisions shall prevail and take precedence.

#### **§107-04 SANITARY CODE**

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State and local Department of Health and any other entity having jurisdiction over such matters.

#### **§107-05 SAFETY AND HEALTH REQUIREMENTS**

The Contractor shall conduct the Work at all times in such a manner as to insure the least possible obstruction to traffic. The convenience of the general public and of the residents along and adjacent to the roadway shall be provided for in an adequate and satisfactory manner as the Engineer may direct.

All equipment and materials shall be placed or stored in such locations so as not to be or to create the danger of becoming a hazard to the traveling public. No section of road shall be closed to the public except by permission of the Director of Public Works.

In addition to the requirements of the Maintenance and Protection of Traffic Item, the Contractor shall take all precautions necessary and reasonable for the protection of all persons, including employees of both the Contractor and the Department, and for protection of property until the Contractor is notified in writing of the satisfactory completion of the construction Work.

The safety provisions of applicable laws, building, construction and fire safety codes and the latest edition of the "Construction Safety Code, State of Connecticut, Labor Department", approved by the State Labor Commissioner, shall be complied with at all times. A copy of the latest edition of the "Construction Safety Code, State of Connecticut Labor Department" shall be made available by the Contractor for reference at all times in the Contractor's field office.

The Contractor shall furnish to the Engineer on project two copies of all report of each accident on the Project or contingent to the prosecution of the project which involves personal injury requiring treatment by a doctor or loss of time. He shall also furnish to the Engineer two copies of all accident reports involving public liability or property damage. These reports shall be on forms acceptable to the Engineer.

The authority vested in the Engineer under §105-01, "STOPPING WORK", is hereby extended to the effect that he may suspend the Work of the Contractor when the latter does not comply with the above-mentioned precautions or fails to provide adequate

protection to allow for inspection of the Work without jeopardy to the safety of the Engineer or his authorized representatives.

Nothing herein shall be construed to relieve the Contractor from responsibility for the prosecution of the Work, nor the responsibility for damage claims as stated in §107-08, "DAMAGE."

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the utmost care so as not to endanger life or property, including new Work, and shall comply fully with §107-01, "LAWS, PERMITS AND LICENSES."

The Contractor shall schedule his work in such a manner as to avoid the use of explosives in close proximity to new or existing structures. He shall at all times take adequate protective measures and shall be responsible for any damage, which may result from blasting operations.

The Contractor shall notify each public utility company having structures in proximity to the site of the Work, and others who may be affected, of his intention to use explosives; and such notice shall be given sufficiently in advance to enable the companies, the Contractor and others to take such steps as they deem necessary to protect utilities and property from possible injury. Such notice shall not relieve the Contractor of responsibility for any damage resulting from his blasting operation.

## **§107-06 INSURANCE**

Before the Contract is executed and prior to commencement of Work thereunder, the Contractor will be required to take out and maintain at its sole cost and expense insurance coverage in compliance with the required types and amounts specified by the City and to file with the Corporation Counsel a certificate of insurance, executed by an insurance company satisfactory to the Corporation Counsel and in an acceptable form. The policies shall name the City of Norwalk as an additional insured party. Below is a sample of the City's requirements for insurance coverage. The types and amounts of coverage will vary for each project depending on the particular scope of work and the risk involved.

A. The insurance coverage shall be written for not less than the scope and limits specified hereunder or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverages to be provided for the Project.

B. Minimum Scope and Limits of Insurance:

**Workers' Compensation insurance:** With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the

requirements of the laws of the State of Connecticut, including employer's liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, and Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

**Commercial General Liability:** With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage. If the Contractor is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of Five Million Dollars (\$5,000,000) combined single limit is required.

**Umbrella/Excess Liability:** With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

**Environmental Liability:** For projects involving environmental activities, for example, the handling, monitoring or remediation of hazardous materials, the Contractor shall provide environmental and remediation insurance in the amount of Five Million Dollars (\$5,000,000) per claim limit and Five Million Dollar (\$5,000,000) aggregate limit per occurrence. The policy shall be written on a follow form coverage wording to its underlying schedule of insurance.

**Errors and Omissions/Professional Liability:** With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000) coverage per claim.

**Railroad's Protective Public Liability And Property Damage Liability:** When the Project involves work on, over or under the right of way of any railroad company, and such railroad has no scheduled passenger service, the Contractor shall carry, with respect to the operations it performs and those performed on its behalf by subcontractors, for and in behalf of the railroad company, regular Protective Public Liability insurance providing for a limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injury to or death of one person, and, subject to a total or aggregate limit of not less than Two Million Dollars

(\$2,000,000) for all damages arising out of bodily injury to or death of two or more persons in any one accident or occurrence.

When the Project requires Work to be done within twenty-five (25) feet of the railroad right-of-way or State Department of Transportation-owned rail property, the Contractor shall carry Railroad Protective Liability Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period, and with all entities falling within any of the following listed categories as named insured parties: (i) the owner of the railroad right-of-way; (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way; (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way; (iv) the City and State Department of Transportation; and (v) any other party with an insurable interest. If such insurance is required, the Contractor, its subcontractors, consultants and subconsultants shall obtain and submit the minimum coverage indicated above to the City prior to the commencement of the Work and shall maintain coverage until the Work is accepted by the City.

The Contractor shall also carry regular Protective Property Damage Liability insurance providing for a limit of not less than five hundred thousand (\$500,000) dollars for all damages arising out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per accident, and a total (or aggregate) limit of not less than one million (\$1,000,000) dollars for all damages arising out of injury to or destruction of property during the policy period.

**Valuable Papers Coverage:** Until the Work has been completed and accepted by the City, and all original documents or data have been returned to the City, the Contractor shall maintain Valuable Papers coverage providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the City that all records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Contractor, its subconsultant and subcontractors, consultants, as applicable, shall retain in its possession duplications of all products of its Work under the Contract if and when it is necessary for the originals to be removed from its Work under the Contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

**"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this

Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

C. **Acceptability of Insurers:** The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

D. **Subcontractors:** The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

E. **Aggregate Limits:** All aggregate limits must be declared to and be approved by the City. The Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

F. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

G. **Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

H. **Waiver of Governmental Immunity:** Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

I. **Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, and Workers' Compensation, if included, required for the performance of the Project shall include the City and, for State funded Projects, the

State of Connecticut, as Additional Insureds with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Additionally, in the event the Contractor, subcontractor, inspection consultant, consulting engineer, or subconsultant, as applicable, secures excess umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the City and the State Department of Transportation (if applicable) must be named as an additional insured on that policy.

**J. Certificate of Insurance:** As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

**K. Waiver of requirements:** The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

**L. Update to Minimum Insurance Limit Requirements:** The minimum insurance coverage limits set forth herein are subject to increase by the City, at its sole discretion, from time to time during the term of the Contract. The City will provide the Contractor with any updated minimum insurance coverage limits required for the particular Project. The Contractor agrees to comply with such updated minimum insurance coverage limit requirements for the particular Project.

**M. Blasting:** When explosives are to be used in the prosecution of the Work, the insurance required above shall also contain provisions for protection, in the amounts stated, against damage claims due to the use of explosives.

#### **§107-07 PRESERVATION OF PROPERTY**

The Contractor shall at all times protect and preserve all public and private property, including all existing vegetation, existing landscape features and monuments within, along and adjacent to the highway right-of-way. The Contractor shall use every precaution necessary and perform the Work as specified, in a manner approved by the Engineer, to prevent damage, injury, pollution or destruction; shall protect all trees and other woody plants which are to remain; shall take special care to protect the natural

vegetation and surroundings including all natural drainageways, ponds, lakes, wetlands, woods and fields; shall store materials in such a manner as to prevent leaching which would be injurious to soils and plants; shall repair all injuries to woody plants which are to remain by approved horticultural methods; and shall scarify and compact solid and regrade as directed to restore the property to a natural condition.

The Contractor shall also use suitable precaution as necessary to prevent damage to pipes, conduits and other underground structures, and protect carefully from disturbance or damage all land monuments and property marks (until an authorized agent has witnessed or otherwise referenced their location) and shall not remove them until directed to do so by the Director/Engineer.

Where the soil over root area of trees to be preserved has been compacted, it shall be restored by proper cultivation as directed by the Engineer to a condition to permit the entrance of water and the proper aeration of roots.

The Contractor shall exercise care in implementing its construction procedures in order to protect all trees and shrubs, which are not directly and unavoidably in conflict with its excavations. Prior to the commencement of Work, the Engineer and the Contractor shall inspect the Site to determine the extent of clearing and grubbing and the specific locations in which tree protection is required.

#### **§107-08 DAMAGE**

All damage, direct or indirect, of whatever nature resulting from the performance of the Work or resulting to the Work during its progress from whatever cause, including omissions and supervisory acts of the City, shall be borne and sustained by the Contractor, and all Work shall be solely at its risk until it has been finally inspected and accepted by the City except that:

A. Payment shall be made to the Contractor for the repair or replacement of the following completed permanent elements of the roadway, for which the Contractor is responsible, and which may be damaged by public traffic other than that of the Contractor's:

Guide Rail, Guide Posts, Bridge Railing, Median Barrier, Curbs, Permanent Barricades, Fencing, Light Poles and Appurtenances, Delineators, Signs and Sign Structures, and Traffic Signal Equipment.

Work for which there is no bid item will be paid for at an agreed price or by means of force account. Payment will not be made for repair or replacement in any way connected with untimely failure of any portion of the highway under public traffic, and the determination regarding this matter shall be made by the Director, taking into consideration the normal life and the amount of normal wear of the element involved. This provision does not relieve the Contractor of the responsibility for maintenance and protection of traffic for the Project or of the responsibility of having a wholly complete and acceptable job at the time of final inspection and acceptance of the entire Project.

Payment for such damage shall be made only after the Contractor has demonstrated to the satisfaction of the Director that the Contractor has made every reasonable effort to collect the costs from the person or persons responsible for the damage.

B. The Contractor shall not be responsible for damages resulting from faulty designs as shown by the plans and specifications nor the damages resulting from willful acts of City officials or employees and nothing in this paragraph or in this Contract shall create or give to third parties any claim or right of action against the Contractor, the City beyond such as may legally exist irrespective of this paragraph or Contract.

The Contractor shall indemnify, defend and save harmless the City, its agents, servants and employees from all suits, actions, damages and financial costs of every name and description resulting from the Work and the City may retain such monies from any amount due the Contractor as may be necessary to satisfy any claim or potential claim for damages against the City. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the City to retain the whole or any part of such monies due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance coverage for damages imposed by law upon the Contractor, Subcontractor or the City.

#### **§107-09 RESTORATION**

All areas outside of the right of way or Project Site and those within the right of way but outside of the Work limits, except as noted in the following text, that is in any way disturbed, used by, or serving as a source of material for the Contractor, shall be promptly restored to a pleasing and acceptable condition as specified and as satisfactory to the Engineer.

The Contractor shall obtain the written approval of the Engineer for the use of any specific area before any Work in such area is begun, except as noted in the following text. Where deemed necessary by the Engineer, the Contractor shall submit, as part of the request for approval, a grading plan. Such a plan shall not be given if, in the opinion of the Engineer, the area is not suited to acceptable restoration or if serious or permanent ecological damage is foreseeable. This specification applies to areas such as, but not limited to, borrow pits or areas, spoil or waste areas, haul roads, storage areas, batching areas, equipment storage areas, shop areas and all similar areas. These provisions do not apply to areas that have been or are being used by the Contractor as its established and permanent headquarters and equipment pool sites; or to commercial gravel pits, commercial quarries, public disposal areas; and all similar areas.

In general, the restoration shall include:

A. The removal of all equipment and parts, junk, rubbish, excess materials and debris of all kind;

B. Clean up as required, grading as shown, if a grading plan has been prepared; or grading so as to blend into the surrounding ground forms, to the satisfaction of the Engineer;

C. Scarification of storage yards, batching sites, haul roads, etc., to the depth determined by the Engineer as necessary to support vegetation.

D. The removal and regrading of temporary roads or areas as required by the Engineer;

E. The repair or removal of damaged trees and the fertilizing, seeding and mulching of the areas as provided for in the Contract or as directed by the Engineer.

All of this restoration shall be accomplished prior to acceptance of the Project except that work of restoring Contractor's Work areas may be done after the official acceptance of the Project but must be completed prior to the final release of retained funds.

Since the extent of such area to be restored and the use and treatment during construction is within the discretion of the Contractor, within the limitations and requirements outlined, no payment will be made for any labor, material or equipment necessary for the restoration of these areas. The cost of the Work shall be included in the amount bid for other items of Work. Any Work done shall, in general, be in accordance with the Department's specifications for similar items of Work and/or as specified by the Engineer.

In the event the Contractor carries on any operation on the referenced areas without written approval of the Engineer no payment will be made for any item in the Contract involved in any way with any operation on the unapproved area.

#### **§107-10 SOIL EROSION, WATER AND AIR POLLUTION ABATEMENT**

The Contractor shall schedule and conduct its operations in such a way as to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, impoundments, lakes, wetlands, reservoirs, etc. and lands adjacent to or affected by the Work. Construction of drainage facilities and performance of other Contract Work which will contribute to the control of erosion and sedimentation shall be carried out in conjunction with earthwork operations or as soon thereafter as practicable. The area of bare soil exposed at any one time by construction operations shall be kept to a minimum.

Whenever the Contractor's operations, carried out in accordance with the approved schedule, result in a situation where temporary erosion control measures not shown on the plans, must be taken and these measures are approved or ordered by the Engineer, the Contractor shall conduct this Work in accordance with the provisions of Section 107-10, "Soil Erosion, Water and Air Pollution Abatement."

A. In carrying out erosion control measures, the Contractor will be guided by, controls which shall include but not be limited to the following: Frequent fording of live streams will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of stream crossings are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live streams.

B. When work areas are located in or adjacent to live streams, such areas shall be separated from the main stream by a dike or other barrier to keep sediment from entering a flowing stream. Care shall be taken during the construction and removal of such barriers to minimize the muddying of a stream.

C. All waterways shall be cleared as soon as practicable of false work, piling, debris or other obstructions placed during construction operations and not part of the finished Work. Ditches which are filled or partly inoperative before the Contractor stops work for any day, and shall be maintained in a condition satisfactory to the Engineer for the duration of the Project.

D. Water from aggregate washing or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

E. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, wetlands and impoundments or into natural or man-made channels leading thereto. Wash water or waste from concrete mixing operations shall not be allowed to enter live streams.

F. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the Contract.

The Contractor shall at all times exercise every reasonable precaution to safeguard the air resources of the State by controlling or abating air pollution as set forth in the regulations of the Connecticut Department of Energy and Environmental Protection and the Federal Clean Air Act regulations. These measures shall include the control and abatement of dust, fumes, mist, smoke, vapor, gas, aerosol, other particulate matter, odorous substances or any combination thereof arising from the construction operations, hauling storage or manufacture of materials.

The Contractor shall take measures to control the noise intensity to comply with the prescribed ratings as set forth by the regulations of the Department of Environmental Protection, the Occupational Safety and Health Administration and any other agencies of the City, State or Federal Government.

When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control, water and air pollution

are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

#### **§107-11 FURNISHING RIGHT OF WAY**

The Department will secure all rights of way in advance of construction. Any exceptions will be indicated prior to the award of the Contracts.

The Contractor shall not enter upon any parcel until the proper rights of entry have been obtained.

If certain parcels of land within the Project area are being or are to be acquired by the City and until so acquired, the Contractor shall not enter upon or work in or on said parcels of land until authorized in writing to do so by the City. Before commencing Work under this Contract, the Contractor shall ascertain from the City the location of said parcels of land and the status of such acquisitions.

The Contractor's proposed construction schedule shall be so arranged that the failure of the City to acquire such parcels shall in no way delay the start of construction under this Contract.

As the construction proceeds, if the Work need be suspended or delayed by reason of the aforesaid or by any act or omission of the City, or because the City does not own or has not obtained possession of or has not the right to enter upon land on which the Work is to be performed, or because of any act or omission of any employee or agent of the City or of any other Contractor performing work for the City, and by reason of the foregoing the Contractor is not able to complete the Work under this Contract within the time specified, and is not at fault, an extension of time for completion will be granted by the City upon proper application for such extension by the Contractor to the Engineer in accordance with the provisions of the Contract relating thereto. None of the foregoing shall constitute a breach of the Contract on the part of the City.

No right to charges or claims for damages, or additional compensation, shall inure to or be made by the Contractor against the City or any other contractor for any delays or hindrances for any cause whatever, during the progress of the Work or any portion thereof embraced in this Contract, such delays or hindrances will be compensated for by an extension of time as above provided.

The easement locations as shown on the plans are for informational purposes only, the successful bidder shall be supplied with the appropriate documents to adequately establish, stake and reference the easement limits concurrently with the construction stakeout survey.

## §107-12 LABOR REQUIREMENTS

All contracts for the construction remodeling or repairing of any public building shall be subject to the following provisions:

A. In the employment of labor to perform the Work specified herein, preference shall be given to citizens of the state, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market areas, as established by the labor commissioner of the State of Connecticut, in which such Work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed (Fairfield County) for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date of this Contract. In no event shall these provisions be deemed to abrogate or supersede, in any manner, any provision regarding residency requirements contained in any collective bargaining agreement to which the contractor is a party. (General Statutes 31-52). All contracts for the construction, remodeling or repairing of any public facility, structure, except public buildings covered by Conn. Gen. Stats. Section 31-52 (as noted above) Site preparation, or Site improvement, appurtenances or highways or in preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed, shall be subject to the following provisions:

"In the employment mechanics, laborers or workmen to perform the Work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available then to residents of other states."

B. All contracts in connection with a public works project, except for public works buildings as described above, are required to contain the following provisions:

In the employment of mechanical laborers or workmen to perform the Work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date of the Contract have been residents of this state, and if no such person is available then the residents of other states, provided that this provision shall not apply where its application shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the Contractor is a party (General Statutes 31-53).

All contracts for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project shall contain the following provision when (1) the cost of new construction of any public works project is \$400,000 or more; or (2) the total cost of all Work to be performed by all Contractors and subcontractors in connection with any alteration, repair, remodeling, refinishing, refurbishing or rehabilitation of any public works project is \$100,000 or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund described in Section 31-53 (i) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same Work in the same trade or occupation in the City of Norwalk. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday. (General Statutes 31-53(a))

C. Each employer shall (1) keep, maintain and preserve such records relating to the wages and hours worked by each person performing the Work of any mechanic, laborer and worker and a schedule of the occupation or work classification at which each person performing the Work of any mechanic, laborer or worker on the Project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such persons or employee welfare funds regardless of any contractual relationship alleged to exist between the contractor and such person; and (2) submit monthly to the City by mail, first class postage prepaid, a certified payroll that shall consist of a complete copy of such records accompanied by a statement signed by the employer that indicates (a) such records are correct; (b) the rate of wages paid to each person performing the work of any mechanic, laborer or worker and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection (d) of this section, and not less than those required by the Contract to be paid; (c) the employer has complied with the provisions of Section 31-53; (d) each such person is covered by a workers' compensation insurance policy for the duration of such person's employment, which shall be demonstrated by submitting to the City the name of the workers' compensation insurance carrier covering each such person, the effective and expiration dates of each policy and each policy number; (e) the employer does not receive kickbacks, as defined in 41 USC 52, from any employee or employee welfare fund; and (f) pursuant to the provisions of Conn. Gen. Stats. Section 53a-157a, the employer is aware that filing a certified payroll which the employer knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. This subsection shall not be construed to prohibit a general contractor from relying on the certification of a lower tier subcontractor, provided the general contractor shall not be exempted from the provisions of section 53a-157a if the general contractor knowingly relies upon a subcontractor's false certification. The certified payroll shall be considered a public record and every person shall have the right to inspect and copy such records in accordance with the provisions of the Connecticut Freedom of Information Act.

**NOTE:** Prevailing wage rates are fixed by the State Labor Commissioner. The most recent wage rate schedule will be obtained and attached to the Contract.

### **§107-13 GUARDING AND PROTECTION**

The Contractor shall be responsible for guarding and protecting open and unattended excavations and other potentially hazardous locations in and adjacent to areas with and around the Site that are lawfully frequented by any person. Such guarding and protection shall consist of any one, or a combination of the following:

1. A substantial fence or barricade, not less than four (4) feet in height and mounted on satisfactory supports spaced at intervals of not more than ten (10) feet. Warning signs reading "DANGER-KEEP OUT" shall be mounted on the fence or barricade, as required by the Engineer, at no more than one hundred (100) foot intervals. The signs shall be 16"X24" with five (5) inch black letters on a white background. All fences, barricades and warning signs shall be furnished, erected, relocated, maintained and removed as required.

2. A forty-eight (48) inch extension of the trench sheeting above the ground surface adjacent to the excavation.

3. A substantial covering over the excavation. Where it is possible that vehicles will move over such covering, the covering shall be of sufficient strength to withstand the loading.

There will be no measurement for payment for this Work, however, the cost of such guarding and protection shall be included in the other unit prices bid.

### **§107-14 NONDISCRIMINATION**

The CONTRACTOR agrees and warrants that, in the performance of this Contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness -unless it is shown by the CONTRACTOR that such disability prevents performance of the Work involved- in any manner prohibited by the laws of the United States or of the State of Connecticut. The CONTRACTOR further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The CONTRACTOR shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The CONTRACTOR agrees to comply with any request of the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

The CONTRACTOR agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The CONTRACTOR will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

The Contractor agrees to comply with each provision of this section and sections 46a-68d, 46a-68e and 46a-68f of the General Statutes and with each regulation or relevant order issued by said commission pursuant thereto.

The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information as may be requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56 of the general statutes.

The Contractor shall include the foregoing provisions in every subcontract or purchase order entered into in order to fulfill any obligation of this Contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission.

## **SECTION 108 PROSECUTION AND PROGRESS**

### **§108-01 START AND PROGRESS OF WORK**

After filing the necessary bonds and certificates of insurance with the Corporation Counsel and before starting the Work the Contractor shall submit to the Engineer for review an outline of his proposed methods and manner of executing the Work, including

sequences of operation and a time schedule of performing the same. The Engineer shall perform the Work in accordance with all approved schedules and methods.

When requested by the Engineer, the Contractor shall furnish weekly work schedules indicating number of personnel, kind of equipment and location and nature of the Work to be performed.

#### **§108-02 DATE OF COMPLETION AND CLOSING**

All Work to be performed under the Contract shall be completed within the time stated in the Contract or within such extended time for completion as may be granted in writing by the Director.

Whenever the Engineer shall deem it necessary that any portion or certain portions of the Work shall progress in any particular manner or that any such portion or portions of the Work shall be completed pursuant to a certain sequence or schedule, the Contractor shall punctually comply with the related instructions, dates and periods of time.

The extent of the Contractor's compliance with the provisions under this heading will be considered as relevant in any future determination of a Contract award for any project under the supervision of the Department.

If, during the progress of the Work, it should become necessary because of lateness of the season, to stop the Work, then the Contractor shall open proper drainage ditches, erect temporary structures where necessary, prepare the project so that there will be a minimum interference with traffic, set up and maintain a competent organization, as directed by the Engineer, to keep the Project in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the Work during the time it is closed.

#### **§108-03 FAILURE TO COMPLETE WORK ON TIME**

For each calendar day that any portion of the Work remains incomplete after the date specified for the completion Work in the Contract, an amount per calendar day will be deducted from any money due the Contractor, not as a penalty but as liquidated damages as stated in the Contract.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the City of any of the rights under the Contract.

The Director of Public Works has the discretion to waive any portions of the liquidated damages as may accrue if he deems the Work is in such condition as to be safe and convenient for use by the public, and that the City has suffered no damages or monetary loss due to the Contractor's actions or omissions.

The assessing of liquidated damages shall be in addition to Engineering Charges as provided for in §102-13, "ENGINEERING CHARGES," of these specifications.

#### **§108-04      EXTENSION OF TIME**

Delays which affect the scheduled completion date of the Project and are attributable to interference by contractors and utility owners, delays by railroad companies in progressing related Work, special requirements or actions by City, State and Federal agencies and other public bodies not anticipated in the Contract Documents, and unusually severe storms of extended duration or impact shall be compensated for solely by the granting of an extension of time by the Director of Public Works to complete the Work without engineering charges. Time necessary for reviews of shop drawings, for field changes to meet actual conditions, and delays incurred by seasonal and weather limitations should be anticipated and are neither compensatory nor eligible for extensions of time.

Where extra costs have been incurred by the Contractor and can be demonstrated to be directly due to delays caused by acts of the City, not in accord with the Contract requirements, the Contractor may apply for reimbursement of such costs as are necessary to effectuate the prompt completion of the Work via the initiation of procedures specified in §105-14, "DISPUTED WORK." The substantiated necessary costs of such delays which may be considered for reimbursement shall be limited to costs resulting from orders by the City to stop Work for reasons other than provided in the Contract Documents and for the unavailability of right-of-way parcels for such an extended period beyond that indicated in the Contract Documents that the Contractor's progress on the Project as a whole is significantly affected.

The Contractor's unit price Bids amounts for the various items of the Contract shall include the additional cost of doing the Work under this Contract caused by not having a clear Site for the Work, by interference by other contractors and necessary utility work and by the other non-compensatory delays described above and being required to open certain sections of the Work before the entire Work is completed.

#### **§108-05      SUBLETTING OR ASSIGNING THE CONTRACT**

The Contractor shall perform with its own organization Contract Work amounting to not less than fifty (50) percent of the original total Contract price, except that any items designated by the City as "Specialty Items" so performed may be deducted from the original total Contract price before computing the amount of Work required to be performed by the Contractor with its own organization.

1. "Its own organization" shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by it, with or without operators. The cost of furnishing and supplying materials to a subcontractor for installation by the subcontractor shall not be considered as work with "his own organization."

2. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the Contract as a whole and in general are to be limited to minor components of the overall Contract.

## **SECTION 109 MEASUREMENT AND PAYMENT**

### **§109-01 PAYMENTS ON CONTRACT**

Payments to the Contractor for Work satisfactorily performed will be made monthly as set out in the Contract Documents. The Director may impose such requirements and request such supporting documents and information as he deems necessary to process the request. No monthly estimate will be rendered unless the value of the Work completed equals five (5) percent of the Contract Amount or one thousand dollars, whichever is the lesser. Semi-monthly estimates may be rendered provided the value of the Work performed in a two week interval is in excess of fifty thousand dollars or if, in the opinion of the Director, it is to the best interests of the City to do so.

### **§109-02 EXTRA AND FORCE ACCOUNT WORK**

For projects administered by Connecticut Department of Transportation and funded with Federal or State funds, Extra or Force Account Work will be reimbursed per Articles 1.09.03 and 1.09.04 contained in the latest edition of the Connecticut Department of Transportation Form 816.

For all other projects, reimbursement will be as follows:

#### **CONTRACT ITEM CHARGES**

When an Order on Contract provides for similar items of work or materials, which increase or decrease the itemized quantity or scope of Work provided for in the original Contract Documents, the price to be paid therefor, shall not exceed the unit bid price for such items.

#### **NEW ITEM CHARGES**

1. Agreed Prices for new items of Work or materials may be incorporated in the Order on Contract as the Director may deem them to be just and fair and beneficial to the City. These prices will be used in computing the final estimate.

Agreed prices must be supported by a complete price analysis in the Order on Contract. The analysis will be based on an estimated breakdown of charges listed in the following paragraph 2, "Force Account Charges," unless some other basis is approved by the Director.

## 2. Force Account Charges

A. Contractor Charges - Where there are no applicable unit prices for Extra Work ordered and agreed prices cannot be readily established or substantiated, the Contractor shall be paid the actual and reasonable cost of the following:

1) Necessary materials (including cost of transportation to the Site). All materials used, if acquired by direct purchase, must be covered by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent Work shall be billed at fair value, less than the original cost when new. A reasonable salvage credit shall be given for all salvageable material recovered. Salvage value of substantial material recovered must be determined jointly by the Contractor and the Engineer.

2) Necessary, director labor charges. Each class of labor shall be billed separately at actual payroll rates. Average rates based on different class or labor, will not be accepted.

3) Payments required to be made to labor organizations under existing labor agreements.

4) Equipment and Plant rentals, other than small tools:

a) Contractor owned Equipment and Plant. The base hourly rates for Contractor owned equipment and plant shall be the rates as listed in the current, "Rental Rate Blue Book," as published by Dataquest Incorporated of San Jose, California as of the time the Work is done.

The daily rate per hour shall apply when the equipment is specifically assigned to the Work by the Engineer for a period of 7 consecutive calendar days or less. The weekly rate per hour shall apply when the assigned time exceeds 7 consecutive calendar days.

The monthly rate per hour shall apply when the assigned time exceeds 21 consecutive calendar days.

The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used on a specified force account Job.

Equipment used by the Contractor shall be specifically described and be of suitable size and capacity required for the Work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the Work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as a part of the record for force account work. The Engineer shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

In the event that a rate is not established in the "Rental Rate Blue Book" for a particular piece of equipment or plant, the Director shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

It is mutually understood that the base rates for all Contractor owned equipment shall include all incidental and maintenance costs except labor necessary to operate the equipment. In addition, the base rates shall include all costs, equipment and labor, of moving equipment or plant on to and away from the work site.

b) Rented Equipment and Plant. In the event that the Contractor does not own a specific type of equipment and must obtain it by rental at a higher rate than provided for in the formulas noted above, he shall be paid the actual daily rental rate for the equipment for the time that the equipment is actually used to accomplish the Work, plus the cost of moving the equipment on to and away from the job.

5) A. Profit and Overhead. The Contractor will be paid an amount equal to twenty percent (20%) of the following as profit and overhead:

- a) Total Material Costs (Bare Cost - F.O.B.)
- b) Total Direct Labor Costs (Actual hours worked multiplied by regular hourly wage rate).

B. Overhead is not billed separately, but is a component of the Profit and Overhead payment described above. Overhead includes the following:

- a) Premium on Bond;
- b) Premium on Insurance required by the City other than Workmen's Compensation Insurance, Public liability and property damage insurance, unemployment insurance, Federal retirement benefits, other payroll taxes such reasonable charges that are paid by the contractor pursuant to written agreement with his employees;
- c) All salary and expenses of executive officers, supervising officers or supervising employees;
- d) All clerical or stenographic employees;
- e) All charges for minor equipment, such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services;

f) All drafting room accessories such as paper, tracing cloth, blue printing, etc.

C. Subcontractor Charges - When the Work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted Work as outlined above in Items 1 through 5 under subsection A, Contractor Charges, but a maximum charge for profit and overhead paid to both Contractor and subcontractor shall be a total of twenty-five(25) percent of costs.

D. Force Account Report - Payment for force account work will be made on the basis of the following reports.

1) The Contractor will deliver to the Engineer a daily summary of FORCE ACCOUNT WORK done on the Contract. This summary on 8 1/2" X 11" paper will be delivered to the Engineer not later than closing time on the day following that for which the Work is reported.

The summary shall contain:

a) A list of materials used indicating the amount, and nature of each material. The cost (if known) should also be included. This must be later documented by proper receipts;

b) A list of equipment used indicating the number of hours used and kind, type and size of equipment;

c) A list of personnel by name, including the hours worked, and labor classification at which they were used on the force account work and the location by station or stations of the Work proposed;

d) A statement of the Work accomplished by force account for that day;

e) This summary will be dated and signed by the Contractor's authorized representative and the Inspector;

f) The Contract number and other identification as well as the name of the Contractor shall appear on the statement;

g) The Inspector will make any notation, remarks or comments on this form that may assist in final payments.

2) Within 5 calendar days after the end of each pay period the Contractor shall deliver to the Engineer a FORCE ACCOUNT SUMMARY OF LABOR used on the Work which shall include the name, hourly rate of pay, hours worked, fringe benefits and/or items as shown on the actual payroll.

3) On completion of the specific force account work the Contractor shall within 10 calendar days, deliver to the Engineer, a FORCE ACCOUNT SUMMATION wherein all materials, equipment and labor charges are shown and totaled together with such other expenditures as are concerned with the Force Account item. This summation shall be dated and signed by the Contractor's authorized representative and the Inspector.

**§109-03 PROGRESS PAYMENTS**

Unless otherwise specified in the method of payment for a particular item, no payment will be made for an item of work until its completion in accordance with Specifications.

**§109-04 PAYMENT OF ESTIMATES**

As the Work progresses in accordance with the Contract and in a manner that is satisfactory to the City, the City shall once in each month and on such days as it may fix, make an estimate of the quantity of Work done and of material which has actually been put in place in accordance with the terms and conditions of the Contract Documents, during the preceding month, and compute the value thereof and pay to the Contractor the monies due.

**§109-05 NO ESTIMATE ON CONTRACTOR'S NON-COMPLIANCE**

It is understood that so long as any lawful or proper direction concerning the Work or material given by the Director, or his representative, shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper direction has been fully and satisfactorily complied with.

**§109-06 FINAL ACCEPTANCE OF WORK**

When in the opinion of the Engineer, the Contractor has fully performed the Work under the Contract, he shall recommend to the Director of Public Works the acceptance of the Work so completed. If the Director accepts the recommendation of the Engineer, he shall thereupon notify the Contractor of such acceptance, and copies of such acceptance shall be sent to other interested parties.

**§109-07 UNCOMPLETED WORK AGREEMENT**

Whenever a Contract shall, in the judgment of the Director, be substantially completed and in his judgment the withholding of the retained percentage would be an injustice to the Contractor, the Director may, provided that the Engineer certifies that the essential items in the Contract Documents have been completed in accordance with the terms of the Contract and the provisions of §109-10, "FINAL AGREEMENT" direct the Engineer to include in the final account such uncompleted items and pay therefore at the item prices in the Contract upon the Contractor's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the

value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and shall be returned to the Contractor if he completes the uncompleted portions within a specified number of working days after he has been notified to proceed with the Work.

#### **§109-08 FINAL AGREEMENT**

The final agreement will not be drawn and finalized until all Work required under the Contract Documents has been satisfactorily completed and materials have been rendered, considered, and if agreed to, made a part of such final agreement. Work remaining to be accomplished under an uncompleted Work agreement, shall be considered as completed Work for the purpose of the final agreement.

#### **§109-09 FINAL ESTIMATE**

The Director will approve a final estimate for final payment based on the final agreement as prepared and approved by the Engineer, less previous payments and any and all deductions authorized to be made by the Director under the Contract.

#### **§109-10 FINAL PAYMENT**

After the final acceptance of the Work, the Engineer shall prepare a final estimate of the Work done from actual measurements and computations relating to the same, and shall compute the value of such Work under and according to the terms of the Contract. This estimate shall be certified to as to its correctness by the Project Inspector. Upon approval of such final estimate by the Engineer, it shall be submitted to the Director for final approval. The right, however, is hereby reserved to the Director to reject the whole or any portion of the final estimate, should the said certificate of the Inspector be found or known to be inconsistent with the terms of the estimate or otherwise improperly given. All certificates upon which partial payments may have been made being merely estimates, shall be subject to correction in the final certificate or final estimate.

#### **§109-11 ACCEPTANCE OF FINAL PAYMENT**

The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of final payment shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of the Work done thereunder, and for any prior act, neglect, default on the part of the City or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the Department not later than 40 days after the mailing of such final payment. Such statement shall specify the items and details upon which the claim will be based and any such claim shall be limited to such items. Should the Contractor refuse to accept the final payment as tendered, it shall constitute a waiver of any right to interest thereon.

## **§109-12 CONTRACTOR'S COST RECORDS**

The Contractor shall maintain records of all payrolls and of the details that comprise his total cost pursuant to any of the provisions under §104-03, "CONTINGENCIES, EXTRA WORK, DEDUCTIONS," and he shall, at any time within 3 years following the date of acceptance of the Project, make such records available, upon request therefore, to the Department for review and audit, if deemed necessary by the Director. In case all or a part of such records are not made available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the records shall be disallowed, or if payment therefore has already been made, the Contractor shall, upon demand in writing by the Director, refund to the Department the amount so disallowed.

## **§109-13 MAINTENANCE BOND**

The Contractor shall secure a maintenance bond of a face value equal to twenty-five percent (25%) of the final Contract amount in a company approved by the Corporation Counsel guaranteeing his work for a period of two (2) years from the date of final acceptance by the Director. The Work shall be left in perfect condition at completion and neither the final payment or agreement shall relieve the Contractor of the responsibility for its negligence or faulty materials or workmanship within the extent and period provided herein, and upon written notice the Contractor shall remedy any defects due thereto and pay all expenses for any damage to other work resulting therefrom.

The Contractor shall notify the Engineer in writing one (1) year after the acceptance of the job by the Director. At that time the Contractor and Engineer will make a field inspection of the Project area, and the Contractor will correct any deficiencies that may exist.

The Contractor will notify the Engineer in writing sixty (60) days before the expiration of the maintenance bond and again the Engineer and Contractor will inspect the Project area for deficiencies.

End of Section



Flow Route	Permit No	ISSUED	Address	Street Name	Restoration Description	Quantity	Road Segment	Permit Description	Applicant Name	MJ	GN	CO	LO	PLUGS	MILL 40-200	OVERLAY 40-200	MILL >200	OVERLAY >200	CONC CURB	BIT CURB	CONC WALK	HC RAMP	CONC DRIVE	PAVERS	BIT WALK	LOOPS			
										SY	SY	SY	SY	EA	SY	TONS	SY	TONS	LF	LF	SF	SF	SF	SF	SY	LF			
21	PWEN1501-0035	01/07/2015	15	ALGONQUIN RD	Local Street [0-75]	9	ALGONQUIN ROAD STONECROP ROADtoPOCONO ROAD	Emergency: Excav. to locate&repair 8" C.I. Water Main Break	FIRST DISTRICT WATER DEPT.																				
15	PWEN1311-0005	11/06/2013	37	ALLVIEW AVE	Local Street [0-75]	6	ALLVIEW AVENUE #1 GOLDEN HILL STREETtoALLVIEW AVENUE #2	Excavate to locate & repair a water service leak.	SNEW																				
12	PWEN1508-0056	08/31/2015	-18	ANN ST	Collector [86-100]	7	ANN STREET NORTH MAIN STREETtoNORTH WATER STREET	replace existing conc sidewalk	TERRA GREEN LANDSCAPING AND MA																				
14	PWEN1406-0019	08/26/2014	1	ARMSTRONG CT	Collector [0-75]	12	BEACON STREET ARMSTRONG COURTOWILLOW STREET	Replace severed DB cable wire w/ new 1 UG CIC Conduit	Cable Communications, LLC																				
16	PWEN1408-0010	08/06/2014	35	ARNOLD LN	Local Street [0-75]	6	ARNOLD LANE ROWAYTON AVENUEtoCUL-DE-SAC	Excavate to locate & repair a water service leak.	SNEW																				
2	PWEN1403-0009	03/10/2014	5	AUTUMN ST	1.5 Overlay Full Lane [40-200LF]/SY	118	AUTUMN STREET #1 JUNE AVENUEtoCHESTER STREET	5-8 AutumnSt: Excav to remove & replace compr. san. swr main	OMI INC.							118		10											
2	PWEN1403-0009	03/10/2014	5	AUTUMN ST	Mill Full Lane 1.5 [40-200LF]/SY	118	AUTUMN STREET #1 JUNE AVENUEtoCHESTER STREET	5-8 AutumnSt: Excav to remove & replace compr. san. swr main	OMI INC.																				
16	PWEN1406-0024	06/24/2014	4	AVIATION CT	Local Street [0-75]	44	AVIATION COURT SOUNDVIEW AVENUEtoCUL-DE-SAC	Install 400' of 4" D.I. main to replace exist. I.P. main	JOHN J. BRENNAN CONST. CO. INC																				
16	PWEN1406-0024	06/24/2014	4	AVIATION CT	Minor Arterial [76-85]	25	SOUNDVIEW AVENUE DEERFIELD STREETtoPOGGANY STREET	Install 400' of 4" D.I. main to replace exist. I.P. main	JOHN J. BRENNAN CONST. CO. INC																				
24	PWEN1509-0001	06/10/2015	46	BARBARA DR	Local Street [0-75]	15	BARBARA DRIVE #2 MAXWELL ROAD #1toFOLWELL ROAD (N)	Sanitary Sewer Lateral Repair	DPS Services, LLC																				
24	PWEN1505-0038	05/14/2015	60	BARBARA DR	Local Street [0-75]	19	BARBARA DRIVE #2 MAXWELL ROAD #1toFOLWELL ROAD (N)	Excav to follow, remove & replace Compr. Oburg San Swr Lateral	ANDROMACO EXCAVATING CO., INC																				
24	PWEN1502-0025	02/13/2015	63	BARBARA DR	Local Street [0-75]	12	BARBARA DRIVE #2 MAXWELL ROAD #1toFOLWELL ROAD (N)	Emergency: Excavate to locate & repair 6" water main break.	FIRST DISTRICT WATER DEPT.																				
14	PWEN1505-0020	05/28/2015	52	BEACON ST	Collector [76-85]	15	BEACON STREET WILLOW STREETtoTRYON AVENUE	Emergency Water Main Break Repair	FIRST DISTRICT WATER DEPT.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	1.5 Overlay Full Lane [40-200LF]/SY	487	STRAWBERRY HILL @ BEACON @ CATALPA	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.									43											
14	PWEN1412-0021	12/18/2014		BEACON STREET	Collector [76-85]	26	BEACON STREET STRAWBERRY HILL AVENUEtoCHELENE ROAD	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Collector [86-100]	8	WILLIAM STREET HILLDALE MANORtoKING STREET	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Concrete Curb /LF	15	EAST AVE NEAR EVERSLY	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Concrete Curb /LF	35	CITY HALL parking LOT @ BASBALL FIELD	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Concrete Sidewalk /SF	23	CITY HALL PARKING LOT @ BASBALL FIELD	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Concrete Sidewalk /SF	132	EAST AVE NEAR EVERSLY	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Local Street [0-75]	8	CLARA DR DRY HILL RD to CUL-DE-SAC	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Local Street [0-75]	22	CITY HALL Parking lot	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Local Street [76-85]	12	MELBOURNE ST	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Major Arterial [86-100]	38	EAST AVENUE #1 DASKAM LANEtoSHERY STREET	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0021	12/18/2014		BEACON STREET	Mill Full Lane 1.5 [40-200LF]/SY	487	STRAWBERRY HILL @ BEACON @ CATALPA	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.									487											
14	PWEN1412-0022	12/18/2014		BEACON STREET	Collector [86-100]	5	WILLIAM STREET MAURICE STREET to HILLDALE MANOR	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
14	PWEN1412-0022	12/18/2014		BEACON STREET	Collector [86-100]	12	WILLIAM STREET STRAWBERRY HILL AVE to LYNCREST DR	WPCA 2014-1: Beacon Street Area SS Rehabilitation	Heitkamp, Inc.																				
3	PWEN1502-0042	02/27/2015	15	BENEDICT ST	Collector [0-75]	15	BENEDICT STREET GLENWOOD AVENUEtoHYATT AVENUE	Emergency: Excavate to locate & repair water main break.	SNEW																				
3	PWEN1508-0020	06/09/2015	63	BENEDICT ST	Collector [0-75]	11	BENEDICT STREET BYRD ROADtoFERRIS AVENUE	Repair leaking water service	SNEW																				
2	PWEN1411-0017	11/19/2014	19	BEVERLY PL	Collector [86-100]	7	BEVERLY PLACE DEAD END (NORTHERLY)toDEAD END (SOUTHERLY)	Emergency: Excavate to Locate & Repair a Water Serv. Leak.	FIRST DISTRICT WATER DEPT.																				
9	PWEN1504-0015	05/19/2015	61	BLUFF AVE	Collector [86-100]	18	BLUFF AVENUE SAMMIS STREETtoWILSON AVENUE	New Hse. Upgrade Exist Water Serv. Install Elec. Tele & Cable	BOUCHARD CONSTRUCTION, INC																				
10	PWEN1508-0061	08/31/2015	36	BOUTON ST	2 Bituminous Sidewalk /SY	4	BOUTON STREET	emergency exc to repair sewer lateral	SURWILLO CONTRACTING CO																				
10	PWEN1508-0042	08/24/2015	93	BOUTON ST	Collector [86-100]	23	BOUTON STREET INDIANA PLACEtoGLASSER STREET	emergency exc to repair water svc	SNEW																				
9	PWEN1501-0056	01/16/2015	17	BURCHARD LN	Local Street [0-75]	9	BURCHARD LANE WITCH LANEtoEMORY LANE	Excavate to locate & repair a water service leak.	SNEW																				
11	PWEN1511-0026	10/26/2015	2	BURRITT AVE	Major Arterial [0-75]	35	BURRITT AVENUE WOODWARD AVENUEtoLINCOLN AVENUE	Emergency water main repair	SNEW																				
11	PWEN1502-0015	02/12/2015	15	BURRITT AVE	Major Arterial [0-75]	23	BURRITT AVENUE LINCOLN AVENUEtoQUINTARD AVENUE	Emergency: Excav. to locate & repair a 16" water main break.	SNEW																				
1	PWEN1510-0065	10/23/2015		BUTLER STREET	1.5 Overlay Full Lane [2-200LF]/SY	771	install 12" water main, valves, fittings	FIRST DISTRICT WATER DEPT.																					
1	PWEN1510-0065	10/23/2015		BUTLER STREET	Mill Full Lane 1.5 [2-200 LF]/SY	771	install 12" water main, valves, fittings	FIRST DISTRICT WATER DEPT.																					
24	PWEN1504-0018	04/29/2015	6	CAMP ST	Collector [86-100]	16	CAMP STREET U. S. ROUTE 1toECLIPSE AVENUE	Emergency: Excavate to locate & repair a water service leak.	FIRST DISTRICT WATER DEPT.																				
24	PWEN1504-0019	04/29/2015	6	CAMP ST	Concrete Sidewalk /SF	36	CAMP STREET U. S. ROUTE 1toECLIPSE AVENUE	Emergency: Excavate to locate & repair a water service leak.	FIRST DISTRICT WATER DEPT.																				
24	PWEN1504-0003	04/08/2015	7	CAMP ST	Collector [86-100]	7	CAMP STREET U. S. ROUTE 1toECLIPSE AVENUE	Emergency: Excavate to Locate & Repair Water Main/Srv Break	FIRST DISTRICT WATER DEPT.																				
24	PWEN1504-0003	04/08/2015	7	CAMP ST	Concrete Sidewalk /SF	36	CAMP STREET U. S. ROUTE 1toECLIPSE AVENUE	Emergency: Excavate to Locate & Repair Water Main/Srv Break	FIRST DISTRICT WATER DEPT.																				
1	PWEN1407-0024	11/20/2015	35	CHAPEL ST	Collector [76-85]	7	CHAPEL STREET HARBOR AVENUEtoCOMMERCE STREET	Dig qate box & repair; replace hit fire hydrant	FIRST DISTRICT WATER DEPT.																				
1	PWEN1407-0024	11/20/2015	35	CHAPEL ST	Concrete Curb /LF	30	CHAPEL STREET HARBOR AVENUEtoCOMMERCE STREET	Dig qate box & repair; replace hit fire hydrant	FIRST DISTRICT WATER DEPT.																				
1	PWEN1407-0024	11/20/2015	35	CHAPEL ST	Concrete Sidewalk /SF	148	CHAPEL STREET HARBOR AVENUEtoCOMMERCE STREET	Dig qate box & repair; replace hit fire hydrant	FIRST DISTRICT WATER DEPT.																				
1	PWEN1509-0015	09/28/2015		WEST AVE	Collector [0-75]	40	CHAPEL STREET WEST AVENUEtoHARBOR AVENUE	FIRST DISTRICT WATER DEPT.																					
14	PWEN1502-0032	02/19/2015	18	CHARLES ST	Local Street [0-75]	16	CHARLES STREET FORT POINT STREETtoDEAD END	Excavate to locate & repair a water service leak.	FIRST DISTRICT WATER DEPT.																				
15	PWEN1508-0002	01/20/2015	43	CHATHAM DR	Local Street [0-75]	10	CHATHAM DRIVE COSSITT ROADtoCOSSITT ROAD	Excav. to locate and repair water service leak.	SNEW																				
5	PWEN1503-0012	03/12/2015	3	CLIFFVIEW DR	Local Street [0-75]	9	CLIFFVIEW DRIVE SILVERMINE AVENUEtoRIVERVIEW DRIVE	Emergency: Excavate to locate & repair a 6" water main break	FIRST DISTRICT WATER DEPT.																				
19	PWEN1512-0015	12/07/2015	35	COBBLERS LN	Local Street [86-100]	7	COBBLERS LANE CREEPING HEMLOCK DRIVEtoLAKEWOOD DRIVE	emergency exc to repair water main	FIRST DISTRICT WATER DEPT.																				
1	PWEN1406-0007	06/11/2014	11	COMMERCE ST	Collector [86-100]	14	COM																						

Flow Route	Permit No	ISSUED	Address	Street Name	Restoration Description	Quantity	Road Segment	Permit Description	Applicant Name	MJ SY	MN SY	LO SY	PLUGS EA	MILL 40-200 SY	OVERLAY 40-200 TONS	MILL >200 SY	OVERLAY >200 TONS	CONC CURB LF	BIT CURB LF	CONC WALK SF	HC RAMP SF	CONC DRIVE SF	PAVERS SF	BIT WALK SY	LOOPS LF			
16	PWEN1501-0079	02/12/2015	284	HIGHLAND AVE	Asphalt Plugs/EA	2	HIGHLAND AVENUE DEVILS GARDEN ROADtoHIGHLAND COURT	Excavate to locate & repair a water service leak.	SNEW																			
16	PWEN1512-0063	12/28/2015	285	HIGHLAND AVE	Minor Arterial [76-85]	6	HIGHLAND AVENUE DEVILS GARDEN ROADtoHIGHLAND COURT	Excavate to locate & repair a water service leak.	SNEW																			
16	PWEN1512-0063	12/28/2015	285	HIGHLAND AVE	Asphalt Plugs/EA	2	HIGHLAND AVENUE DEVILS GARDEN ROADtoHIGHLAND COURT	repair water svc leak	SNEW		6		2															
15	PWEN1508-0036	08/21/2015	6	HOLLOW TREE CT	Local Street [76-85]	15	HOLLOW TREE COURT HOLLOW TREE ROADtoCUL-DE-SAC LOOP	emergency: repair water service leak	SNEW				15															
15	PWEN1502-0044	02/27/2015	11	HOLLOW TREE RD	Local Street [0-75]	4	HOLLOW TREE ROAD MCALLISTER AVENUEtoHOLLOW TREE COURT	Excavate to expose & thaw existing frozen water service.	SNEW																			
18	PWEN1502-0037	02/20/2015	3	HOLLY ST	Local Street [86-100]	8	HOLLY STREET LUFFBERRY AVENUEtoGRESHAM AVENUE	Emergency: Excavate to locate & repair 6" water main break.	FIRST DISTRICT WATER DEPT.				4															
9	PWEN1411-0019	11/20/2014	27	HONEYUCKLE DR	Local Street [0-75]	12	HONEYUCKLE DRIVE DRY HILL ROADtoCUL-DE-SAC	Emergency: Excavate to locate & repair a water main break.	FIRST DISTRICT WATER DEPT.				12															
18	PWEN1512-0044	12/16/2015	12	INDIAN SPRING RD	Bituminous Concrete Curb /LF	6	INDIAN SPRING ROAD	REPAIR WATER SERVICE LEAK	SNEW				6															
9	PWEN1512-0044	12/16/2015	12	INDIAN SPRING RD	Local Street [86-100]	6	INDIAN SPRING ROAD (BILLED WRONG SEGMENT)	REPAIR WATER SERVICE LEAK	SNEW																			
2	PWEN1508-0046	08/18/2015	10	INGLESIDE AVE	Local Street [86-100]	13	INGLESIDE AVENUE SPRING HILL AVENUEtoBEAU STREET	Excavate to remove & replace compromised san. sewer lateral	A.J. PENNA AND SON CONST INC				6															
11	PWEN1509-0046	08/18/2015	7-9	ISAACS ST	Local Street [0-75]	15	ISAACS STREET WALL STREETtoDEAD END	Emergency Water Main Break	FIRST DISTRICT WATER DEPT.				15															
22	PWEN1506-0038	06/26/2015	3	JARVIS ST	Local Street [0-75]	19	JARVIS STREET WARD STREETtoWEST ROCKS ROAD	reconnect Sanitary Sewer	A.J. PENNA AND SON CONST INC				19															
22	PWEN1503-0018	03/19/2015	7	JARVIS ST	Local Street [76-85]	7	JARVIS STREET WEST ROCKS ROADtoHOMER ROAD	Emergency: Excavate to locate & repair a water service leak.	FIRST DISTRICT WATER DEPT.				7															
16	PWEN1511-0057	11/12/2015	16	KNOLLWOOD RD	Local Street [0-75]	13	KNOLLWOOD ROAD HIGHLAND AVENUEtoDEEPWOOD LANE	exc to replace ss lateral	CONTE COMPANY LLC				13															
10	PWEN1502-0007	02/12/2015	9	KOSSUTH ST	2 Bituminous Sidewalk /SY	3	KOSSUTH STREET	Excavate to locate & repair a water service leak.	SNEW																3			
10	PWEN1502-0007	02/12/2015	9	KOSSUTH ST	Bituminous Concrete Curb /LF	8	KOSSUTH STREET	Excavate to locate & repair a water service leak.	SNEW																			
10	PWEN1502-0007	02/12/2015	9	KOSSUTH ST	Local Street [86-100]	8	KOSSUTH STREET OLEAN STREETtoLEXINGTON AVENUE	Excavate to locate & repair a water service leak.	SNEW				8															
22	PWEN1409-0011	09/18/2014	40	LAKEVIEW DR	Local Street [0-75]	9	LAKEVIEW DRIVE #1 BROAD STREETtoCUL-DE-SAC	Excav to locate, remove & replace compromised swr lateral	A.J. PENNA AND SON CONST INC				9															
23	PWEN1501-0057	01/13/2015	16	LEANN DR	Local Street [0-75]	18	LEANN DRIVE #1 CAROTHERS LANEtoCUL-DE-SAC (EAST)	Emergency: Excavate to locate & repair a water service leak.	FIRST DISTRICT WATER DEPT.				18															
9	PWEN1511-0078	11/30/2015	11	LEDGE RD	Local Street [0-75]	31	LEDGE ROAD WITCH LANEtoCROOKED TRAIL ROAD	Repair water main break	SNEW				31															
16	PWEN1502-0039	04/08/2015	12	LENOX AVE	Local Street [76-85]	9	LENOX AVENUE FERN STREETtoAUBURN STREET	Emergency: Excavate to locate & repair water main break.	SNEW				9															
11	PWEN1111-0008	11/08/2011	48	LENOX AVE	Local Street [0-75]	21	LENOX AVENUE	Install 2 PVC sleeve for new gas service by Yankeegas	LFM LANDSCAPING LLC				21															
11	PWEN1506-0019	06/10/2015	9	LINCOLN AVE	Local Street [0-75]	6	LINCOLN AVENUE SHERIDAN STREETtoBURRITT AVENUE	Repair Leaking Water Service (Emergency)	SNEW				6															
11	PWEN1406-0025	06/29/2014	37	LINCOLN AVE	Local Street [0-75]	6	LINCOLN AVENUE SHERIDAN STREETtoBURRITT AVENUE	Emergency water service leak repair	SNEW				6															
19	PWEN1503-0003	03/03/2015	6	LINDENWOODS RD	Local Street [76-85]	7	LINDENWOODS ROAD LINDEN STREETtoDEAD END	Emergency: Excavate to locate & repair a water main break.	FIRST DISTRICT WATER DEPT.				7															
14	PWEN1506-0031	06/22/2015	24	LOCKWOOD LN	Local Street [86-100]	8	LOCKWOOD LANE WINTHROP AVENUEtoEAST AVENUE	Emergency: Excavate to locate & repair a water leak.	FIRST DISTRICT WATER DEPT.				8															
23	PWEN1504-0009	07/06/2015	51	LOIS ST	Local Street [86-100]	50	FULLIN ROAD WOLFPIT AVENUEtoLOIS ST	Fullin Road / Court Intersection: Water Main Break Repair	FIRST DISTRICT WATER DEPT.				50															
12	PWEN1510-0006	10/13/2015	25	MADISON STREET	Local Street [86-100]	25	MADISON STREET DR MARTIN L KINGtoWASHINGTON STREET	repair water main break	SNEW				25															
19	PWEN1410-0011	02/18/2015	330	MAIN AVE	Collector [0-75]	9	LINDEN STREET MAIN AVENUEtoDOD ROAD	Linden: Excav to locate/repair 8" compromised san. swr main.	OMI INC				9															
22	PWEN1411-0012	12/01/2014	362	MAIN AVE	Local Street [0-75]	52	Nottingham Place: Main Avenue to End	Complete Excavation	FIRST DISTRICT WATER DEPT.				52															
22	PWEN1511-0073	07/08/2014	167	MAIN ST	Collector [86-100]	13	CATHERINE STREET MAIN STREETtoWEST MAIN STREET	Repair water leak / service	FIRST DISTRICT WATER DEPT.				13															
3	PWEN1507-0029	06/01/2015	24	Concrete Curb /LF	5	MARLIN DRIVE WEATHERLY LANEtoWINDWARD ROAD	Excavate to locate & repair a water service leak.	SNEW																				
3	PWEN1507-0029	06/01/2015	24	Local Street [0-75]	14	MARLIN DRIVE WEATHERLY LANEtoWINDWARD ROAD	Excavate to locate & repair a water service leak.	SNEW				14																
12	PWEN1503-0002	03/03/2015	5	Asphalt Plugs/EA	2	MARVIN STREET	Emergency: Excavate to locate & repair a water main break.	FIRST DISTRICT WATER DEPT.				2																
12	PWEN1503-0002	03/03/2015	5	Local Street [76-85]	19	MARVIN STREET PINE HILL AVENUEtoCANFIELD AVENUE	Emergency: Excavate to locate & repair a water main break.	FIRST DISTRICT WATER DEPT.				19																
12	PWEN1503-0002	03/03/2015	5	2 Bituminous Sidewalk /SY	3	MARVIN STREET																						
12	PWEN1503-0002	03/03/2015	5	Bituminous Concrete Curb /LF	3	MARVIN STREET																						
15	PWEN1502-0020	02/26/2015	16	Local Street [0-75]	6	FrancesAve Side: Replacement of Compromised Oburg SanSwrLat				6																		
15	PWEN1508-0004	08/08/2015	20	Local Street [0-75]	9	Excav to locate and repair water service leak				9																		
16	PWEN1501-0068	02/18/2015	21	Local Street [0-75]	13	Emergency: Repair Exist. Compromised 12" San. Sewer Main				13																		
11	PWEN1501-0080	02/03/2015	54	Concrete Curb /LF	5	Excav. to locate & repair compromised sanitary sewer lateral				5																		
11	PWEN1501-0080	02/03/2015	54	Concrete Sidewalk /SF	50	Excav. to locate & repair compromised sanitary sewer lateral				50																		
11	PWEN1501-0080	02/03/2015	54	Major Arterial [86-100]	12	Excav. to locate & repair compromised sanitary sewer lateral				12																		
11	PWEN1403-0011	02/12/2015	2	Asphalt Plugs/EA	5	Chestnut St. Side: Hand excavate to raise rate box for valve				5																		
11	PWEN1501-0069	01/22/2015	37	Local Street [86-100]	20	Excavate to locate & repair a water service leak.				20																		
11	PWEN1211-0020	11/14/2012	36	Local Street [86-100]	20	Excavate to locate & repair compromised sewer lateral.				20																		
8	PWEN1507-0032	08/29/2015	162	Local Street [86-100]	29	Installation of New Water Line, Video Inspect. San Sewer.				29																		
2	PWEN1506-0018	06/08/2015	8	2 Bituminous Sidewalk /SY	2	Excavate to replace existing curb valve.																						
2	PWEN1506-0018	06/08/2015	8	Bituminous Concrete Curb /LF	4	Excavate to replace existing curb valve.																						
2	PWEN1503-0032	04/06/2015	21	Local Street [76-85]	21	Replace buried electric with twin 3" conduits (Eversource)				21																		
3	PWEN1405-0003	05/06/2014	218	2 Bituminous Sidewalk /SY	4	Excavate to install new water serv. & meter pit for house.				4																		
3	PWEN1310-0034	12/13/2013	2	Local Street [86-100]	10	Emergency repair of water service				10																		
3	PWEN1310-0034	12/13/2013	2	Local Street [86-100]	14	Emergency repair of water service				14																		
4	PWEN1508-0057	08/31/2015	17	Minor Arterial [76-85]	6	road opening for new water connection				6																		
6	PWEN1507-0030	05/15/2015	27	Local Street [0-75]	29																							

