

Department of Finance-Purchasing Agent 13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Invitation for Bids

Specifications and Proposal Documents Attached

Proposal No.: 2024-14 CONL

Opening Date and Time: April 4, 2024 at 2:00 P.M.

Title: Sidewalk and Curb Replacement

Special Instructions:

- All questions are due by March 28, 2024 12:00 P.M. You must email Joshua Montague <u>imontague@newlondonct.org</u>.
- You must submit one (1) hard copy of the proposal along with one (1) electronic file in PDF format on a USB drive.
- A bid opening will take place at 13 Masonic Street, New London, CT 06320.
- This is a prevailing wage job.

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 2024-14 CONL

Not to be opened until April 4, 2024 at 2:00 P.M.

Return Proposal to:

Joshua Montague, Accounting/Purchasing Agent City of New London 13 Masonic Street* New London, CT 06320

*13 Masonic Street is located on the upper level of the building. Enter 13 Masonic Street through the single door to the right of the double doors.

Proposals cannot be accepted after the Proposal Opening Date and Time indicated above and will be returned unopened.



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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Invitation for Bids

Proposal No.: **2024-14**

Sidewalk and Curb Replacement

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

| Date Issued: March | 20, 2024 | | | |
|-----------------------------------|-------------------|-----|------|--|
| Date documents recei | ved: | / | | |
| Do you plan to submit a response? | | Yes | No | |
| | | | | |
| Print or type the follow | ving information: | | | |
| Company Name: | | | | |
| Address: | | | | |
| | | | | |
| Telephone: | | | Fax: | |
| E-mail: | | | | |
| Received by: | | | | |

Note: E-mailed acknowledgements are requested. E-mail: jmontague@newlondonct.org



Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Standard Invitation for Bids (IFB) and Contract Terms and Conditions

All Invitations for Bids issued by the City of New London (City) will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

Incorporated by reference into this contract are the provisions of Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

- 1. Bids must be submitted on forms supplied by the City of New London. Telephone, facsimile or e-mail bids will not be accepted in response to an Invitation for Bids. An original and one (1) copy of the Proposal Form shall be returned to the Purchasing Agent.
- 2. The date and time bids are to be opened are given in each Invitation for Bids issued. Bids received after the specified date and time of the bid opening given in each Invitation for Bids will not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the bid opening. The name and address of the bidder should appear in the upper left-hand corner of the envelope.
- 3. Incomplete proposal forms may result in the rejection of the bid Amendments to bids received by the Purchasing Agent after the date and time specified for the bid opening shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids for the bidder shall sign all bids. Unsigned bids shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the bid for those items erased, altered or corrected and not initialed.
- 4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation for Bids.
- 5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the Invitation for Bids.
- 6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Invitation for Bids and subject only to cash discount.
- 7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the bid prices.
- 8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
- 9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

Standard Invitation for Bids (IFB) and Contract Terms and Conditions

10. All bids will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are "doing business as"; Individual – must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Bid Bond – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

Performance Bond – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Labor and Material Payment Bonds – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Award

- 12. Award of this contract will be made to the lowest responsible, qualified bidder and will be based on net cost and City specifications. The City of New London reserves the right to award this contract to other than the low bidder and to make multiple awards if deemed in the best interest of the City.
- 13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible bidder if its bid is within fifteen percent (15%) of the low bid and it is willing to accept the award at the low bid price. Any bidder claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
- 14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
- 15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

- 16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.
- 17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

Contract

- 18. The existence of a contract shall be determined in accordance with the requirements set forth above.
- 19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
- 20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
- 21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
- 22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Products or Completed Operations - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars (\$2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of bid.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of New London as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. The Additional Insured Endorsement shall be written on ISO Form 2010 and 2037 or its equivalent and shall include coverage for Products/Completed Operations after the work is complete.

Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both Immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

Delivery

- 24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
- 25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
- 26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
- 27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

Advertising

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

Rights

- 30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
- 31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
- 32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
- 33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

| State of | | | | | | | |
|-----------------|--|--|---|--|---|--|--|
| County of | |) ss.) | | | | | |
| | | | | , being | first | duly | sworr |
| deposes and | say that: | | | | | | |
| (1) | He is | of nas submitted the attach | | | herein | refe | rred to |
| | as the "Bidder" that | nas submitted the attach | ed bid; | | | | |
| (2) | He is fully informed circumstances respe | respecting the preparatecting such Bid; | ion and content of the | attached Bid | and of | f all p | ertiner |
| (3) | Such Bid is genuine | and is not a collusive or | sham Bid; | | | | |
| (4) | parties in interest, in or indirectly with any the Contract for which such Contract, or homeometrication or communication or of attached Bid or of any other | der nor any of its officers, cluding this affiant, has in other Bidder, firm or peth the attached Bid has beas in any manner directories onference with any other bidder, or to fix a der Bidder, or to secure the ntage against the City of | any way colluded, consists on to submit a collusteen submitted or to refrectly or indirectly, sough Bidder, firm or personny overhead, profit or carough any collusion, consists of the collusion, consists of the collusion, consists of the carough any collusion, consists of the carough and collusion. | spired, conniversive or sham Bitain from biddir ght by agreem on to fix the properties to cost element or onspiracy, cor | ed or agid in cong in conent or rice or of the Binnivance | greed, nnect nnect collu price id pric ce or u | directlicion with tion with tion with usion of some the second the tight of |
| (5) | conspiracy, conniva | uoted in the attached Bionce or unlawful agreer ners, employees, or parti | ment on the part of t | the Bidder or | | | |
| (6) | New London is dire | nployee or person whose ctly or indirectly interest th it relates, or in any of t | ed in this Bid, or in th | | | | |
| | | | Signed | | | _ | |
| | | | Title | | | | |
| Subscribed a | nd sworn before me thi | 5 | | | | | |
| day | of 20 | | | | | | |
| (No | tary Public) | | | | | | |
| My Commiss | | | | | | | |
| iviy Collilliss | ion exhires | | | | | | |

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

| State of |) | |
|----------------|---|-----------------------------------|
| County of |) ss.) | |
| | , being first duly swe | orn, |
| deposes and s | ys that: | |
| (1) | He is of herein refe as the "Subcontractor"; | rred to |
| (2) | He is fully informed respecting the preparation and content of the Subcontractor's Proposal so by the Subcontractor to, the Contractor for certain work in connection with the Contract pertaining to the Project in New Lo Connecticut; | ubmitted ondon, |
| (3) | Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid; | |
| (4) | Neither the said Subcontractors nor any of its officers, partners, owners, agents, representative employees or parties in interest, including this affiant, has in any way colluded, conspired, coror agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or some in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought be agreement or collusion or communication or conference with any other Bidder, firm or person the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost elemented Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspirate connivance or unlawful agreement any advantage against the City of New London, CT or any interested in the proposed Contract; and | nnived ham Bid om y to fix ent of |
| (5) | The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and a tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bid any of its agents, representatives, owners, employees, or parties of interest, including this affi | der or |
| (6) | That no officer or employee or person whose salary is payable in whole or in part from the Cit New London is directly or indirectly interested in this Bid, or in the supplies, materials, equation work or labor to which it relates, or in any of the profits thereof. | |
| | Signed | |
| | Title | |
| Subscribed and | sworn before me this | |
| day of | 20 | |
| (Nota | y Public) | |
| My Commissio | expires | |

AFFIRMATIVE ACTION POLICY STATEMENT (must be submitted on your firm's letterhead)

| | entinue to be the strong commitment ofactors and subcontractors who do business with this City to provide |
|--|---|
| equal opportunities in employment to all qualifi | ed persons solely on the basis of job-related skills, ability and merit. ontinue to take Affirmative Action to ensure that applicants are |
| employed and that employees are treated du national origin, ancestry, mental disorder (pres to blindness), marital status, mental retardation employment, upgrading, demotion or transfer; pay or other forms of compensation and select | aring employment without regard to their race, color, religion, sex, sent or past history thereof), age, physical disability (but not limited on, and criminal record. Such action includes, but is not limited to, recruitment or recruitment advertising; layoff or termination; rates of tion for training including apprenticeship. to make good faith efforts to comply with all federal and state laws |
| States Constitution, Civil Rights Act of 1866, United States Civil Rights Act, Presidential Exefederal contracts), Act I, Sections 1 and 20 of Number 11, Governor O'Neill's Executive Orde 46a-60-69) of the Connecticut General Statute Civil Rights (46a-58(a)(d)), Public Accommod (46a-80), definition of Blind (46a-51(1)), defired Retarded (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation with the Connecticut General Statute Civil Rights (46a-51(13)), cooperation General Statute Civil Rig | addressed in the 13th, 14th, and 15th Amendments of the United 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 ecutive Orders 11246, amended by 11375, (nondiscrimination under the Connecticut Constitution, Governor Grasso's Executive Order Price Number 9, the Connecticut Fair Employment Practices Law (Sec. 1998) es, Connecticut Code of Fair Practices (46a-70-81), Deprivation of ations Law (46a-63-64), Discrimination against Criminal Offenders nition of Physically Disabled (46a-51(15)), definition. of Mentally Commission on Human Rights and Opportunities (46 - 77), Sexual the Discrimination Law (36-436 through 439), Title I of the State and |
| This Affirmative Action Policy Statem Employment Opportunity. | ent re-affirms my personal commitment to the principles of Equal |
| | |
| DATE | Signature of Authorized Signer |

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

| Bidde | r's Name | | | | | |
|-------|-----------------------------|--------------------------|--|---------------------|-------------------------|---------------|
| Addre | ess and Zip Code | | | | | |
| 1. | Bidder has par Clause. | ticipated in a pr | revious contract or subc | ontract subject to | the Equal Opportunity | |
| | Yes () | No () If ans | swer is yes, identify the r | nost recent contra | act. | |
| 2. | Compliance re Yes () | | uired to be filed in conne wer is yes, identify the r | | | |
| 3. | Bidder has filed Yes () | d all compliance No() | e reports due under app Not Required () | licable instruction | s, including SF. 100. | |
| 4. | If answer to Ite | em 3 is "No" ple | ase explain in detail on | reverse side of thi | s Certification. | |
| | | | s true and complete to t Code, Title 18, Section 1 | | wledge and belief. A wi | llfully false |
| | | Name an | nd Title of Signer (Please | е Туре) | | |
| | Siç | gnature | | | Date | |

CERTIFICATION OF NON-SEGREGATED FACILITIES Sidewalk and Curb Replacement

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt form the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

| Note: The penalty for making false statements in offer | s is prescribed in 18 U.S.C. Paragraph 1001. |
|--|--|
| Date: | By: |
| Official Address: | Title: |
| | |



City of New London Department of Finance-Purchasing Agent

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Anti-Fracking Provision

| We | hereby submit a bid for materials, equipment and/or labor for the City of New |
|-----------------------|--|
| London. The Bid is t | for bid documents titled Bid No. 2024-12 CONL: 2024 Roadway Resurfacing |
| Improvements. We | e hereby certify under penalty of perjury that no natural gas waste or oil waste will be |
| used by the unders | igned bidder or any contractor, sub-contractor, agent or vendor agent in connection with |
| the bid; nor will the | undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any |
| natural gas waste o | or oil waste to any road or real property within the City of New London as a result of the |
| submittal of this bid | if selected. |
| | |
| | |
| | |
| | |
| DATE | Signature of Authorized Signer |

BB Form Page 1 of 2

BID BOND

| KNOW ALL MEN BY THESE PR | ESENTS, that we | | |
|---|---|--|--|
| as Principal, and | | 110010133000000000000000000000000000000 | CONTRACTOR OF THE CONTRACTOR O |
| a corporation duly organized und bound unto the City of New Lor sum of | ndon, 181 State Street | , New London, CT 06320, hereina Dollars (\$), f | or the payment of which sum |
| well and truly to be made, the sa and assigns, jointly and severally | | bind ourselves, our heirs, executors. | s, administrators, successors, |
| WHEREAS, the Principal has sub | omitted a bid dated | to | |
| Owner in accordance with the ter Contract Documents with good a payment of labor and material fur such Contract and give such bon penalty hereof between the amou | rms of such bid and give nd sufficient surety for the rnished in the prosecution d or bonds, if the Princip unt specified in said bid | the Principal and the Principal shall such bond or bonds as may be spene faithful performance of such Conton thereof, or in the event of the failubal shall pay to the Owner the difference such larger amount for which the by said bid, then this obligation shall | ecified in the bidding or tract and for the prompt are of the Principal to enter ence not to exceed the e Owner may in good faith |
| Signed and sealed this | day of | 2024. | |
| | | | |
| | | (Principal) | (Seal) |
| (Witness) | 1000 | (Title) | |
| | | (Surety) | (Seal) |
| (Witness) | | (Title) | The state of the s |

BB Form Page 2 of 2

| Attorney-in-Fact, State ofCompany must be attached to Bond. | , | , Power-of-Attorney for person signing for Surety |
|---|------------------|--|
| l, | , of the Corpora | RPORATE PRINCIPAL certify that I am the ation named as Principal in the within bond; that |
| of said corporat | ion; that I know | hehalf of the Principal was then the |
| | - | Affix Corporate Seal |
| | Title | EXECUTE OF THE STREET OF THE S |

L&MPB Page 1 of 2

LABOR AND MATERIAL PAYMENT BOND

| KNOW ALL MEN BY THESE PRESENTS: | |
|--|---|
| That | , as Principal |
| (hereinafter called Principal) andas Surety, (hereinafter called Surety) are held and firmly bound untoas Obligee (hereinafter | |
| benefit of claimants as hereinbelow defined; in the amount of | Dollars (<u>\$</u> neir heirs, executors, |
| WHEREAS, Principal has by written agreement datedowner for | entered into a Contract with the |
| which Contract is by reference made a part hereof, and is hereinafter referred to as the NOW, THEREFORE, the condition of this obligation is such that, if the said Principal sh | all promptly pay for all materials |

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain in full force and effect.

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

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

L&MPB FORM Page 2 of 2

| | | ed this instrument under their several seals this orporate seal of each corporate party being hereto |
|---|-------------------------|---|
| affixed and these presents signed by its un | dersigned representativ | e, pursuant to authority of its governing body. |
| | | (Corporate Principal) |
| Attest: | | (Business Address) |
| | By | Affix Corporate Sea |
| se. | | (Corporate Surety) |
| Attest: | | (Business Address) |
| | Ву | AffixCorporate Seal |
| Countersigned by | | |
| Attorney-in-Fact, State of | | , Power-of- Attorney for person signing for |

PB Form Page 1 of 2

PERFORMANCE BOND

| KNOW ALL MEN BY THESE PRESENTS: | |
|---|--|
| That | as Principal, hereinafter |
| called Contractor, and | as Surety, hereinafter called |
| Surety, are held and firmly bound unto | as Obligee, hereinafter |
| called Owner, in the amount of | |
| called Owner, in the amount of |), for payment whereof Principal and |
| Surety bind themselves, their heirs, executors, administrators, success these presents. | sors and assigns, jointly and severally, firmly by |
| WHEREAS, Contract has by written agreement dated | entered into a Contract |
| with Owner for | |
| | |
| | |

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

ICHOLAL ALL MENT DV THEOR DOCOCNITO.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall he, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

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

PB Form Page 2 of 2

| IN WITNESS WHEREOF, the above-bounded parties had av of . 20 . the na | | |
|--|--|--|
| day of, the na affixed and these presents signed by its undersigned rep | oresentative, pur | suant to authority of its governing body. |
| No extension of time or other modification of this Bid Bor Bond. | nd shal l be valid | unless agreed in writing by the parties to this |
| × | | (Corporate Principal) |
| Attest: | | (Business Address) |
| | Ву | Affix Corporate Seal |
| | | (Corporate Surety) |
| es | | |
| Attest: | | (Business Address) |
| | Ву | AffixCorporate Seal |
| Countersigned | | |
| Attorney-in-Fact, State of | 1 | _, Power-of- Attorney for person signing for |
| CERTIFICATE AS T | | certify that I am the |
| who signed the said bo | nd on behalf of t t I know his sign | ned as Principal in the within bond; that the Principal was then the ature, and his signature thereto is genuine; and of said corporation by authority of this governing |
| | | Affix Corporate Seal |
| Title |) - | |
| | | |

SBQ Page 1 of 2

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

| 1. | Name of Bidder |
|-----|--|
| 2. | Bidder's Tax Identification No |
| 3. | Permanent main office address |
| 4. | When organized |
| 5. | If corporation, where incorporated |
| 6. | Number of years have you been engaged in the contracting business under your present firm or trade name |
| 7. | Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) |
| 8. | General character of work performed by your company |
| 9. | Have you ever failed to complete any work awarded to you? If so, where and why? |
| 10. | Have you ever defaulted on a contract? If so, where and why? |
| 11. | List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) |
| 12. | List your major equipment available for this Contract |
| 13. | List your experience in work similar to this project |

| 14. | | |
|----------|---|-------------------------------------|
| 15. | 5. List the work to be done by Subcontractors and summarize the dollar value | of each Subcontract |
| 16. | 6. Credit available \$ | |
| 17. | 7. Give Bank reference | |
| 18. | 8. Will you, upon request, fill out a detailed financial statement and furnish an required by the Owner? | |
| 19. | The undersigned hereby authorizes and requests any person, firm or corporequested by the Owner in verification of the recitals comprising this Staten | |
| Dated | Pated(Name | of Bidder) |
| | , | |
| | | |
| State of | State of)) ss. County of) | |
| | being duly sworn depose | |
| | of | |
| correct | , and that the answers to the foregoing items and questions and all stateme orrect. | ents therein contained are true and |
| Subsci | Subscribed and sworn to before me this | |
| | day of <u>20</u> | |
| | (Notary Public) | |
| Mv Co | Ny Commission expires | |



Department of Finance- Purchasing Division

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215• jmontague@newlondct.org

ADDITIONAL PROVISIONS

The undersigned agrees to the following additional provisions:

- The firm has carefully reviewed and examined the specifications to prepare a complete proposal.
- No fees will be charged to the City of New London for preparing this proposal.
- Payment terms are net 45 days.
- Upon acceptance of the proposal, CONSULTANT/CONTRACTOR may be expected to enter into a written contract. You must reach out to the City's Purchasing Agent prior to acceptance of a proposal for a copy of the standard contract if you wish to review.
- The contract, Certificate of Insurance (COI), bonds, and any other necessary paperwork must be fully executed by both parties prior to any work being scheduled or performed.
 - o Bonds are required as follows:
 - **Performance Bond** One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).
 - **Labor and Material Payment Bonds** One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).
 - Builder's Risk insurance may be required for certain projects.
 - O A COI will be required for contract services, professional services, and public works improvement/construction projects per City Ordinance 2-71. All policies shall be endorsed to include the city, its officers and employees as additional insured and shall include a subrogation of waiver on all coverages. It is the contractors responsibility to request the insurance requirements for this particular project prior to providing a proposal.
- A purchase order or notice to proceed must be issued prior to any work being scheduled or performed. No work may be performed prior to the issuance of a purchase order or notice to proceed. Samples are attached for reference.
- A purchase order number must be included on every invoice or the invoice will be returned.
- Any change order(s) that increase the contract value \$20,000 or more (whether it be one change order or the sum of
 multiple change orders) must be presented to City Council for review/approval. No additional work, unless an
 emergency, will be completed until it has been reviewed/approved by City Council. Change orders may only be signed
 by the Mayor. Any additional work performed without the appropriate approval will be performed at the risk of the
 CONSULTANT/CONTRACTOR.
 - o Emergency change orders must be approved and signed by the Mayor before the work is completed.
 - o Emergency change orders are effective immediately following the Mayor's signature/approval.
- Retainage of 5% may be required for construction/public works improvement projects.
- Connecticut prevailing wage rates or federal Davis-Bacon wages will apply as necessary. You must reach out to the City's Purchasing Agent to determine if prevailing wage rates apply to this specific project prior to providing a proposal.

Any exception to the above may be cause for disqualification of CONSULTANT/CONTRACTOR.

| Name of Firm: | | |
|-------------------------------|--------|--------|
| Mailing Address: | | |
| Phone Number: | Email: | |
| Signature of Proposer: | | Title: |
| Name and Title (typewritten): | | |



87654321

14 CONL: Sidewalk and Curb Replacement

Fiscal Year 2016

Page 1 of 1

1234

Bill To JOHN W. SAMPLE 123 MAIN ST. TYLER TOWN, ME 04096

TYLER TECHNOLOGIES, INC.

TYLER TOWN, MAINE 04096

TOWN OF TYLER

Ship To 2234 See Shipping Information Below

87654321 Purchase Order Number 01/01/2016 Purchase Order Date Department **Purchasing Department** Contract 1234567-01 03/31/2016 Required By Freight Terms 30 Days

IF YOU HAVE SPECIFIC QUESTIONS REGARDING THIS PURCHASE ORDER, PLEASE REACH OUT TO THE CONTACT IN THE SHIPPING FIELD ABOVE. ALL **INVOICES SHOULD BE EMAILED TO:**

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | FINANCE_ BUYER NAME | ADMIN@NEWLONDONCT.ORG DELIVERY REFERENCE |
|---------------------|--------------------------|---------------|--------------------|------------------------|---|
| 207-555-1212 | tyler.town@tylertech.com | 1 | 12345678 | JOHN W. SAMPLE | JOHN W. SAMPLE |

NOTES

Vendor

DBA: TT 123 MAIN ST.

SUITE 100

This is the Purchase Order POConfirmNote This is the Purchase Order POConfirmNote 2 This is the Purchase Order POConfirmNote 3 This is the Purchase Order General Comment This is the Purchase Order General Comment 2 This is the Purchase Order General Comment 3 This is the Purchase Order Correspondence Note This is the Purchase Order Correspondence Note 2 This is the Purchase Order Correspondence Note 3 This is the Purchase Order Blanket Note This is the Purchase Order Blanket Note 2 This is the Purchase Order Blanket Note 3 This is the Purchase Order Vendor Note This is the Purchase Order Vendor Note 2

This is the Purchase Order PostItNote Note This is the Purchase Order PostItNote Note 2

This is the Purchase Order Vendor Note 3

This is the Purchase Order PostItNote Note 3

| ITEM# | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|-------|--|----------|------|------------|----------------|
| 1 | Computer Desk | 1.0000 | EACH | \$X.XX | \$X.XX |
| | Ship To: DetailShipToAddr01 DetailShipToAddr02 DetailShipToAddr03 DetailShipToCity, ME 04096 | | | | |
| | GL #: 150-3100-673107-000-000-000-000-0000- | | | | |
| 2 | Computer Desk - Adjustable Height | 2.0000 | EACH | \$X.XX | \$X.XX |
| | Ship To: DetailShipToAddr01 DetailShipToAddr02 DetailShipToCity, ME 04096 | | | | |
| | GL #: 0001-403-4300-0000-44102 \$X.XX | | | | |

Approval Date: 08/26/2015

Approver Name: POApprovalApprover

Total Ext. Price \$X.XX

Purchase Order Total \$X.XX

TERMS AND CONDITIONS UNDER WHICH THIS ORDER IS ISSUED

order.

- No conditions or agreements other than those stipulated herein are to govern this order unless expressly made in writing and mutually agreed to. If this order is not priced, it shall not be filled at prices higher than those last quoted or charged the City of New London (the City), unless the prices 2.
- shall have been authorized in writing by the City. No invoice shall be delivered by the Seller to any employee of the City. All invoices shall be mailed to the Department as indicated on the Purchase 3.
- 4. Delays in shipment shall be reported immediately by the Seller to the City. The City reserves the right to cancel this order if delivery is not made within a reasonable length of time.
- Charges for freight, express cartage or packing will not be allowed or paid by the City unless expressly stated on the order.
- All goods and services are subject to inspection and approval. If rejected they will be subject to your order and returned at your expense. 6.
- It shall he understood that the cash discount period will be, computed from the date of acceptance of materials or services or date of receipt of the 7. invoice, whichever is later.
- If this order includes any work on any premises other than those of Seller, the Seller, in accepting this order, agrees:
- Not to transfer this order nor any part thereof to any person, firm or corporation without written consent of the City, but to give personal attention and superintendence to the work, and that the City shall be at liberty to place other contractors at work: on the premises during the continuance of the work under this order for the execution of such other branches of work as may be necessary and that are not included in this order.
- To maintain such insurance as will protect the Seller from claims under Workman's Compensation or Employer's Liability Acts and from any other claim for personal injury or property damage which may arise by reason of the performance of any work under this order or to carry such risks itself to deliver to the City a certificate or other evidence of such insurance coverage satisfactory to it, and further to protect, indemnify and save the City harmless from any and all liabilities resulting from injuries to mechanics, laborers or any other persons whatsoever employed in the construction of said work or otherwise employed on or coming upon or near said premises and from and against damage to property adjacent thereto, and from and again, any any all liabilities for damage or injury to any person or property whatsoever in any manner resulting from or caused by the performance of this order or any walk regularity the roto or any portion of said work.
- The Seller agrees to forever protect, indemnify and save the City harmless from and against all contents, day ge, loss or expense which the City may incur or undergo in the event of any suit, claim or proceedings being brought to the City for the infringement of the United States of America by reason of the sale and/or use of any device, design or apparatus furnished by the Seller order this order.
- 10. In filling this order, the Seller automatically acknowledges that all goods yed to II this reder are produced without violation of existing Federal and State laws regarding Labor, Wages and Hours and Materials.
- 11. Supplier agrees to comply with the provisions of the Occupational Sefety and Householder and the standards and regulations issued thereunder and certifies that all items furnished under his Order will conform to and com, y ith sa standards and regulations. Supplier further agrees to indemnify and hold harmless Buyer for all damages assessed against the Buyer as a result of Sup, ier failure comply with the Act and the standards issued thereunder and for the failure of items furnished under this order toso-comply.
- 12. The contractor or subcontractor offers and agrees to assign the 'ty on 'ty ondon all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Sec. 15, or under Chapter 624 the Connecticut General Statutes, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase connection become . become connection become effective at the time the City of New London awards or accepts such contract, without further ack pwl genue, by the parties.
- 13. All chemical products shall be packaged, to look it does not be red in compliance with OSHA and D.O.T, standards relating to hazardous materials. These standards include but are not limited to: 2.9 CFR 1910.1 .0 and 40 CFP 172 00. "The intent

of this condition is to create an environme. " ...e wor ng area upon delivery, storage and package opening of such chemicals."



Department of Finance

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5218 • Fax (860) 447-5297

NOTICE TO PROCEED

Date

Company Address City, ST ZIP

RE: Bid number

City of New London

Project Name

New London, CT 06320

To whom this may concern:

This letter serves as your written authority to proceed with the confinction of the above referenced project.

Your contract starting date is hereby established as Monti λ 202. The proposal you submitted stipulates you are expected to be substantially complete within writer number (λ) days, or by Month XX, 2023.

The contract requires the assessment of Liquidated L pages on projects not completed within the contract time in the amount of \$XXX per day. Therefore, you have rovide written request for approval of a time extension.

Any change to the contract price make subtracted as a change order for approval by the Mayor or City Council. Any change order not signed by the Mayor is not considered to be a valid change order and will not be administered until approved by the Mayor or City our and the Mayor

Please sign and return one copy of the contact our office if you have any additional information.

Joshua Montague Accounting/Purchasing Agent City of New London

Sincerely,

| GENERAL CONTRACTOR'S/CONSULTANT'S ACKNOWLEDGMENT Company |
|--|
| Name: |
| Signature: |
| Date: |
| |
| |

2024-14 CONL: Sidewalk and Curb Replacement

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this *Xth* day of *(MONTH)*, *2024*, by and between (*Company Name, Address)*, hereinafter called "Contractor" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "City."

WHEREAS, the City desires to enter into a contract for the (*state nature of work*) and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

- 1. The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.
- 2. Term of the Contract: The start date for this Contract shall be (Month, Day), 2024 and the completion date of this Contract shall be (Month, Day), 2024, time being of the essence.
- **3. Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of *(Dollar Amount in words) (\$)*.

Based upon Applications for Payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The City shall make payment to the Contractor within 30 days after the City receives the Application for Payment. With each Application for Payment, the Contractor shall submit the most recent schedule of values, which allocates the Contract Price among the various portions of the Work. The Applications for Payments shall indicate the percentage of completion of each portion of the Work. Such Applications may include requests for payment on account of changes in the Work, but not yet included in Change Orders. Partial payment shall be due Contractor in the amount of 95.0% of the work in place.

Final payment, constituting the entire unpaid balance of the Contract Price, including Change Orders, shall be made by the City to the Contractor no later than 30 days after the Contractor has fully performed the Contract and has provided to the Owner a final Application for Payment.

4. Contract Documents: The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. Obligations And Liability Of The Contractor: The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether

or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes unless information regarding such condition(s) was known and not disclosed by the City prior to Contractor commencing its work.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of \$___n/a____ per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

6. Supervision Of Work: The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

7. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of New London Code of Ordinances. Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

Any of the above coverages written on a claims made form have an Extended Reporting Period of two years from the termination of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

The CITY requires that the aggregate limits be maintained by the CONTRACTOR as required. It is the responsibility of the CONTRACTOR or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

Renewal certificates must be furnished by the prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

Contractor shall agree to maintain in force during the contract the following minimum coverages and shall name the City of New London as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by City of New London.

- **8. Contract:** This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.
- **9. Funding and Fiscal Year Appropriations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.
- **10. Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

11. Obligations in Event of Termination:

- A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.
- B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.
- 12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.
- 13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."
- **14. Assignment by Contractor and Subcontracting:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall be subcontract any services without the prior written approval of the City.
- **15. Connecticut Law:** It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.
- **16. Venue:** In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut.
- 17. Waiver of Jury Trial: CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.
- 18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

- (b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such 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, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result

of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.
- B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.
- (b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.
- C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

- D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of

Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

- F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.
- **19. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- 20. Compliance with Laws and Indemnification of the City of New London: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the

Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

- 21. Waivers And Severability: All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- **22. Amendments:** No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.
- 23. Entire Agreement: The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.
- **Notice:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

| OWNER: | CONTRACTOR: | | | |
|---|---------------------------|--|--|--|
| | | | | |
| Michael Passero | | | | |
| Its Mayor | Its Duly Authorized Agent | | | |
| | | | | |
| Approved as to form: | | | | |
| | | | | |
| Jeffrey T. Londregan, Esq., Director of Law | | | | |
| Date Signed | | | | |



City of New London Finance Department 13 Masonic Street, New London, CT 06320 www.newlondonct.org

Vendor Registration Form

Please type or print your responses to the applicable items below. Your responses will assist in assuring that checks for payment are correctly issued.

Return form and a completed W-9 to imontague@newlondonct.org or address listed to left.

| 1. | Company Name Invoices must be submitted using the name in 1b | a. Corporate Name: | | | b. Issue Check | s to: | (pay to the order of) |
|-----|---|----------------------------------|-------------------|----------------------|-----------------------------|------------------|----------------------------|
| 2. | Mailing Address Purchase Orders will be sent to this address | Street / P.O. Box City | | State | | Email Zip + 4 | |
| 3. | Contact Person Contact for quotes, etc. | Contact Person | Contact Person | | Title | | |
| 4. | Contact Information Internet & Telephone | Telephone # EMail Address | Fax | | Toll Free Website Home Pag | ge | Cell Phone |
| 5. | Payment Address Where to send payments | Street Address | | | | | |
| | see section 1b above | City | | State | | Zip + 4 | |
| 6. | Corporate Headquarters If different from above | Street / P.O. Box | Street / P.O. Box | | | | |
| ade | dress, see section 1a above | City | | State | | Zip + 4 | |
| 7. | IRS required information: Only one is required | Federal Employer Identifica | tion Numb | er | Social Security Nur | mber | |
| | Only one is required | The purpose of | collecting | the FEIN/SSN is to o | comply with IRS regu | lations to | o file 1099 forms. |
| 8. | Type of Business: | Corporation | [| Sole Prop | rietor | Pa | artnership |
| 9. | State of CT Approved Vendor | If your company is on th number: | e current | State of Connecti | cut contract list ple | ease ent | er your contract |
| 1: | Does your company accept pu Is your company able to provi Is your company a sole source | de the goods and/or servi | ces prior | to receivingcheck | | | Y |
| | 3. Check which all that apply (if | | | · | • | | ı <u> </u> |
| | Locally-owned Business | Sustainable / Eco-friendly | у 🦳 М | inority-owned | Women-owned | A | lternative Corp. Structure |
| 1 | 4. Please provide a brief descript | ion of goods/services prov | vided: | | - | | |
| ΡI | agree that I will not provide goods ease note: orders and/or purchas uch orders/purchases may not be | es without a valid Purchas | | | | | |
| Agı | reed By: Printed Name | | Signat | ture | | Titl | le |

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

| | 1 | Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | | | | | | | |
|---|---|---|------------------------|--------------|-------------------|----------------|---|-------|--|--|
| | 2 | Business name/disregarded entity name, if different from above | | | | | | | | |
| Print or type. Specific Instructions on page 3. | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC | | | | | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) | | | |
| ype | [| Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne | rship) ▶ | | Exempt pay | ii) 5000 0x | | | | |
| Print or type c Instruction | | Note: Check the appropriate box in the line above for the tax classification of the single-member o LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sin is disregarded from the owner should check the appropriate box for the tax classification of its own | owner of s gle-memb | the LLC is | Exemption f | | A reportir | ng | | |
| ecifi | | Other (see instructions) ► | | | (Applies to accou | nts maintained | d outside the | U.S.) | | |
| Š | 5 | Address (number, street, and apt. or suite no.) See instructions. | Reques | ter's name a | and address (| ptional) | | | | |
| See | 6 | City, state, and ZIP code | | | | | | | | |
| | 7 | List account number(s) here (optional) | • | | | | | | | |
| Pai | ŧΙ | Taxpayer Identification Number (TIN) | | | | | | | | |
| | | ur TIN in the appropriate box. The TIN provided must match the name given on line 1 to av | | Social sec | curity numbe | r | | | | |
| reside | nt s, i | vithholding. For individuals, this is generally your social security number (SSN). However, alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other t is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> | | | | | | | | |
| Note | lf t | . he account is in more than one name, see the instructions for line 1. Also see What Name To Give the Requester for guidelines on whose number to enter. | and | Employer | identification | number | | | | |
| Par | t II | Certification | | | | | | | | |
| Unde | r pe | enalties of perjury, I certify that: | | | | | | | | |
| 2. I ar Se no | n n vic Ion | umber shown on this form is my correct taxpayer identification number (or I am waiting for ot subject to backup withholding because: (a) I am exempt from backup withholding, or (be (IRS) that I am subject to backup withholding as a result of a failure to report all interest ger subject to backup withholding; and |) I have | not been n | otified by th | e Interna | | | | |
| | | | | | | | | | | |

- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | quired to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. |
|--------------|-------------------------------|---|
| Sign Here | Signature of U.S. person ► | Date ▶ |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form W-9 (Rev. 10-2018) Page **2**

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

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Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) | THEN check the box for |
|--|--|
| Corporation | Corporation |
| Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single- member LLC |
| LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| Partnership | Partnership |
| Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

Page **4**

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

Form W-9 (Rev. 10-2018)

| IF the payment is for | THEN the payment is exempt for |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: | | | | | | |
|--|---|--|--|--|--|--|--|
| 1. Individual | The individual | | | | | | |
| Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ | | | | | | |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account | | | | | | |
| Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² | | | | | | |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ | | | | | | |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ | | | | | | |
| Sole proprietorship or disregarded entity owned by an individual | The owner ³ | | | | | | |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A)) | The grantor* | | | | | | |
| For this type of account: | Give name and EIN of: | | | | | | |
| Disregarded entity not owned by an individual | The owner | | | | | | |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ | | | | | | |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation | | | | | | |
| Association, club, religious, charitable, educational, or other tax- exempt organization | The organization | | | | | | |
| 12. Partnership or multi-member LLC | The partnership | | | | | | |
| 13. A broker or registered nominee | The broker or nominee | | | | | | |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





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.

2024-14 CONL: Sidewalk and Curb Replacement
Sec. 31-53b. Worker training requirements for 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 (h) 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 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who 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 five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(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, 2012, 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 the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, 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 or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on 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; P.A. 10-47, S. 2; P.A. 11-63, 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; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63 amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher training course student completion cards, and made technical changes, effective July 1, 2011.

2024-14 CONL: Sidewalk and Curb Replacement Sec. 31-55. Posting of wage rates by contractors doing state work. Every contractor or subcontractor performing work for the state subject to the provisions of section 31-53 or 31-54 shall post the prevailing wages as determined by the Labor Commissioner in prominent and easily accessible places at the site of work or at such place or places as are used to pay its employees their wages.

History: P.A. 97-263 incorporated changes to Secs. 31-53 and 31-54 by reference.

(Return to Chapter Table of Contents) (Return to (Return to List of Chapters) List of Titles)

Sec. 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, 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 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.

(P.A. 02-69, S. 1.)

CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

| Ι, | | of |
|---|--|---|
| Officer, Owner, Auth | orized Rep. | Company Name |
| 1.1.1. (1.4.4) | | |
| do hereby certify that the _ | | Company Name |
| <u>-</u> | | Company Ivame |
| | | Street |
| - | | City |
| and all of its subcontractors | s will pay all work | kers on the |
| | Project Name an | nd Number |
| | Street and City | у |
| the wages as listed in the so attached hereto). | hedule of prevail | ling rates required for such project (a copy of which i |
| | | Signed |
| Subscribed and sworn to be | efore me this | day of |
| | | |
| | | Notary Public |
| Return to: | . D | |
| | t Department of I orkplace Standard | |
| 200 Folly B | - | us Division |
| • | d, CT 06109 | |
| Rate Schedule Issued (De | ate): | |

Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

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

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

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

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

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

Elevator Constructors: Mechanics

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

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

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;
- (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;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

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

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

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

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

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

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

Information Bulletin Occupational Classifications

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

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. If unsure, the employer should seek guidelines for CTDOL.

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.

• <u>CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR</u> 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.

LABORER, CLEANING

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

DELIVERY PERSONNEL

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages <u>are not required</u>. 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 or 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 require 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 require equal composite workforce.

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.

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), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

PAINTERS

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

• LEAD PAINT REMOVAL

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

• PLUMBERS AND PIPEFITTERS

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

• POWER EQUIPMENT OPERATORS

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

ROOFERS

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition 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, facia, louvers, partitions, 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. 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. To include testing and air -balancing ancillary to installation and construction.

• 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

~How to pay truck drivers delivering asphalt is under <u>REVISION~</u>

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. *License required, drivers only, per Connecticut General Statutes.

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) 263-6790.

[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.

| n accordance with Connecticut General Statutes, 31-53 PAYROLL CERTIF Payrolls with a statement of compliance hall be submitted monthly to the contracting agency. | | | | | | | | ERTIFICATION FOR PUBLIC WORKS PROJECTS WEEKLY PAYROLL | | | | | | | Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109 | | | | | |
|---|--|--|---|---|---------|----------|----------|---|-------------|----------|---|---|------------------------------|------|---|----------------|---------------|-----------------------------|------------------------|--|
| CONTRACTOR NAME | RACTOR NAME AND ADDRESS: | | | | | | | | SUBCONTRACT | | WORKER'S COMPENSATION INSURANCE CARRIER | | | | | | | | | |
| PAYROLL NUMBER | L NUMBER Week-Ending PROJECT NAME & ADDRESS Date | | | | | | | | | | POLICY # EFFECTIVE EXPIRATION | | | | | | | | | |
| PERSON/WORKER, | APPR MALE/ | WORK | | | DA | AY AND I | DATE | | | Total ST | BASE HOURLY | TYPE OF | GROSS PAY | T | OTAL DEDU | CTIONS | | GROSS PAY FOR | | |
| ADDRESS and SECTION | RATE FEMALE % AND RACE* | CLASSIFICATION Trade License Type & Number - OSHA | S | M | Т | W | TH | F | S | Hours | RATE TOTAL FRINGE BENEFIT PLAN | FRINGE BENEFITS Per Hour 1 through 6 | FOR ALL WORK PERFORMED | FICA | FEDERAL WITH- | STATE WITH- | LIST OTHER | THIS PREVAILING RATE JOB | CHECK # AND NET PAY | |
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| 12/9/2013 WWS-CP1 | *IF REQ | JIRED | | | | | | | | | *SEE REVERSE | SIDE | | | | | P | AGE NUMBER | OF | |

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: | | | | | | |
|--|--|--|--|--|--|--|
| Medical or hospital care | | | | | | |
| 2) Pension or retirement | 5) Vacation, holiday | | | | | |
| 3) Life Insurance | 6) Other (please specify) | | | | | |
| CERTIFIED ST | ATEMENT 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: | | | | | | |
| | we been paid the full weekly wages earned by them during eneral Statutes, section 31-53, as amended. Further, I | | | | | |
| a) The records submitted are true ar | nd accurate; | | | | | |
| contributions paid or payable on bel defined in Connecticut General State of wages and the amount of paymen person to any employee welfare fun- | nechanic, laborer or workman and the amount of payment or half of each such person to any employee welfare fund, as tutes, section 31-53 (h), are not less than the prevailing rate at or contributions paid or payable on behalf of each such d, as determined by the Labor Commissioner pursuant to tutes, section 31-53 (d), and said wages and benefits are not equired by contract; | | | | | |
| | n all of the provisions in Connecticut General Statutes, applicable for state highway construction); | | | | | |
| | a worker's compensation insurance policy for the duration of erage has been provided to the contracting agency; | | | | | |
| gift, gratuity, thing of value, or com indirectly, to any prime contractor, p employee for the purpose of improp | ickbacks, which means any money, fee, commission, credit, pensation of any kind which is provided directly or prime contractor employee, subcontractor, or subcontractor erly obtaining or rewarding favorable treatment in in connection with a prime contractor in connection with a intractor; and | | | | | |
| | a certified payroll which he knows to be false is a class D be fined up to five thousand dollars, imprisoned for up to | | | | | |
| | opy of the construction safety course, program or tified payroll required to be submitted to the contracting risons name first appears. | | | | | |
| (Signature) | (Title) Submitted on (Date) | | | | | |

| Weekly Payroll Certification For Public Works Projects (Continued) | | | | | | PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS WEEKLY PAYROLL | | | | | | | | | | | Week-Ending Date: Contractor or Subcontractor Business Name: | | | |
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| DDRESS and SECTION | % | AND | CLASSIFICATION | 5 | . 1 | • | " | 111 | • | 9 | riours | KATE | BENEFITS | | Ì | LDLKAL | STATE | | RATE JOB | NET PAY |
| | , , | RACE* | Trade License Type | | | | | | | | | TOTAL FRINGE | Per Hour | THIS WEEK | | | | LIST | icti230D | |
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| | | | 10 Certification Number | | HC | URS WO | ORKED I | EACH DA | Y | 1 | O/T Hour | CASH | (see back) | | | HOLDING | | OTTLER | | |
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| | | *IF REQU | IRED | | | | | | | | | | | 1 | | | | | I | · |
| 9/2013 | | ii kt.QU | ******* | | | | | | | | | | | | | | | | | |
| S-CP2 | | | NOTICE: T | THE DA | CE MI | CT DE | ACCON | AD A NITE | D DV A | COVE | D DACE | (FORM # WWS- | CDO | | | | | PAC | E NUMBER (|)F |

[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.

| In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency. PAYROLL CERTIFICATION FOR PUBLIC WEEKLY PAY | | | | | | | | | | | Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109 | | | | | | | | | |
|---|-----------------------|---------------|--|----|----|-------|----------|----------------|--|-----|---|------------------------|---------------------|------------------|-------|-------------------------|---------|-----------|-----------------------------|------------|
| CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472 | | | | | | | | | XYZ Corporation 2 Main Street Xention CT 063 | | WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 | | | | | | | | | |
| AYROLL NUMBER | Week- Da 9/26/0 | ate | PROJECT NAME & DOT 105-296, Rou | | SS | | | | | | | Yantic, CT 06389 | | | | EFFECTIVE EXPIRATION | | | | |
| PERSON/WORKER, | APPR | MALE/ | WORK | | | D | AY AND I | DATE | | | Total ST | BASE HOURLY | TYPE OF | GROSS PAY | T | OTAL DEDUC | CTIONS | | GROSS PAY FOR | |
| ADDRESS and SECTION | RATE | FEMALE AND | CLASSIFICATION | S | M | T | W | TH | F | S | Hours | RATE | FRINGE BENEFITS | FOR ALL WORK | | FEDERAL | STATE | | THIS PREVAILING RATE JOB | CHECK # AN |
| | | RACE* | Trade License Type & Number - OSHA 10 Certification Number | 20 | 21 | 22 | 23 | 24 EACH DAY | 25 | 26 | TOTAL FRINGE Per Hour PERFORMEI BENEFIT PLAN 1 through 6 THIS WEEK | PERFORMED THIS WEEK | FICA | WITH- HOLDING | WITH- | LIST OTHER | | | | |
| | | | 10 Certification Number | _ | _ | HOURS | VORKED! | I | _ | Т — | O/T Hour | | 1. \$ 5.80 | | | HOLDING | HOLDING | | | |
| 81 Maple Street E-1 123 Willimantic, CT 06226 Owner | | M/C | Electrical Lineman E-1 1234567 | | 8 | 8 | 8 | 8 | 8 | | S-TIME 40 | § 30.75 Base Rate | 2. \$ 3. \$ 2.01 | \$1,582.80 | | | | P-xxxx | \$1,582.80 | #123 |
| | OSHA 123456 | | | | | | | | O-TIME | | 4. \$ 5. \$ | | | | | | | \$ xxx.xx | | |
| | 65% | M/B | Electrical Apprentice | | 8 | 8 | 8 | 8 | 8 | | S-TIME | | 1. \$ | \$1,464.80 | xx.xx | xxx.xx | xx.xx | G-xxx | \$1,464.80 | #124 |
| 212 Elm Street Norwich, CT 06360 | | | OSHA 234567 | | | | | | | | 40 O-TIME | Base Rate | 3. \$ 4. \$ | | | | | | | \$xxx.xx |
| | | | | | | | | | | | | § 16.63 Cash Fringe | 5. \$ 6. \$ | | | | | | | |
| Franklin T. Smith 234 Washington Rd. | | м/н | Project Manager | | | 8 | | | | | S-TIME | s | 1. \$ 2. \$ | \$1,500.00 | xx.xx | xx.xx | xx.xx | M-xx.x | | #125 |
| New London, CT 06320 | | | | | | | | | | | 8 O-TIME | Base Rate | 3. \$ 4. \$ | | | | | | | xxx.xx |
| SECTION B | | | | | | | | | | | | \$ Cash Fringe | 5. \$ 6. \$ | | | | | | 7 1° | |
| | | | | | , | | | | | | S-TIME | \$ | 1. \$ | | | | | | | |
| | | | | | | | | | | | O-TIME | | 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: | |
|--|---|
| Medical or hospital care Blue Cross | 4) Disability |
| 2) Pension or retirement | 5) Vacation, holiday |
| 3) Life Insurance Utopia | 6) Other (please specify) |
| CERTIFIED STATEM | MENT OF COMPLIANCE |
| For the week ending date of 9/26/09 | |
| I, Robert Craft of XYZ Corp | oration , (hereafter known as |
| Employer) in my capacity as Owner | (title) do hereby certify and state: |
| the week in accordance with Connecticut General hereby certify and state the following: a) The records submitted are true and according to the control of t | irate; ic, laborer or workman and the amount of payment or |
| defined in Connecticut General Statutes, of wages and the amount of payment or co employee to any employee welfare fund, a | each such employee to any employee welfare fund, as section 31-53 (h), are not less than the prevailing rate ntributions paid or payable on behalf of each such s determined by the Labor Commissioner pursuant to ection 31-53 (d), and said wages and benefits are not l by contract; |
| c) The Employer has complied with all of section 31-53 (and Section 31-54 if application 31-5 | the provisions in Connecticut General Statutes, able for state highway construction); |
| | s covered by a worker's compensation insurance which proof of coverage has been provided to the |
| gift, gratuity, thing of value, or compensat indirectly, to any prime contractor, prime employee for the purpose of improperly of | ks, which means any money, fee, commission, credit, ion of any kind which is provided directly or contractor employee, subcontractor, or subcontractor otaining or rewarding favorable treatment in nection with a prime contractor in connection with a r; and |
| | fied payroll which he knows to be false is a class D and up to five thousand dollars, imprisoned for up to |
| agency for this project on which such employe | payroll required to be submitted to the contracting be's name first appears. |
| Robert Craft ow (Signature) (Ti | $\frac{10/2/09}{\text{Submitted on (Date)}}$ |
| | nents for reporting purposes only, all employees this project are not covered under the prevailing eral Statutes Section 31-53. |
| (Signature) (Ti | Submitted on (Date) |

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

THIS IS A PUBLIC DOCUMENT

DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Minimum Rates and Classifications for Heavy/Highway Construction

ID#: 24-59460

Connecticut Department of Labor Wage and Workplace Standards

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

Project Number: 2024-14 CONL Project Town: New London

State#: FAP#:

Project: Sidewalk and Curb Replacement

| CLASSIFICATION | Hourly Rate | Benefits |
|---|-------------|----------|
| 1) Boilermaker | 46.21 | 29.35 |
| 1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons | 41.63 | 34.50 |
| 2) Carpenters, Piledrivermen | 37.61 | 27.61 |
| 2a) Diver Tenders | 37.61 | 27.61 |
| 3) Divers | 46.07 | 27.61 |
| 03a) Millwrights | 40.56 | 28.87 |
| 4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray | 56.25 | 25.15 |
| 4a) Painters: Brush and Roller | 37.62 | 24.55 |
| 4b) Painters: Spray Only | 40.62 | 24.55 |

As of: March 14, 2024

| 4c) Painters: Steel Only | 39.62 | 24.55 |
|--|-------|------------------------|
| 4d) Painters: Blast and Spray | 40.62 | 24.55 |
| 4e) Painters: Tanks, Tower and Swing | 39.62 | 24.55 |
| 4f) Elevated Tanks (60 feet and above) | 46.62 | 24.55 |
| 5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) | 42.6 | 33.21+3% of gross wage |
| 6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection | 42.37 | 40.02 + a |
| 7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) | 48.28 | 35.50 |
| LABORERS | | |
| 8) Group 1: General Laborers and concrete specialist | 33.5 | 25.59 |
| 8) Group 1a: Acetylene Burners (Hours worked with a torch) | 34.5 | 25.59 |
| 9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen | 33.75 | 25.59 |
| 10) Group 3: Pipelayers | 34.0 | 25.59 |
| 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 | 34.0 | 25.59 |

As of: March 14, 2024

| 12) Group 5: Toxic waste removal (non-mechanical systems) | 35.5 | 25.59 |
|---|-------|-----------|
| 13) Group 6: Blasters | 35.25 | 25.59 |
| Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe) | 36.5 | 25.59 |
| Group 8: Traffic control signalmen | 20.1 | 25.59 |
| Group 9: Hydraulic Drills | 34.25 | 25.59 |
| Group 10: Toxic Waste Removers A or B With PPE | 36.5 | 25.59 |
| 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 | 35.73 | 25.59 + a |
| 13b) Brakemen, Trackmen, Miners' Helpers and all other men | 34.76 | 25.59 + a |
| CLEANING, CONCRETE AND CAULKING TUNNEL | | |
| 14) Concrete Workers, Form Movers, and Strippers | 34.76 | 25.59 + a |
| 15) Form Erectors | 35.09 | 25.59 + a |
| ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE | | |

As of: March 14, 2024

AIR:----

| 16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers 2024 14 Conl.: Sidewalk and Curb Replacement 25.59 + a | | | |
|--|-------|-----------|--|
| 17) Laborers Topside, Cage Tenders, Bellman | 34.65 | 25.59 + a | |
| 18) Miners | 35.73 | 25.59 + a | |
| TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: | | | |
| 18a) Blaster | 42.22 | 25.59 + a | |
| 19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders | 42.02 | 25.59 + a | |
| 20) Change House Attendants, Powder Watchmen, Top on Iron Bolts | 40.04 | 25.59 + a | |
| 21) Mucking Machine Operator, Grout Boss, Track Boss | 42.81 | 25.59 + a | |
| TRUCK DRIVERS(*see note below) | | | |
| Two Axle Trucks, Helpers | 32.16 | 30.51 + a | |
| Three Axle Trucks; Two Axle Ready Mix | 32.27 | 30.51 + a | |
| Three Axle Ready Mix | 32.33 | 30.51 + a | |
| Four Axle Trucks | 32.39 | 30.51 + a | |
| Four Axle Ready-Mix | 32.44 | 30.51 + a | |

As of:

March 14, 2024

| Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids) | 32.44 | 30.51 + a |
|--|-------|-----------|
| Heavy Duty Trailer (up to 40 tons) | 33.39 | 30.51 + a |
| Snorkle Truck | 32.54 | 30.51 + a |
| POWER EQUIPMENT OPERATORS | | |
| Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required) | 52.78 | 27.80 + a |
| Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over. | 48.37 | 27.80 + a |
| Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required) | 52.41 | 27.80 + a |
| Group 2a: Cranes (under 100 ton rated capacity). | 51.51 | 27.80 + a |
| Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer). | 48.0 | 27.80 + a |
| Group 3: Excavator; 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) | 47.1 | 27.80 + a |
| Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper). | 46.64 | 27.80 + a |
| Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; | 45.92 | 27.80 + a |

| Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. | 45.92 | 27.80 + a |
|---|-------|-----------|
| Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). | 45.55 | 27.80 + a |
| Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel) | 45.14 | 27.80 + a |
| Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. | 44.67 | 27.80 + 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), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater). | 44.14 | 27.80 + a |
| Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. | 41.69 | 27.80 + a |
| Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. | 41.69 | 27.80 + a |
| Group 12: Wellpoint Operator. | 41.61 | 27.80 + a |
| Group 13: Compressor Battery Operator. | 40.92 | 27.80 + a |
| Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). | 39.54 | 27.80 + a |

| Group 15: Generator Operator; Compressor Operator; Pump Operator; Sidewalk & Welding Machine Operator; Heater Operator. | and Cur Repl | _{acement} 27.80 + a |
|---|--------------|------------------------------|
| Group 16: Maintenance Engineer. | 38.28 | 27.80 + a |
| Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator. | 43.46 | 27.80 + a |
| Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). | 40.54 | 27.80 + a |
| **NOTE: SEE BELOW | | |
| LINE CONSTRUCTION(Railroad Construction and Maintenance) | | |
| 20) Lineman, Cable Splicer, Technician | 48.36 | 16.92 |
| 21) Heavy Equipment Operator | 42.26 | 6.5% + 19.88 |
| 22) Equipment Operator, Tractor Trailer Driver, Material Men | 40.96 | 6.5% + 19.21 |
| 23) Driver Groundmen | 26.5 | 6.5% + 9.00 |
| 23a) Truck Driver | 40.96 | 6.5% + 17.76 |
| LINE CONSTRUCTION | | |
| 24) Driver Groundmen | 30.92 | 6.5% + 9.70 |
| 25) Groundmen | 22.67 | 6.5% + 6.20 |

As of:

March 14, 2024

26) Heavy Equipment Operators

37.1

6.5% + 10.70

27) Linemen, Cable Splicers, Dynamite Men

41.22

6.5% + 12.20

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

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

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

Crane with 150 ft. boom (including jib) - \$1.50 extra Crane with 200 ft. boom (including jib) - \$2.50 extra

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

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

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

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

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson 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. For those without internet access, please contact the division listed below.

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

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

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

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

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

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

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

~~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.

CITY OF NEW LONDON, CT PUBLIC WORKS DEPARTMENT

GENERAL CONDITIONS AND SPECIFICATIONS

RFP 2024-14 CONL - SIDEWALK AND CURB REPLACEMENT

1.0 <u>INTRODUCTION</u>

- 1.1 The City of New London Public Works Department is requesting bids from qualified contractors in good standing for sidewalk and curb replacement in the City of New London.
- 1.2 Contractors are required to comply with the instructions contained within these General Conditions and Specifications and to provide information where requested.

2.0 **KEY EVENT DATES**

2.1 Request for Bids Advertised March 20, 2024

2.2 Questions Due by March 28, 2024 by 12:00 P.M.

2.3 Bid Opening April 4, 2024
Purchasing Department, 13 Masonic Street

3.0 <u>BID FORMS AND SUBMISSION INSTRUCTIONS</u>

- 3.1 Ditto marks are not considered writing; shall not be used; and can be reason for non-acceptance of a bid.
- 3.2 All bids must be submitted in a sealed envelope, clearly marked "2024-14 CONL: SIDEWALK AND CURB REPLACEMENT" and received in the Purchasing Department office by the time of the bid opening defined in section 2.3 above. Bids, corrections and/or modifications received after the time City officials open the first bid, will not be accepted.
- 3.3 The bid form must be signed by an authorized agent of the submitting company.
- 3.4 All information submitted, must be in ink or typewritten. Mistakes may be crossed out and corrections inserted. The person signing the bid form must initial such corrections.
- 3.5 At the time of bid form submission, Contractors shall be presumed to have read, and be thoroughly familiar with all specifications in this document. Failure of any Contractor to receive or examine any form, instruction or document, shall not relieve any Contractor from obligations with respect to their bid.
- 3.6 The specifications listed are to be interpreted as meaning those acceptable to the City of New London. Substitutions that are "an approved equal," will be considered.
- 3.7 The completed bid package shall be in conformance with all other requirements as stated herein.

4.0 **MISCELLANEOUS**

- 4.1 The City of New London is exempt from Connecticut Sales and Use Taxes and Federal Excise Taxes. Contractors shall avail themselves of these exemptions.
- 4.2 The City of New London reserves the right to accept any, all or any part of bids, to waive any informalities, to take into account the residency and business location of bidders within the City of New London, and to award the bid deemed by the City of New London to be in its best interest. The lowest price shall not be the sole determining factor when awarding the contract for the proposed work.

- 4.3 The bid price(s) on the submitted bid form shall be held firm from the date of submission through December 31, 2024.
- 4.4 Completion shall be determined by the City of New London, through an authorized representative.
- 4.5 Successful Contractor shall obtain all Local, State and Federal permits, as deemed necessary.
- 4.6 General questions concerning these General Conditions and Specifications shall be directed to the below:

Joshua Montague Accounting/Purchasing Agent <u>jmontague@newlondonct.org</u>

5.0 **SPECIFICATIONS**

5.1 **General**

Approximated Quantities

The quantities listed in the bid proposal are estimated and are for comparison bidding purposes only. They are in no way warranted to be the actual quantity of work to be completed.

Public Safety

The Contractor shall furnish and install barricades, warning tape, or other acceptable material to clearly demarcate and protect any excavated areas.

Disposal of Surplus Material

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

Work on State Roads

The Contractor may be required to perform work under this project on State-owned roads. When work is scheduled within State of Connecticut right-of-way, the Contractor will be required to take out an "Encroachment Permit" with the Connecticut Department of Transportation. The permit fees will be reimbursed by the City of New London with no additional markup.

This Bid Specification pertains to the Contractor's requirements. The Contractor shall furnish all labor, material and equipment to perform the work.

5.2 **Scope and Description**

The work shall consist of the removal and restoration of damaged sidewalks and stone curbing throughout City of New London as requested by the Director of Public Works.

5.3 Site Preparation/Site Removals

Work under this section shall include, but not limited to the following:

- 1. Setting soil erosion controls around sloped areas and near access road and providing barriers in the construction site to prevent public access.
- 2. Removal of damaged sidewalk panels and curbing as requested.
- 3. Prep area for new sidewalk panels.
- 4. Dispose of waste materials.

Contact "Call Before You Dig" (800-922-4455) prior to commencing demolition.

The Contractor shall furnish signs, lights, barricades and other equipment as necessary for the safe operation of their work. All construction staging shall be removed upon completion of the project.

The Contractor shall be responsible for and damages to structures and facilities that are to remain. The Contractor shall repair any damages to the satisfaction of the City of New London at no additional cost.

The Contractor shall clean up and remove debris resulting from demolitions as the work progresses. Debris shall become the property of the Contractor who is responsible for proper disposal. No demolition material shall be left on the site after the completion of the project.

5.4 Granular Fill

Description

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

Materials

Granular fill shall conform to the requirements of Section M.02.01 of Form 817.

Construction Details

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

Measurement

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

Payment

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

Pay Item Granular Fill Pay Unit Cubic Yard

5.5 **Processed Aggregate Base**

Description

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

Materials

Processed Aggregate Base shall conform to Section M.05.01 of Form 817.

Construction Details

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

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

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

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

Measurement

Processed Aggregate Base shall not be measured for payment. Its costs shall be included in the bid prices for the items which includes this material.

5.6 <u>Bituminous Concrete Pavement Repair</u>

The work under this section shall include temporary and permanent pavement repairs in accordance with the City of New London Standards. (See attached drawings.)

Description

"Permanent Pavement Repair" shall consist of the constructing a full depth pavement repair in an existing roadway of the classification specified where shown on the Plan or where directed by the Engineer. The surface course pavement structure shall consist of bituminous concrete constructed on a prepared stabilized base and in accordance with lines, grades as shown on the Plans, or as directed by the Engineer. It shall also include all excavation, furnishing, installing and compacting of processed aggregate base, sawcutting the existing pavement as required around granite curbing to reset or install new granite curbing and to make grades work for the installation of new concrete driveway aprons to match existing driveway and road pavement and any pavement surrounding these structures.

"Temporary Pavement Repair" shall consist of the constructing a pavement repair in an existing roadway of the classification specified for temporarily repairing all pavement cuts and other pavement areas specified by the Engineer. The surface course pavement structure shall consist of bituminous concrete constructed on a prepared stabilized base and in accordance with lines, grades as shown on the Plans, or as directed by the Engineer. It shall also include all excavation, furnishing, installing and compacting of processed aggregate base, sawcutting the existing pavement as required around granite curbing to reset or install new granite curbing and to make grades work for the installation of new concrete driveway aprons to match existing driveway and road pavement and any pavement surrounding these structures.

Materials

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

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

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

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

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

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

Construction Details

<u>Transportation of Mixtures</u>: The mixture shall be transported from the paving plant in trucks having tight bodies, which have previously been cleaned of all foreign material. The use of kerosene, gasoline, fuel or similar products for the coating of the inside of truck bodies is strictly prohibited. Such coatings may consist of soapy water or commercial oil emulsions (also known as soluble oils) in the proportion of one (1) part oil to six (6) parts water. When such coatings are applied, truck bodies shall be raised immediately prior to loading to remove any excess coating material. Loaded trucks shall be covered with waterproof canvas or other suitable covers.

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

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

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

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

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

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

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

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

concrete shall be placed evenly and uniformly to a minimum compacted thickness of six (6) inches. The maximum thickness to be placed per course shall be two (2) inches. Immediately before placing the mixture, the road surface shall be cleaned by brooming or as otherwise directed by the Engineer.

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

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

<u>Compaction</u>: After spreading and when sufficient set has developed to permit proper compaction, each course shall be compacted by rolling, consisting of initial or breakdown rolling, intermediate rolling and final or finish rolling. Initial rolling shall be performed with a power-driven steel wheel tandem or three-wheel rollers weighing not less than ten (10) tons.

Intermediate rolling shall be done by a power-driven steel wheel tandem roller. Final rolling shall be done with a self-propelled pneumatic tire roller equipped with Wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 pounds per square inch uniformly over the surface, adjusting ballast and tire inflation pressure as required. The Contractor shall furnish evidence regarding tire size, pressure and loading to confirm that the proper contact pressure is being developed and that the loading and contact pressure are uniform for all wheels.

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

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

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

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

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

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

Before new material is laid, a thin coating of hot asphalt shall be applied to the vertical face of the cut pavement.

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

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

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

Measurement

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

"Temporary Pavement Repair" of the type specified will be measured for payment by the actual number of square yards of bituminous concrete pavement repair installed and accepted in accordance with pay limits identified in the associated details on the Contract Plans. Asphalt emulsion tack coat, formation and compaction of subgrade, installation and compaction of processed aggregate base, and sawcutting the existing pavement shall not be measured for payment; these costs shall be considered as included in the unit price bid for "Temporary Pavement Repair" of the type specified.

Due to existing pavement conditions in some areas, the Engineer may direct the Contractor to construct wider pavement repairs to provide suitable joints between new and existing pavement, which shall be measured and paid for in accordance with this Specification.

Payment

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

The work will be paid for at the contract unit price per square yard for "Temporary Pavement Repair" of the type specified complete and in place, to the pay limits and dimensions as shown on the plans and details, including all material, labor, tools and equipment incidental to the completion of the work and resetting of all granite curbing (as needed) and utility structures including any pavement around the structures. It shall include all asphalt emulsion tack coat, formation and compaction of subgrade, installation and compaction of processed aggregate base, and sawcutting the existing pavement.

Due to existing pavement conditions in some areas, the Engineer may direct the Contractor to construct wider pavement repairs to provide suitable joints between new and existing pavement, which shall be measured and paid for in accordance with this Specification.

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Pay Item

Permanent Pavement Repair (Local Road) Permanent Pavement Repair (Collector Road) Permanent Pavement Repair (Arterial Road) Pay Unit
Square Yard
Square Yard
Square Yard

5.7 Reinforced Concrete Sidewalk and Reinforced Concrete Sidewalk Ramps and Aprons

The work under this section shall include installation of processed aggregate base and compact. Install forms for sidewalks and install replacement concrete sidewalk panels and ramps in accordance with City Standards. (See attached drawings.)

Description

"Reinforced Concrete Sidewalk" (5"thick) includes the construction of concrete sidewalk reinforced with welded wire fabric on a prepared processed aggregate base course in conformance with the lines, grades, dimensions and details as shown on the Plans, or as directed by the Engineer. It shall also include the saw cutting, removal and disposal of existing sidewalk, steps, ramps or pavement within the excavation limits for "Reinforced Concrete Sidewalk".

"Reinforced Concrete Sidewalk and Curb Monolithic" (5"thick) includes the construction of concrete curb and sidewalk, monolithically poured, reinforced with welded wire fabric on a prepared processed aggregate base course in conformance with the lines, grades, dimensions and details as shown on the Plans, or as directed by the Engineer. It shall also include the sawcutting, removal and disposal of existing sidewalk, steps, ramps or pavement within the excavation limits for "Reinforced Concrete Sidewalk and Curb Monolithic".

"Reinforced Concrete Sidewalk Ramp" (5" thick) includes the construction of a concrete ramp reinforced with welded wire fabric on a prepared processed aggregate base course in conformance with the lines, grades, dimensions and details as shown on the Plans, or as directed by the Engineer. It shall also include the sawcutting, removal and disposal of existing sidewalk, steps, ramps or pavement within the excavation limits and installation of detectable warning tiles for "Reinforced Concrete Sidewalk Ramp".

"Reinforced Concrete Aprons" includes the construction of driveways aprons Residential (6" thick) or Commercial (8" thick) Class C (3000 psi) concrete. Reinforced with welded wire fabric on a prepared aggregate base course in conformance with the lines, grades, dimensions and details shown on plans or as directed by the Engineer. It shall also include saw cutting, removal and disposal of existing apron or pavement within the excavation limits for "Reinforced Concrete Aprons."

Materials

1. Concrete

- a. The concrete furnished shall conform in respects to composition, transportation, mixing and placing to Class "C" Concrete (3,000 PSI) as specified in Section M.03 of Form 817 or as modified herein.
- b. Test concrete in accordance with AASHTO or ASTM Standard Test Methods as listed herein.
- c. All concrete mixes shall include air entraining and water reducing admixtures and as needed, a retarder or accelerator. All admixtures must be on the Connecticut DOT approved list.
- d. Entrained air contents shall be maintained as follows:

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

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A range of $\pm 1.5\%$ from the required average is permissible for field tests. Slump at the point of placement shall be 4" + 1".

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

2. Reinforcing

- a. Welded Wire Mesh: WWM shall be used in all driveways and sidewalk locations. The WWM shall be 6" x 6" and conform to the latest AASHTO M 55M/M 55 "Standard Specifications for Welded Steel Wire Fabric for Concrete Reinforcement."
 - Written requests may be made to substitute synthetic fibers such as Fibermesh or approved equal for welded wire mesh with written approval of the Engineer. The addition rate shall be 1.5 lb/cu yard.
- b. Smooth Metal Dowels: Smooth metal dowels shall be ½" in diameter and 18 inches in length. All metal dowels shall conform to the requirements of AASHTO M31-92, Grade 60.
- c. Deformed Bars: Deformed bars shall conform to AASHTO M31-92, Grade 60.
- d. Bond breaker shall be Reed Wax #100 Emulsion as manufactured by Roger A. Reed, Inc., Reading, MA (1-781-944-4640) or approved equal.

3. Construction/Isolation Joint Material

Joint material shall be one-half (1/2) inch in thickness, equal in width to the slab thickness and conform to AASHTO M33, Asphaltic Expansion Joint Materials.

4. Forms

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

5. Curing Materials

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

6. Processed Aggregate Base

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

7. Granite Stone Transition Curbing

Granite stone transition curbing and associated concrete and mortar shall conform to the requirements of "Granite Stone Curbing" elsewhere in these Specifications.

8. <u>Detectable Warning Tiles</u>

Prefabricated detectable warning tiles will be furnished by the Contractor.

Construction Details

1. Excavation

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

2. Processed Aggregate Base

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

3. Forms

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

4. Joints

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

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

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

- b. <u>Control Joints</u>: Follow joint spacing as shown on the drawings. At intervals of approximately fifteen (15) feet, a full control joint shall be provided. A tooled joint, to the depth of 3/8 of an inch, shall be installed at approximately five (5) foot intervals along the sidewalk. The resulting areas should be as square as practical. All joints shall be installed using straight guides set at right angles to the longitudinal direction of the walk.
- c. <u>Isolation Joints</u> will be installed wherever concrete is placed against already installed concrete of structures such a curbing, building, or other, previously existing paving.

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

5. Concrete Placement and Finishing

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

6. Reinforcing

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

7. <u>Detectable Warning Tile</u>

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

8. Special Conditions

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

9. Curb Transitions

Curb transitions shall be provided when sidewalk ramps are adjacent to existing and proposed curb. Granite stone curb transitions shall be provided adjacent to granite curb and concrete curb transitions shall be provided adjacent to concrete curb and bituminous concrete curb unless approved otherwise by the Engineer.

10. Backfilling and Removal of Surplus Material

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

11. Protection

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

12. Utility Adjustments

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

13. <u>Signs</u>

Unless otherwise shown on the Plan or directed by the Engineer, the Contractor shall remove existing signs located within the limits of the sidewalk or ramp construction, erect them on temporary support posts during the construction of new sidewalk or ramp, and reinstall them at their original location set flush to the grade of the new sidewalk.

Measurement

- "Reinforced Concrete Sidewalk" will be measured by the actual number of square feet of completed and accepted reinforced concrete sidewalk 5" thick.
- "Reinforced Concrete Sidewalk and Curb Monolithic" will be measured by the actual number of square feet of completed and accepted reinforced concrete sidewalk 5" thick measured from face of curb to back of walk.
- "Reinforced Concrete Sidewalk Ramps" will be measured by the actual number of square feet of completed and accepted reinforced sidewalk concrete ramps 5"thick.

The following items will not be measured separately for payment, but shall be considered as included in the unit price bid for "Reinforced Concrete Sidewalk", "Reinforced Concrete Sidewalk and Curb Monolithic" or "Reinforced Concrete Sidewalk Ramp" 5" thick:

- 1. Excavation and backfill;
- 2. Furnishing and installing processed aggregate base;
- 3. Forming and compacting of subgrade;
- 4. Expansion joint material, dowels and other reinforcement;
- 5. Sawcutting and removal of existing sidewalks, ramps and/or bituminous concrete pavement within the limits of the new sidewalk or ramp;
 - 6. Installing Contractor-furnished detectable warning tiles;
 - 7. Installing curb transitions;
 - 8. Adjustment of existing valve boxes, utility boxes, or handholes to grade;
 - 9. Removing, temporarily erecting and re-installing existing signs within the limits of new sidewalk or ramps;
 - 10. Cast-in-place concrete curbing associated with sidewalk ramps.

Payment

This work will be paid for at the contract unit price per square foot for "Reinforced Concrete Sidewalk", "Reinforced Concrete Sidewalk and Curb Monolithic" or "Reinforced Concrete Sidewalk Ramp", 5" thick, complete in place, which prices shall include all excavation; formation of subgrade; sawcutting, removal and disposal of existing sidewalk, ramps and pavement; processed aggregate base; concrete curb transitions; backfill, reinforcement, expansion joints, curing, disposal of surplus material, installation of detectable warning tiles, relocation and temporary support of existing signs, equipment, tools, materials and labor incidental thereto.

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

| Pay Item | Pay Unit |
|--|-------------|
| 5" Thk. Reinforced Concrete Sidewalk | Square Foot |
| 5" Thk. Reinforced Concrete Sidewalk and Curb Monolithic | Square Foot |
| 5" Thk. Reinforced Concrete Sidewalk Ramp | Square Foot |

5.8 Reinforced Concrete Driveway Apron

The work under this section shall consist of installation of processed aggregate base and compact. Install forms for driveway apron and install replacement reinforced concrete driveway apron in accordance with City Standards. (See attached drawings.)

Description

"(Size) Reinforced Concrete Driveway Apron" includes the construction of concrete driveway aprons on a prepared processed aggregate base in the locations and to the dimensions and details shown on the Plans, as directed by the Engineer, and in accordance with these Specifications.

Materials

Portland cement, fine and coarse aggregate, air-entraining admixtures and water shall conform to the requirements of Section M.03.01 of Form 817 for Class "C" Concrete.

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

Reinforcement shall conform to the requirements of Section M.06.01 of Form 817 for concrete pavement.

Granite stone transition curbing and associated concrete and mortar shall conform to the requirements of "Granite Stone Curbing" elsewhere in these Specifications.

Construction Details

Construction methods shall conform to the requirement of the Item, "Reinforced Concrete Sidewalk and Reinforced Concrete Sidewalk Ramps". The surface shall be finished and marked off as directed. The driveway aprons shall be reinforced as indicated on the Plans. They driveways and roadways shall be adjusted to match the grade of the new concrete driveway apron. The concrete shall contain not less than five (5) nor more the seven (7) percent entrained air at the time the concrete is deposited in the forms.

The Contractor shall sawcut the existing pavement and excavate as necessary to perform the work under this item as shown on the Plans.

Curb transitions shall be provided when concrete driveway aprons are adjacent to existing and proposed curb. Granite stone curb transitions shall be provided adjacent to granite curbing and concrete curbing transitions shall be provided adjacent to concrete curbing and bituminous concrete curbing unless approved otherwise by the Engineer.

Measurement

[&]quot;(Size) Reinforced Concrete Driveway Apron" will be measured for payment by the actual number of square feet of completed and accepted concrete driveway apron.

The following items will not be measured separately for payment, but shall be considered as included in the unit price bid for "Reinforced Concrete Driveway Apron":

- 1. Excavation
- 2. Sawcutting of existing concrete or bituminous surface
- 3. Processed Aggregate Base
- 4. Curb transitions
- 5. Dowels and other reinforcement
- 6. Removal of existing damaged driveway apron, existing driveway or roadway transition sections within the driveway excavation limits to make the grade match the new concrete apron.

Payment

This work will be paid for at the contract unit price per square foot for "(Size) Concrete Driveway Apron" of the type specified, complete in place, which price shall include excavation, sawcutting, removal and disposal of existing driveway, existing driveway or road transitions, granite stone or concrete curb transitions, formation of subgrade and all materials, equipment, tools and labor incidental thereto.

| Pay Item | Pay Unit |
|--|-------------|
| 6" Thk. Reinforced Concrete Driveway Apron (Residential) | Square Foot |
| 8" Thk. Reinforced Concrete Driveway Apron (Commercial) | Square Foot |

5.9 **Granite Curbing**

The work under this section shall consist of new or reset granite curbing, installation of processed aggregate base, backing curbing with concrete 6" reveal or match existing curbing height in accordance with City Standards. (See attached drawings).

Description

"Granite Stone Curbing" and "Radius Granite Stone Curbing" includes the furnishing and installing of straight or curved granite stone curb on a prepared base at the location and to the details shown on the Plans or as directed by the Engineer and in accordance with these Specifications.

"Reset Granite Stone Curbing" includes the removal of existing granite stone curb and the resetting of the curb on a prepared base in accordance with the details shown on the Plans or as directed by the Engineer and in accordance with these Specifications. This work includes reset of both straight and radius granite stone curb.

"Trim and Cut Granite Stone Curbing" includes the sawcutting of existing granite stone curb as required to match new curb, sidewalk or apron to existing or where directed by the Engineer. It shall not include the sawcutting of new granite stone curb sections.

"Remove Granite Stone Curbing" includes the removal of existing granite stone curb where shown on the Plans or as directed by the Engineer and in accordance with these Specifications. This work includes removal of both straight and radius granite stone curb and return of such curb to the City of New London when requested.

Materials

All curbing material shall be created from hard and durable granite, light gray in color, free from seams which impair its structural integrity, and of a smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Granite shall come from approved quarries acceptable to the Engineer.

1. Curved Granite Curbing

Type V 6 x 18 curbstones set on a radius of one hundred (100) feet or less shall be cut to the curve required.

All radius granite stone curb shall be set in a subbase of Class "C" concrete.

2. Straight Granite Stone Curbing

Straight Granite Stone Curbing shall be cut to the following dimensions:

| | | | Minimum | Minimum |
|-------------|-------------|---------------|-------------|-------------|
| | Width At | Depth, | Length, | Width At |
| <u>Type</u> | Top, Inches | <u>Inches</u> | <u>Feet</u> | Bot. Inches |
| V 5 x 18 | 5 | 18"- 22" | 4 | 5 |

Straight granite curbing shall be set in a subbase of Class "C" concrete at the joints only.

3. Mortar

Mortar for pointing joints shall conform to Section M.11.04 of Form 817.

4. Concrete

Class 'C' Concrete shall conform to Section M.03.01 of Form 817.

5. Processed Aggregate Base

Processed Aggregate Base shall conform to the material requirements of the item "Processed Aggregate Base" elsewhere in these Specifications.

Construction Details

1. Delivery

All granite curbing shall be accepted by the City of New London at the time of delivery and prior to installation.

2. Excavation

Excavation shall be made of sufficient depth and width to accommodate the processed aggregate base as shown on the Plans. The processed aggregate base shall be compacted to a firm, even surface and shall be approved by the Engineer.

3. Transition Sections

Roadway Transitions: A six-foot (6') transition section of granite curbing shall be installed at all end sections that do not match to other types of curbing. The end section shall match flush with the

existing edge of the pavement or the top of adjacent existing curbing.

Driveway Transitions: All transition sections of granite curbing along driveways shall be set in Class "C" concrete and meet the requirements of the Plans.

4. Backfilling

After all curb is set, the space between it and the wall of the trench shall be backfilled with processed aggregate base material thoroughly tamped to the depth directed, care being taken not to affect the line or grade of the curb. All curbing shall be properly installed and backfilled prior to the placement of the bituminous concrete pavement.

All radius granite stone curbing shall be set in Class "C" concrete as shown on the Plans.

5. Protection

The contractor shall protect all curbing until completion and acceptance.

6. Joints

The maximum joint openings between sections of curbing shall not exceed ½ inch over the entire width of the exposed curb.

Joints are to be mortared to the full depth and width of the curb, and all excess mortar wiped clean off face of curb. At intervals of fifty feet (50'), one joint shall be left open for expansion purposes.

Joints in straight granite curb sections shall be set in a subbase of Class "C" concrete as shown on the Plan or as directed by the Engineer.

7. Removal

The removal of granite curb shall be made in conformity with the requirements of the plans and as ordered by the Engineer. All concrete, dowels, forms and joint material shall be removed. The base material, if any, may remain in place if the required depth for the materials to be placed in that area is provided. All existing curbing which is designated to remain, shall be sawcut at the contract limits or the nearest joint as directed by the Engineer. Sawcut edges shall be protected during construction. Any edges damaged shall be recut and any material required to be placed in that area shall not be measured for payment.

Unless directed otherwise by the Engineer, granite stone curbing removed for this project shall be disposed of in accordance with all applicable regulations. No stockpiling of removed material shall be allowed on site. Granite stone curbing shall be returned to the City of New London only when requested.

Measurement

"Granite Stone Curbing" and "Radius Granite Stone Curbing" will be measured for payment by the actual number of linear feet of granite stone curbing or curved granite stone curbing, installed and accepted. Measurement shall be made along the top axis line of face of curb. Curbing set on a radius of 100 feet or less will be measured for payment as "Radius Granite Stone Curbing".

Transition curbing will be measured for payment as "Granite Stone Curbing" or as "Radius Granite Stone Curbing" as the case may be.

"Reset Granite Stone Curbing" will be measured for payment by the actual number of linear feet of existing granite stone curbing, installed and accepted. Measurement shall be made along the top axis line of face of curb.

"Trim and Cut Granite Stone Curbing" will be measured for payment by the actual number of linear feet of granite stone curb sawcut. Measurement shall be made along the face of curb. The sawcutting of new granite stone curb required to fit to the locations shown on the Plans will not be measured for payment, but its costs shall be included in the item "Granite Stone Curbing" or "Radius Granite Stone Curbing".

"Remove Concrete Curbing" will be measured for payment by the actual number of linear feet of granite stone curb removed and properly disposed of, as shown on the plans or as directed by the Engineer. The pay limits shall be measured in place with the Engineer prior to removal. Any material removed prior to measurement shall not be considered for payment. The sawcutting of existing curb to be removed will not be measured separately for payment, but its costs shall be included in the item "Remove Granite Stone Curbing".

The following will not be measured for payment, but shall be considered as included in the unit price bid for "Granite Stone Curbing", "Curved Granite Stone Curbing", "Reset Granite Stone Curbing", "Trim and Cut Granite Stone Curbing" and "Remove Granite Stone Curbing":

- 1. Excavation
- 2. Removal and disposal of existing curb
- 3. Removal and disposal of existing roadway within excavation limits of new curb
- 4. Removal and disposal of existing concrete around curb (for reset curb)
- 5. Concrete for granite curb subbase
- 6. Processed Aggregate Base
- 7. Mortar or Joint Sealant

Payment

Payment for this work will be made at the contract unit price per linear foot for "Granite Stone Curb", "Radius Granite Stone Curbing", "Trim and Cut Granite Stone Curbing" or "Remove Granite Stone Curbing", complete in place. The prices shall include all sawcutting, removal and disposal of existing curb and/or bituminous concrete; all excavation as shown on the Plans, granite stone curbing, granite stone transition curbing, processed aggregate base, pointing, Class "C" concrete, backfilling, compaction, disposal of all surplus material, equipment, tools and labor incidental thereto. Unless specified otherwise, sawcutting of existing curb to be removed will not be paid for separately, but shall be included in the cost of this or other items.

Payment for resetting existing granite stone curbing will be made at the contract unit price per linear foot of "Reset Granite Stone Curbing", complete in place. The price shall include all sawcutting, removal and disposal of existing bituminous concrete; all excavation as shown on the Plans, processed aggregate base, pointing, Class "C" concrete, backfilling, removal of concrete around existing curb, compaction, disposal of all surplus material, equipment, tools and labor incidental thereto.

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Pay Item Pay Unit

Granite Stone Curbing

Radius Granite Stone Curbing

Reset Granite Stone Curbing

Trim and Cut Granite Stone Curbing

Linear Foot

Linear Foot

Linear Foot

5.10 <u>Cast-In-Place Concrete Curbing</u>

The work under this section shall consist of excavating and installing processed compacted aggregate base, installing cast-in-place concrete curbing. (See attached drawings)

Description

"Cast-in-Place Concrete Curbing" includes the construction of a cast-in-place concrete curb on a prepared processed aggregate base in accordance with the lines, grades, dimensions and details shown on the Plans or as directed by the Engineer.

Materials

All materials shall conform to the requirements of "Reinforced Concrete Sidewalks and Reinforced Sidewalk Ramps" elsewhere in these Specifications.

Construction Details

Construction methods shall conform to the requirements of "Reinforced Concrete Sidewalks and Reinforced Sidewalk Ramps" elsewhere in these Specifications.

Measurement

"Cast-in-Place Concrete Curbing" will be measured for payment by the actual number of linear feet of concrete curb installed and accepted.

Payment

Payment for this work will be made at the contract unit price per linear foot for "Cast-in-Place Concrete Curbing", complete in place, which price shall include all excavation, sawcutting, removal and disposal of existing curb and/or bituminous concrete, concrete, processed aggregate base, formation of subgrade, joint filler, dowels, backfilling, compaction, disposal of all surplus material, and all materials, equipment and labor necessary to complete the work as specified on the Plans or as directed by the Engineer.

Pay ItemPay UnitCast-in-Place Concrete CurbingLinear Foot

5.11 **Bituminous Concrete Curbing**

The work under this section shall consist of the installation of the Bituminous Concrete Curbing in areas where there is erosion and where no granite curbing is installed along the roadway. There may be additional prep work to be performed along the edge of the roadway.

Description

"Bituminous Concrete Curbing" of the type specified includes the furnishing and installation of machine laid bituminous concrete, constructed on a prepared bituminous concrete pavement to the dimensions and details shown on the Plans, or as directed by the Engineer, and in conformity with the Specifications.

Materials

All materials for this work, including tack coat, shall meet the requirements of Section M.04, curb mix, of Form 817.

Constriction Details

The methods employed in performing the work and all equipment, tools machinery and plant used in handling material 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, 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 bitumen 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 straight-edge, and any variation from a true line exceeding one-quarter of an inch (1/4") 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 hand laid 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 damage to the work. Fill material will be placed behind the curb immediately thereafter.

Measurement

"Bituminous Concrete Curbing" of the type specified will be measured for payment by the actual number of linear feet of bituminous concrete lip curb, measured along the top of the curb, completed and accepted.

The following will not be measured separately for payment, but shall be considered as included in the unit price bid for "Bituminous Concrete Curbing" of the type specified:

- 1. Removal and disposal of existing curb
- 2. Surface cleaning and preparation of existing bituminous concrete surface
- 3. Tack Coat

Payment

This work will be paid for at the contract unit price per linear foot for "Bituminous Concrete Curbing" of the type specified, complete in place, which price shall include the removal and disposal of existing curb, the cleaning and preparation of existing bituminous concrete roadway, and all materials, equipment, tools and labor incidental thereto.

Pay ItemPay UnitBituminous Concrete Lip CurbingLinear Foot

5.12 Restoration of Lawn Areas

The work under this section shall consist of repair to areas disturbed by this construction.

Description

"Restoration of Lawn Areas" includes all work required to establish turf, including the furnishing and installation of screened topsoil and of a specified slurry mixture of seed, fiber, fertilizer and stabilizer emulsion with hydro-mulch equipment, where shown on the Plans or where directed by the Engineer.

"Erosion Control Blanket" includes the furnishing and installation of a manufactured straw/fiber blanket at the locations shown on the Plans or where directed by the Engineer.

Materials

<u>Fertilizer</u>: 18-18-5, (Nitrogen, Phosphoric Acid, Potassium), water-soluble or an approved equal at a rate of 25-lbs per 1,000-sq. ft. Submit Manufacturer's product specifications and guaranteed purity analysis for fertilizer.

<u>Mulch:</u> Cellulose fiber mulch shall conform to the requirements of Section M.13.05.3 of Form 817. Apply at a minimum rate of 40 lbs./ 1,000 SF.

Tackifier: Organic tackifier shall be applied at rate of 70 lbs./acre

<u>Topsoil</u>: The term topsoil used herein shall mean a soil meeting the soil textural classes established by the United States Department of Agriculture Classification System based upon the proportion of sand, silt, and clay size particles after passing a two (2) millimeter (mm) sieve and subjected to a particle size analysis. The topsoil shall not contain less than 6% nor more than 20% organic matter as determined by loss-on-ignition of oven dried samples dried at 105 degrees centigrade.

The following textural classes shall be acceptable:

Loamy sand, including coarse, loamy fine, and loamy very fine sand Sandy loam, including coarse, fine and very fine sandy loam

Loam

Silt loam, with not more than sixty (60) percent silt

The topsoil to be furnished by the Contractor shall be loose, friable, reasonably free of admixtures of subsoil, free from refuse, stumps, roots, brush, weeds, rocks, and stones ½ inch and over in all dimensions. The topsoil shall also be free from any material that will prevent the formation of a suitable seedbed or prevent seed germination and plant growth.

<u>Seed</u>: Shall be fresh and clean and new crop seed composed of an evenly graded mixture by proportion and testing minimum percentages of purity and germination indicated, or as approved by the Engineer.

The seed mixture for lawns <=3:1 slope with mowing required shall have no noxious weeds in mix and shall be CRCOG General Purpose Mix manufactured by Pro Lawn Supply, Inc., Worcester, MA (1-866-554-SEED) or approved equal and shall generally conform to the following requirements:

| Proportion by | Weight | Minimum Germination |
|----------------------------|--------|---------------------|
| (Percent) | | (Percent) |
| G . I' D . I D | 22.0 | 00 |
| Catalina Perennial Rye | 33.0 | 90 |
| Boreal Creeping Red Fescue | 33.0 | 87 |
| Part Kentucky Bluegrass | 33.0 | 85 |
| Other Ingredients | 1.0 | - |

The seed mixture for channel embankments and lawns >3:1 slope with mowing not required shall have no noxious weeds in mix and shall generally conform to the following requirements:

| - | by Weight | Minimum Germination | | | |
|---------------------|-----------|---------------------|--|--|--|
| <u>(Pe</u> | ercent) | (Percent) | | | |
| Creeping Red Fescue | 54.0 | 85 | | | |
| Redtop | 5.0 | 85 | | | |
| Crown Vetch | 40.0 | 90 | | | |
| Other Ingredients | 1.0 | - | | | |

Erosion control blanket: shall be a machine produced mat consisting of 100% coconut fiber. The blanket shall be of consistent thickness with the coconut fiber evenly distributed over the entire area of the mat. The blanket shall be covered on the top side with heavyweight photodegradable polypropylene netting having ultraviolet additives to delay breakdown and an approximate 5/8-inch x 5/8-inch mesh, and on the bottom side with a lightweight photodegradable polypropylene netting with an approximate ½ inch x ½ inch mesh. The blanket shall be sewn together on 1½ inch centers with degradable thread.

Coconut fiber erosion control blanket shall be C125 as manufactured by North American Green, or approved equal. The C125 erosion control blanket shall have the following properties:

Material content

Coconut Fiber 100%

Netting Both sides, heavyweight UV stabilized (3 lb./1000 sq. ft approx. wt.)

Thread 100% Black Polypropylene

Physical Specifications

Width 6.67 feet Length 108 feet Weight 44 lbs. +/- 10%

Area 80 sq. yds Stitch spacing 1.5 inches

Wire staples are to be produced from 11 gauge .118 to .120 bright basic industrial quality 1008/1010 wire, minimum cast, light oil protection. The staples shall be produced in a 6" x 1" x 6" U-shaped configuration.

Construction Details

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

The existing ground shall be graded to a reasonably true surface.

Topsoil shall be spread and shaped to meet existing elevation, after settlement and compaction has occurred, and have a minimum depth of four (4) inches with all stone larger than ½" removed.

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.

Examine work area before proceeding with any work and notify the Engineer in writing on conditions which may prevent the proper execution of this work. Failure to report unsuitable conditions will require the contractor to rectify unacceptable work at no additional cost to the City of New London.

Allow the planting area soil surface to dry out for one day only prior to the hydroseeding application. Exercise care not to allow the soil surface to be overly saturated with water prior to the hydroseeding installation. At the same time the soil surface should not become too dry during this period. There should be some residual moisture within the first 1/4 inch of the soil surface.

Notify the Engineer at least 48 hours prior to starting the hydroseeding operation. The Engineer shall be present during the hydroseeding operation and has final determination if conditions are acceptable for hydroseed application.

Application rates for hydroseed shall be as defined by the manufacturer.

Apply the hydroseed in the form of a slurry consisting of organic soil amendments, commercial fertilizer, and any other chemicals that are called out. When hydraulically sprayed onto the soil, the mulch shall form a blotter-like material. Direct the spray operation so that this procedure will drill and mix the slurry components into the soil, the slurry spray will also penetrate the soil surface, thus ensuring maximum impregnation and coverage. The impregnation and mixing of the components will help in retaining moisture while stabilizing soil surface from superficial erosion.

Do not leave the hydroseeding slurry components in the hydroseeding machine for more than two (2) hours because of possible seed destruction. If slurry components are left idle for more than two hours in the machine, add 50% more of the originally specified seed mix to any slurry mixture which has not been applied within the two hours after mixing. Add 75% more of the original seed mix to any slurry mixture which has not been applied eight (8) hours after mixing. All mixtures more than eight (8) hours old, must be disposed, offsite, at the contractor's expense.

Spray the area with a uniform visible coat, using the dark color of the cellulose fiber as a visual guide. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. Ensure that all of the slurry components enter and mix with the soil. Insure the uniformity of the hydroseed application. Exercise special care to prevent any of the slurry from being sprayed onto any hardscape areas including concrete walks, fences, walls, buildings, etc. Remove all slurry sprayed onto these surfaces at the contractor's expense.

Contractor shall save all seed and fertilizer tags and fiber mulch bags for the Engineer to verify compliance with the drawings and specifications.

The Contractor shall maintain the area until sufficient seed growth has occurred to stabilize the soil. This includes the restoration of all eroded areas, and the placing and maintaining of erosion control measures as required to prevent further erosion.

Normal seeding season shall be:

For Grass:

Spring seeding - April 1 through June 15 Fall seeding - August 15 through October 1

For Wildflower:

Spring seeding - March 1 to May 15 Fall seeding - November 15 to December 15

Seeding at other times will be allowed only with permission of the Engineer.

The Contractor may be required to top dress and reseed certain areas to achieve sufficient, uniform turf establishment.

Maintenance

Upon completion of hydroseeding operations, maintain all hydroseeded areas for a period of 90 calendar days as follows:

- 1. Germination stage irrigation: Approximately 24 hours after hydroseeding the planting areas, initiate the watering sequence. Leave the water on long enough to moisten the soil thoroughly to the depth of the slurry mulch taking care not to super saturate or wash away the slurry and seed. Perform frequent, light irrigation until the seed has germinated. Repair all seed washings and erosion.
- 2. Establishment stage irrigation: After germination, reduce each watering. The specific watering program shall be approved by the Engineer.

Fertilize all hydroseeded areas with an approved commercial fertilizer approximately thirty (30) calendar days from the start of the maintenance period.

Acceptance

Final approval and acceptance will be given in writing by the Engineer following a final acceptance inspection. The Engineer reserves the option to extend the maintenance period to achieve complete germination of all turf or other plant materials with a uniform height, color and density throughout all hydroseeded areas. Final acceptance may be given at the end of the 90-calendar day maintenance period if an acceptable germination of turf and adequate plant establishment has been obtained, as determined by the Engineer.

Guarantee and Replacement

Provide a guarantee for a period of one (1) year after final acceptance, that the installed grass areas be at least the quality and condition as at the time of acceptance. Re-Hydroseed unacceptable areas during the guarantee period. The guarantee shall not include damage or loss of turf due to acts of God, acts of vandalism or negligence on the part of the City of New London.

Measurement

"Restoration of Lawn Areas" will be measured for payment by the actual number of square yards of turf establishment performed in accordance with the Plans and Specifications.

The following items will not be measured separately for payment, but shall be considered as included in the unit price bid for "Restoration of Lawn Areas":

- 1. Excavation
- 2. Fertilizer, seed or mulch
- 3. Topdressing and reseeding
- 4. Water
- 5. Lawn areas outside the grading limits disturbed by the Contractor

Final payment for this item will not be issued until grass is established to the approval of the Engineer. Partial payments may be made, but in no case will more than 50% of the item be paid until the grass is established to the approval of the Engineer.

"Erosion Control Blanket" will be measured for payment by the actual number of square yards of erosion control matting installed and accepted. Turf establishment under the erosion control blanket will be measured for payment under the "Restoration of Lawn Areas" item.

Payment

This work will be paid for at the contract unit price bid for "Restoration of Lawn Areas", which price shall include all the furnishing and fine grading of slope and lawns areas, topsoil, fertilizer, seed, replacement of lawn structures, labor, tools and equipment incidental thereto.

Any disturbance of lawns beyond the grading limits shown on the Plans shall be restored to its original condition by the Contractor at no expense to the City of New London.

Final payment for this item will not be issued until grass is established to the approval of the Engineer. Partial payments may be made, but in no case will more than 50% of the item be paid until the grass is established to the approval of the Engineer.

"Erosion Control Blanket" will be paid for at the contract unit price bid for "Erosion Control Blanket", which price shall include all materials, labor, tools and equipment necessary to install the erosion control blanket in accordance with the Plans and Specifications.

Pay ItemPay UnitRestoration of Lawn AreasSquare Yard

5.13 Erosion and Sediment Controls

The work under this section includes all work necessary or may be required to prevent environmental damage and or pollution to sensitive areas during construction operations.

Description

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

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

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

Materials

Geotextile shall conform to Section M.08.01.19 of Form 817.

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

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

Responsibility

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

Construction Details

Geotextile sedimentation control systems may consist of either a prefabricated geotextile fence or a geotextile fence assembled by the Contractor in the field. Geotextile sedimentation control systems shall be installed so that the bottom four (4) inches of the fabric is buried by either trenching or by laying the four (4) inch section horizontally on the ground and burying by ramping the soil up to the control fence. All geotextile fences shall be a least 36 inches in exposed height as installed, with not less than a two (2) degree and not more than a 20-degree inclination toward the potential silt source. Hardwood posts shall have a minimum cross-section size of at least 1.5 inches by 1.5 inches and a minimum length of 30 inches. Steel posts shall be at least 0.5 pound per linear foot with a minimum length of 48 inches. Spacing between posts shall not exceed ten (10) feet, and all posts shall be driven a minimum of 12

inches into the ground. When joints between sections of geotextile sedimentation control systems are necessary, geotextile shall be spliced together only at a support post, with a minimum six (6) inch overlap, and securely sealed.

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

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

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

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

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

Measurement

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

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

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

Payment

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

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

Pay Item Pay Unit Silt Sack Each

5.14 **Maintenance and Protection of Traffic**

The work under this section shall consist of signage, cones, barricades to protect and direct traffic around construction area.

Description

"Maintenance and Protection of Traffic" includes the furnishing, installation, maintenance, adjusting, cleaning, storing and removal when no longer required of all temporary signs (sheet aluminum or plywood), sign supports, cones, drums, barricades or other approved traffic control devices necessary to maintain and protect traffic within the project area in accordance with the Plans, Specifications, the Manual of Uniform Traffic Control Devices (MUTCD) or as directed by the Engineer.

Submittals

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

Materials

Traffic Drums

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

Traffic Cones

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

Barricades

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

Construction Area Signs

Construction Area signs shall be sheet aluminum or plywood with necessary supports. Signs faces shall be of retro reflective sheeting, High Intensity Prismatic (Type III) and conform to section 12.20 of Form 817. When the signs are no longer required on the project, they shall remain the property of the Contractor.

Requirements

The Contractor shall maintain and protect traffic in the project area. Unless otherwise specified, the Contractor must maintain pedestrian and vehicular traffic to permit access to business, factories, residences and intersecting streets.

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 construction activities.

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

Measurement and Payment

"Maintenance and Protection of Traffic" will be measured and paid for by the actual number of days traffic control devices are in use during active construction within contract time requirements. The contract unit price shall include all materials, labor, tools and equipment incidental to furnishing, maintaining and removing approved traffic control devices and other pertinent work necessary to comply with this specification including but not limited to:

- Notifying public authorities of any proposed traffic changes;
- Furnishing, installing relocating, replacing and removal of traffic cones, traffic drums, barricades, construction signs, temporary marking tape, and opposing traffic lane dividers;
- Temporarily relocating/ covering existing signs as necessary to avoid traffic issues.

Pay ItemPay UnitMaintenance and Protection of TrafficDays

5.15 Traffic Person (Uniformed Flaggers)

The work under this section shall include furnishing Certified Uniformed Flag Persons to direct traffic around construction area.

Description

"Traffic Person (Uniformed Flaggers)" includes the furnishing of Certified, Uniformed Flag Persons capable of safely directing traffic around the work area during all lane closures or when directed by the Engineer.

Submittals

A copy of the proposed Flaggers' Training Certificates shall be submitted to the Engineer prior to any work

Materials

Not applicable. (See Section 5.14)

Construction Methods

Construction methods shall conform to Article 9.70.03 of Form 817.

Measurement

"Traffic Person (Uniformed Flaggers)" will be measured and paid for by the actual number of hours for each certified flagger rendering services approved by the Engineer. Services used beyond the limits approved by the Engineer or in conjunction with movement of construction equipment will not be measured for payment. The following will not be measured for payment but its cost shall be considered as included in the unit price bid for "Traffic Person (Uniformed Flaggers)":

- 1. Travel Time.
- 2. Mileage fees/Fuel charges.
- 3. Paddles.
- 4. Safety Equipment.

Payment

Uniformed Flaggers will be paid at the contract unit price per hour for "Traffic Person (Uniformed Flaggers)" which price shall constitute all compensation, benefits, equipment and any other incidental costs associated with the furnishing of Flagger services.

<u>Pay Item</u> <u>Pay Unit</u> Traffic person (Uniformed Flaggers) Hour

5.16 <u>Traffic Person (Uniformed Police Officers)</u>

The work under this section shall include a uniformed Police Officers with a vehicle in the event of any road closures

Description

"Traffic Person (Uniformed Police Officers)" includes providing a uniformed City of New London Police Officer with a vehicle in the event of any road closures. There may also be some areas of the construction for spot repair of sidewalks that are on State of Connecticut roads.

Materials

Not applicable.

Construction Methods

There may be areas where some areas of the construction for spot repair of sidewalks that require Uniformed Police Officers and a vehicle. Such areas may be State of Connecticut owned roads and where road closure is required. (The New London Police Department is the only organization permitted to close a road.)

Contact The New London Police Department at (860)442-4444 for a Uniformed Officer and a vehicle. The New London Police Department requires at least 48 Hour notice to schedule an Officer and vehicle for traffic control operations.

It is the Contractor's responsibility to schedule, coordinate for the use of Uniformed Police Officer and vehicle for any road closures.

Measurement and Payment

"Traffic Person (Uniformed Police Officer)" will be measured and paid for by the actual number of hours were required for completion of work associated with the project where and when Certified Flaggers cannot provide adequate traffic control.

<u>Pay Item</u> <u>Pay Unit</u> Traffic Person (Uniformed Police Officers) <u>Pay Unit</u> Hour

5.17 Clean Up

The work under this section shall consist of restoration of the areas that were disturbed during construction.

The area shall be left free of debris caused by this installation.

All construction staging (signs, lights, barricades and Contractor equipment) shall be removed upon completion of the project.

Remove soil erosion controls around lawn areas and barriers in the area.

Clean up all work areas and dispose of materials off site.

Repair any and all disturbed turf areas, add screened topsoil as needed. Seed and fertilize with starter fertilizer and mulch with chopped straw.

Sidewalk and Granite Curb Replacement

The work to be performed is the following:

- 1. Installation of granular fill to replace unsuitable materials. (See Section 5.5)
- 2. Installation of processed aggregate base. (See Section 5.6)
- 3. Installation of bituminous concrete around granite curbing to be reset or install new and to make grades work for installation of concrete driveway aprons to match existing pavement requirements. (See Section 5.7)
- 4. Installation of forms, compacted processed aggregate base, 6"x 6" Wire Mesh reinforcing, 3,000 PSI Class C Concrete for sidewalks and sidewalk ramps in accordance with City of New London Standards. (See Section 5.8)
- 5. Installation of forms, compacted processed aggregate base, 6"x 6" Wire Mesh reinforcing, 3,000 PSI Class C Concrete for concrete driveway apron in accordance with City of New London Standards. (See Section 5.9)
- 6. Installation of processed aggregate base, backing curbing with concrete with 6" reveal or match existing curbing height for new or reset curbing in accordance with City of New London Standards. (See Section 5.10)
- 7. Installation of processed aggregate base, backing curbing with concrete with 6" reveal or match existing curbing height for cast-in place concrete curbing in accordance with City of New London Standards. (See Section 5.11)
- 8. Installation of bituminous concrete curbing in areas where there is erosion and where no granite curbing is installed along the roadway (See Section 5.12)
- 9. Repair any and all disturbed turf areas, add screened topsoil as needed. Seed and fertilize with starter fertilizer and mulch with chopped straw. (See Section 5.13)
- 10. Install erosion and sediment controls as needed to prevent environmental damage or pollution to sensitive areas during construction operations. (See Section 5.14)
- 11. Install signage, cones, barricades to protect and direct traffic around construction area. (See Section 5.15)
- 12. Furnish Uniformed Flaggers to direct traffic around construction area. (See Section 5.16)
- 13. Furnish Uniformed Police Officers in the event of any road closures. (See Section 5.17)
- 14. Clean up all work areas and dispose materials off site. (See Section 5.18)
- 5.18 The successful Contractor shall submit the final contract documents for publication for the contracted work as soon as practicable.

END OF GENERAL CONDITIONS AND SPECIFICATIONS

CITY OF NEW LONDON, CONNECTICUT

BID FORM

The following price quote is being submitted to the City of New London, Connecticut, for <u>Sidewalk and Curb Replacement</u>, the cost of the project should include supplying all labor, material and equipment to perform the work as specified in **General Conditions & Bid Specifications**, **Sidewalk and Curb Replacement**, **New London**, **Connecticut**.

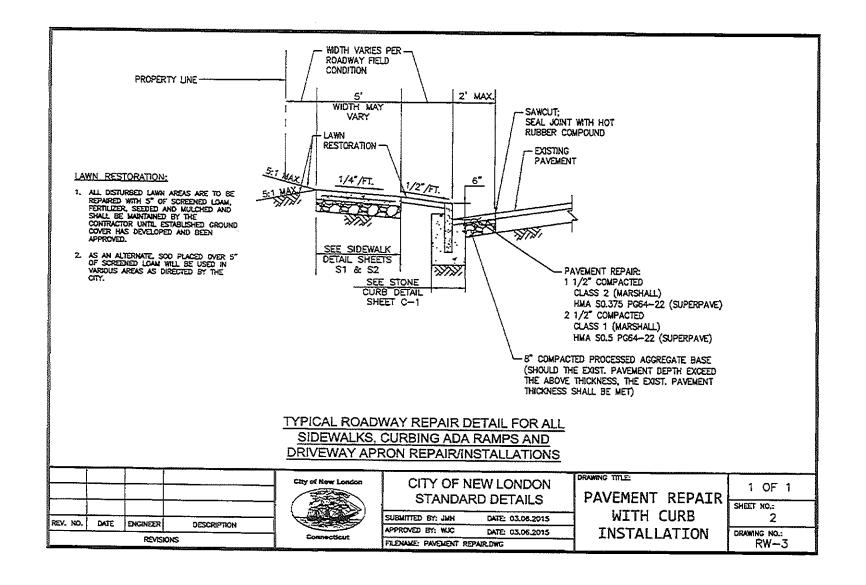
Sidewalk and Curb Replacement

| ITEM | ITEM DESCRIPTION | UNIT | BID UNIT |
|-------------|---|------|--------------|
| NO | (7,500 estimated linear feet annually) | | <u>PRICE</u> |
| 1 | GRANULAR FILL | CY | \$ |
| 2 | PERMANENT PAVEMENT REPAIR (LOCAL ROAD) | SY | \$ |
| 3 | PERMANENT PAVEMENT REPAIR (COLLECTOR) | SY | \$ |
| 4 | PERMANENT PAVEMENT REPAIR (ARTERIAL) | SY | \$ |
| 5 | 5" THK REINFORCED CONCRETE SIDEWALK | SF | \$ |
| 6 | 5" THK REINFORCED CONCRETE SIDEWALK & | SF | \$ |
| | MONOLITHIC CURBING | | |
| 7 | 5" THK REINFORCED CONCRETE SIDEWALK RAMP | SF | \$ |
| 8 | 6" THK CONCRETE DRIVEWAY APRON (RESIDENTIAL) | SF | \$ |
| 9 | 8" THK CONCRETE DRIVEWAY APRON (COMMERCIAL) | SF | \$ |
| 10 | RESET GRANITE CURBING | LF | \$ |
| 11 | NEW GRANITE CURBING | LF | \$ |
| 12 | NEW RADIUS GRANITE CURBING | LF | \$ |
| 13 | TRIM & CUT GRANITE CURBING | LF | \$ |
| 14 | CAST IN PLACE CONCRETE CURBING | LF | \$ |
| 15 | BITUMINOUS CONCRETE CURBING | LF | <u>\$</u> |
| 16 | RESTORATION OF LAWN AREAS DISTURBED BY WORK | SY | \$ |
| 17 | SILT SACK (EROSION CONTROL) | EA | \$ |
| 18 | MAINTENANCE & PROTECTION OF TRAFFIC | DAY | \$ |
| 19 | TRAFFIC PERSON (UNIFORMED FLAGGERS) | HR | \$ |
| 20 | TRAFFIC PERSON (UNIFROMED POLICE OFFICERS & | HR | \$ |
| | VEHICLE) (FOR ANY ROAD CLOSURES OR STATE ROAD | | |
| | REQUIREMENTS) | | |
| 21 | CLEAN UP ALL WORK AREAS & DISPOSE MATERIALS OFF | | |
| | SITE | | |

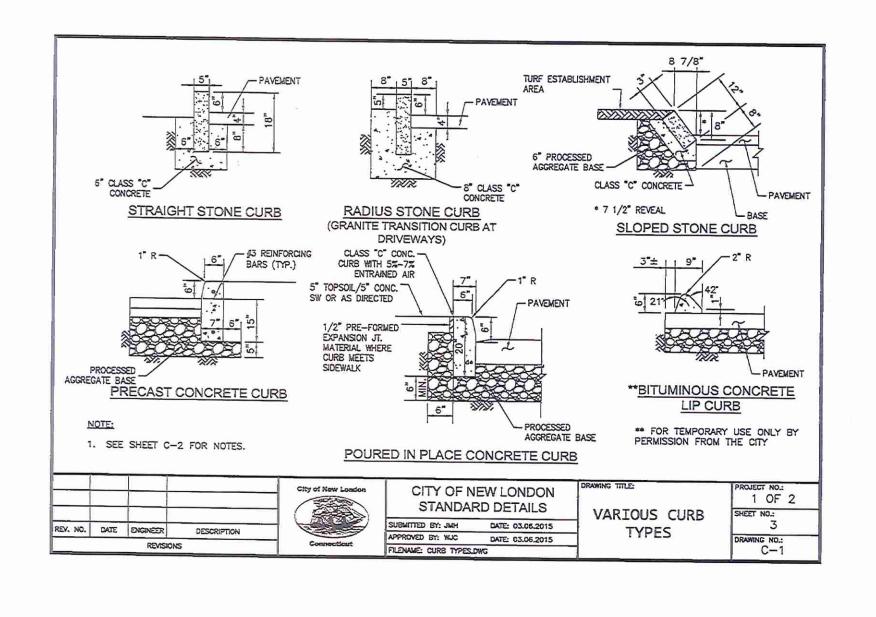
| Clean up all work areas and dispose materials off site. | |
|---|--|
| BID PRICE (Unit Price, complete) \$ | |
| | |
| TOTAL BID PRICE (Unit Price, complete) \$ | |
| Total Written Price: | |

The undersigned certifies that he/she has read and understood all of the provisions of the Specifications. Any exceptions to the Specifications are noted below and/or on a separate sheet of paper and made a part of this bid. The undersigned also certifies that this bid is being submitted without collusion with any individual or corporation and agrees, by virtue of submitting this bid, that if accepted by the City of New London, this forms a contractual obligation on the part of the bidder to provide the material as bid.

| FOR: | (Bidder Name) |
|--|----------------------------|
| ADDRESS: | |
| TOWN/CITY: | STATE: ZIP: |
| BY:(Print Name & Title) | DATE: |
| TEL NO. (Area Code) | FAX NO:(Area Code) |
| EMAIL: | |
| (CHECK ONE) No exceptions to the Specifications or compared below or compared by the compared below | on separate sheet of paper |



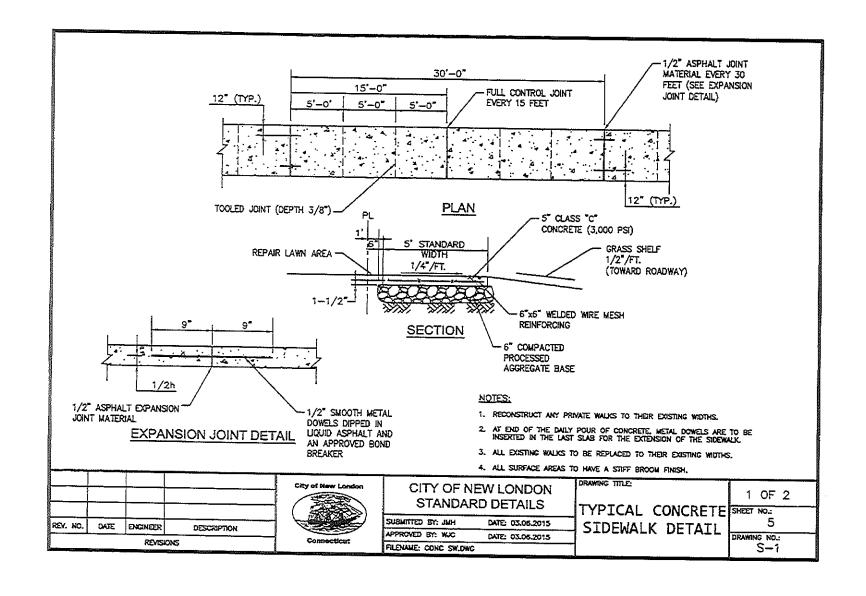
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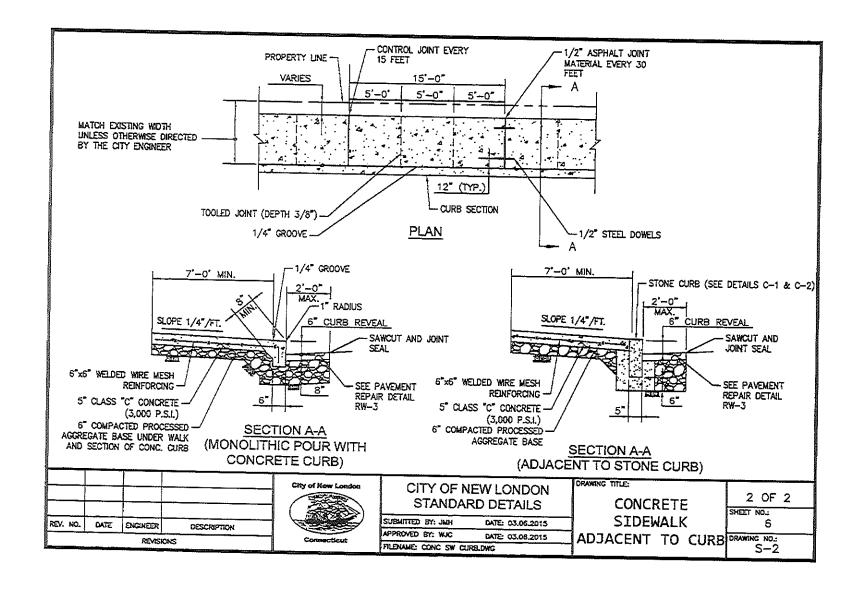


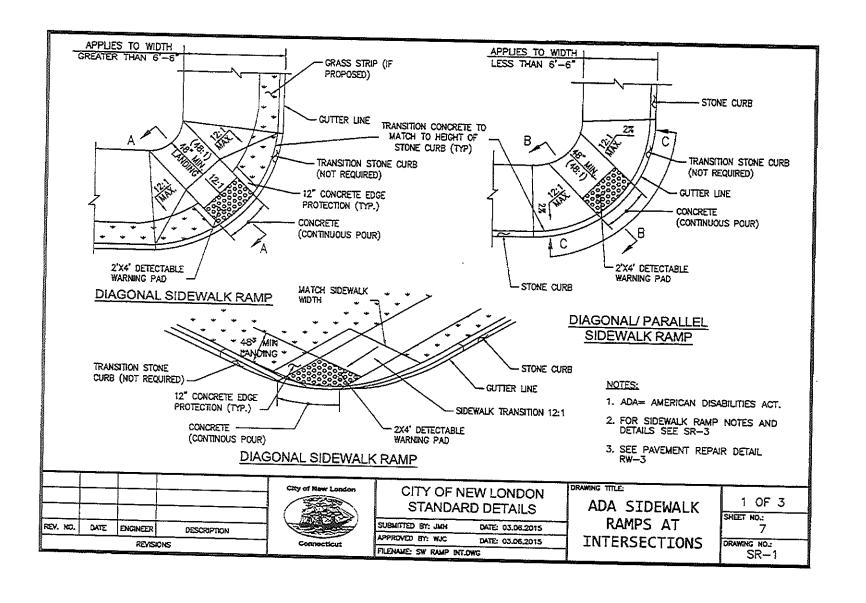
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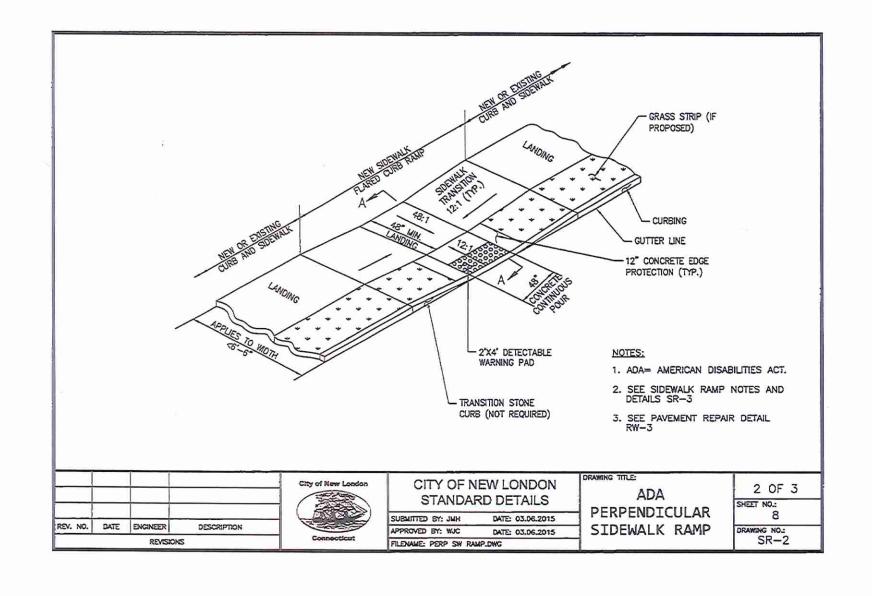
- ALL STONE CURB SHALL CONFORM TO THE STATE OF CONNECTICUT STANDARD SPECIFICATION FORM 816, ARTICLE M12.06 FOR GRANITE CURBING.
- 2. MINIMUM LENGTH OF STONE CURB IS 4'-0".
- STONE CURB SHALL BE FINISH—SAWN TOP AND SPLIT FACE JOINTED.
- 4. STONE CURB WITH A RADIUS OF 100° OR LESS SHALL BE BUILT OF CURVED STONE CURB AND SET IN 8" OF CLASS "C" CONCRETE AS SHOWN ON THE DETAIL.
- ALL OPEN BOTTOM JOINTS BETWEEN SECTIONS OF STRAIGHT STONE CURB SHALL BE BACKFILLED WITH CLASS "C" CONCRETE.
- ALL BACKFILL MATERIAL AROUND STRAIGHT, RADIUS OR RESET STONE CURBING SHALL BE CLASS "C" CONCRETE (3,000 PSI).
- 7. TOP OF CONCRETE BACKFILL SHALL BE 10" ON PAVEMENT SIDE AND 5" ON BACK SIDE, MEASURED DOWN, FROM TOP OF CURB.
- AT ALL BEGINNING AND ENDING POINTS OF ALL STONE CURBING INSTALLATIONS, A 3-FOOT TAPERED CURB SHALL BE USED TO TRANSITION BETWEEN THE EXISTING PAVEMENT/GROUND AND HEIGHT OF THE NEW CURBING, OR AS DIRECTED.

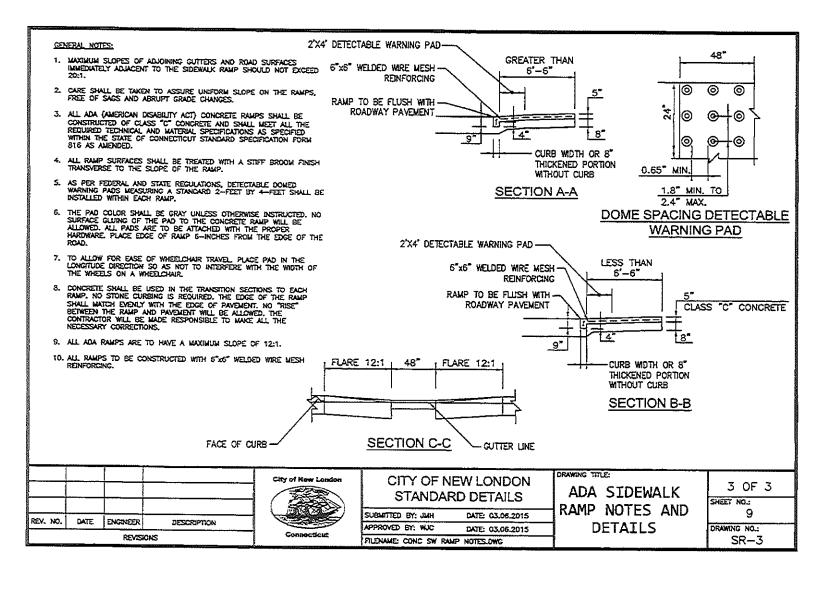
| | City of New London | CITY OF NEW LONDON STANDARD DETAILS | | DRAWING TITLE: | 2 OF 2 | | |
|------------------------------------|--------------------|--|------------------|----------------|--------------|-------|--------------|
| SEV. NO. DATE ENGINEER DESCRIPTION | | SUBMITTED BY: JMH | DATE: 03.06.2015 | CURB | TYPES | NOTES | 4 |
| 70000 | Connecticut | APPROVED BY: WJC | ATE: 03.06.2015 | _ | | | DRAWING NO.: |
| REVISIONS | | FILENAME: CURB TYPE NOTES | .DWG | _ | | | C-2 |



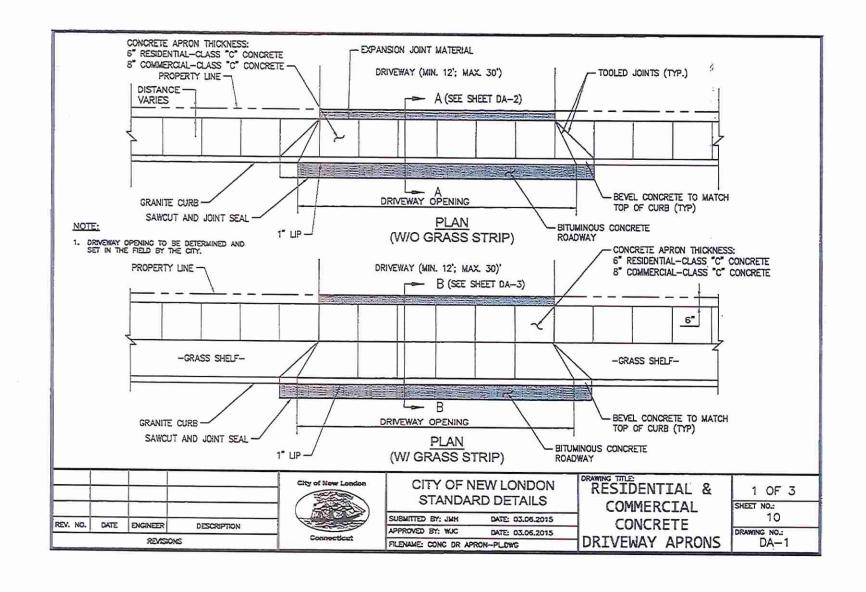


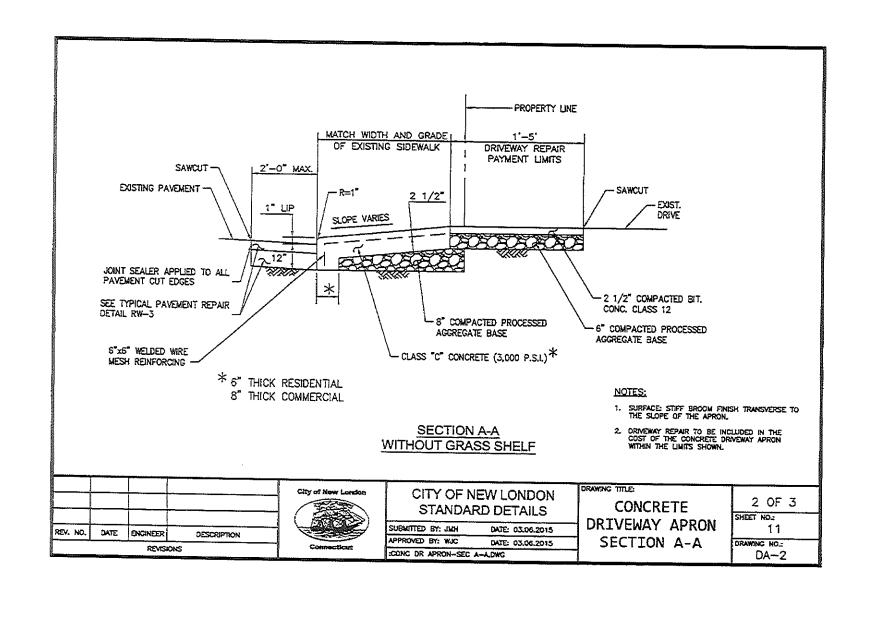






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