

TOWN OF CHESHIRE, CONNECTICUT

INVITATION TO BID

**ROADWAY RECONSTRUCTION OF
EAST JOHNSON AVENUE
(PHASE I)**

ITB# 2324-05

JULY 25, 2023

INVITATION TO BID

Bid Number: #2324-05
Bid Issue Date: July 25, 2023
Bid Opening Date: August 15, 2023
Bid Opening Time: 11:00 AM
Bid Drop Off Place: Cheshire Town Hall, Room 213
Bid Opening Place: Cheshire Town Hall, Room 207/209

The Town of Cheshire is seeking bids from qualified, responsible contractors for performing all work associated with the reconstruction of East Johnson Avenue (between McCausland Court and approximately 1,100 feet west of Cheshire Street) to an industrial standard. Work includes, but is not limited to, demolition, erosion control, earth excavation, filling, site grading, replace and/or reset drainage & utility structures, paving, and loaming & seeding of disturbed areas.

The Town will award a contract, if at all, to the lowest responsible and qualified bidder. "Lowest qualified and responsible bidder" means the bidder whose bid is determined by the Town to be the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work. The Town reserves the right to reject all bids and reserves the right to waive technical defects in a bid.

One (1) original, two (2) copies, and one thumb-drive of sealed bids must be received in the Cheshire Town Hall, Room 213 (Department of Public Works and Engineering), 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the "Town") will not accept submissions by e-mail or fax. The Town will reject Bids received after the date and time noted above.

The documents comprising the Invitation to Bid ("ITB") may be obtained on the Town's website, www.cheshirect.org under "Bids and RFPs". **Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its Bid in accordance with the ITB as modified by the addenda.**

Bids shall be held firm and cannot be withdrawn for sixty (60) calendar days after the bid opening date.

The Town reserves the right to amend or terminate this ITB, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the bid to the Bidder that, in the Town's sole discretion and judgment, will be in the Town's best interests. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Notice of Award shall not convey any rights or interests to a successful bidder. All awards are contingent upon approval of the Town Council for the Town of Cheshire and execution of the contract provided by the Town.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to contract compliance requirements.

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- ❖ Bidder's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- ❖ Bidder's Non-Collusion Affidavit
- ❖ Bidder's Statement of References
- ❖ The Contract in the draft form attached
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STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Cheshire (the "Town") is soliciting sealed Bids for **ROADWAY RECONSTRUCTION OF EAST JOHNSON AVENUE – PHASE I (ITB #2324-05)**. This ITB is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful Bidder.

Interested parties should submit a Bid in accordance with the requirements and directions contained in this ITB. **Bidders are prohibited from contacting any Town employee, officer or official concerning this ITB, except as set forth in Section 6, below. A Bidder's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Bidders and any other documents comprising this ITB, these Standard Instructions to Bidders shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE ITB OR CONTRACT

The Town may, before or after Bid opening and in its sole discretion, clarify, modify, amend or terminate this ITB if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.cheshirect.org, under "Bids and RFPs." **Each Bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its Bid in accordance with the ITB as modified by the addenda.**

3. KEY DATES

ITB Issue Date:	July 25, 2023
Pre-Bid Site Visit:	"THIS ITEM IS NOT APPLICABLE TO THIS ITB"
Bid Opening:	August 15, 2023 at 11:00AM
Preliminary Notice of Award:	August 29, 2023
Contract Execution:	September 5, 2023

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. OBTAINING THE ITB

All documents that are a part of this Request for Bid may be obtained on the Town's website, www.cheshirect.org, under "Bids and RFPs."

5. BID SUBMISSION INSTRUCTIONS

Bids must be received in the Cheshire Town Hall, **Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410** prior to the date and time the Bids are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery. The Town will **NOT** accept late Bids.

One (1) original, two (2) copies, and one thumb-drive of all Bid documents must be submitted in sealed, opaque envelopes clearly labeled with the Bidder's name, the Bidder's address, the words "**BID DOCUMENTS,**" and the **Bid Title, Bid Number and Bid Opening Date**. The Town may decline to accept Bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such Bid documents and inform the Bidder that the Bid documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Bid Form included in this ITB. All blank spaces for Bid prices must be completed in ink or be typewritten; Bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the Bids are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the Bids, investigate the Bidders' qualifications, secure any required municipal approvals, and execute a binding contract with the successful Bidder.

An authorized person representing the legal entity of the Bidder must sign the Bid Form and all other forms included in this ITB.

6. QUESTIONS AND AMENDMENTS

Questions concerning the ITB's Documents are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name:	Marek L. Kement, P.E.,L.S.
Department:	Public Works and Engineering
E-mail:	mkement@cheshirect.org
Fax:	203-271-6659

Bidders are prohibited from contacting any other Town employee, officer or official concerning this ITB. A Bidder's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from Bidder no later than seven (7) business days before the Bid opening date. Questions received after the foregoing deadline will not be answered. That representative will confirm receipt of a Bidder's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this ITB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to Bid opening, the Town will post any addenda on the Town's website, www.cheshirect.org, under "Bids and ITBs." **Each Bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its Bid in accordance with the ITB as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representative(s) listed above, shall be effective to waive, change or otherwise modify any of the provisions of this ITB, and no Bidder shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

- 7.1 **DELIVERY/TIME FOR PERFORMANCE.** TIME IS OF THE ESSENCE with regard to the performance of the services procured through this ITB and the Contract to be entered into by the Town with the selected Bidder, if any. Strict compliance with and adherence to the schedule for the services and the Contract is mandatory. If, in the sole opinion of the Town, the selected Bidder is not adhering to the contract schedule, upon forty-eight (48) hours written notice from the Town to the selected Bidder, the Town shall have the right to direct the Bidder to increase its manpower to meet the established project schedule (including any milestones) without additional compensation. Any and all such additional labor or supervision shall be at Bidder's sole cost and expense and may include, but shall not be limited to, the Town directing the selected Bidder to work overtime, work weekends, or any combination thereof, without any additional compensation being due to Bidder for such additional personnel. In addition, the Town shall have the right but not the obligation to supplement the Bidder's forces with that of another vendor in order to achieve compliance with the project schedule. All costs attributable to the supplemental labor and supervision of same shall be the sole obligation and responsibility of the selected Bidder. Failure to strictly adhere to the schedule (including any milestones) and the provisions of this paragraph 7.1 shall constitute a material default of Bidder's contractual obligations and entitle the Town, in its discretion, to all remedies for default set forth in the contract.
- 7.2 **TERMINATION OF CONTRACT:** Contracts shall remain in force for the period within which the selected Bidder must perform as set forth in the Bid, unless an extension has been agreed upon as evidenced by a contract extension executed in writing by both the selected Bidder and the Town.
- 7.3 **ASSIGNMENT:** Bidder shall not assign, transfer or subcontract this contract or its obligations hereunder without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion.
- 7.4 **DEFAULT:** The contract may be terminated by the Town by written notice of default to the upon non-performance or breach of the contract terms. The awarded Bidder shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from Bidder and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the Bidder until resolution of the dispute.
- 7.5 **CONFLICT:** To the extent any of the contract terms set forth herein conflict with the terms of the form Contract entered into by the parties, the Contract terms shall control.

- 7.6 **COVID-19:** Bidders shall anticipate and incorporate into their Bids all potential costs and delays related to a public health emergency such as the COVID-19 coronavirus pandemic, including the cost of compliance with rules, regulations, guidelines and recommendations issued by public authorities. Potential costs may include but are not limited to, costs related to inefficiency, lost productivity, delays of performance, social distancing, manpower levels, project scheduling, coordination, material/product supply chain delays and disruptions, delivery delays, material escalation, and any other potential costs. In no event shall the Town be liable for any such costs and/or delays.
- 7.7 **COMPLIANCE with Requirements of Funding Source:** The project is being funded, in part, with funds from the State of Connecticut Small Town Economic Assistance Program ("STEAP"). The successful Bidder shall comply with all guidelines and requirements for STEAP funded projects, as well as all federal, state and local laws, ordinances, regulations and municipal Charter requirements.
- 7.8 **Acknowledgement of Market Conditions:** Bidders acknowledge, by submitting a Bid, that inflationary market conditions exist. Bidder has priced increased and escalated labor, equipment and material costs into its Bid and taken into consideration the market conditions when pricing the work.
- 7.9 **CLARIFICATION:** The Town reserves the right, either before or after the opening of Bids, to ask any Bidder to clarify its Bid or to submit any additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING BID

Each Bidder's costs incurred in developing its Bid are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF BIDS

All Bids submitted become the Town's property and will not be returned to Bidders.

10. FREEDOM OF INFORMATION ACT

All information submitted in a Bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A Bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A Bidder must identify specifically the pages and portions of its Bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a Bidder's Confidential Information, it will promptly notify the Bidder in writing of such request and provide the Bidder with a copy of any written disclosure request. The Bidder may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice

the basis for its objection, including the statutory exemption(s) from disclosure. The Bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

In its Bid Form each Bidder must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this ITB, including but not limited to any of the Contract Terms contained in Section 26, below;
- If it is listed on the State of Connecticut's or United States Government (including any agency thereof) Debarment List;
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitration and litigation matters in which the Bidder or any of its principals (regardless of place of employment) has been involved within the last seven (7) years;
- All criminal proceedings in which the Bidder or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of Bids or bids or the performance of work on public works projects or contracts.

A Bidder's acceptability based on these disclosures lies solely in the Town's discretion. A failure to disclose or an inaccurate response shall, in the Town's sole discretion, be grounds for disqualification.

12. REFERENCES

Each Bidder must complete and submit the Bidder's Statement of References form included in this ITB.

13. LEGAL STATUS

If a Bidder is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any Bidder's legal status.

14. BID (BID) SECURITY

Each Bid must be accompanied by a certified check of the Bidder or a Bid (bid) bond with a surety acceptable to the Town in an amount of equal to at least **FIVE PERCENT (5%)** of the Bid amount for all contracts exceeding \$50,000. The Bid (bid) bond shall be written by a company or companies

licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an "A-" VIII policyholders rating as reported in the latest edition of Best Publication's Key Rating Guide. The successful Bidder, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this ITB within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its Bid.

Upon the successful Bidder's execution of the Contract in the form enclosed with this ITB, the Town shall return the Bid (bid) security to the successful Bidder and to all other Bidders. By submitting a Bid, the Bidder expressly agrees that if awarded a contract for the Project, the Bidder shall, within five (5) business days of receipt of notice of award, sign the contract provided by the Town without alteration or modification by the Bidder.

15. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

Each Bidder is responsible for having read and understood each document in this ITB and any addenda issued by the Town. A Bidder's failure to have reviewed all information that is part of or applicable to this ITB, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its Bid or the obligations related thereto.

Each Bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this ITB or the performance of the work described herein.

By submitting a Bid, each Bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this ITB, and it is capable of performing the work to achieve the Town's objectives. If applicable, each Bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its Bid.

16. SUBSTITUTIONS

(THIS ITEM IS NOT APPLICABLE TO THIS ITB)

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

18. INSURANCE

The successful Bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this ITB. The Town reserves the right to require from the successful Bidder a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

The successful Bidder shall furnish security covering the faithful performance of the Contract (the "Performance Security") if the contract exceeds \$25,000. The Performance Security shall be in the form of a surety bond for the full amount of the contract, and in a form reasonably acceptable to the Town. The Performance Security shall be issued by a company licensed by the State of Connecticut that is a T List surety and has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Performance Security shall be included in the Bid price.

In addition to the Performance Security, the successful Bidder shall furnish a bond covering the successful Bidder's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond"). The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide and is on the T List. The cost of the Payment Bond shall be included in the Bid price.

The Payment Bond and Performance Bond shall be provided to the Town no later than the execution of the contract and in, all cases, PRIOR to the commencement of work.

20. DELIVERY ARRANGEMENTS

The successful Bidder shall deliver the items that are the subject of the ITB, at its sole cost and expense, to the location(s) listed in the Specifications.

21. AWARD CRITERIA / SELECTION / CONTRACT EXECUTION

All Bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this ITB. Bidders may be present at the opening.

The Town reserves the right to correct, after Bidder verification, any mistake in a Bid that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a Bid, reject all Bids, and waive any informalities or non-material deficiencies in a Bid. The Town also reserves the right, if applicable, to award the purchase of individual items under this ITB to any combination of separate Bids or Bidders.

The Town will accept the Bid that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most ITBs, it will not be the only basis for award. Due consideration may also be given to a Bidder's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this ITB.

The Town will not award the Bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, charge, contract, security or any other obligation.

If the lowest Bidder meets all specifications, is responsive, and, if applicable, qualified, but the Bid is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all Bids, to accept a higher Bid, or to take such other action as may be in the Town's best interests.

The Town will select the Bid that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful Bidder. The award may be subject to further discussions with the Bidder. **The making of a preliminary award to a Bidder does not provide the Bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Bidder has rights, and the Town has obligations, only if and when a Contract is fully executed by the Town and the Bidder.**

If the Bidder does not execute the Contract within five (5) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any Bid security provided by the Bidder and may enter into discussions with another Bidder.

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

Each Bidder must submit a completed Bidder's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this ITB. Bidders with fewer than ten (10) employees should indicate that fact on the form and return the form with their Bids.

23. NONRESIDENT REAL PROPERTY CONSTRUCTION CONTRACTORS

If the successful Bidder is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with a copy of the requisite certificate of compliance set forth in § 12-430(7)(E). The successful Bidder agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful Bidder's activities under the Contract.

The successful Bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful Bidder's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a Bid, each Bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each Bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9,

for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful Bidder shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful Bidder or its subcontractor. The successful Bidder shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful Bidder's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. NON COLLUSION AFFIDAVIT

Each Bidder shall submit a completed Bidder's Non Collusion Affidavit that is part of this ITB.

26. MUNICIPAL PUBLIC WORKS CONTRACT REQUIREMENTS

(THIS ITEM IS NOT APPLICABLE TO THIS ITB)

27. CONTRACT TERMS

A contract template has been provided with this Request for Bid. By submitting a Bid, the Bidder acknowledges and agrees that it will execute the contract submitted to it for execution by the Town, without alteration or modification by the Bidder, within five (5) days of receipt of notice of award. The following provisions are among the mandatory terms of the Town's Contract with the successful Bidder. If a Bidder is unwilling or unable to meet any of these Contract Terms, it must disclose that inability or unwillingness in its Bid Form (see Section 11 of these Standard Instructions to Bidders):

a. **DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful Bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers, boards, commissions, committees, and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful Bidder's performance of the contract, including but not limited to Bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the ITB or the Contract. The successful Bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful Bidder's insurance. Nothing in this section shall obligate the successful Bidder to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.]

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful Bidder, or anyone directly or indirectly employed or contracted with by the successful

Bidder, or anyone for whose acts or omissions the successful Bidder is or may be liable, the successful Bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful Bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful Bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful Bidder's obligations under this section, which obligations shall survive the termination or expiration of this ITB and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful Bidder.

b. ADVERTISING

The successful Bidder shall not name the Town in any advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful Bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful Bidder to do so is not a statement about the quality of the successful Bidder's work or the Town's endorsement of the successful Bidder.

c. W-9 FORM

The successful Bidder must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Bidders are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications or Contract.

"In each of its contracts with subcontractors or materials suppliers, the successful Bidder shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful Bidder receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful Bidder shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful Bidder, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful Bidder shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices."

e. TOWN INSPECTION OF WORK/PRODUCTS

The Town may inspect the successful Bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful Bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

Work shall conform with the State of Connecticut Department of Transportation Form 818 and the Town of Cheshire Guidelines and Specifications for Public Improvements which are available on the Town's website at: www.cheshirect.org

Should an apparent conflict between these two specifications arise then the Contractor shall submit a request for resolution of the discrepancy in writing and the Town shall respond in writing as to which better satisfies the intent of the design and will take precedence.

f. REJECTED WORK OR MATERIALS

The successful Bidder, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful Bidder shall maintain all records related to the work described in the ITB for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful Bidder shall provide the Town with written notice of the identity (full legal name street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful Bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful Bidder shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful Bidder. The successful Bidder shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful Bidder also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful Bidder shall assure compliance with all requirements of the Contract. The successful Bidder shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. PREVAILING WAGES

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town. A successful Bidder who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. Upon Contract award, the successful Bidder must certify under oath to the State Labor Commissioner the pay scale to be used by the successful Bidder and its subcontractors. The applicable prevailing wage rates are included with this ITB.

j. PREFERENCES

The successful Bidder shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful Bidder agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in New Haven County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

k. WORKERS COMPENSATION

Prior to commencing work on the Project, the successful Bidder shall furnish to the Town (1) sufficient evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Conn. Gen. Stat. section 31-284, and (2) a current statement from the State Treasurer that, to the best of his knowledge and belief, as of the date of the statement, the particular party was not liable to the state for any workers' compensation payments made pursuant to section 31-355. Contact the State Treasurer's Office for such statements.

Prior to Contract execution, the Town will require the tentative successful Bidder to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful Bidder was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY

The successful Bidder and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours 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. Such proof shall be provided with

the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. COMPLIANCE WITH LAWS

The successful Bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its Bid and the performance of the Contract, including but not limited to:

1. **Non-Discrimination and Affirmative Action.** Bidder, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Bidder that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Bidder further agrees that this article, (and any additional provisions required by law), will be incorporated by Bidder in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" are hereby deemed to be included in all Town bid documents, purchase orders, lease and contracts entered into with the Town. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes (CGS), Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972.

Because this project is funded in whole or in part by State funds, CGS Sections 46a-68c through 46a-68k apply to contractors. These Sections trigger affirmative action plan requirements for contractors and the filing of compliance reports with the State by contractors.

2. **Executive Orders.** The contract may be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning

violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. **Connecticut's Prevailing Wage Law Provision.** If applicable, the Bidder must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is \$1,000,000 or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is \$100,000 or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the Bidder's monthly certificate for payment. The Bidders should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
4. **Occupational Safety and Health Administration Requirements.** According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least \$100,000 shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
5. **Payment Bond/Performance Bond State Law Requirements.** CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over \$100,000. When a contract for construction, alteration, remodeling, repair or demolition of

any public building is estimated to cost more than \$500,000 additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

6. **State of Connecticut Contractor Prequalification Program.** CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than \$500,000, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed \$500,000, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.
7. **Non-Resident Contractor 5% Tax For Contracts.** CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least \$250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing Department.
8. **Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE).** If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with CGS Section 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the Bidder is required to

undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town. If there is a set-aside goal, the Town and Bidder shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.)

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

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, gender identity or expression, status as a veteran, intellectual disability, mental disability 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; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability 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;

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 on Human Rights and Opportunities;

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;

The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Connecticut CHRO pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

The contractor agrees to provide the CHRO 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 relate to the provisions of this section and section 46a-56.

The contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on the project.

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;

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;

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; and

The contractor agrees to provide the CHRO 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 which relate to the provisions of this section and section 46a-56.

9. If a project or program is funded in whole or in part with federal funds, the Federal Uniform Guidance Procurement Standards, 2 CFR §§ 200.317-200.327, shall apply and full compliance by Bidder with same shall be required.
10. The successful Bidder shall:
 - (a) comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;
 - (b) cooperate fully with the Connecticut CHRO;
 - (c) submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be prescribed by the commission;
 - (d) provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and sub- contracts;
 - (e) make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
 - (f) maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever

is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

- (g) not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;
- (h) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review; and
- (i) include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met; and
- (j) undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

11. Contractor shall comply in all respects with the requirements of Connecticut General Statutes Section 4a-60g (Set-aside programs for small contractors and minority business enterprises).

n. LICENSES AND PERMITS

The successful Bidder certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful Bidder shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

p. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of any court of the State of Connecticut, as applicable.

s. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful Bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful Bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful Bidder shall be solely responsible for any applicable taxes.

t. COMPLIANCE WITH SOLID WASTE DISPOSAL ACT

The successful Bidder shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

u. NON-DISCRIMINATION

The successful Bidder agrees to comply with Executive Order 11246, including the inclusion of the Equal Employment Opportunity Clause in every contract and purchase order entered into with subcontractors and suppliers as required by 41 CFR 60-1.4, as supplemented by the Department of Labor Regulations. No person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of the Contract. Bidders agree that contractors and subcontractors on this Project shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

END OF STANDARD INSTRUCTIONS TO BIDDERS

GENERAL SPECIFICATIONS

DESCRIPTION:

The Town of Cheshire is seeking Bids from qualified contractors for performing all work associated with the reconstruction of East Johnson Avenue (between McCausland Court and approximately 1,100 feet west of Cheshire Street) to an industrial standard. Work includes, but is not limited to, demolition, erosion control, earth excavation, filling, site grading, replace and/or reset drainage & utility structures, paving, and loaming & seeding of disturbed areas.

All work shall be in accordance with and as described on the project plan set entitled:

“Plan for the Roadway Reconstruction East Johnson Avenue” (Phase I – STA 45+00 to STA 64+16) prepared for the Town of Cheshire, dated 7/10/23, sheets 1-26 of 26 prepared by Cardinal Engineering Associates.

Work shall conform to the State of Connecticut Department of Transportation (CTDOT) Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, dated 2020 through Supplemental Specifications dated January 2022 (referred to herein after at “Form 818”) and the Town of Cheshire Guidelines and Specification for Public Improvements (referred to herein as “Public Improvements”) and the following special provisions.

The Public Improvements are available on the Town’s website at: <https://www.cheshirect.org/>

CTDOT Form 818 are available electronically at: <https://portal.ct.gov/DOT/IT/ConnDOT-Publications-Manuals>

GENERAL:

Specification amendments or supplements that apply throughout Form 818 are outlined below:

1. Replace the word “State” and the word “Department, wherever they appear, with the word “Town” throughout Form 818.
2. Method of Measurement: Work for these items will not be measured separately for payment unless additions, deletions or modifications to the Work are ordered by the Town of Cheshire through a formally issued Change Order.
3. Basis for Payment: Work items for this project will not be paid for separately unless additions, deletions or modifications to the Work are ordered by the Town of Cheshire through a formally issued Change Order. Progress payments will be made against the Unit Prices provided for items contained in the Bid Form for the entire project, using an approved Schedule of Values.

SCHEDULE OF VALUES

The apparent successful Bidder must submit, prior to the execution of an Agreement, a preliminary schedule of values for all of the Work. The preliminary schedule of values must be submitted after

Bidding by the apparent low Bidder, and the schedule of values must be deemed acceptable by the Town Engineer before the Agreement is executed.

MATERIALS:

The Contractor owns all materials to be removed from the site except those noted to be salvaged and is responsible for its suitable disposal.

SUBMITTALS:

The Contractor shall submit one (1) copy of each material certification/product data sheet required. Submittals shall be submitted digital only. See special provisions for any specific submittal requirements.

SUPERVISION AND INSPECTION:

This project will be supervised and inspected by the Municipality or its authorized agent. The "Notice to Proceed", stipulating the date on which the Contractor will begin the construction and from which date the contract time will be charged, will be issued by the Municipality.

VERIFICATION OF EXISTING CONDITIONS:

Included in this contract is the modification, alteration and/or addition to existing structures. Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from information shown on the plans or contained elsewhere in the specifications.

ACCESS AND EGRESS:

The Contractor is hereby made aware that due to the nature of the commercial properties, a large portion of the traffic in the project area consists of heavy vehicles (including multiple-axle trucks and trucks with trailers) with extended hours of operation. The Contractor shall schedule their operations so that access to and egress from any commercial and/or residential properties is maintained during their hours of operation.

COORDINATION OF WORK:

The Contractor shall coordinate with the Town and its agent accordingly. The Contractor's allowable work hours at the site are limited to the following:

- Monday through Friday between 7:30AM and 5:30PM; and
- Saturday between 8:00AM and 2:00PM

CONTRACT TIME:

The contract time for this project is **seventy-five (75) consecutive calendar days**, starting on the Notice to Proceed date, and does not allow for a winter shutdown period.

LIQUIDATED DAMAGES:

The Contractor is hereby notified that if the project is not substantially complete within the specified contract time stated above, liquidated damages in the amount of **one thousand one hundred dollars (\$1,100.00)** per consecutive calendar day beyond the aforementioned substantial completion date shall be assessed against the Contractor, not as a penalty, but to compensate the Town for the estimated, reasonable costs to be incurred by the Town in the event of Contractor's failure to achieve timely completion.

PERMITS:

The Contractor is hereby notified that all permit approvals (contained elsewhere in these specifications) shall be made a part of this Contract, and that the Contractor shall be bound to comply with all requirements of such permits and permit applications as though the Contractor were the permittee.

The requirements and conditions set forth in the permit shall be binding on the Contractor just as any other specification would be. In the case of a conflict between a provision of the environmental permit or permit application and another provision in the contract documents, the former shall govern.

PORTABLE CHEMICAL TOILET FACILITY:

The Contractor shall furnish one (1) portable chemical toilet for the entire duration of the contract time period to support this construction project. There shall be no separate measurement and payment for this portable chemical toilet, as it shall be included under the Lump Sum Contract Work.

CONSTRUCTION STAKING:

Construction stakeout is the responsibility of the Contractor and it shall be included under the Lump Sum Contract Work. Survey information, if any, shall be provided to the Contractor.

TESTING:

The Contractor is hereby notified that the Town shall perform all in place soils density tests as deemed necessary to ensure proper soils and bituminous pavement compaction.

SUBSURFACE INVESTIGATIONS:

Limited subsurface investigations have been conducted that involved analysis of the existing road base material. The following information from soil borings conducted in April 2023 is included for information only in Appendix A.

CALL-BEFORE- YOU- DIG (CBYD):

The Contractor is hereby notified that he shall contact Call-Before-You-Dig (CBYD) 1-800-922-4455 www.cbyd.com and obtain authorization prior to start of work as required by law. Contractor shall renew CBYD tickets as required for the duration of construction.

END OF GENERAL SPECIFICATIONS

SPECIAL PROVISIONS

(Special Provisions are provided starting on the following page)

**SECTION 01200
SUMMARY OF WORK**

1.00 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract apply to the work specified in this Section.

1.02 GENERAL REQUIREMENTS

- A. Verify location of underground utilities, including those utilities, active or abandoned, which may not be shown on the plans. Call-Before-You-Dig 1-800-922-4455. Notify the Town Engineer of any underground features discovered during construction.
- B. The Contractor shall perform work so as to protect existing utilities including overhead wires, poles, guy wires, structures, and underground services. Conflicts between the proposed work and existing services such as gas, water, electric or other services, shall be reported to the Town Engineer immediately.
- C. Provide and maintain protective barriers, barricades and construction warning signs as necessary to protect pedestrians, working personnel, vehicles, private property, and work as it is installed.
- D. Attend a pre-construction meeting with the Town after utilities have been marked and any discrepancies have been noted. Administer weekly job meetings with the Town Engineer.
- E. Provide submittals including but not limited to schedule of submittals, schedule of values, construction progress schedule, material certificates, cut sheets and shop drawings to the Town Engineer for approval prior to ordering. Submit manufacturer's shop drawings for all pre-cast structures.
- F. Remove and dispose of all excess or unsuitable material off-site in a proper manner. The site shall be kept clean and free of debris or rubbish.
- G. Notify the Town Engineer immediately if any conflicts or discrepancies are encountered.
- H. Restore, repair, or replace all features disturbed during construction.
- I. Sweep roadway and driveways each day as required. Disturbed areas shall be sprinkled with water as required to control dust. All rubbish and debris shall be removed from the site each day and be properly disposed of by the Contractor.
- J. Provide record documents, guarantees, warranties and bonds.

SECTION 01300
SUBMITTALS

1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the Contract apply to the work specified in this Section.

1.02 SECTION INCLUDES

- A. Schedule of Submittals
- B. Construction Progress Schedule
- C. Schedule of Values
- D. Shop Drawings
- E. Product Data
- F. Manufacturer's Instruction
- G. Application for Payment
- H. Certified payroll

1.03 PROCEDURES

- A. Digital pdf files of the submittals shall be submitted to the Cheshire Town Engineer at mkement@cheshirect.org.
- B. All submittals shall be accompanied by a completed transmittal form accepted by the Town Engineer. The form shall identify: Project, preparer of the submittal, date, name and address of Contractor, Subcontractor, Supplier, and manufacturer; identify pertinent drawing sheet, detail, and Specification Section number, as appropriate; and identify deviations from Contract Documents. Provide space for Contractor and Engineer review stamps.
- C. Submit initial progress schedules, schedule of submittals, and schedule of values prior to initiation of work. After review by Engineer, revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
- D. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- E. After Town Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Distribute copies of reviewed submittals to Owner and concerned persons. Instruct recipients to promptly report any inability to comply with provisions

2.00 PRODUCTS

2.01 SCHEDULE OF SUBMITTALS

- A. Prior to the initiation of work, the Contractor shall submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery.
- B. Coordinate Schedule of Submittals with list of subcontracts, the Schedule of Values, and Construction Progress Schedule.

2.02 CONSTRUCTION PROGRESS SCHEDULE

- A. Prior to the initiation of work, the Contractor shall submit a schedule of the anticipated starting and completion dates for the various activities. The schedule shall be in a form approved by the Engineer and shall correspond to the schedule of Values.
- B. The Contractor shall issue an up-to-date progress schedule to the Engineer, along with each application for payment.
- C. It shall be the Contractor's responsibility to notify and coordinate their work with the local utility companies, local fire & police departments, and the Cheshire Department of Public Works and Engineering.

2.03 SCHEDULE OF VALUES

- A. Prior to the initiation of work, the Contractor shall submit a Schedule of Values allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. The schedule shall be in a form approved by the Town Engineer.
- B. The Contractor shall issue an up-to-date schedule of values to the Town Engineer, along with each application for payment.

2.04 SHOP DRAWINGS

- A. Shop Drawings shall be complete, giving all information necessary or requested in the individual section of the specifications. They shall also show adjoining Work and details of connection thereto.
- B. Shop Drawings shall be for whole systems. Partial submissions will not be accepted.
- C. The Town Engineer reserves the right to review and approve shop drawings only after approval of related product data and samples.

- D. Shop drawings shall be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Engineer's stamp.
- E. When the Shop Drawing is returned by the Town Engineer with the stamp "Revise and Resubmit" or "Disapproved", the Contractor shall correct the original drawing or prepare a new drawing and resubmit to the Town Engineer for approval. This procedure shall be repeated until the Town Engineer's approval is obtained.
- F. When the Shop Drawing is returned by the Town Engineer with the stamp "Approved" or "Approved as Corrected", the Contractor shall provide and distribute prints for all Subcontractors.
- G. The Contractor shall maintain one full set of approved shop drawings at the site.

2.05 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- B. Submit the number of copies that Contractor requires, plus two copies, which will be retained by the Town Engineer.

2.06 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.

2.07 APPLICATION FOR PAYMENT

- A. The Application for Payment form to be used on this Project is EJCDC No. C-620.

2.08 CERTIFIED PAYROLL

- A. Along with the submittal of each Application for Payment, the Contractor shall provide written certification that they and their respective subcontractors have complied with the Prevailing Wage Rate requirements established by the State of Connecticut Department of Labor for the period during which the work is performed. Certified payroll shall be submitted in a form approved by the Town Engineer.

SECTION 01730
CONTRACT CLOSEOUT

1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.02 SECTION INCLUDES

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Final Inspection.
- D. Project Record Documents.
- E. Guarantees, Warranties, and Bonds.

1.03 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Furnish warranties and bonds for items so listed in pertinent other sections of the Contract Documents.
- C. Provide evidence of payment and release of liens.

1.04 FINAL CLEANING

- A. Execute prior to Final Inspection.
- B. Repair, patch, and touch up marred surfaces to the specified finish, to match adjacent surfaces.
- C. In cleaning items with manufacturer's finish or items previously finished by a Subcontractor, care shall be taken not to damage such manufacturer's or Subcontractor's finish. Any damage to finishes caused by cleaning operations shall be repaired at the Contractor's expense.
- D. Broom clean exposed concrete surfaces and paved surfaces. Rake clean other surfaces of grounds.
- E. Remove waste and surplus materials, rubbish and construction facilities from the Project and from the site.

1.05 FINAL INSPECTION

- A. Upon completion of final cleaning, the Contractor shall notify the Town Engineer who shall then arrange for final inspection. At the time of final inspection of the work performed under the Contract, all work covered by the Drawings and these Specifications shall be complete in every respect and in perfect operating condition. All surplus materials of every character resulting from the work of this project shall have been removed from the site.
- B. Any defects discovered in any of the work as a result of the final inspection shall be corrected in accordance with the terms of the contract prior to final acceptance of the work.

1.06 RECORD CONTRACT DOCUMENTS

- A. Job set: Promptly following receipt of the Owner's Notice to Proceed, secure from the Town Engineer at no charge to the Contractor a complete set of all Contract Documents. Additional copies may be purchased by the Contractor.
- B. During the progress of the work, the Contractor shall maintain a current record set of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction.
- C. Manufacturers' and subcontractors', shop drawings, line-and-control diagrams, assembly and erection drawings, etc., shall also be corrected to indicate As-built conditions, and maintained as Record Contract Documents.
- D. Store Record Documents separate from those used for construction.
- E. Keep Record Documents current: do not permanently conceal any work until required information has been recorded.
- F. Accuracy of records:
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
 - 2. Make entries within 24 hours after receipt of information that the change has occurred. Date all entries.
- G. At the completion of the construction work and prior to acceptance of the project, the Contractor shall provide the marked-up Record Contract Documents to the Town Engineer.

1.07 GUARANTEES, WARRANTIES AND BONDS

- A. Except as otherwise specified, the Contractor shall guaranty all work against defects resulting from materials, workmanship, or equipment which are inferior, defective, or not in accordance with the terms of the Contract.
- B. All workmanship and materials shall be fully guaranteed for a period of one year after acceptance of the entire installation covered by this contract. Should any defects occur during the guaranteed period, the contractor shall repair and/or replace all defective equipment, material and/or work at no extra charge to the owner.
- C. Furnish fully executed guarantees, warranties and bonds to the Owner in accordance with the General Conditions.

2.00 PRODUCTS (Not Used)

3.00 EXECUTION (Not Used)

ITEM #0971001A - MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 - Description is supplemented by the following:

The Contractor shall maintain and protect traffic as follows:

EAST JOHNSON AVENUE

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction on a travel path not less than 11 ft in width.

Excepted there from will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation on a travel path not less than 11 ft in width. The length of the alternating one-way traffic operation shall not exceed 300 ft in length.

ALL OTHER ROADWAYS

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction on a travel path not less than 11 ft in width.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

Article 9.71.03 - Construction Method is supplemented as follows:

General

Travel paths shall be paved except that unpaved travel paths will only be permitted for areas requiring full depth and full width reconstruction. In which cases, the Contractor will be allowed to maintain traffic on unpaved surfaces for a duration not to exceed 10 calendar days. The unpaved section shall be the full width of the road and perpendicular to the travel lanes. traffic lane dividers shall be used as a centerline.

The Contractor is required to delineate any raised structures within the travel lanes so they are visible day and night unless there are specific contract plans and provisions to temporarily lower these structures prior to the completion of work.

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway section by the end of a workday (work night), or as directed by the Engineer.

All trenches shall be backfilled or covered with steel plates at the end of each work day. At no time will alternating one-way traffic patterns be allowed outside of normal work hours.

When the installation of all the intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall install the final course of bituminous concrete pavement.

When the Contractor is excavating adjacent to the roadway the Contractor shall provide a three foot shoulder between the work area and travel lanes with traffic drums spaced every 50 feet with in the three foot shoulder area. At the end of the workday if the vertical drop off exceeds 3 inches the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer. The cost of furnishing, installing and removing the material for the traversable slope shall be included in the contract lump sum price for M&PT.

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed except during the allowable periods.

Material Storage

The Contractor shall not store any material on site which would present a safety hazard to the motorists (e.g. fixed object or obstruct sight lines) or pedestrians.

Full Depth Reconstruction

During the allowable period, the Contractor shall on a daily basis excavate a reasonable length of existing roadway, prepare the subgrade and install the subbase and processed aggregate base to the permanent locations and elevations as shown on the cross sections or as directed by the Engineer.

Excavation and installation of subbase and processed aggregate base and all temporary connections to abutting driveways and existing roadways must be accomplished in a satisfactory manner prior to the end of each work day/night.

On the next to last day of the work week, the Contractor must ensure that the processed aggregate base layer has been completed and fine graded and is ready for the placement of the first course of bituminous concrete pavement.

On the last day of the work week (usually considered to be Friday), the Contractor shall install a sufficient number of intermediate courses of bituminous concrete pavement for that length of roadway that was prepared during the past four workdays. The final course of pavement shall not be installed at this time. Temporary pavement markings shall be installed on the intermediate course of bituminous concrete pavement mentioned above in accordance with Article 9.71.03 as contained in the Special Provision "Maintenance and Protection of Traffic".

When the installation of all the intermediate courses of bituminous concrete pavement is completed for an entire roadway, the Contractor shall install the final course of bituminous concrete pavement. Final pavement markings shall be installed on the final course of bituminous concrete pavement in accordance with Article 9.71.03 as contained in the Special Provision "Maintenance and Protection of Traffic".

INSURANCE REQUIREMENTS

The General Contractor and all Subcontractors shall carry the following insurances for the duration of the Project, in coordination with the GENERAL CONDITIONS OF THE CONTRACTOR FOR CONSTRUCTION AND THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. Insurance companies shall be licensed to do business in the State of Connecticut.

		(Minimum Limits)
General Liability*	Each Occurrence	\$2,000,000
	General Aggregate	\$3,000,000
	Products/Completed Operations Aggregate	\$3,000,000
Auto Liability*	Combined Single Limit (Each Accident)	\$1,000,000
Umbrella* (Excess Liability)	Combined single Limit (Each Occurrence)	\$2,000,000
	Aggregate	\$3,000,000

* The Town of Cheshire and State of Connecticut shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of 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.

Workers Compensation and Employers' Liability:

- a. Projects not involving roofing work: Statutory limits.
- b. Projects involving roofing work: Statutory limits Including employers' liability of \$500,000.00/\$500,000.00/\$500,000.00.

Special Hazards: For projects involving underground work or explosives provide per the limit of general liability insurance the following:

- a. Type C - Collapse or Structural Integrity
- b. Type U - Underground Damage
- c. Type X - Explosion or Blasting

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENTS

BID FORM

BIDDER'S FULL LEGAL NAME: _____

Pursuant to and in full compliance with the ITB, the undersigned Bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the ITB, including any addenda, hereby offers and agrees as follows:

A. LUMP SUM BASE BID: (PHASE I ONLY – STA 45+00 to STA 64+16)

To provide the products and/or services specified in, and upon the terms and conditions of, the ITB for the total LUMP SUM BASE BID of :

_____/100 Dollars
(write out in words)

(\$_____) (in numbers)

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned Bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the ITB. Except as otherwise expressly stated in the ITB, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to the ITB

_____ This Bid does not take exception to any requirement of the ITB, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Bidders.

OR

_____ This Bid takes exception(s) to certain of the ITB requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Bidders. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the Bidder on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the Bidder or any firm, corporation, partnership or association in which i.thas an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the Bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Bid?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the Bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the Bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the Bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of Bids or bids or the performance of work on public works projects or contracts?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

BID SECURITY

The Bidder has included herein the required certified check or Bid (bid) bond in the amount of 5% of the Bid amount.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE ITB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE. BIDDER AGREES THAT IT WILL SIGN CONTRACT PROVIDED BY THE TOWN, WITHOUT MODIFICATIONS OR ALTERATIONS, WITHIN FIVE (5) DAYS OF AWARD.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF BID FORM

LEGAL STATUS DISCLOSURE FORM

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Bidder's regular employees regularly in attendance to carry on the Bidder's business in the Bidder's own name. An office maintained, occupied and used by a Bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Bidder will not be considered a permanent place of business of the Bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

TOWN OF CHESHIRE, CONNECTICUT
ITB #2324-05

ROADWAY RECONSTRUCTION OF
EAST JOHNSON AVENUE (PHASE I)

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes

_____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes

_____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Sign on the next page

Bidder's Full Legal Name

(print)

Name and Title of Bidder's Authorized Representative

(signature)

Bidder's Representative, Duly Authorized

Date

BIDDER'S CERTIFICATION
**Concerning Equal Employment Opportunities
And Affirmative Action Policy**

I/we, the Bidder, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>) and will comply with federal Executive Order 11246 (<https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):
_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer.
- 9) I/we have read and understand the ITB Documents and all addenda, and our Bid has been made on the basis thereof.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

BIDDER'S NON COLLUSION AFFIDAVIT

The undersigned Bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the Bid is genuine; it is not a collusive or sham bid;
- (2) the Bidder developed the Bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the Bidder, its employees and agents have not communicated the contents of the Bid to any person not an employee or agent of the Bidder and will not communicate the Bid to any such person prior to the official opening of the Bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the Bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its Bid and make an award in accordance therewith.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
My Commission Expires:

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES

CONTRACT (DRAFT)

(SEE ATTACHED)

DRAFT AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year «2023»
(In words, indicate day, month and year.)

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

«Town of →Cheshire»« »
«84 South Main Street»
«→Cheshire, CT →06410»
« »
« »

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

« »« »

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

ROADWAY RECONSTRUCTION OF
EAST JOHNSON AVENUE
(PHASE I)

The Architect:NOT APPLICABLE
(Name, legal status, address and other information)

»
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

- .1 this Agreement signed by the Owner and Contractor;
- .2 the Contractor's Proposal in the amount (\$);
- .3 addenda ~~prepared by the Architect~~ as follows:

Number	Date	Pages
- .44 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .55 other documents, if any, identified as follows:

<< >>

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

«Commencement date shall be 2023 the date of execution of this » Agreement. »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« 15 ») calendar days from the date of commencement.

[« XX »] By the following date: « 2023. »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

«-» (\$ « \$ ») -Dollars.

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

Portion of the Work	Value
---------------------	-------

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

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

«-»

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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

See Contractor's Proposal.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment ~~certified by the Architect~~, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

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

« Within thirty (30) days of Contractor's submission of an Application for Payment based upon completed Work. Retainage of 5% shall be applied to and withheld from each payment. » »

~~§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)~~

~~« » % « »~~

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than «Two Million Dollars» (\$ «2,000,000.00») each occurrence, «Two Million Dollars» (\$ «2,000,000.00») general aggregate, and «Three Million Dollars» (\$ «3,000,000.00») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars» (\$ «1,000,000.00») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than «Five Hundred Thousand Dollars» (\$ «500,000.00») each accident, «Five Hundred Thousand Dollars» (\$ «500,000.00») each employee, and «Five Hundred Dollars» (\$ «500,000.00») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Excess/Umbrella	\$2,000,000.00

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other

causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 Prior to commencing the Work, Contractor shall provide payment and performance bonds to Owner from a surety authorized to issue bonds in Connecticut that is certified (T-listed) by the U.S. Department of Treasury. The bonds shall be in the amount of the Contract Sum.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

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

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

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

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

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

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

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

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of

such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the ~~Owner~~~~Architect~~ may withhold or nullify a ~~Certificate for~~ Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, ~~provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.~~

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

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

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's ~~and Architect's~~ information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

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

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

§ 8.4 Labor and Materials

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

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

§ 8.5 Warranty

The Contractor warrants to the Owner ~~and Architect~~ that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

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

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

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the ~~Architect~~~~Owner~~ shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

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

§ 8.10 Cutting and Patching

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

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

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

ARTICLE 9 ARCHITECT: INTENTIONALLY DELETED

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

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

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

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

~~§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.~~

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

~~§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.~~

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

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

ARTICLE 10 CHANGES IN THE WORK

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

§ 10.2 The ~~Owner~~~~Architect~~ may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE CONTRACT.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party. Under no circumstances shall Contractor be entitled to any damages, costs, fees or expenses attributable to delay. Contractor voluntarily, knowingly and unconditionally waives its rights to seek compensation for any delays Contractor incurs or claims to have incurred, including but in no way limited to unabsorbed overhead, idle equipment costs, lost profits, lost opportunities, consequential or incidental damages, costs due to suspension, acceleration or interruption and other similar types of damages.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the ~~Owner~~~~Architect~~ an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner ~~or Architect~~ may reasonably require, such as evidence of payments made to, and waivers of liens from,

subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 12.3 ~~Certificates for~~ Payment

The ~~Owner~~~~Architect~~ will, within ~~thirty (30)~~ ~~seven~~ days after receipt of the Contractor's Application for Payment, either (1) issue ~~to the Owner a Certificate for~~ Payment in the full amount of the Application for Payment, ~~with a copy to the Contractor~~; (2) issue ~~to the Owner a Certificate for~~ Payment for such amount as the ~~Owner~~~~Architect~~ determines is properly due, and notify the Contractor ~~and Owner~~ in writing of ~~Owner~~~~the Architect's~~ reasons for withholding certification in part; or (3) withhold ~~certification of the entire Application for~~ Payment ~~in its entirety~~, and notify the Contractor ~~and Owner of the Architect's of its~~ reason for withholding ~~payment~~~~certification~~ in whole. ~~If certification or notification is not made within such seven dayseven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.~~

§ 12.4 Progress Payments

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

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

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

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

§ 12.5 Substantial Completion

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

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the ~~Owner~~~~Architect~~ and the ~~Owner~~~~Architect~~ will make an inspection to determine whether the Work is substantially complete. When the ~~Owner~~~~Architect~~ determines that the Work is substantially complete, the ~~Owner~~~~Architect~~ shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the ~~Owner~~~~Architect~~ will inspect the Work. When the ~~Owner~~~~Architect~~ finds the Work acceptable and the Contract fully performed, the ~~Architect~~~~Owner~~ will promptly issue a final Certificate for Payment.

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

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Final payment shall not act as a release by Owner of any claims Owner may have against Contractor.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 14 CORRECTION OF WORK

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

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

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

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

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner ~~and Architect~~, terminate the Contract and recover from the Owner payment for Work executed ~~including reasonable overhead and profit, and costs incurred by reason of such termination.~~

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 ~~is otherwise~~ commits ~~guilty of a~~ substantial breach of a provision of the Contract Documents.

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

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

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

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

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, ~~and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

»

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

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

« »

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

PREVAILING WAGE INFORMATION

(SEE ATTACHED)

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 23-50480

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: Project Town: Cheshire
State#: FAP#:
Project: Roadway Reconstruction of East Johnson Avenue

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	45.21	29.05
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	39.92	34.47
2) Carpenters, Piledrivermen	37.61	27.61
2a) Diver Tenders	37.61	27.61
3) Divers	46.07	27.61
03a) Millwrights	38.02	28.41
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

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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

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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 AIR:-----		

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16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	34.76	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

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Heavy Duty Trailer (40 tons and over)	34.66	30.51 + a
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

As of: July 20, 2023

Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	45.14	27.80 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	44.67	27.80 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	41.69	27.80 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	41.69	27.80 + a
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Group 12: Wellpoint Operator.	41.61	27.80 + a
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Group 13: Compressor Battery Operator.	40.92	27.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	39.54	27.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	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	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20

As of: July 20, 2023

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 journeyman instructing and supervising the work of each apprentice in a specific trade.

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. 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

As of: July 20, 2023

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.



Opportunity ★ Guidance ★ Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

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

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

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

NOTICE

TO ALL CONTRACTING AGENCIES

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

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

Inquiries can be directed to 860.263.6790.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

Contracting Agency Certification Form

I, _____, acting in my official capacity as _____,
Authorized Representative Title
for _____, located at _____,
Contracting Agency Address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
Project name and number Address

shall be \$_____, which includes all work, regardless of whether such project
contains of one or more contracts.

Contractor Information

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return to:

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

Rate Schedule Issued (Date): _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

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.

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

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

- **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 are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer 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, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, 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 REVISION~

Truck Drivers are required 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.

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 ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

**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.

[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 WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109							
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:											
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																									
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION		DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY								
						S	M	T	W	TH	F	S				Total O/T Hours	FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING			LIST OTHER							
				Trade License Type & Number - OSHA 10 Certification Number		HOURS WORKED EACH DAY						TOTAL FRINGE BENEFIT PLAN CASH																	
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
12/9/2013												*IF REQUIRED																	
WWS-CP1												*SEE REVERSE SIDE												PAGE NUMBER ____OF					

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

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

Please specify the type of benefits provided:

- 1) Medical or hospital care _____
- 4) Disability_____
- 2) Pension or retirement _____
- 5) Vacation, holiday_____
- 3) Life Insurance _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

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

Section A:

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

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

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

(Signature)

(Title)

Submitted on (Date)

Weekly Payroll Certification For Public Works Projects (Continued)				PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Week-Ending Date: Contractor or Subcontractor Business Name:						
WEEKLY PAYROLL																				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S	FICA				FEDERAL	STATE	OTHER			
			Trade License Type & Number - OSHA								Total	TOTAL FRINGE BENEFIT PLAN								
			10 Certification Number	HOURS WORKED EACH DAY							O/T Hours	CASH								
												\$ Base Rate	1. \$							
													2. \$							
													3. \$							
													4. \$							
													5. \$							
													6. \$							
												\$ Cash Fringe	1. \$							
													2. \$							
													3. \$							
													4. \$							
													5. \$							
													6. \$							
												\$ Base Rate	1. \$							
													2. \$							
													3. \$							
													4. \$							
													5. \$							
													6. \$							
												\$ Cash Fringe	1. \$							
													2. \$							
													3. \$							
													4. \$							
													5. \$							
													6. \$							
												\$ Base Rate	1. \$							
													2. \$							
													3. \$							
													4. \$							
													5. \$							
													6. \$							
												\$ Cash Fringe	1. \$							
													2. \$							
													3. \$							
													4. \$							
													5. \$							
													6. \$							

12/9/2013
WWS-CP2

*IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER ____ OF

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109										
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										WEEKLY PAYROLL										
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09					
PAYROLL NUMBER 1	Week-Ending Date 9/26/09	PROJECT NAME & ADDRESS DOT 105-296, Route 82																		
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S					FICA	FEDERAL	STATE	LIST OTHER		
				20	21	22	23	24	25	26					WITH- HOLDING	WITH- HOLDING	WITH- HOLDING	LIST OTHER		
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		S-TIME 40 O-TIME	\$ 30.75 Base Rate \$ 8.82 Cash Fringe	1. \$ 5.80 2. \$ 3. \$ 2.01 4. \$ 5. \$ 6. \$	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		S-TIME 40 O-TIME	\$ 19.99 Base Rate \$ 16.63 Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					S-TIME 8 O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx
											S-TIME O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

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

Section A:

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

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

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

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

Section B: Applies to CONNDOT Projects ONLY

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

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

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-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

APPENDIX A
(SUBSURFACE INVESTIGATIONS)

(SEE ATTACHED)



Client: Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, CT 06450

Project: East Johnson Avenue, Cheshire, CT

Date: Wednesday, 19 April 2023

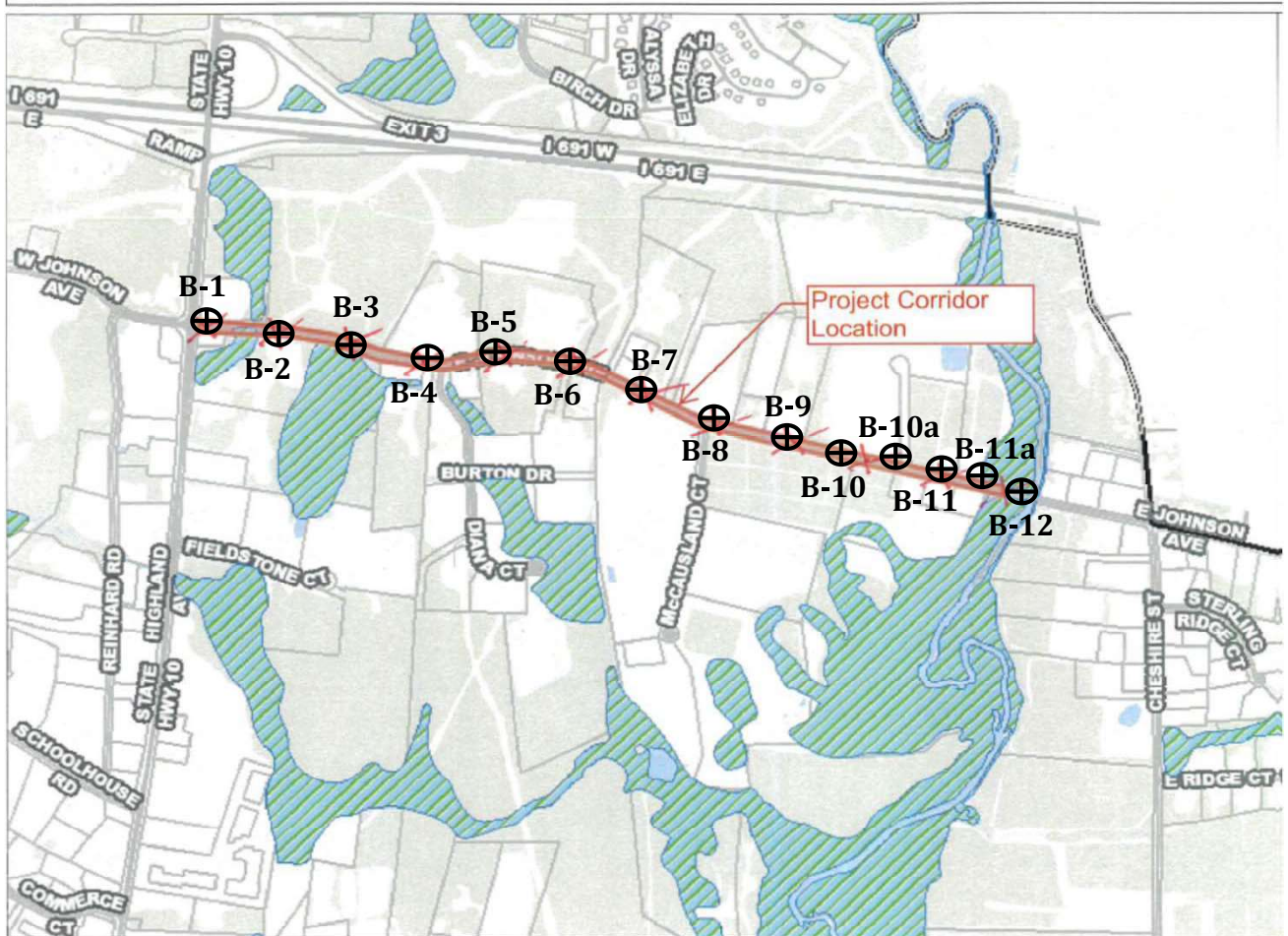
Project Manager: Joseph Cermola, III, P.E.

(203) 490-4777 63 Lancaster Drive, Beacon Falls, Connecticut 06403 www.site-llc.com

SITElog® Report

SITEmap

RFP #2223-30 East Johnson Avenue Rehabilitation



Sub-surface Investigations, Technology + Experience

Soil Borings * Rock Coring * Concrete Coring * Monitor Wells * Geoprobe * Recovery Wells * SITElog Reports



Client: Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, CT 06450

Project: East Johnson Avenue, Cheshire, CT

Date: Wednesday, 19 April 2023

Water: Not Observed

Ground Elev.:

Project Manager: Joseph Cermola, III, P.E.

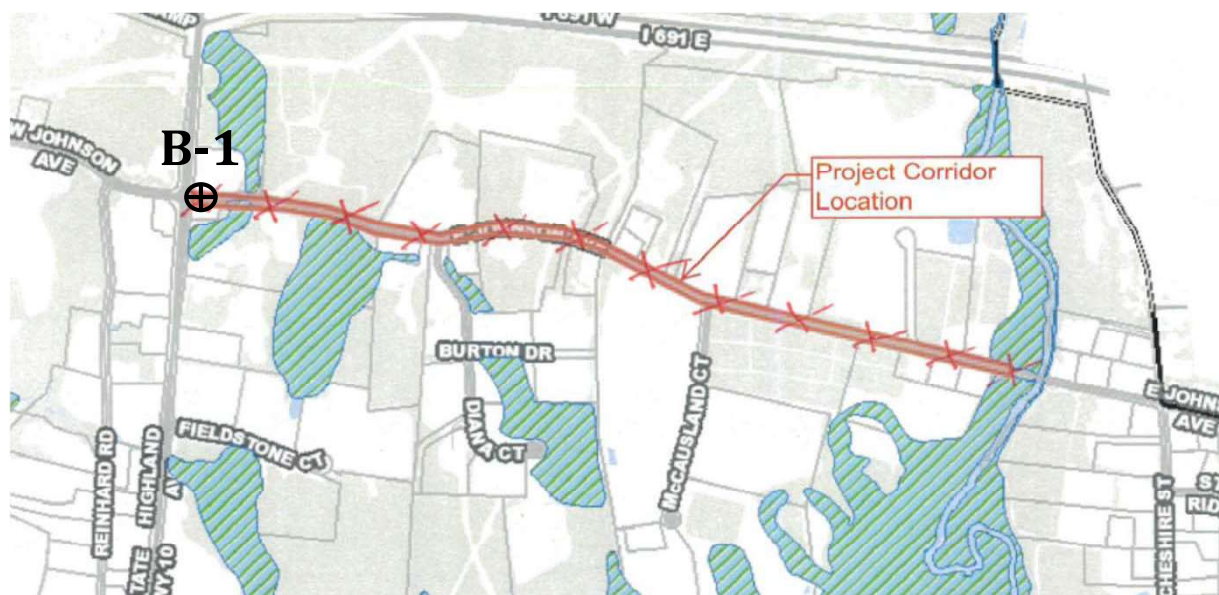
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SITElog® Report

B-1

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	15 14 18 16	Dry	0.33	bl	ASPHALT (4" thick)	FILL	1	24"	19"
			0.75	og	SAND, some Processed Stone (Base)				
3' to 4'	11 20	Damp	1.75	rb	SAND(m-f), trace Gravel(f)	FLUVIAL	2	12"	7"
			4.00	d. rb	SAND(m-f) & GRAVEL, trace Silt	TILL *			
					End of Exploration @ 4.00				
5'									
10'									
15'									
20'									
25'									
30'									
35'									

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d. - dark l. - light l/w - layered with m/w - mixed with



GPS Coord:

Driller Name:

Helper Name:

Drill Equip:

Hammer Wgt:

Sampler:

Casing:

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.

Sub-surface Investigations, Technology + Experience

Soil Borings * Rock Coring * Concrete Coring * Monitor Wells * Geoprobe * Recovery Wells * SITElog Reports



Client: Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, CT 06450

Project: East Johnson Avenue, Cheshire, CT

Date: Wednesday, 19 April 2023

Water: Not Observed

Ground Elev.:

Project Manager:

Joseph Cermola, III, P.E.

(203) 490-4777

63 Lancaster Drive, Beacon Falls, Connecticut 06403

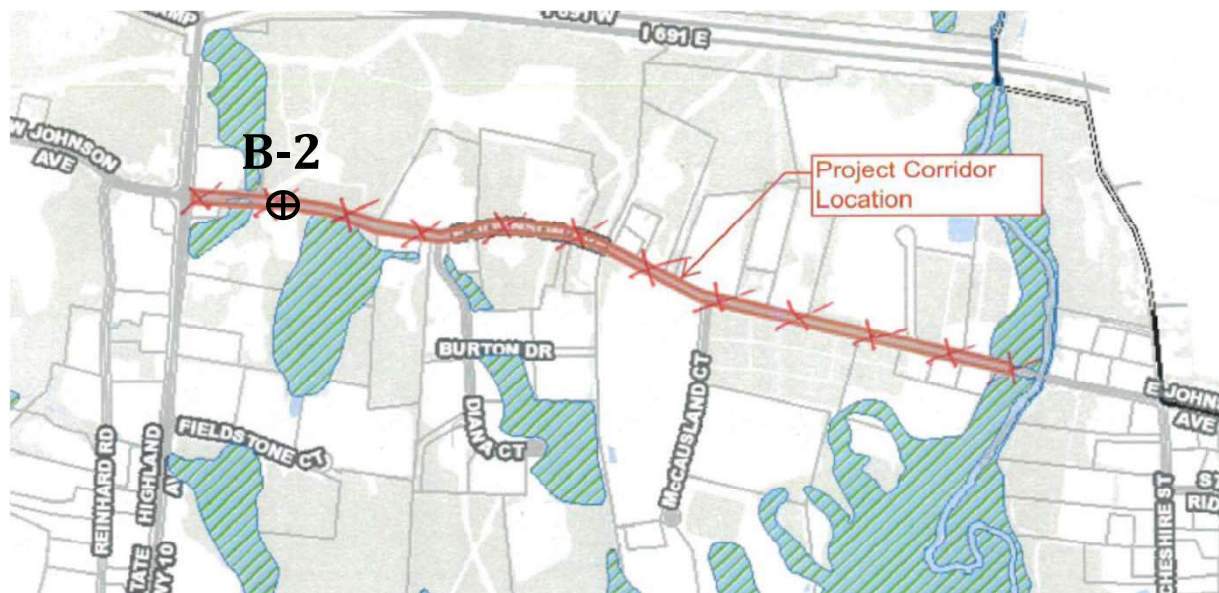
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SITElog® Report

B-2

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	8 5 4 4	Damp	0.33 bl		ASPHALT (4" thick)		1	24"	20"
			1.08 og		SAND, some Processed Stone (Base)	FILL			
3' to 4'	6 8	Damp	1.58 rb		SAND, little Stone		2	12"	9"
			1.83 d.br		TOPSOIL	TOPSOIL			
			2.25 rb/tn		SAND(c-f), little Gravel	FLUVIAL			
			4.00 d.rb		SAND(m-f), little Gravel, Silt	TILL			
					End of Exploration @ 4.00				

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d. - dark l. - light l/w -layered with m/w -mixed with



Fill	GPS Coor:
Organics	
Subsoil	
Silt	Driller Name:
Silty Sand	J. DeAngelis, III
Clay	Helper Name:
Sand	J. DeAngelis
Gravel	Drill Equip:
Cobble	CME 55LCX
Till	Hammer Wgt:
Rock	140# CME Auto
Water	Sampler:
SPT	2" O.D. Lynac
Curb Box	Casing:
Riser	
Bentonite	
Screen	

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.

Sub-surface Investigations, Technology + Experience

Soil Borings * Rock Coring * Concrete Coring * Monitor Wells * Geoprobe * Recovery Wells * SITElog Reports



Client: **Cardinal Engineering Associates, Inc.**
180 Research Parkway
Meriden, CT 06450

Project: **East Johnson Avenue, Cheshire, CT**

Date: **Wednesday, 19 April 2023**

Water: **Not Observed**

Ground Elev.:

Project Manager: **Joseph Cermola, III, P.E.**

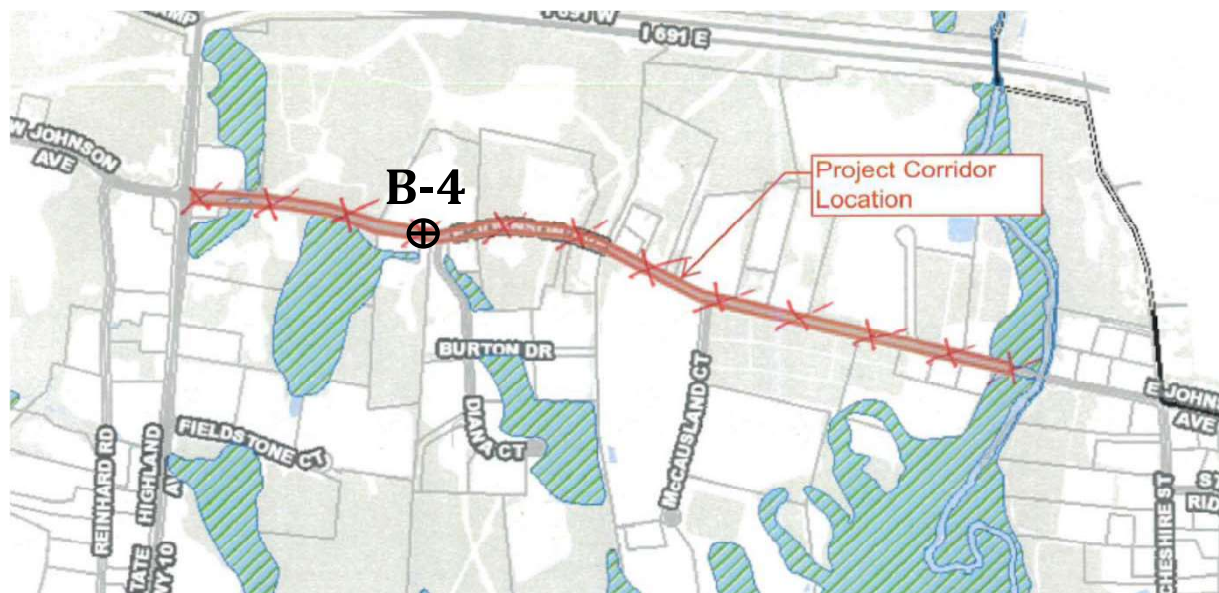
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SITElog® Report

B-4

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	10 19 15 14	Dry	0.29	bl	ASPHALT (3½" thick)		1	24"	9"
			0.50	og	SAND, some Processed Stone (Base)	FILL			
3' to 4'	12 9	Dry		rb	SAND(m-f), little Gravel, trace Silt		2	12"	3"
			4.00		End of Exploration @ 4.00				
5'									
10'									
15'									
20'									
25'									
30'									
35'									

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d - dark l - light l/w -layered with m/w -mixed with



GPS Coord:

Driller Name: **J. DeAngelis, III**

Helper Name: **J. DeAngelis**

Drill Equip: **CME 55LCX**

Hammer Wgt: **140# CME Auto**

Sampler: **2" O.D. Lynac**

Casing:

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.



Client: Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, CT 06450

Project: East Johnson Avenue, Cheshire, CT

Date: Wednesday, 19 April 2023

Water: Not Observed

Ground Elev.:

Project Manager: Joseph Cermola, III, P.E.

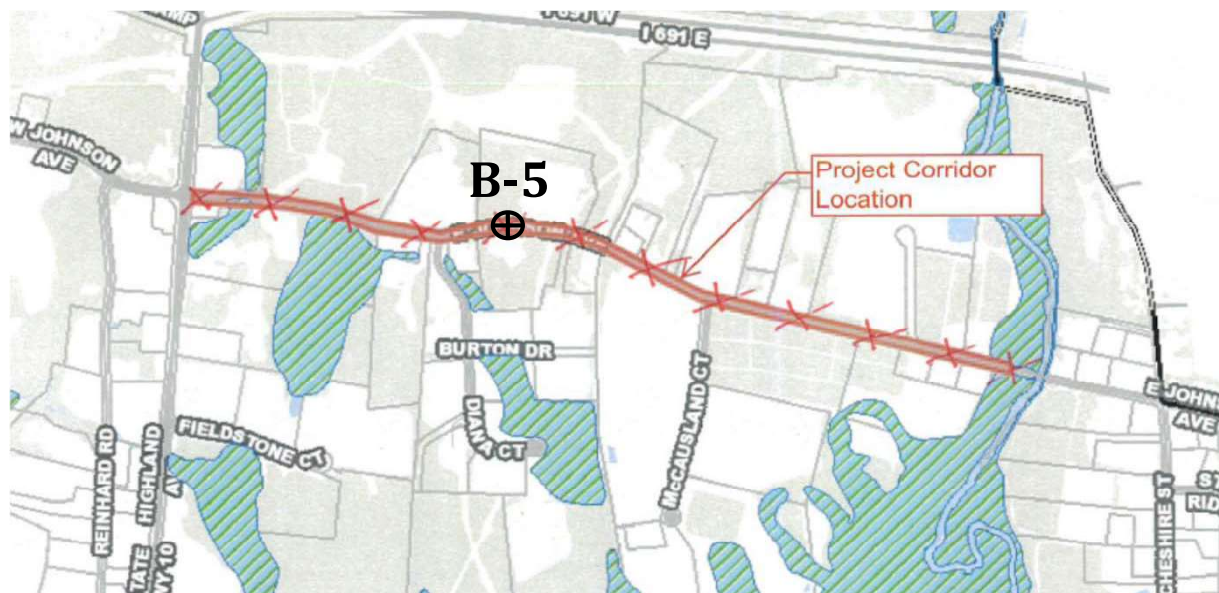
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SITElog® Report

B-5

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	15 17 9 9	Dry	0.37	bl	ASPHALT (4½" thick)		1	24"	22"
			0.58	rb	SAND, some Gravel	FILL			
3' to 4'	8 20	Dry	1.00	og	SAND, some Processed Stone (Base)		2	12"	11"
			3.50	rb	SAND(c-f), little Gravel				
			4.00	rb	COBBLES, little Sand, Gravel	FLUVIAL			
					End of Exploration @ 4.00				

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d - dark l - light l/w - layered with m/w - mixed with



GPS Coor:

Fill	
Organics	
Subsoil	
Silt	
Silty Sand	
Clay	
Sand	
Gravel	
Cobble	
Till	
Rock	
Water	
SPT	
Curb Box	
Riser	
Bentonite	
Screen	

Driller Name: J. DeAngelis, III

Helper Name: J. DeAngelis

Drill Equip: CME 55LCX

Hammer Wgt: 140# CME Auto

Sampler: 2" O.D. Lynac

Casing:

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.



Client: Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, CT 06450

Project: East Johnson Avenue, Cheshire, CT

Date: Wednesday, 19 April 2023

Water: Not Observed

Ground Elev.:

Project Manager:

Joseph Cermola, III, P.E.

(203) 490-4777

63 Lancaster Drive, Beacon Falls, Connecticut 06403

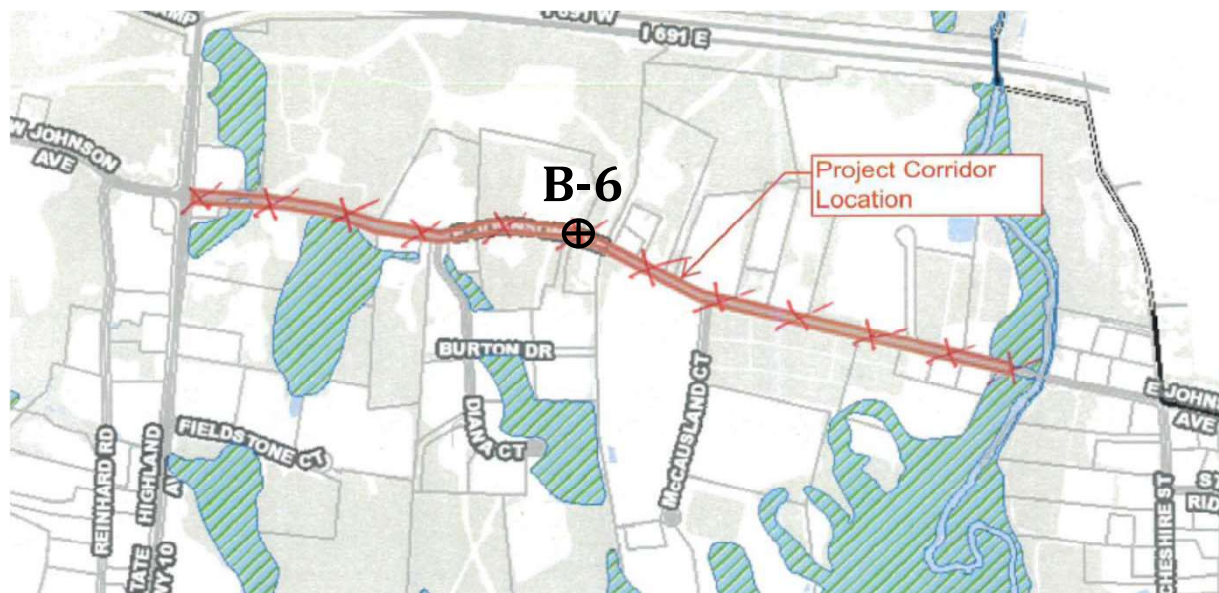
www.site-llc.com

SITElog® Report

B-6

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	14 19 10 8	Dry	0.29	bl	ASPHALT (3½" thick)		1	24"	20"
			0.58	og	SAND, some Processed Stone (Base)	FILL			
3' to 4'	7 5	Dry		rb	SAND(m), little Gravel, trace Asphalt Frags.		2	12"	10"
			4.00		End of Exploration @ 4.00				
5'									
10'									
15'									
20'									
25'									
30'									
35'									

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d - dark l - light l/w - layered with m/w - mixed with



GPS Coord:

Driller Name:

J. DeAngelis, III

Helper Name:

J. DeAngelis

Drill Equip:

CME 55LCX

Hammer Wgt:

140# CME Auto

Sampler:

2" O.D. Lynac

Casing:

--

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.

Legend:

- Fill
- Organics
- Subsoil
- Silt
- Silty Sand
- Clay
- Sand
- Gravel
- Cobble
- Till
- Rock
- Water
- SPT
- Curb Box
- Riser
- Bentonite
- Screen



Client: Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, CT 06450

Project: East Johnson Avenue, Cheshire, CT

Date: Wednesday, 19 April 2023

Water: Not Observed

Ground Elev.:

Project Manager: Joseph Cermola, III, P.E.

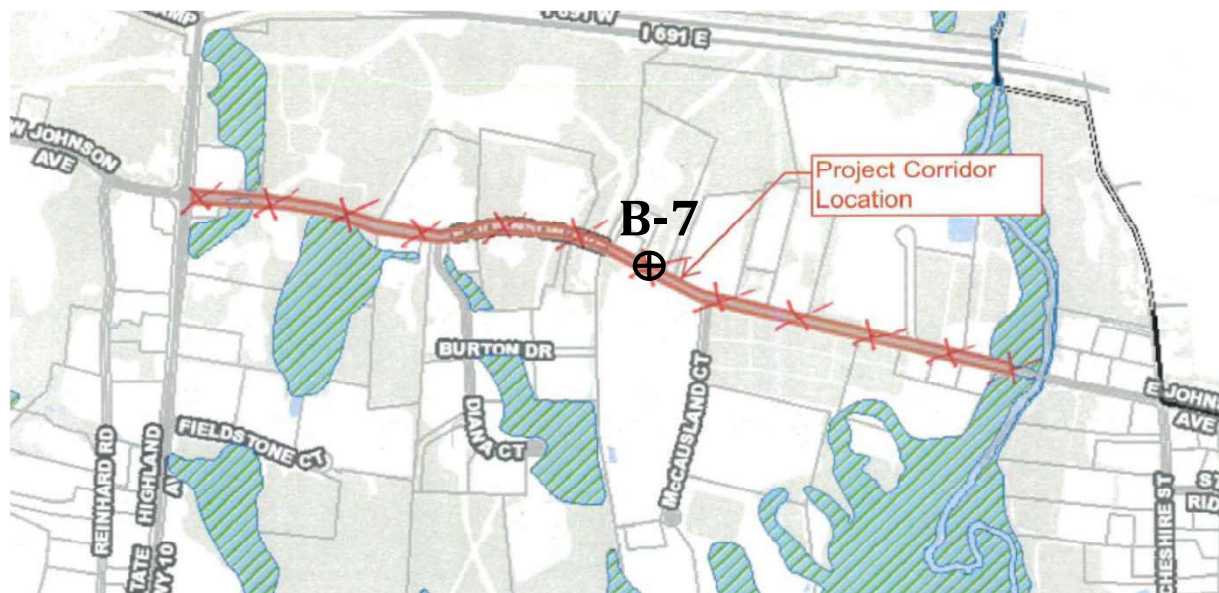
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SITElog® Report

B-7

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	27 18 15 10	Dry	0.33 bl		ASPHALT (4" thick)		1	24"	6"
			0.75 og		SAND & Processed STONE (Base)	FILL			
3' to 4'	8 6	Dry	2.50 rb		SAND(c-f), little Gravel, trace Asphalt Frags.		2	12"	11"
			4.00 rb/tn		SAND(c-m), trace Gravel(f)	FLUVIAL			
					End of Exploration @ 4.00				
5'									
10'									
15'									
20'									
25'									
30'									
35'									

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d - dark l - light l/w - layered with m/w - mixed with



GPS Coord:

Driller Name:

J. DeAngelis, III

Helper Name:

J. DeAngelis

Drill Equip:

CME 55LCX

Hammer Wgt:

140# CME Auto

Sampler:

2" O.D. Lynac

Casing:

--

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.

Legend:

- Fill
- Organics
- Subsoil
- Silt
- Silty Sand
- Clay
- Sand
- Gravel
- Cobble
- Till
- Rock
- Water
- SPT
- Curb Box
- Riser
- Bentonite
- Screen



Client: **Cardinal Engineering Associates, Inc.**
180 Research Parkway
Meriden, CT 06450

Project: **East Johnson Avenue, Cheshire, CT**

Date: **Wednesday, 19 April 2023**

Water: **Not Observed**

Ground Elev.:

Project Manager: **Joseph Cermola, III, P.E.**

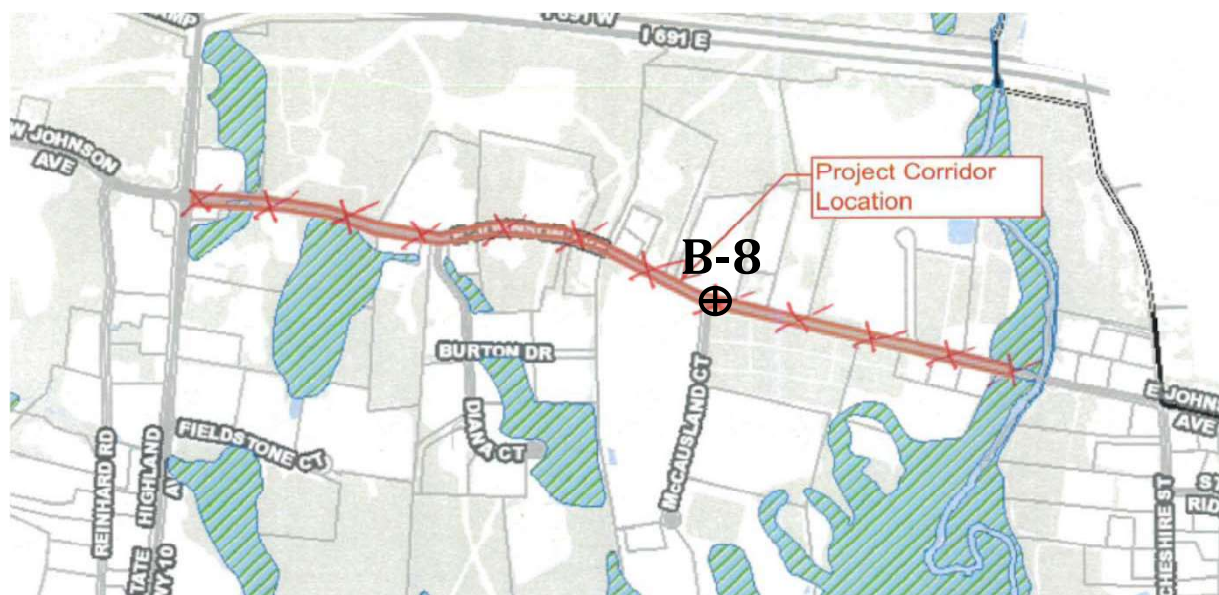
(203) 490-4777 63 Lancaster Drive, Beacon Falls, Connecticut 06403 www.site-llc.com

SITElog® Report

B-8

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	12 18 17 13	Dry	0.29	bl	ASPHALT (3½" thick)		1	24"	22"
			0.92	og	SAND, some Processed Stone (Base)	FILL			
3' to 4'	10 10	Dry	3.42	rb	SAND(m), trace Gravel, Silt		2	12"	10"
			4.00	rb/tn	SAND(m), little Gravel(f)	FLUVIAL			
					End of Exploration @ 4.00				
5'									
10'									
15'									
20'									
25'									
30'									
35'									

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d - dark l - light l/w - layered with m/w - mixed with



GPS Coord:

Fill

Organics

Subsoil

Silt

Silty Sand

Clay

Sand

Gravel

Cobble

Till

Rock

Water

SPT

Curb Box

Riser

Bentonite

Screen

Driller Name: **J. DeAngelis, III**

Helper Name: **J. DeAngelis**

Drill Equip: **CME 55LCX**

Hammer Wgt: **140# CME Auto**

Sampler: **2" O.D. Lynac**

Casing:

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.



Client: Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, CT 06450

Project: East Johnson Avenue, Cheshire, CT

Date: Wednesday, 19 April 2023

Water: Not Observed

Ground Elev.:

Project Manager: Joseph Cermola, III, P.E.

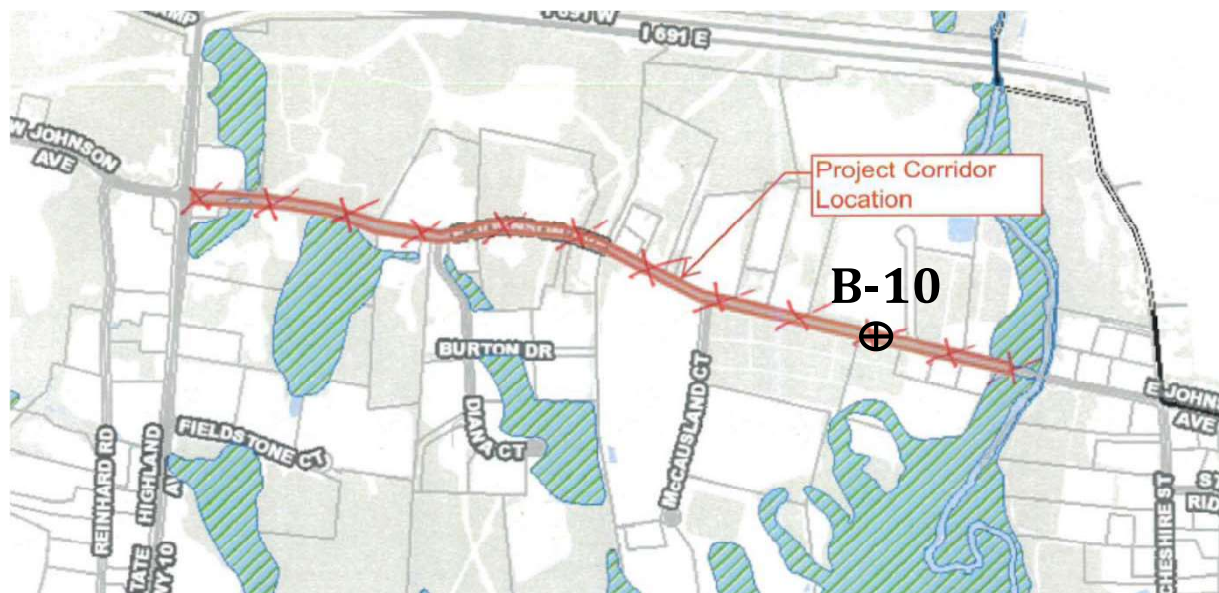
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SITElog® Report

B-10

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	7 8 5 4	Dry	0.29	bl	ASPHALT (3½" thick)		1	24"	23"
			0.67	og	SAND, some Processed Stone (Base)	FILL			
3' to 4'	4 4	Damp	2.00	rb	SAND(m-f), trace Gravel, Silt		2	12"	12"
			3.00	d. rb	SAND(m-f), little Silt	SUBSOIL			
			4.00	tn	SAND(m-f)	FLUVIAL			
End of Exploration @ 4.00									
5'									
10'									
15'									
20'									
25'									
30'									
35'									

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d. - dark l. - light l/w - layered with m/w - mixed with



GPS Coord:

Driller Name:

J. DeAngelis, III

Helper Name:

J. DeAngelis

Drill Equip:

CME 55LCX

Hammer Wgt:

140# CME Auto

Sampler:

2" O.D. Lynac

Casing:

--

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.

Legend:

- Fill
- Organics
- Subsoil
- Silt
- Silty Sand
- Clay
- Sand
- Gravel
- Cobble
- Till
- Rock
- Water
- SPT
- Curb Box
- Riser
- Bentonite
- Screen



Client: Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, CT 06450

Project: East Johnson Avenue, Cheshire, CT

Date: Wednesday, 19 April 2023

Water: Not Observed

Ground Elev.:

Project Manager:

Joseph Cermola, III, P.E.

(203) 490-4777

63 Lancaster Drive, Beacon Falls, Connecticut 06403

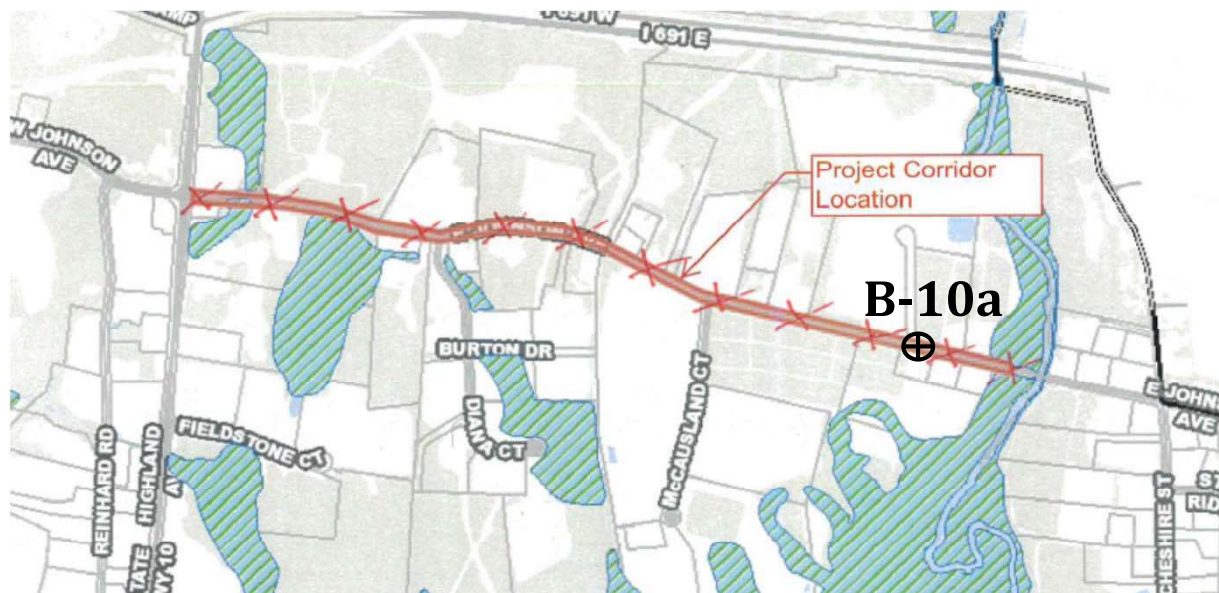
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SITElog® Report

B-10a

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	18 17 12 8	Dry	0.27 bl		ASPHALT (3 1/4" thick)		1	24"	23"
			0.67 og		SAND, some Processed Stone (Base)	FILL			
3' to 4'	5 4	Damp	2.08 rb		SAND(c-f), some Gravel, trace Silt		2	12"	12"
			3.58 rb/br		SAND(m-f), little Silt, trace Gravel				
			4.00 d.br		TOPSOIL	TOPSOIL			
End of Exploration @ 4.00									
5'									
10'									
15'									
20'									
25'									
30'									
35'									

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d. - dark l. - light l/w - layered with m/w - mixed with



GPS Coord:

Fill	
Organics	
Subsoil	
Silt	
Silty Sand	
Clay	
Sand	
Gravel	
Cobble	
Till	
Rock	
Water	
SPT	
Curb Box	
Riser	
Bentonite	
Screen	

Driller Name: J. DeAngelis, III

Helper Name: J. DeAngelis

Drill Equip: CME 55LCX

Hammer Wgt: 140# CME Auto

Sampler: 2" O.D. Lynac

Casing:

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.



Client: **Cardinal Engineering Associates, Inc.**
 180 Research Parkway
 Meriden, CT 06450

Project: **East Johnson Avenue, Cheshire, CT**

Date: **Wednesday, 19 April 2023**

Water: **Not Observed**

Ground Elev.:

Project Manager: **Joseph Cermola, III, P.E.**

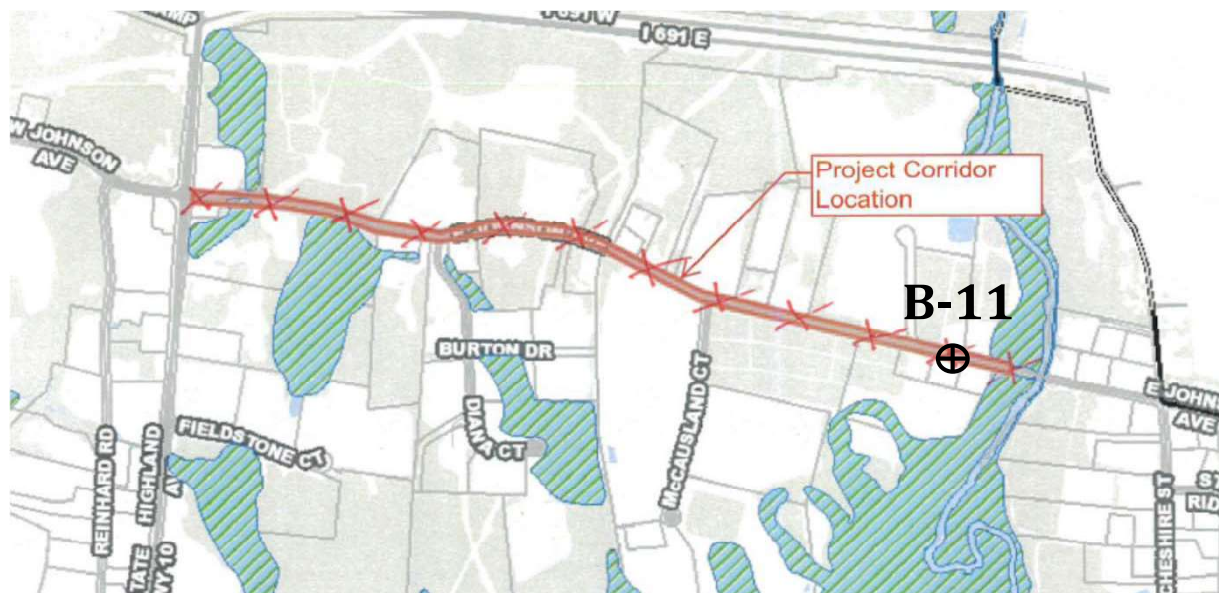
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SITElog® Report

B-11

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	15	8	8	6	Damp				
					0.29 bl ASPHALT (3½" thick)		1	24"	24"
					0.58 og SAND, some Processed Stone (Base)	FILL			
3' to 4'	4	4			Dry				
					3.33 rb SAND(m-f), trace Gravel, Silt		2	12"	4"
					3.50 d.br TOPSOIL (Sandy)	TOPSOIL			
					4.00 ro SAND(m-f), little Silt	SUBSOIL			
					End of Exploration @ 4.00				

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d. - dark l. - light l/w - layered with m/w - mixed with



GPS Coord:

Driller Name: **J. DeAngelis, III**

Helper Name: **J. DeAngelis**

Drill Equip: **CME 55LCX**

Hammer Wgt: **140# CME Auto**

Sampler: **2" O.D. Lynac**

Casing:

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.



Client: **Cardinal Engineering Associates, Inc.**
180 Research Parkway
Meriden, CT 06450

Project: **East Johnson Avenue, Cheshire, CT**

Date: **Wednesday, 19 April 2023**

Water: **Not Observed**

Ground Elev.:

Project Manager:

Joseph Cermola, III, P.E.

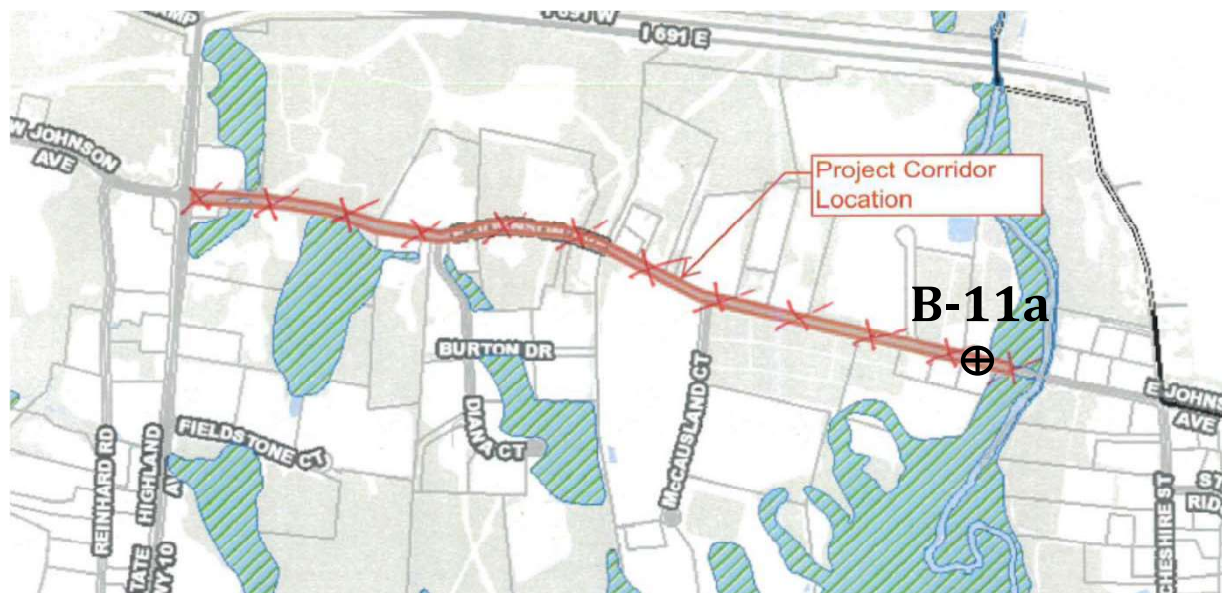
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SITElog® Report

B-11a

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	13 20 10 11	Damp	0.33 bl		ASPHALT (4" thick)		1	24"	23"
			0.50 og		SAND, some Processed Stone (Base)	FILL			
3' to 4'	7 5	Dry	1.92 d.tb		SAND(c-f), little Gravel, Silt		2	12"	12"
			4.00 rb/tn		SAND(m-f), Silt				
					End of Exploration @ 4.00				
5'									
10'									
15'									
20'									
25'									
30'									
35'									

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d. - dark l. - light l/w -layered with m/w -mixed with



Fill	GPS Coor:
Organics	
Subsoil	
Silt	Driller Name:
Silty Sand	J. DeAngelis, III
Clay	Helper Name:
Sand	J. DeAngelis
Gravel	Drill Equip:
Cobble	CME 55LCX
Till	Hammer Wgt:
Rock	140# CME Auto
Water	Sampler:
SPT	2" O.D. Lynac
Curb Box	Casing:
Riser	
Bentonite	
Screen	

DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.

Sub-surface Investigations, Technology + Experience

Soil Borings * Rock Coring * Concrete Coring * Monitor Wells * Geoprobe * Recovery Wells * SITElog Reports



Client: Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, CT 06450

Project: East Johnson Avenue, Cheshire, CT

Date: Wednesday, 19 April 2023

Water: Not Observed

Ground Elev.:

Project Manager:

Joseph Cermola, III, P.E.

(203) 490-4777

63 Lancaster Drive, Beacon Falls, Connecticut 06403

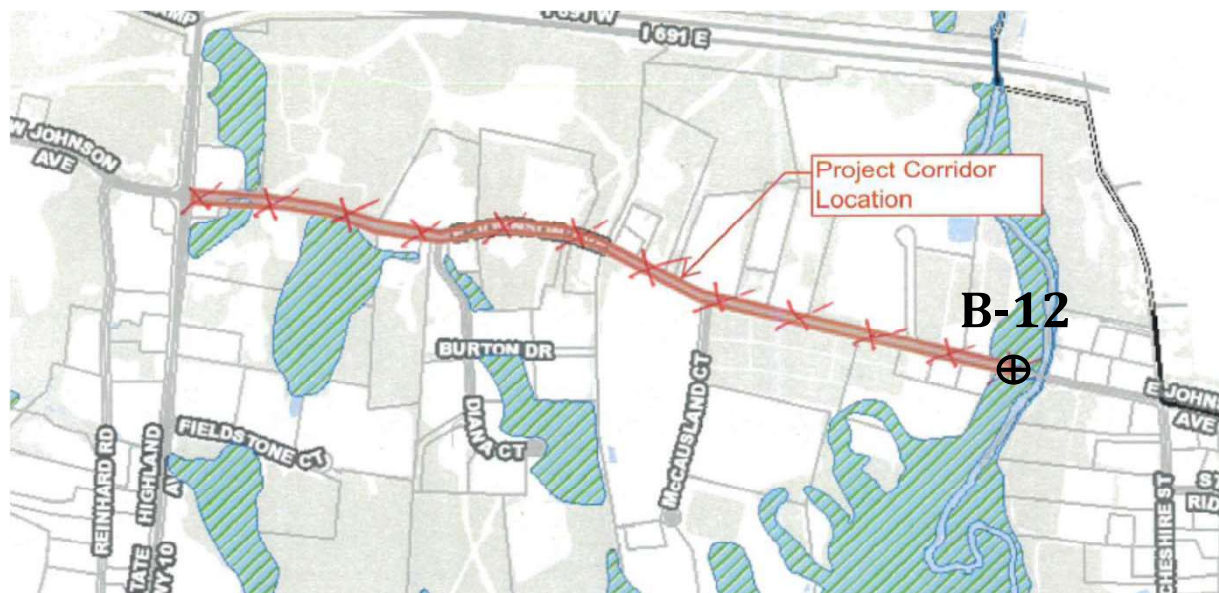
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SITElog® Report

B-12

Depth	Blows per 6"	Moisture	Changes	Color	DESCRIPTION OF FINDINGS	General	No.	Pen.	Rec.
1' to 3'	18 22 19 20	Dry	0.29 bl		ASPHALT (3½" thick)		1	24"	21"
			0.67 og		SAND, some Processed Stone (Base)				
3' to 4'	15 11	Damp	1.92 d.tb		SAND(c-f), little Gravel, trace Silt	FILL	2	12"	12"
			3.00 rb/tn		SAND(m-f), trace Asphalt Frags.				
			4.00 rb/br		SAND(m-f), trace Asphalt Frags., Silt				
					End of Exploration @ 4.00				

KEY bl - black w - white gy - grey tn - tan ro - rust/orange ob - olive/brown og - olive/grey d. - dark l. - light l/w - layered with m/w - mixed with



GPS Coor:

Driller Name:

J. DeAngelis, III

Helper Name:

J. DeAngelis

Drill Equip:

CME 55LCX

Hammer Wgt:

140# CME Auto

Sampler:

2" O.D. Lynac

Casing:

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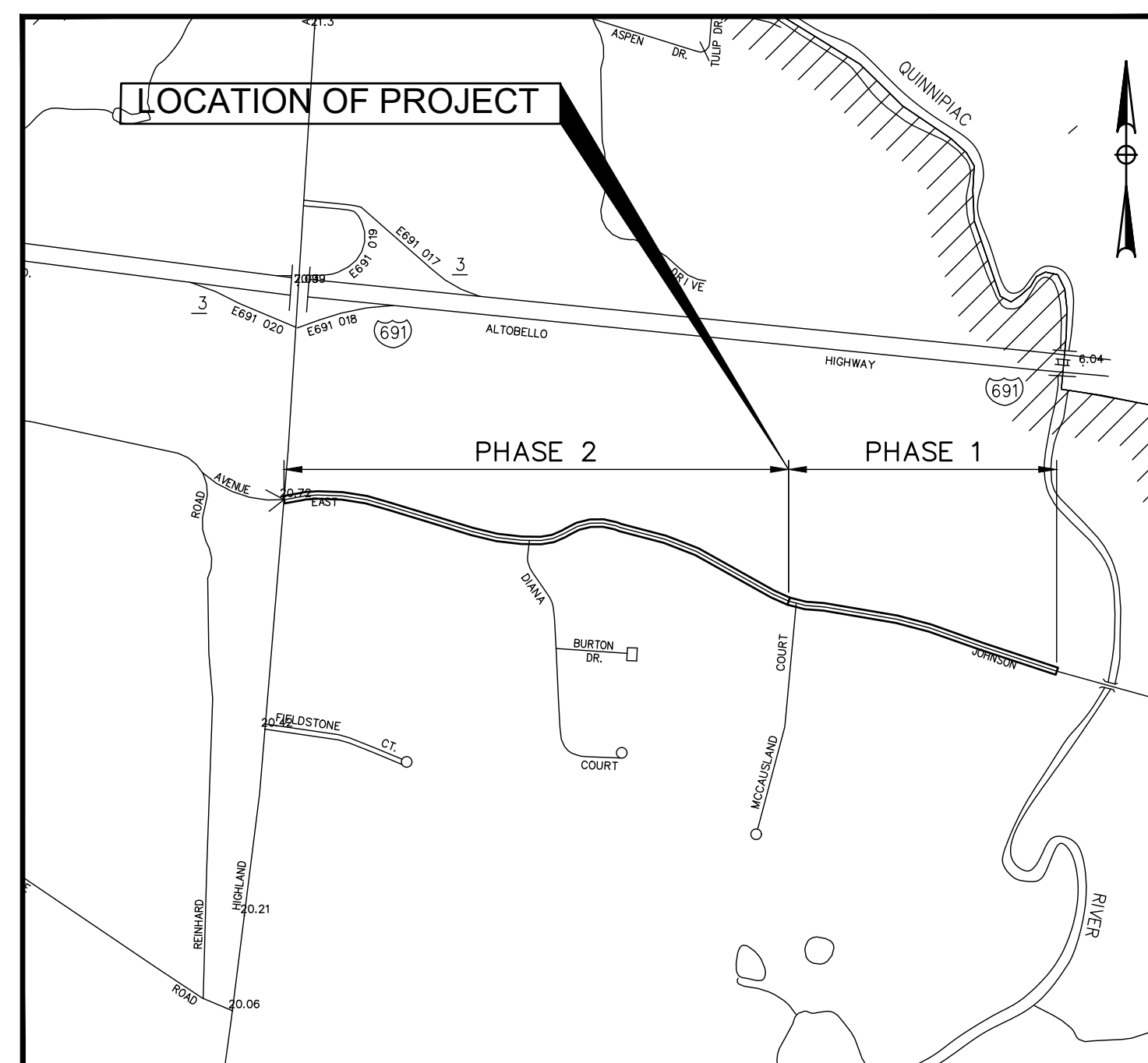
DISCLAIMER: Some GPS coord., descriptions and boundaries are not guaranteed.

Sub-surface Investigations, Technology + Experience

Soil Borings * Rock Coring * Concrete Coring * Monitor Wells * Geoprobe * Recovery Wells * SITElog Reports

DESIGN PLANS

(SEE ATTACHED)



TOWN OF CHESHIRE

PLAN FOR THE ROADWAY RECONSTRUCTION EAST JOHNSON AVENUE

PHASE 1 - STA 45+00 TO STA 64+16
LENGTH = 1916 LF

PHASE 2 - STA 10+30.34 TO STA 45+00
LENGTH = 3469.66 LF

TO BE MAINTAINED BY THE TOWN OF CHESHIRE

TOWN MANAGER

SEAN M. KIMBALL

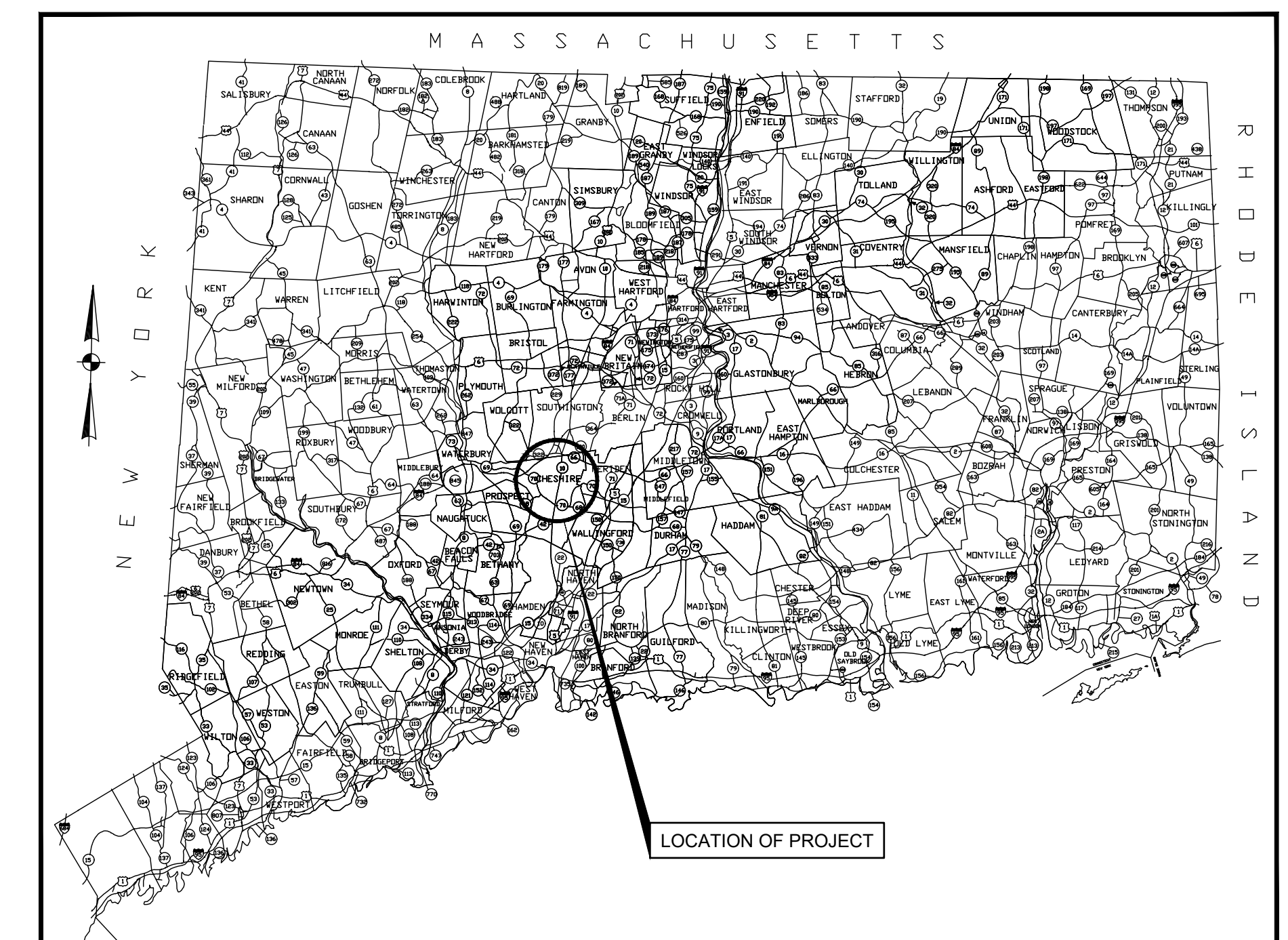
DIRECTOR OF PUBLIC WORKS

GARY J. FUERSTENBERG, P.E.

TOWN ENGINEER

MAREK KEMENT, P.E. & L.S.

July 10, 2023



DESIGN DATA

CONSTRUCTION SPECIFICATIONS: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS, BRIDGES, FACILITIES AND INCIDENTAL CONSTRUCTION FORM 818 (2020), SUPPLEMENTAL SPECIFICATIONS DATED JANUARY 2023 AND SPECIAL PROVISIONS.

[illegible][illegible]

JOSEPH A. CERMOLA III, P.E., LICENSE NO. 12757

FINAL DESIGN PLANS

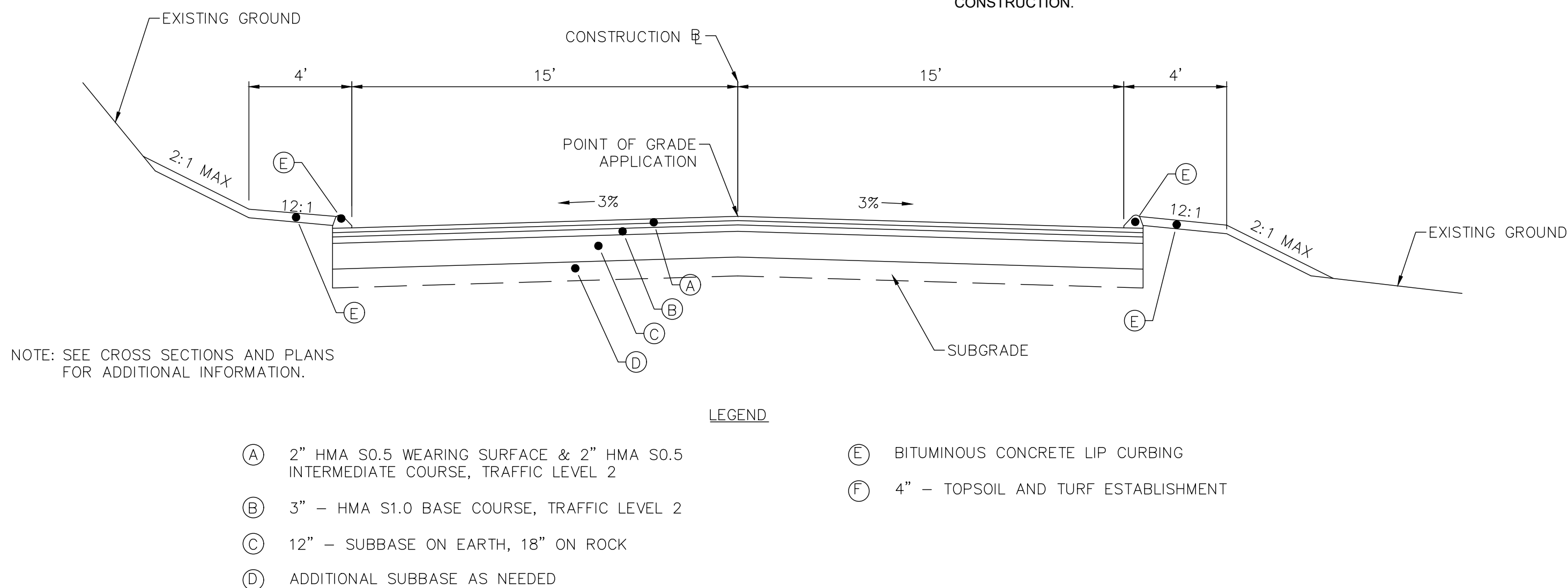
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CARDINAL
ENGINEERING ASSOCIATES

180 RESEARCH PKWY | MERIDEN, CT 06450 | 203-238-1969
457 BANTAM RD | LITCHFIELD, CT 06759 | 860-597-9106

GENERAL NOTES

1. ALL CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO THE CONNECTICUT DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS, BRIDGES, FACILITIES AND INCIDENTAL CONSTRUCTION, FORM 818 (2020), SUPPLEMENTAL SPECIFICATIONS DATED 01/2023 AND SPECIAL PROVISIONS.
2. THE PROJECT SITE SHALL CONSIST OF THE AREA WITHIN THE MUNICIPALLY-OWNED RIGHT OF WAY BETWEEN THE DESIGNATED BEGINNING AND END STATIONS FOR THE PROJECT AS SHOWN ON THE PLANS. IT SHALL ALSO INCLUDE ANY EASEMENTS TO PERFORM WORK ON PRIVATELY-OWNED PROPERTY AS DEPICTED ON THE PLANS. THE CONTRACTOR SHALL LIMIT HIS CONSTRUCTION ACTIVITIES TO THE AREA WITHIN THE PROJECT SITE.
3. EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN REGULATIONS, THE CONNECTICUT DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION, FORM 818, WITH LATEST REVISIONS, 2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL, DEP BULLETIN 34, UNLESS OTHERWISE SPECIFIED IN THE SPECIAL PROVISIONS
4. ALL DIMENSIONS ARE FEET UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL WALK THE PROJECT PRIOR TO CONSTRUCTION WITH A REPRESENTATIVE FROM THE TOWN AND THE ENGINEER. TREES TO BE REMOVED SHALL BE MARKED IN THE FIELD. EXTREME CARE SHALL BE EXERCISED TO PROTECT ALL TREES NOT DESIGNATED FOR REMOVAL. NO TREES SHALL BE REMOVED UNTIL AUTHORIZATION IS GIVEN BY THE TOWN. COST IS INCLUDED IN THE ITEM "CLEARING AND GRUBBING".
6. ANY PHYSICAL FEATURES DISTURBED BY THE CONTRACTOR SHALL BE REPLACED OR RECONSTRUCTED AS DIRECTED BY THE ENGINEER TO A CONDITION EQUAL TO OR BETTER THAN PRIOR TO CONSTRUCTION AT THE CONTRACTORS EXPENSE.
7. ALL DIMENSIONS AND ELEVATIONS MUST BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE START OF MANUFACTURING AND CONSTRUCTION, AND NECESSARY ADJUSTMENTS MADE AS ORDERED BY THE ENGINEER.
8. WORKING HOURS SHALL BE LIMITED TO THE HOURS BETWEEN 7:30 A.M. AND 4:00 P.M., MONDAY THRU FRIDAY. NO WORK WILL BE PERFORMED ON WEEKENDS, HOLIDAYS, OR SPECIAL DAYS AS DIRECTED BY THE ENGINEER. THE ONLY EXCEPTIONS TO THESE LIMITATIONS WILL BE AS DIRECTED BY THE ENGINEER TO CORRECT OR HANDLE EMERGENCY CONDITIONS, OR IF APPROVED BY THE ENGINEER IN WRITING.
9. THE CONTRACTOR SHALL SUBMIT A DETAILED SCHEDULE FOR APPROVAL PRIOR TO COMMENCING CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL PROPERTIES AT ALL TIMES DURING CONSTRUCTION. COORDINATE ACCESS WITH PAVING AND CONCRETE OPERATIONS WITH ADJACENT PROPERTY OWNERS AND BUSINESSES.
11. ALL DISTURBED AREAS THAT WILL NOT BE PAVED SHALL RECEIVE 4" OF TOPSOIL AND LAY TURF ESTABLISHMENT.
12. FOR LAYOUT PURPOSES, PIPE LENGTHS INDICATED ON THE PLANS ARE FROM CENTER OF CATCH BASIN/MANHOLE TO CENTER OF CATCH BASIN/MANHOLE OR FACE OF ENDWALL AND THE LENGTH OF THE FLARED END SECTION IS INCLUDED IN PIPE LENGTH. PAYMENT SHALL BE THE ACTUAL LENGTH INSTALLED MEASURED FROM THE INSIDE FACE OF THE STRUCTURE TO THE INSIDE FACE OF A STRUCTURE OR THE FACE OF AN ENDWALL AND SHALL NOT INCLUDE THE LENGTH OF THE CULVERT END. CULVERT ENDS ARE PAID SEPARATELY.
13. RCP SHALL BE CLASS IV UNLESS NOTED OTHERWISE.
14. ALL REQUIRED UTILITY RELOCATIONS SHALL BE PERFORMED BY THE RESPECTIVE UTILITY COMPANY UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES PRIOR TO ANY WORK AND COORDINATE HIS WORK WITH THE UTILITY COMPANY WORK. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANY FOR THE UTILITY COMPANY TO HOLD ANY POLES THAT NEED TO BE SUPPORTED DURING THE CONTRACTOR'S TRENCING OPERATIONS. THE COST TO COORDINATE THIS WORK WITH THE UTILITY COMPANIES SHALL BE INCIDENTAL TO THE PROJECT UNLESS A SPECIFIC PAY ITEM IS INCLUDED.
15. IF THE CONTRACTOR WILL BE REQUIRED TO WORK IN PROXIMITY OF AND BENEATH OVERHEAD POWER LINES AS WELL AS TELEPHONE, CABLE TV AND
16. TELECOMMUNICATION LINES. THE OVERHEAD LINES ARE NOT ANTICIPATED TO BE DE-ENERGIZED DURING THE PROSECUTION OF THIS WORK. THE CONTRACTOR SHALL SPECIFICALLY COMPLY WITH THE REQUIREMENTS DETAILED IN OSHA REGULATIONS (STANDARDS 29 CFR) CRANES AND DERRICKS - 1926.550 AS WELL AS OTHER APPLICABLE OSHA STANDARDS. THE CONTRACTOR SHALL MAINTAIN A SAFE DISTANCE FROM ALL UTILITY POLES DURING CONSTRUCTION ACTIVITIES.
17. THE INFORMATION SHOWN ON THESE PLANS IS BASED ON LIMITED INVESTIGATIONS AND IS IN NO WAY WARRANTED TO INDICATE THE TRUE CONDITIONS OR ACTUAL QUANTITIES OF WORK REQUIRED. LOCATIONS OF EXISTING UTILITIES AND UNDERGROUND STRUCTURES HAVE BEEN COMPILED FROM THE BEST AVAILABLE INFORMATION. THIS INFORMATION WAS COMPILED UTILIZING UTILITY COMPANY & TOWN RECORD MAPS AND FIELD SURVEY AND THEREFORE, IS CONSIDERED TO BE APPROXIMATE. ALL UTILITIES AND UNDERGROUND STRUCTURES MAY NOT BE SHOWN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATION OF ALL UTILITIES AND TO NOTIFY UTILITY COMPANIES OF ANY NECESSARY RELOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL WORK WITH THAT OF THE UTILITY COMPANIES. UTILITY LINES DAMAGED BY THE CONTRACTOR SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND THE UTILITY COMPANY AND THE COST OF REPAIR WORK SHALL BE BORNE BY THE CONTRACTOR. THE CONTRACTOR SHALL CONTACT CALL BEFORE-U-DIG AT 1-800-922-4455 FOR MARKING OF EXISTING UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF EXCAVATION (MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS).
18. CONTRACTOR TO SUPPLY UTILITY COMPANIES WITH SUFFICIENT VERTICAL AND HORIZONTAL STAKEOUT OF PROPOSED STORM DRAINAGE, PROPOSED ROADWAY, AND OTHER PROPOSED IMPROVEMENTS TO PERFORM UTILITY RELOCATIONS. THE COST OF THIS WORK SHALL BE INCLUDED IN THE ITEM "CONSTRUCTION STAKING."
19. ANTICIPATED UTILITY POLE RELOCATIONS, IF ANY, ARE SHOWN ON THE PLANS. ADDITIONAL POLE RELOCATIONS MAY BE REQUIRED. CONTRACTOR TO PROVIDE STAKEOUT OF PROPOSED IMPROVEMENTS PRIOR TO COMMENCEMENT OF WORK TO DETERMINE IF ADDITIONAL POLE RELOCATIONS ARE REQUIRED. POLE RELOCATIONS MAY NOT BE COMPLETED PRIOR TO THE INSTALLATION OF STORM DRAINAGE AND ROADWAY IMPROVEMENTS. THE COST OF THIS WORK SHALL BE INCIDENTAL TO THE PROJECT.
20. EXISTING PAVEMENT SHALL BE REMOVED IN FILL AREAS PRIOR TO PLACING FILL. EXISTING PAVEMENT OUTSIDE OF THE CUT AND FILL LIMITS THAT WILL NOT BE USED IN THE PROPOSED CONDITIONS SHALL BE REMOVED. PAYMENT SHALL BE MADE UNDER THE ITEM "EARTH EXCAVATION."
21. ALL EXISTING DRAINAGE PIPES AND CULVERTS WITHIN THE PROJECT SLOPE LIMITS THAT ARE DESIGNATED TO BE REMOVED SHALL BE REMOVED AND BACKFILLED AS SPECIFIED IN SECTION 2.05 "TRENCH EXCAVATION" UNLESS OTHERWISE SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER. COORDINATE THIS WORK WITH THE RECONNECTION OF ANY EXISTING FOUNDATION AND OTHER DRAINS TO THE PROPOSED DRAINAGE SYSTEM.
22. THE CONTRACTOR SHALL MAINTAIN ALL ROAD NAME SIGNS AS INDICATED ON THE PLANS AND SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS AS NEEDED DURING CONSTRUCTION AND AS DIRECTED BY THE ENGINEER. COST IS INCLUDED IN THE ITEM "MAINTENANCE AND PROTECTION OF TRAFFIC".
23. PLANIMETRIC AND TOPOGRAPHIC FEATURES ARE BASED ON FIELD SURVEY PERFORMED BYCARDINAL ENGINEERING ASSOCIATES, IN APRIL AND MAY 2023. SURVEY BASELINE CONFORMS TO CLASS A-2 HORIZONTAL ACCURACY. STREETLINE AND PROPERTY LINE INFORMATION (IF SHOWN) ARE APPROXIMATE AND BASED ON LIMITED FIELD SURVEY. ALL ELEVATIONS ARE BASED ON NAVD 88. HORIZONTAL COORDINATES ARE BASED ON NAD 83. VERTICAL ACCURACY IS CLASS T-2.
24. ALL TYPE 'C' CATCH BASIN TOP OF FRAME ELEVATIONS SHALL BE MEASURED IN THE CENTER OF THE GRATE AT THE GUTTER LINE AND REFLECT THE ELEVATION WITH THE STANDARD DEPRESSION AS SHOWN ON "DETAILS OF DEPRESSED GUTTER STRIP FOR TYPE 'C' CATCH BASIN" (SEE CTDOT STANDARD DETAIL SHEET NO. HW-507.01). ALL TYPE 'C-L' CATCH BASIN TOP OF FRAME ELEVATIONS SHALL BE MEASURED IN THE CENTER OF THE GRATE.
25. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE UTILITY COMPANIES TO RESET ALL UTILITY BOXES TO FINISHED GRADE. THERE WILL BE NO SEPARATE PAYMENT TO COORDINATE THIS WORK OR CLAIM FOR TIME EXTENSION.
26. THE CONTRACTOR SHALL RESET ALL WATER AND GAS CURB STOPS BOXES AND



ROADWAY
TYPICAL SECTION
NOT TO SCALE

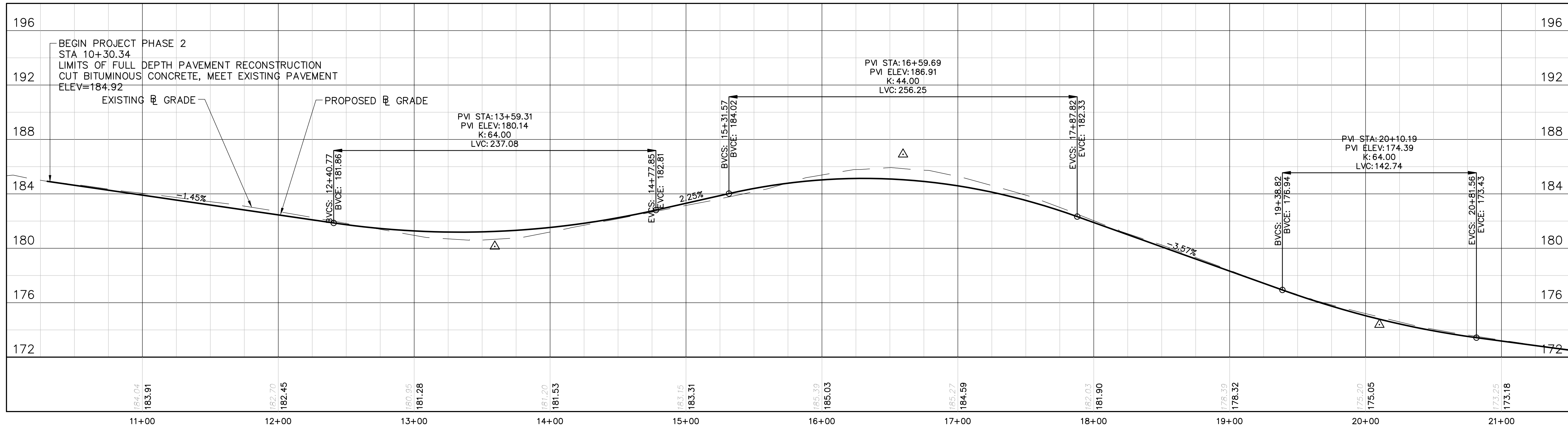
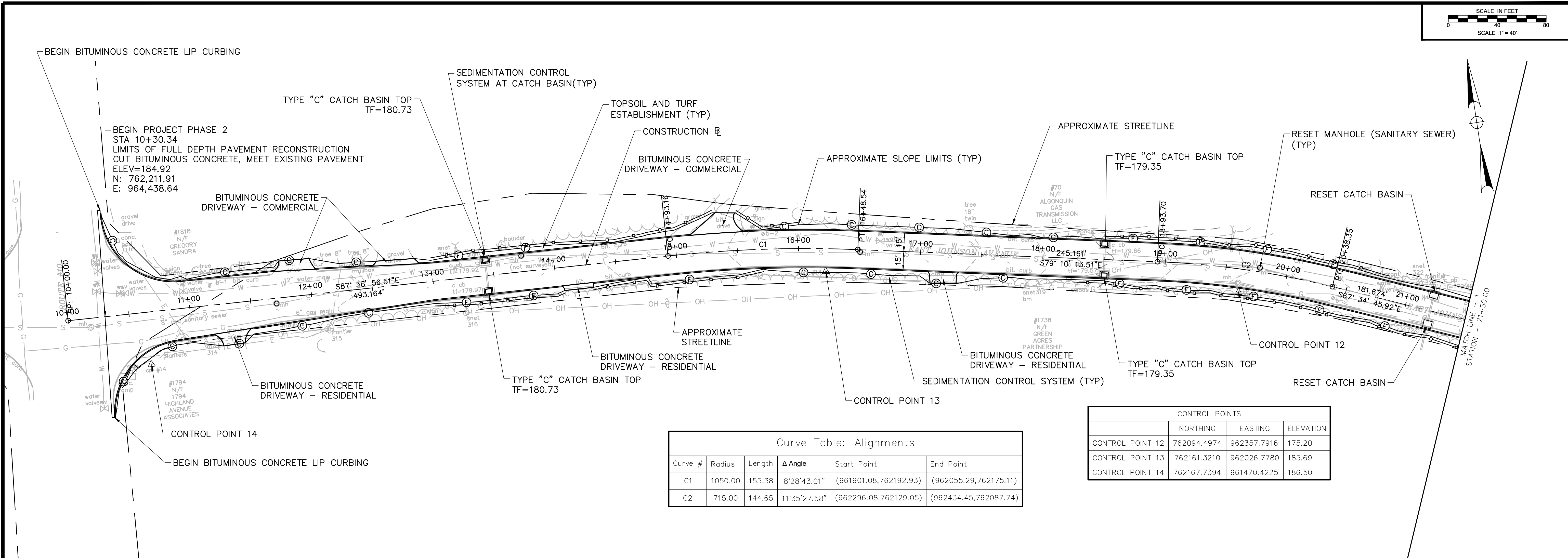
LIST OF ABBREVIATIONS

AGGR	AGGREGATE	NOM	NOMINAL
AH	AHEAD	NO	NUMBER
A	ALGEBRAIC DIFFERENCE IN GRADES	PERF	PERFORATED
APPROX	APPROXIMATE	POB	POINT OF BEGINNING
ASPH	ASPHALT	PCC	POINT OF COMPOUND CURVATURE
BK	BACK	PC	POINT OF CURVATURE
ℓ	BASELINE	POE	POINT OF ENDING
BM	BENCHMARK	PGA	POINT OF GRADE APPLICATION
BIT	BITUMINOUS	PI	POINT OF INTERSECTION
BCLC	BITUMINOUS CONCRETE LIP CURBING	PRC	POINT OF REVERSE CURVE
CGR	CABLE GUIDERAIL	PT	POINT OF TANGENCY
CI / CIP	CAST IRON PIPE	PVC	POINT OF VERTICAL CURVATURE
CB	CATCH BASIN	PVCC	POINT OF VERTICAL COMPOUND CURVATURE
℄	CENTERLINE	PVI	POINT OF VERTICAL INTERSECTION
CC	CONCRETE CURBING	PVRC	POINT OF VERTICAL REVERSE CURVE
CL	CLASS	PVT	POINT OF VERTICAL TANGENCY
CONC	CONCRETE	POC	POINT ON CURVATURE
CP	CONTROL POINT	POT	POINT ON TANGENT
COR	CORNER	PVC	POLYVINYL CHLORIDE PIPE
CMP	CORRUGATED METAL PIPE	ℓ	PROPERTY LINE
CPFE	CORRUGATED POLYETHYLENE FLARED END	R	RADIUS
CPP	CORRUGATED POLYETHYLENE PIPE	RR	RAILROAD
CY	CUBIC YARD	K	RATE OF VERTICAL CURVATURE
DIA	DIAMETER	REINF	REINFORCED
DBL	DOUBLE	RCCE	REINFORCED CONCRETE CULVERT END
DRIVE	DRIVEWAY	RCP	REINFORCED CONCRETE PIPE
DI / DIP	DUCTILE IRON PIPE	REQD	REQUIRED
EA	EACH	RT	RIGHT
EP	EDGE OF PAVEMENT	ROW	RIGHT OF WAY
EL / ELEV	ELEVATION	RSC	RIGID STEEL CONDUIT
EX / EXIST	EXISTING	RD	ROAD
FG	FINISHED GRADE	SAN	SANITARY
FP	FLAGPOLE	SS	SANITARY SEWER
FE	FLARED END	SED	SEDIMENTATION
FL	FLOW LINE	SCB	SEDIMENT CONTROL BALES
FT	FOOT	SCS	SEDIMENT CONTROL SYSTEM
FND	FOUND	SHLD	SHOULDER
FOUND	FOUNDATION	SF	SQUARE FOOT
G	GAS	SY	SQUARE YARD
GV	GAS VALVE	STD	STANDARD
GSC / GC	GRANITE STONE CURBING	STA	STATION
HP	HIGH POINT	SSD	STOPPING SIGHT DISTANCE
HORIZ	HORIZONTAL	ST	STREET
HRS	HOURS	℄	STREET LINE
HYD	HYDRANT	TBD	TO BE DETERMINED
INV	INVERT	TF	TOP OF FRAME
IE	INVERT ELEVATION	Typ	TYPICAL
IP	IRON PIN	UD	UNDERDRAIN
LT	LEFT	VERT	VERTICAL
L	LENGTH	VC	VERTICAL CURVE
LVC	LENGTH OF VERTICAL CURVE	VF	VERTICAL FEET
LTP	LIGHT POLE	VCP	VITRIFIED CLAY PIPE
LF	LINEAR FEET	W	WATER
LP	LOW POINT	WW	WATER VALVE
LS	LUMP SUM		
MB	MAILBOX		
MH	MANHOLE		
MAX	MAXIMUM		
MBR	METAL BEAM RAIL		
MCE	METAL CULVERT END		
MIN	MINIMUM		
MON	MONUMENT		
NTS	NOT TO SCALE		

STANDARD CONVENTIONS

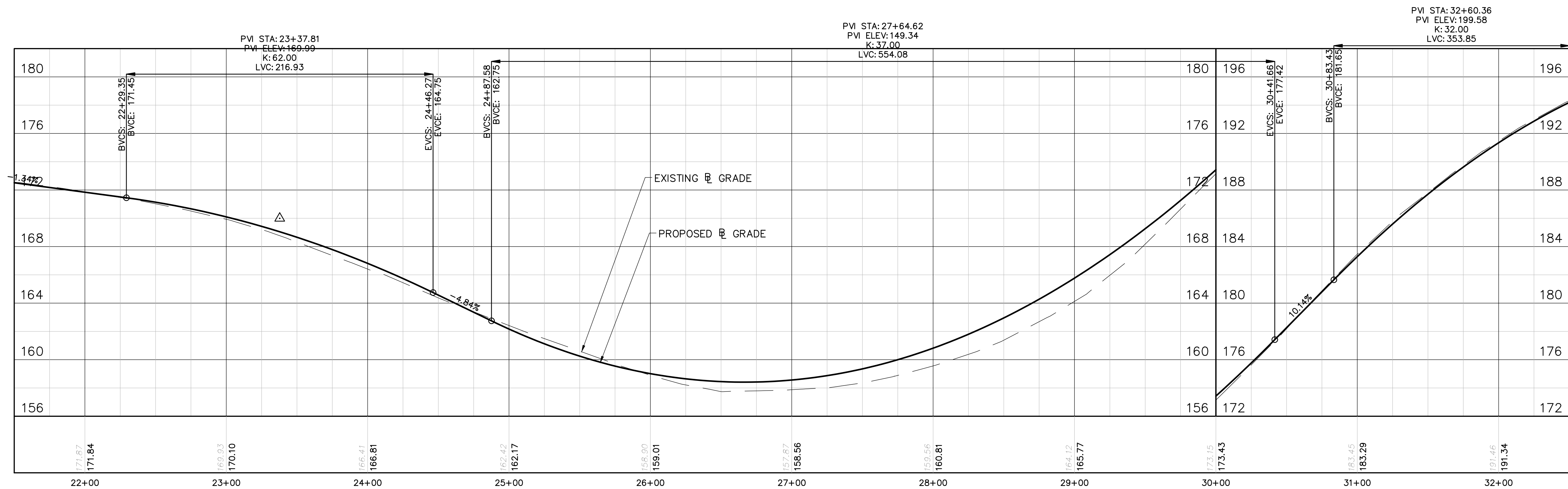
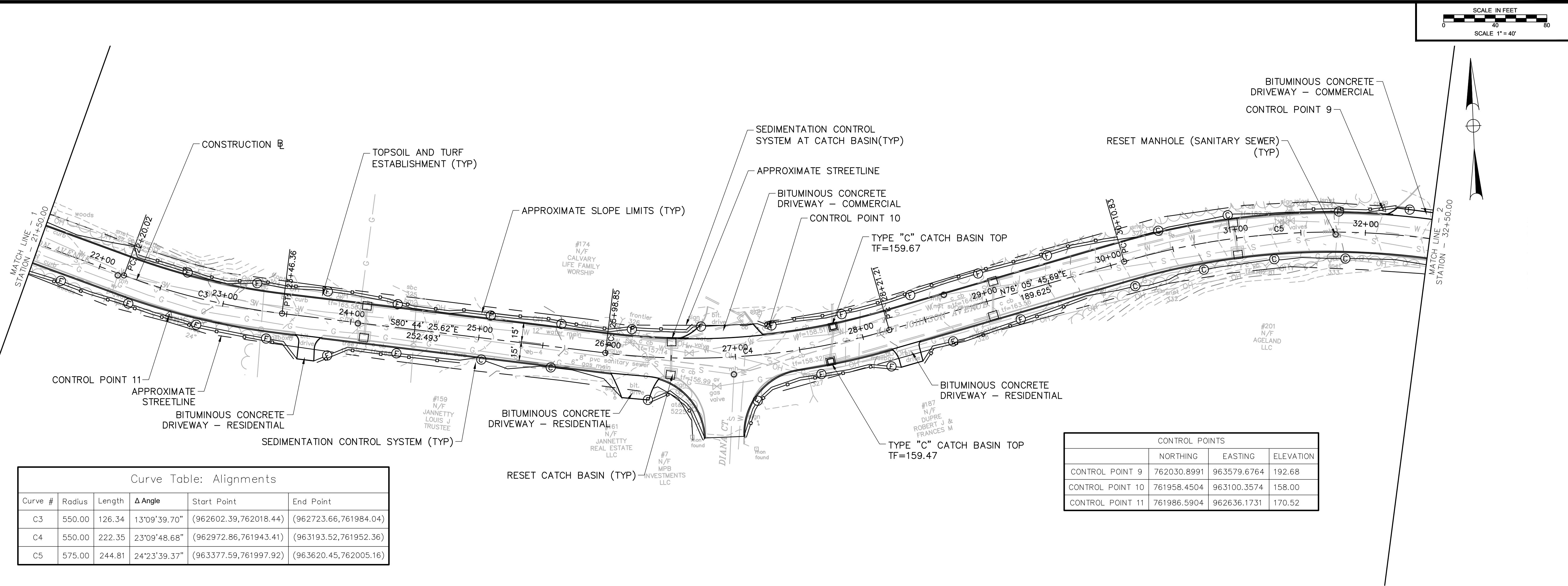
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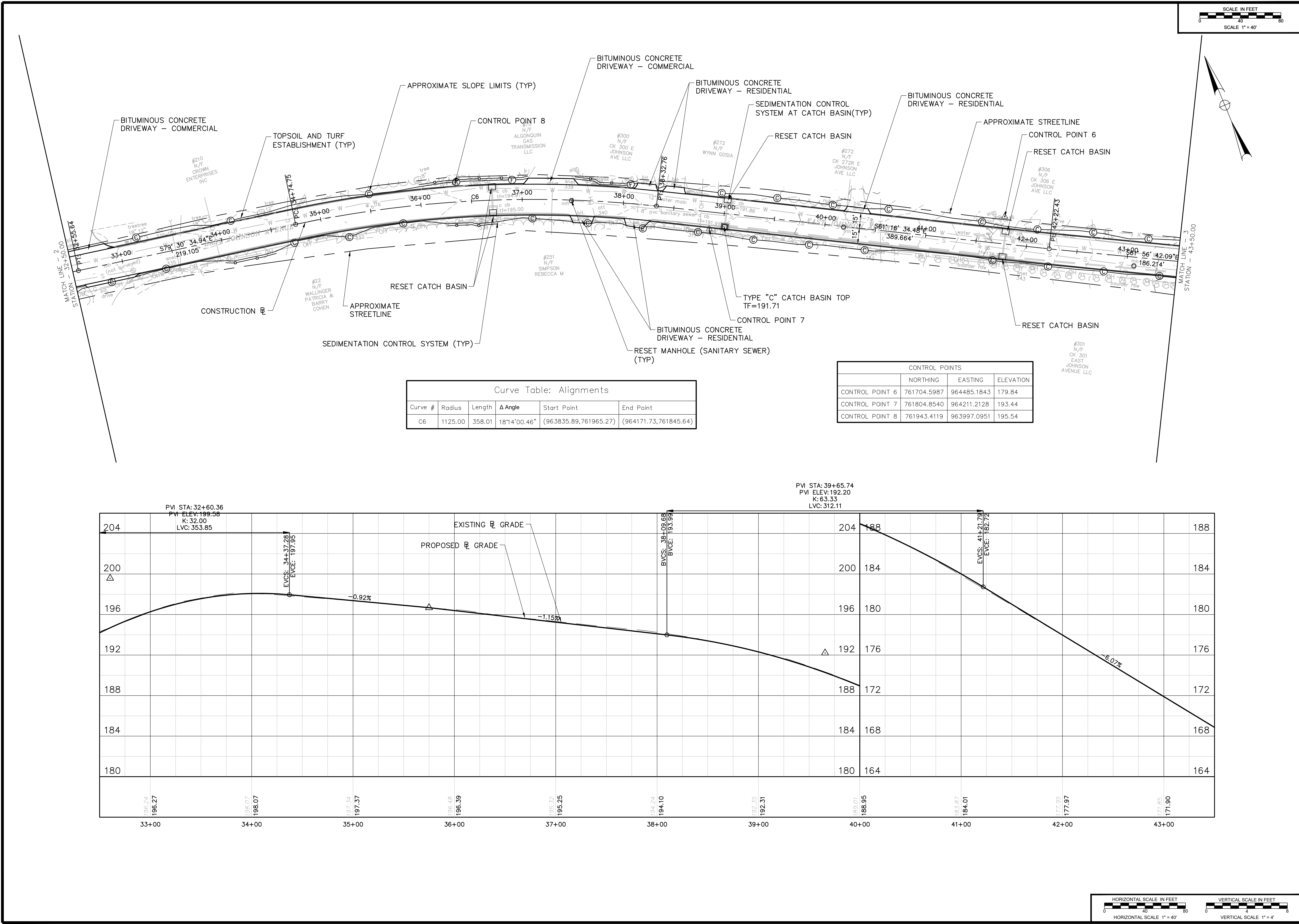


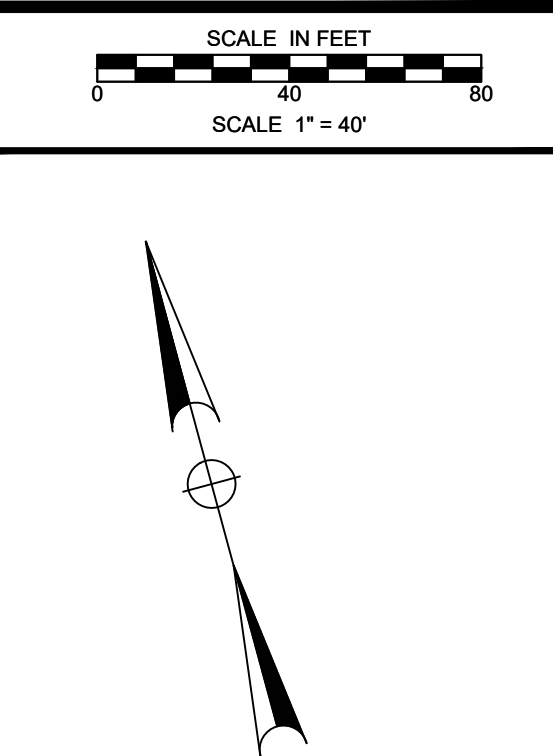
ROADWAY RECONSTRUCTION EAST JOHNSON AVENUE CHESHIRE, CONNECTICUT ROADWAY PLAN & PROFILE		PLA-01	
DATE: JULY 2023 SCALE: AS NOTED DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED BY: JAC		NO. REVISION BY DATE	
CARDINAL ENGINEERING ASSOCIATES 180 RESEARCH PARKWAY, MERIDEN, CT 06450-9000-4819 487 BANTAM RD LITCHFIELD, CT 06039-3977-9106		3	

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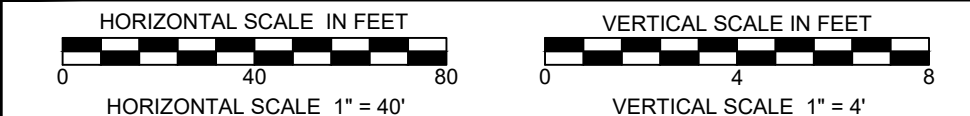


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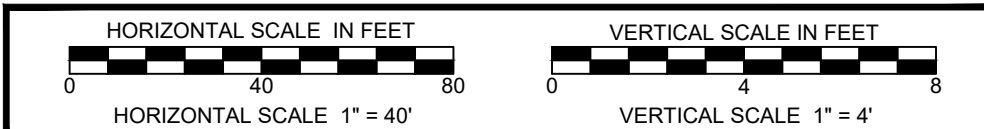
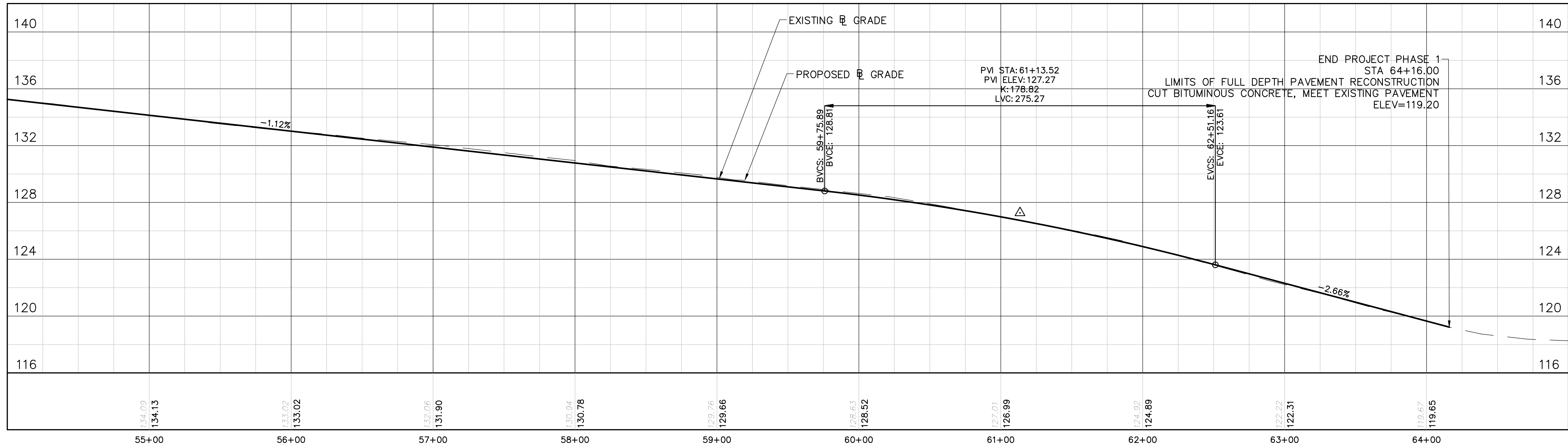
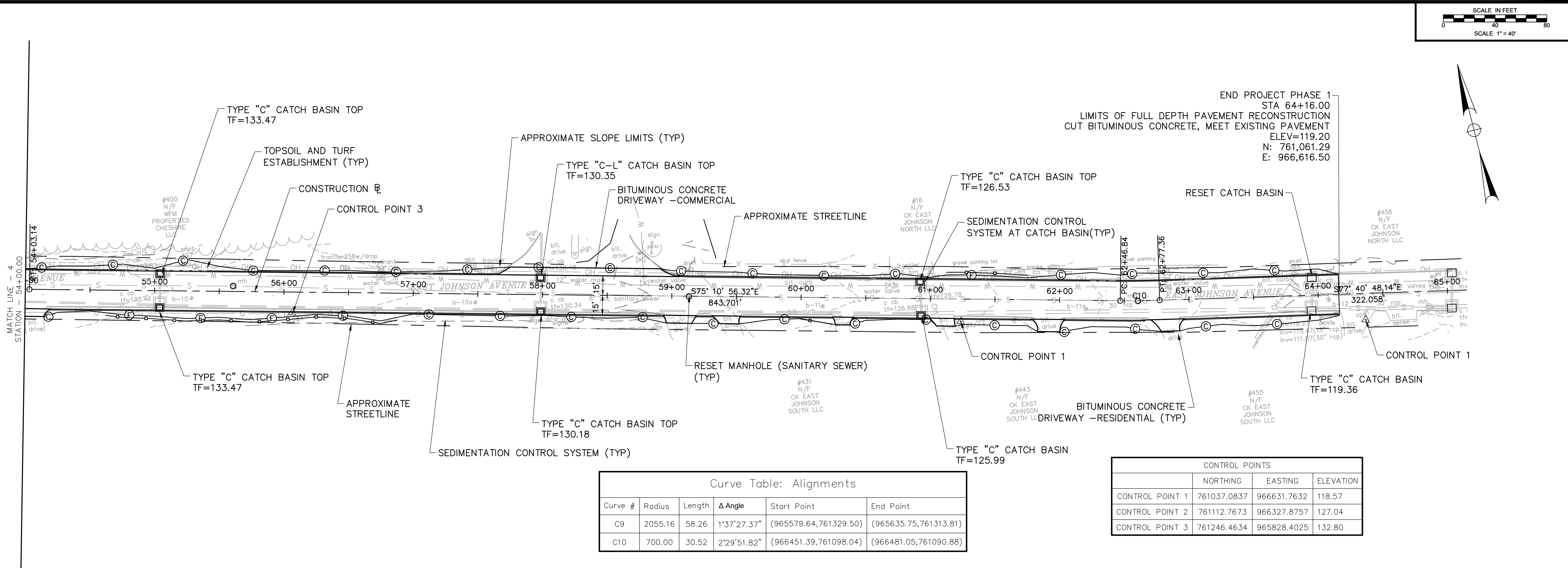




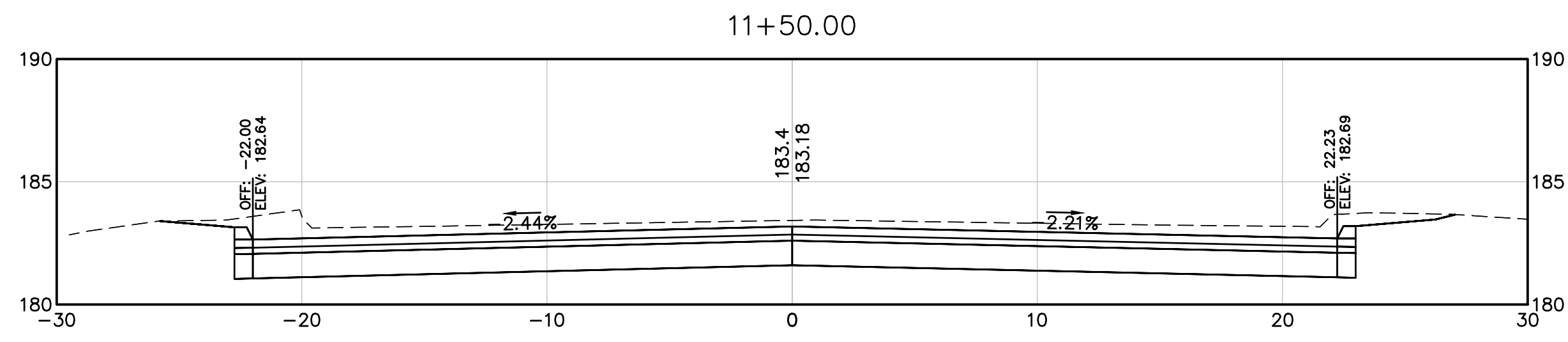
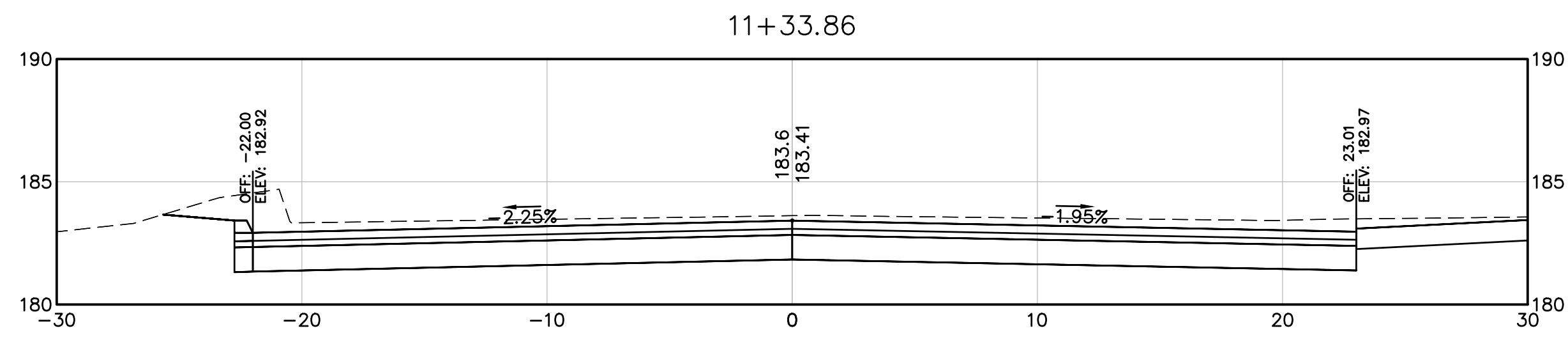
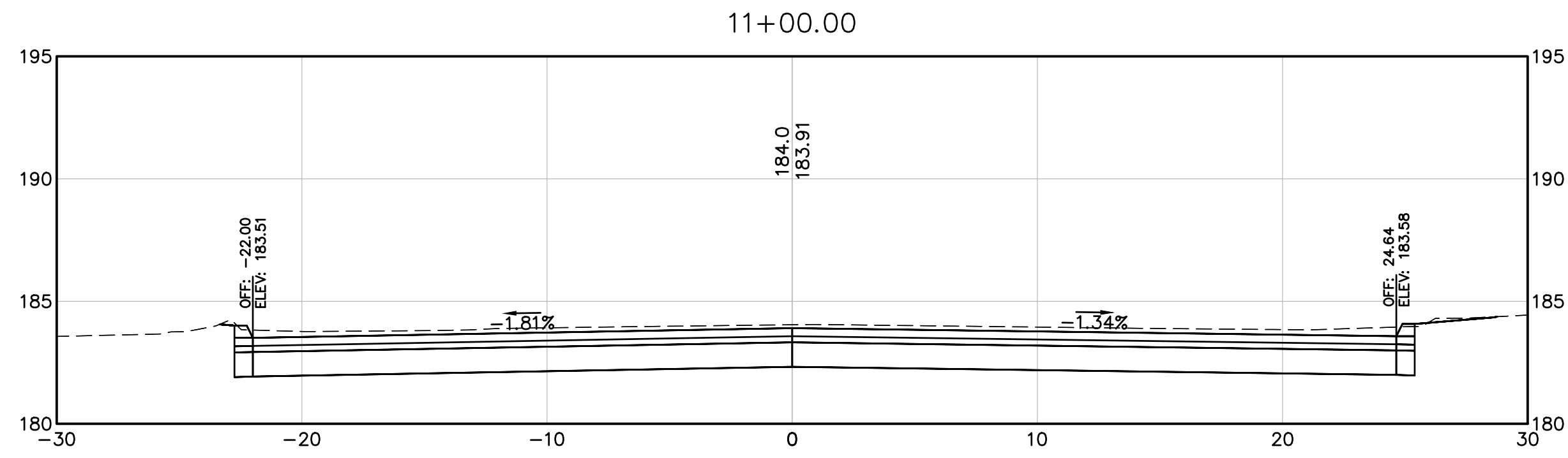
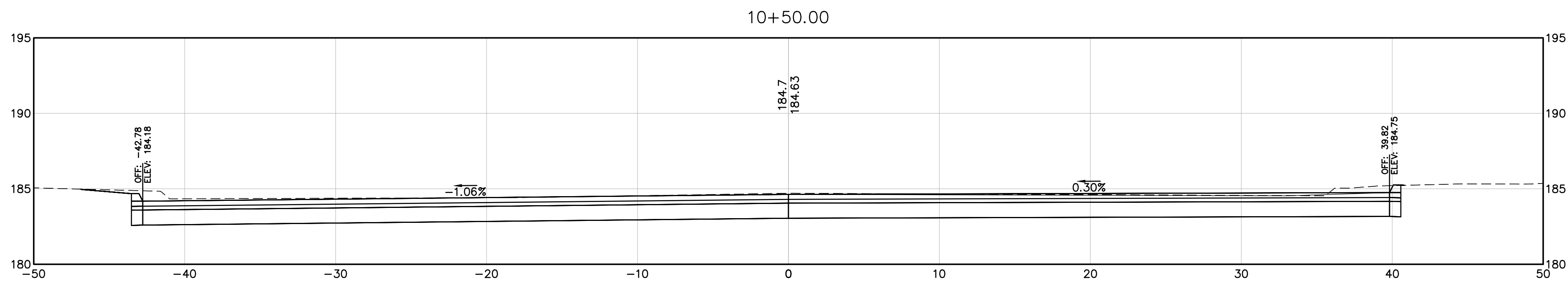
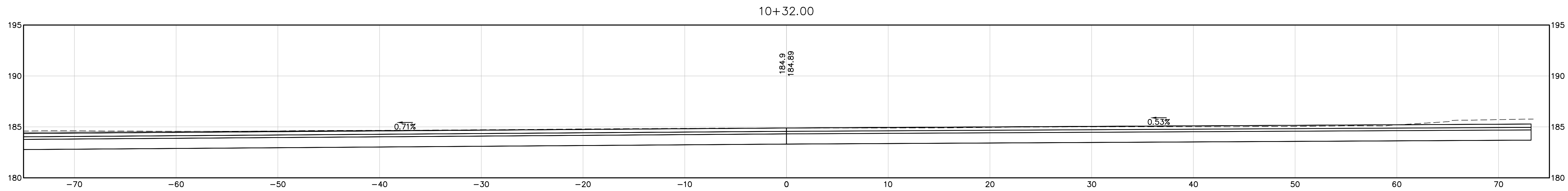
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	NORTHING	EASTING	ELEVATION
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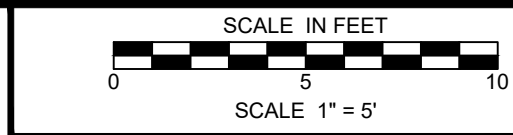
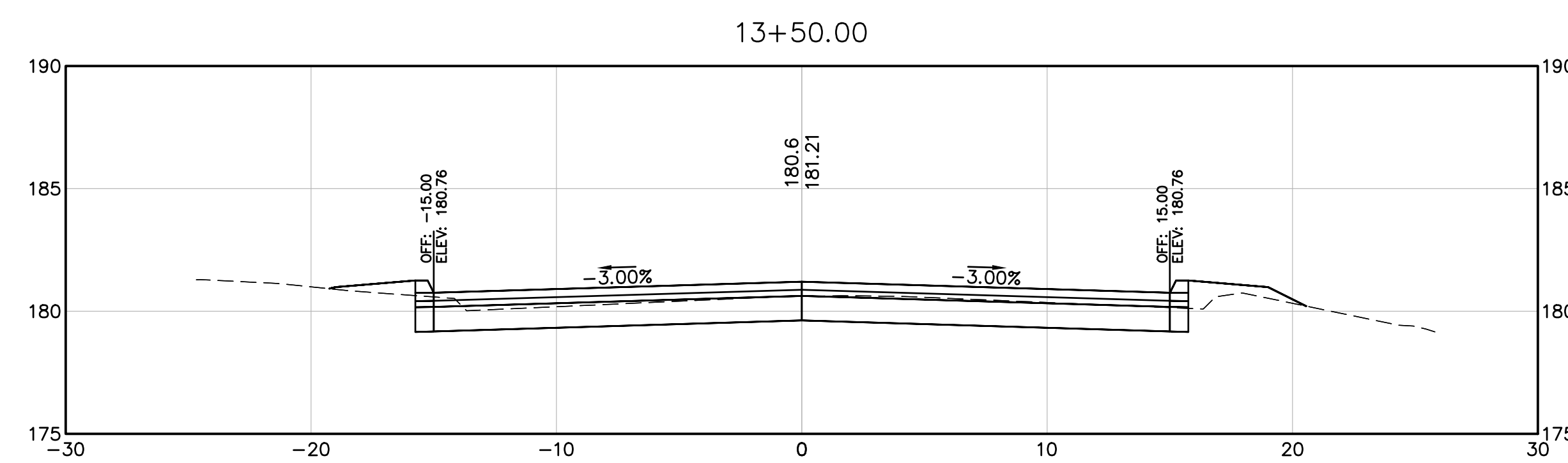
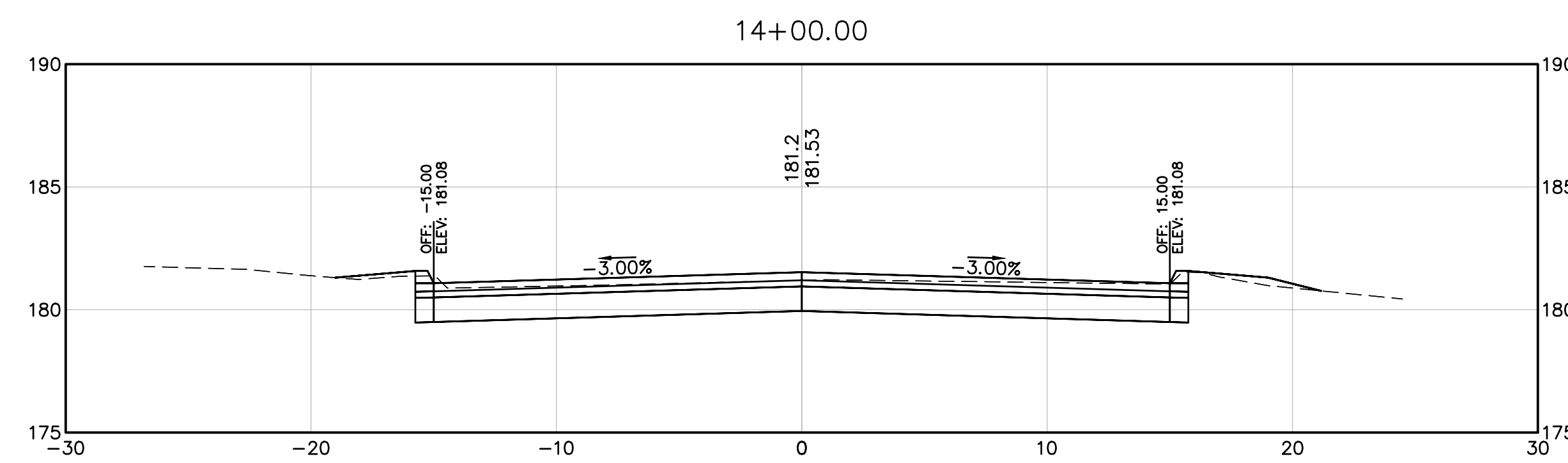
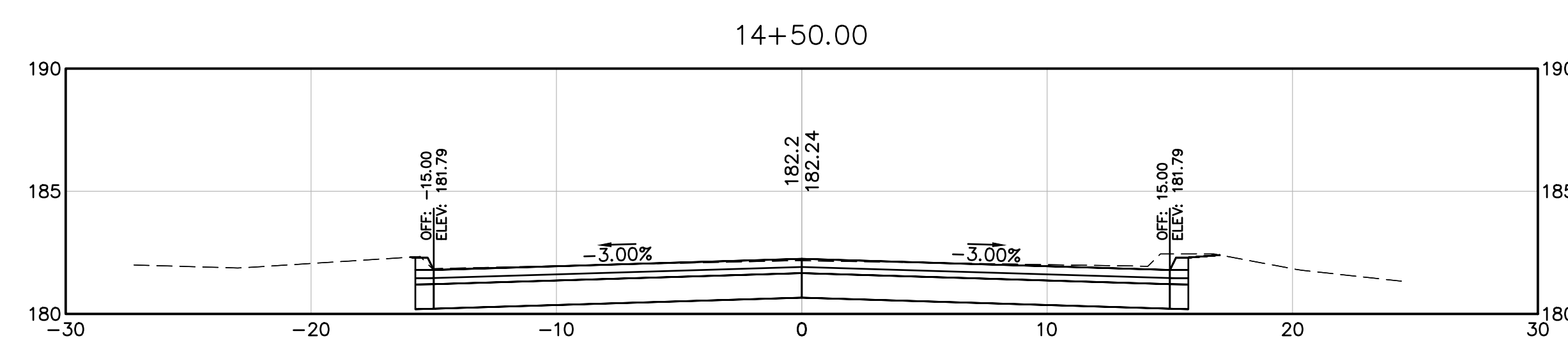
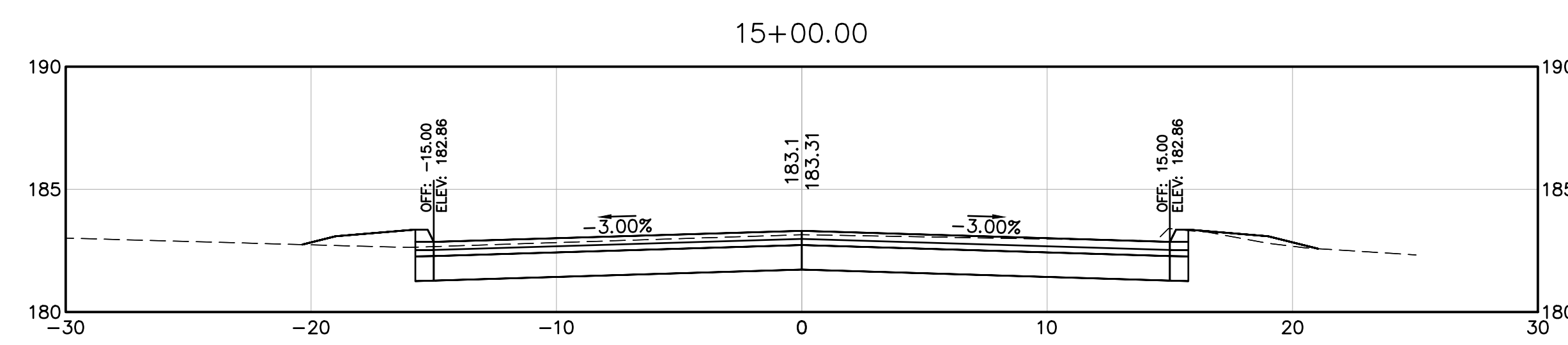
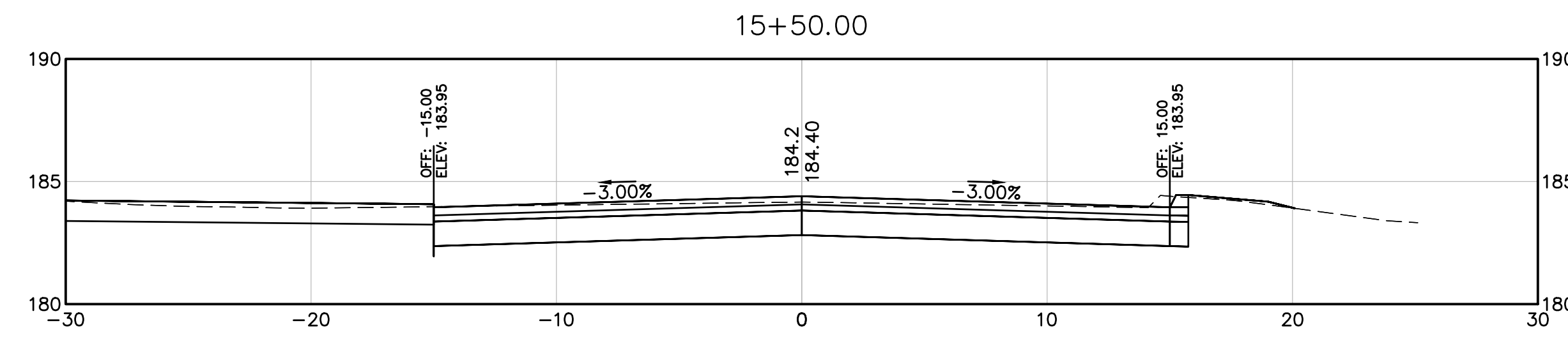
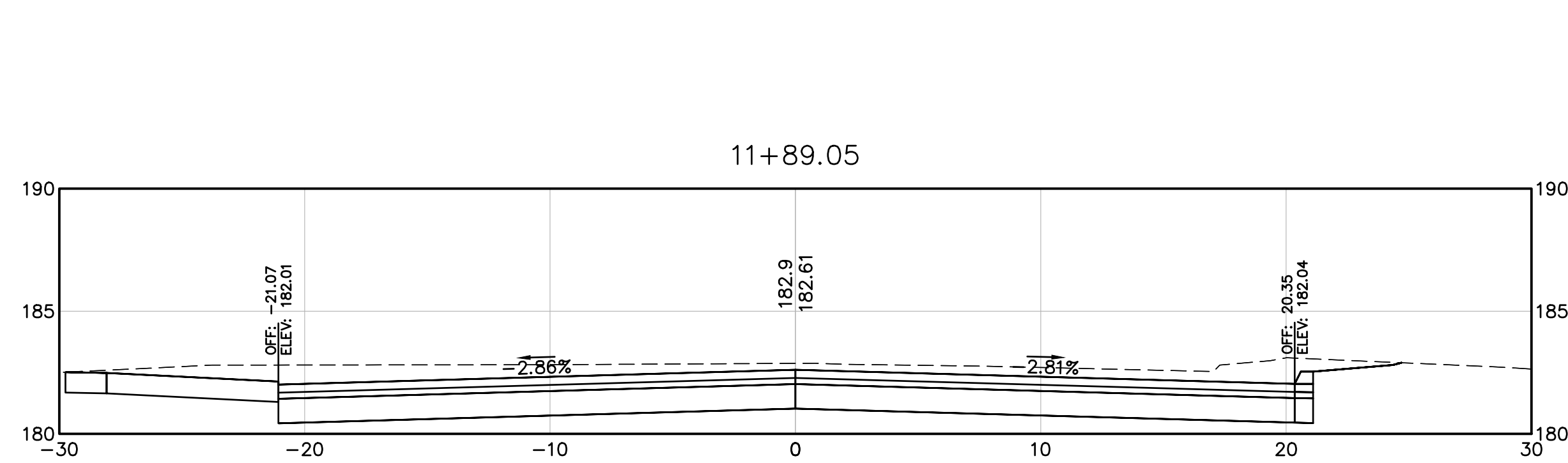
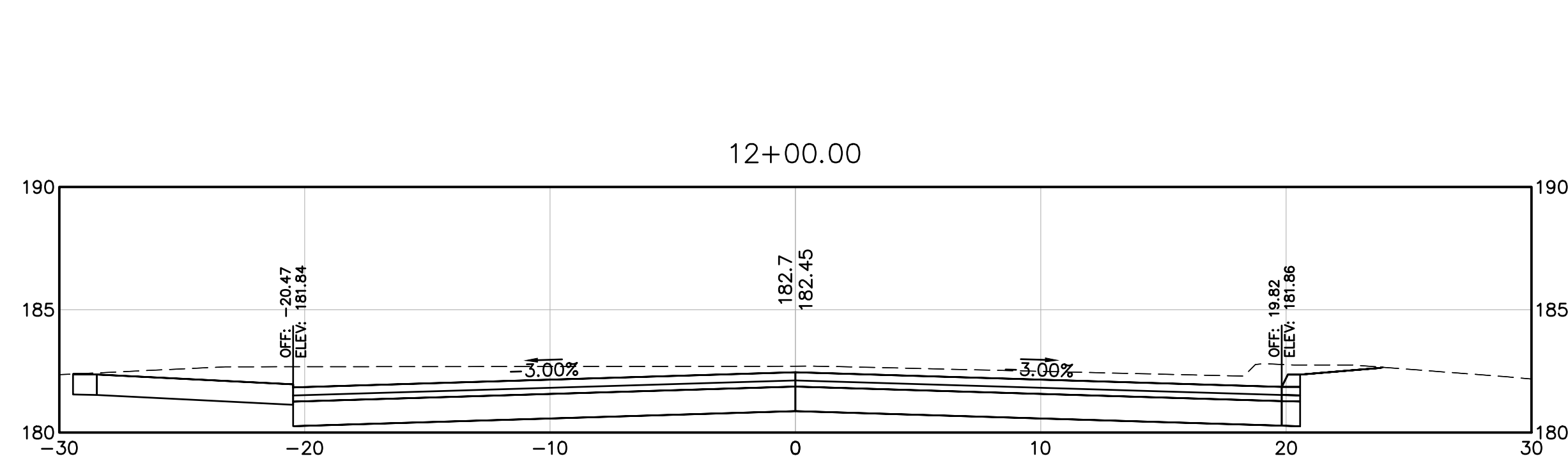
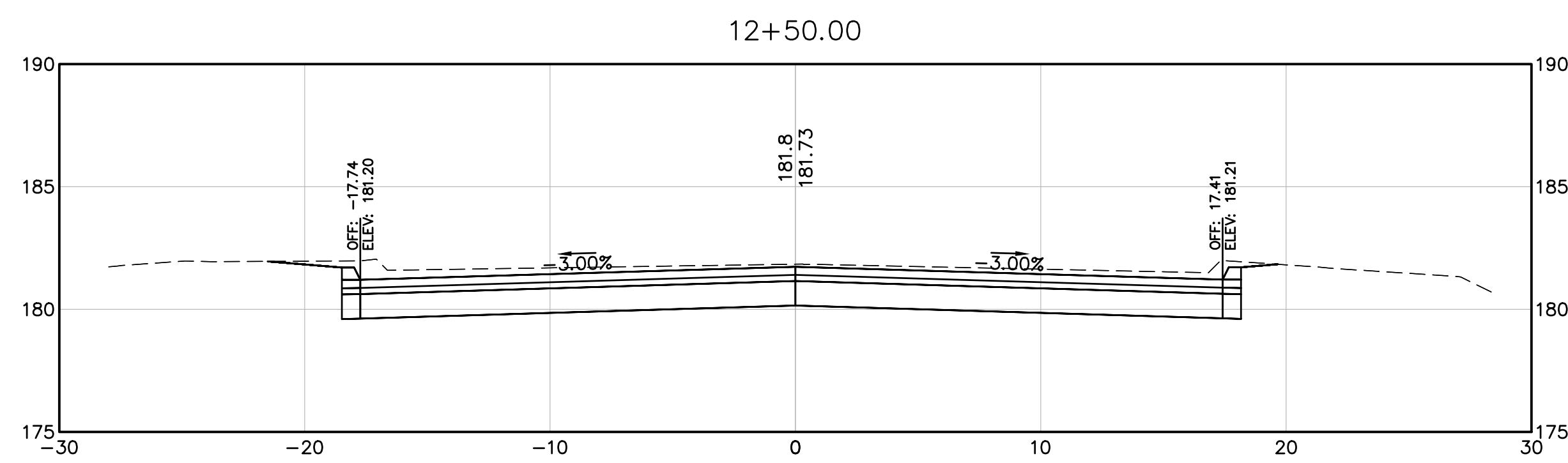
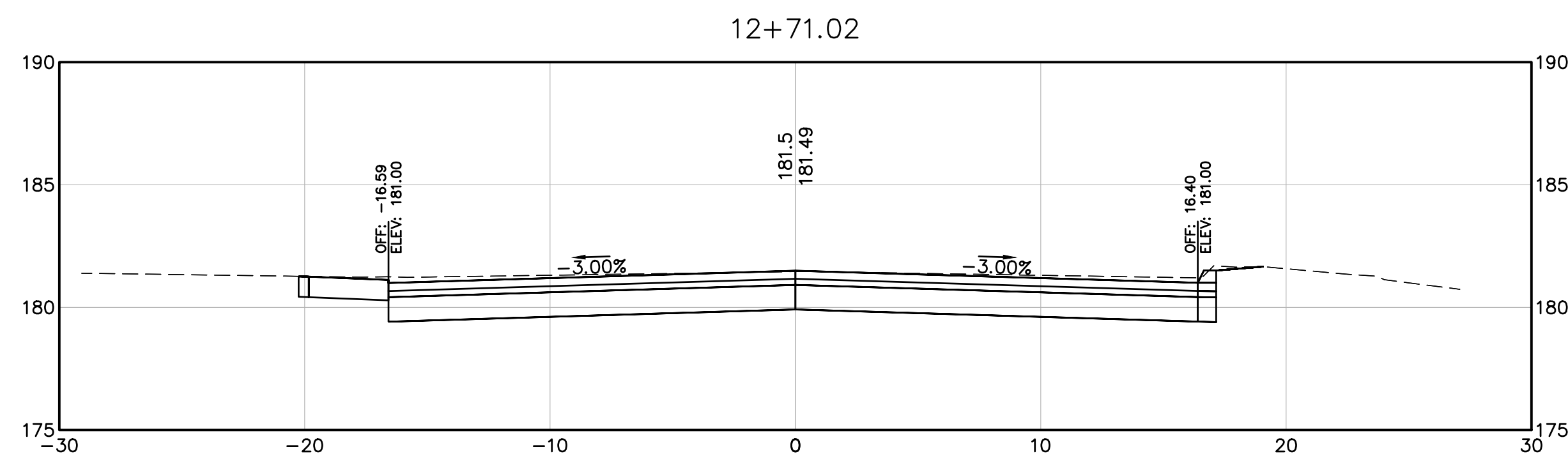
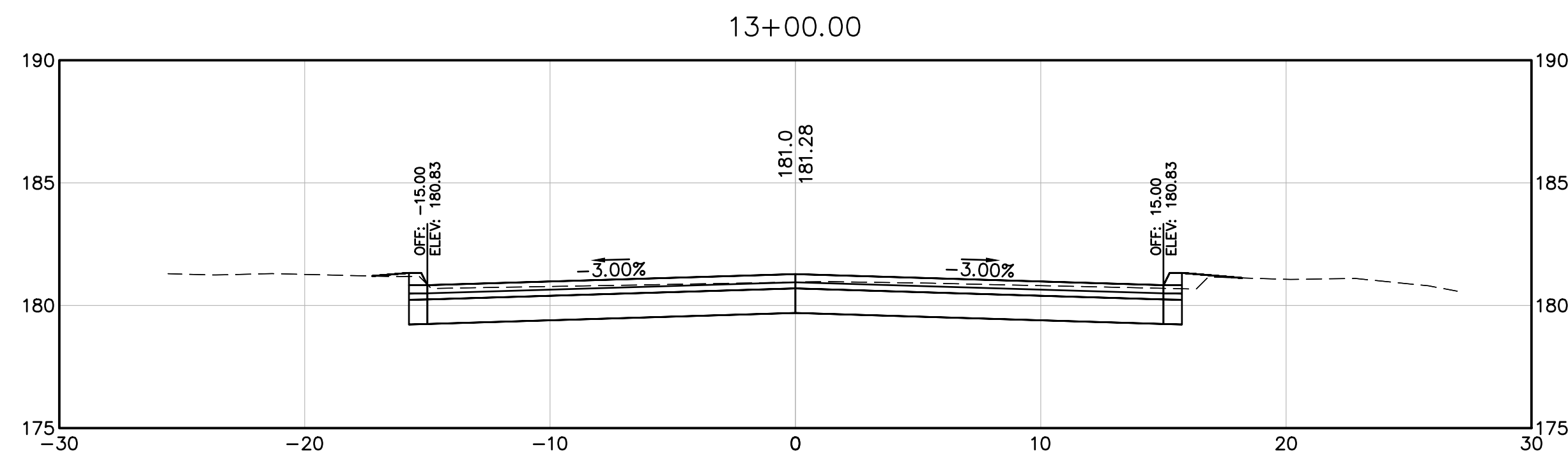


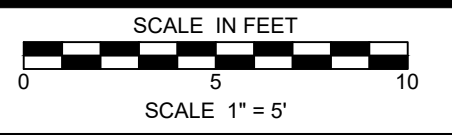
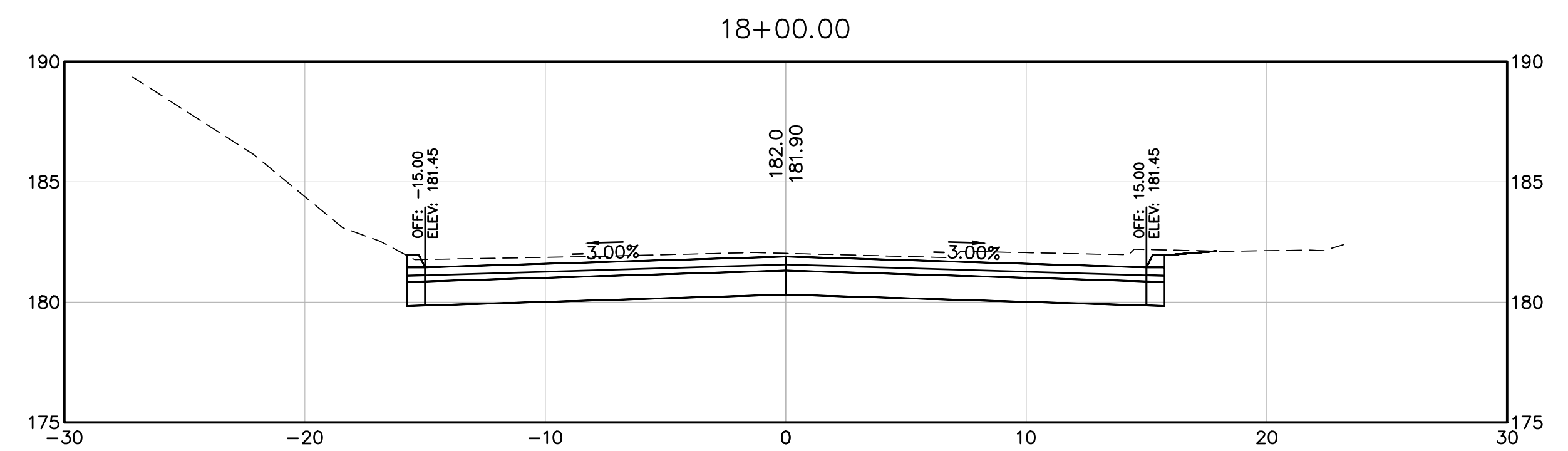
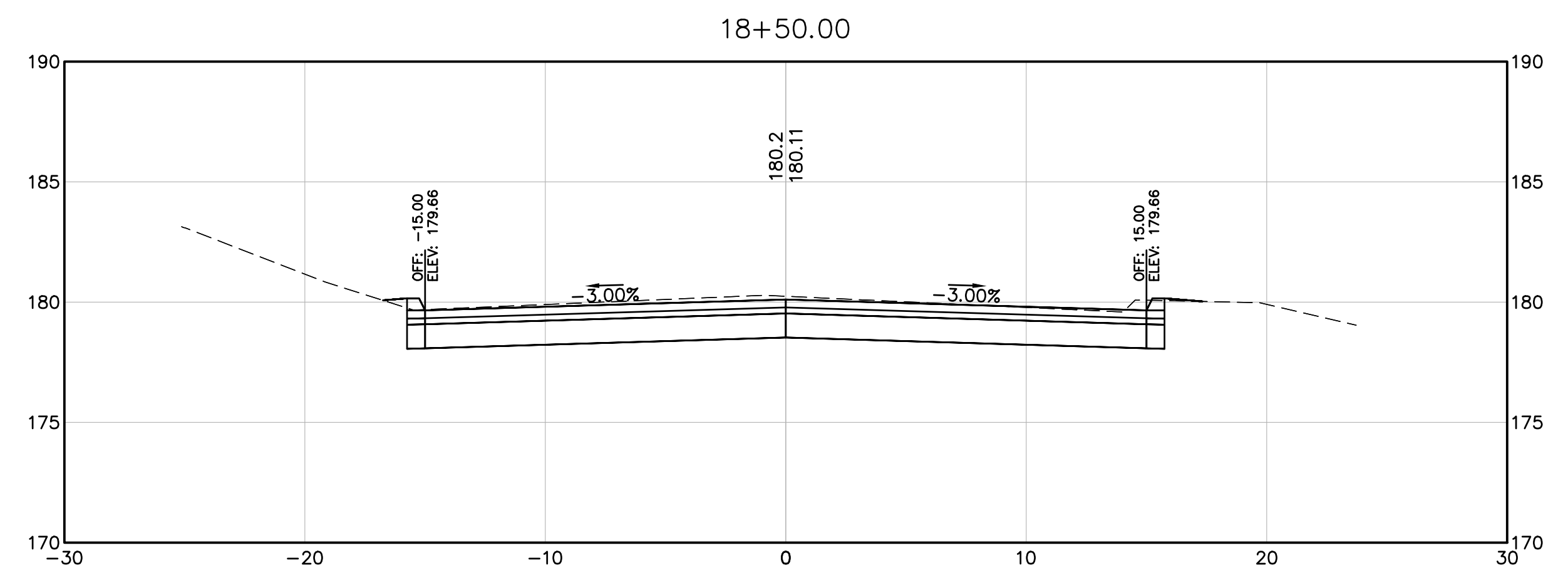
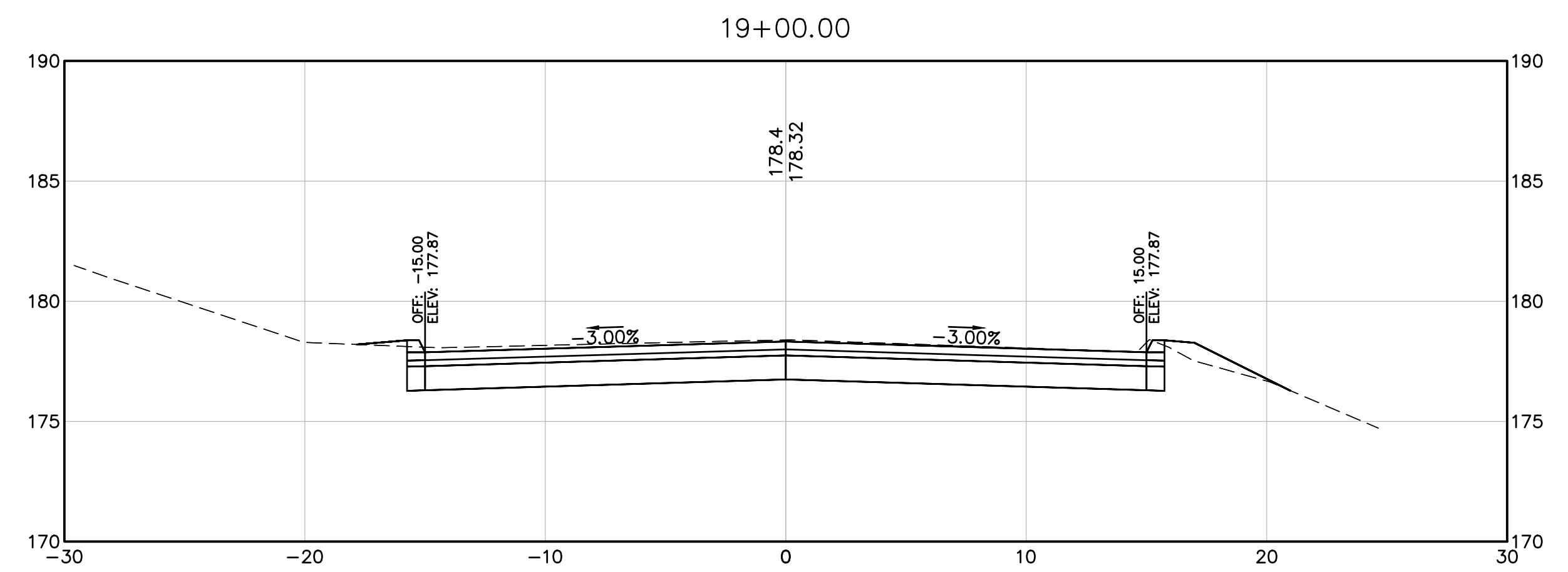
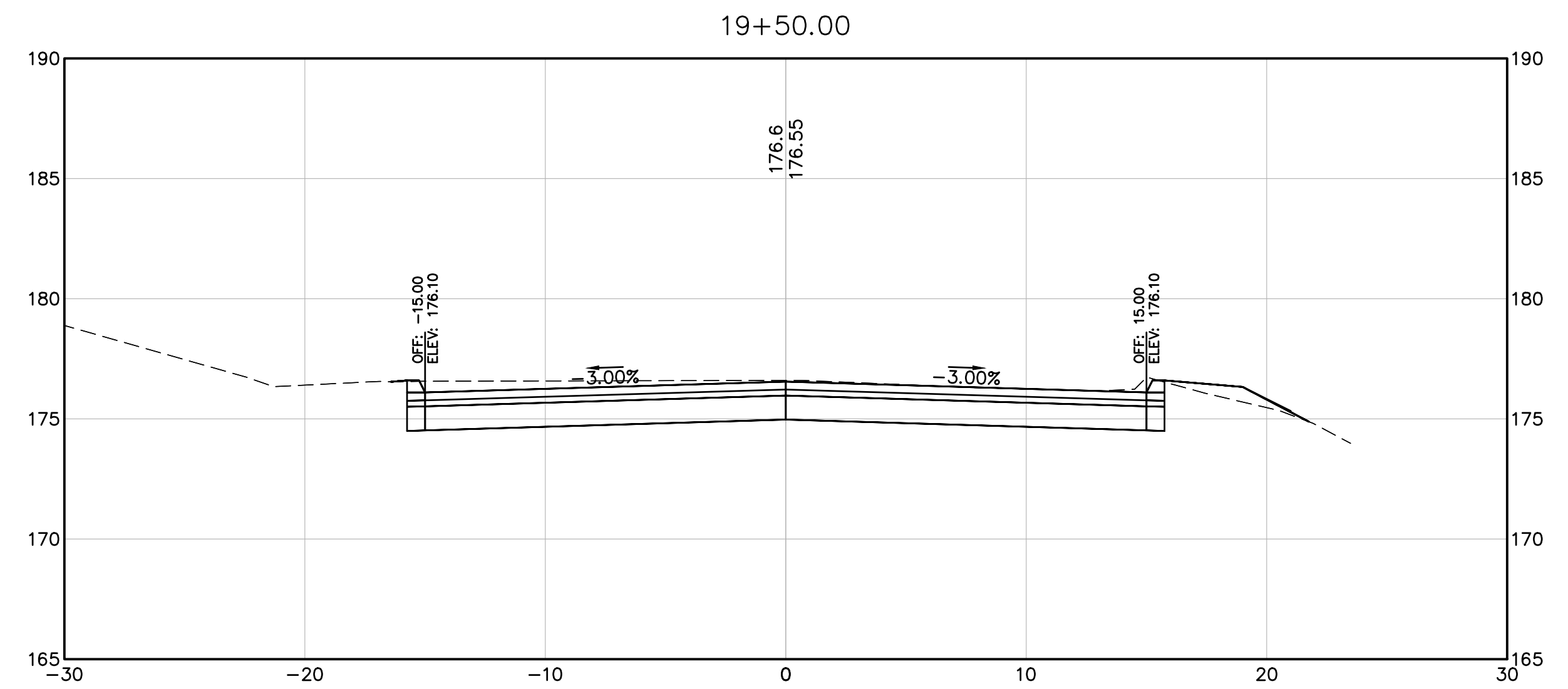
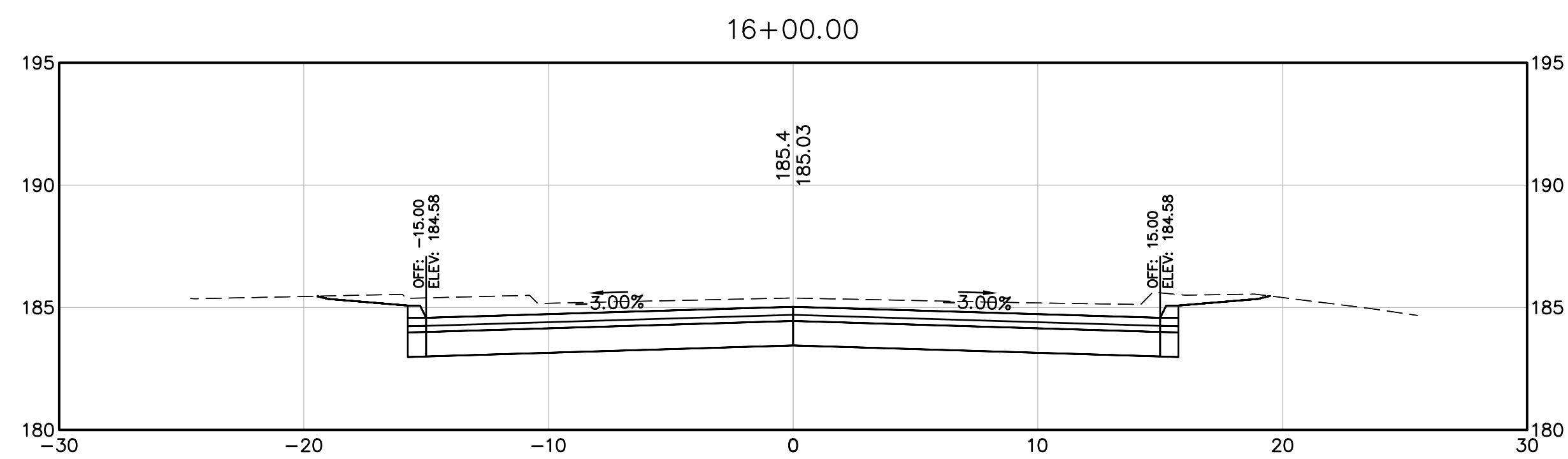
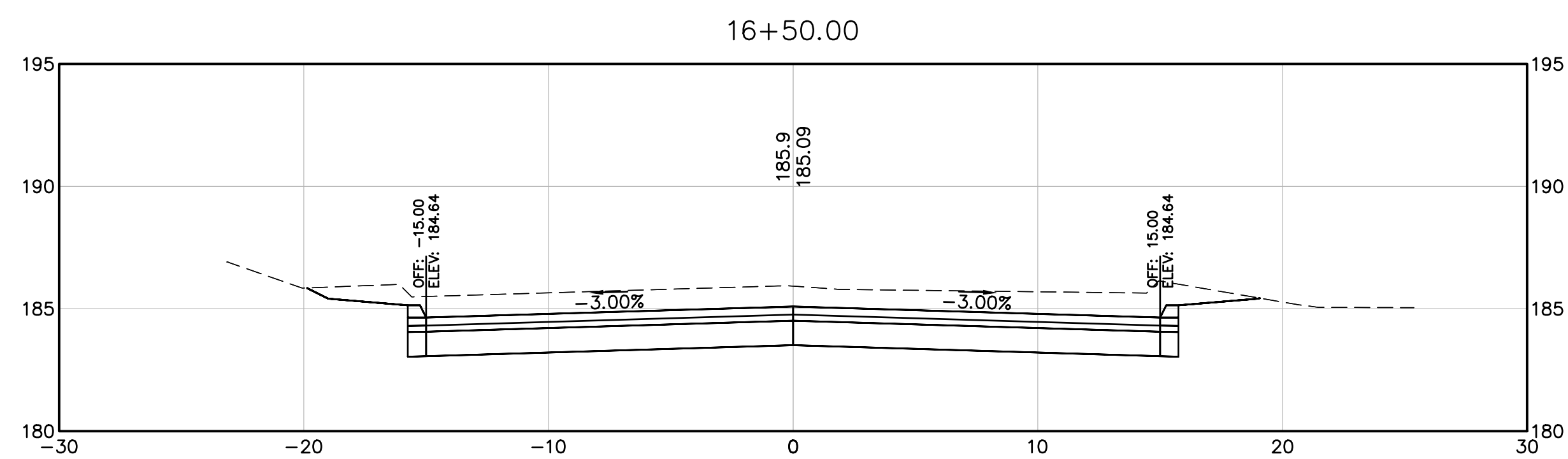
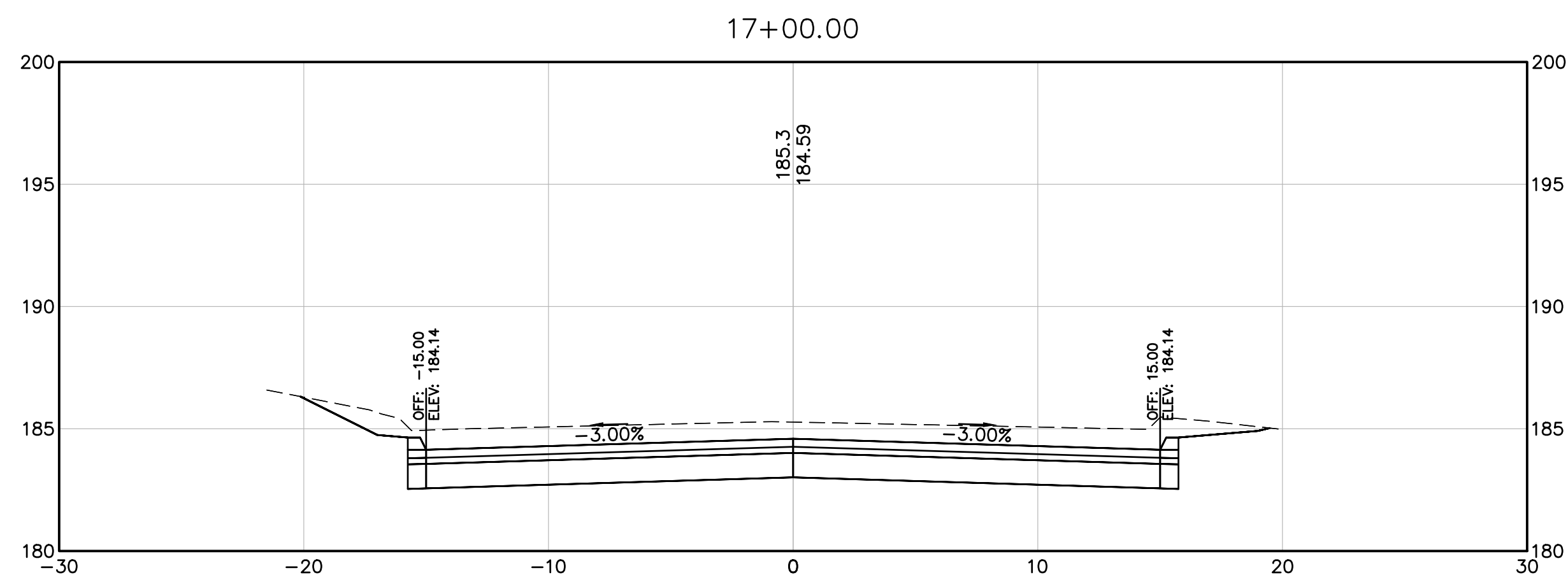
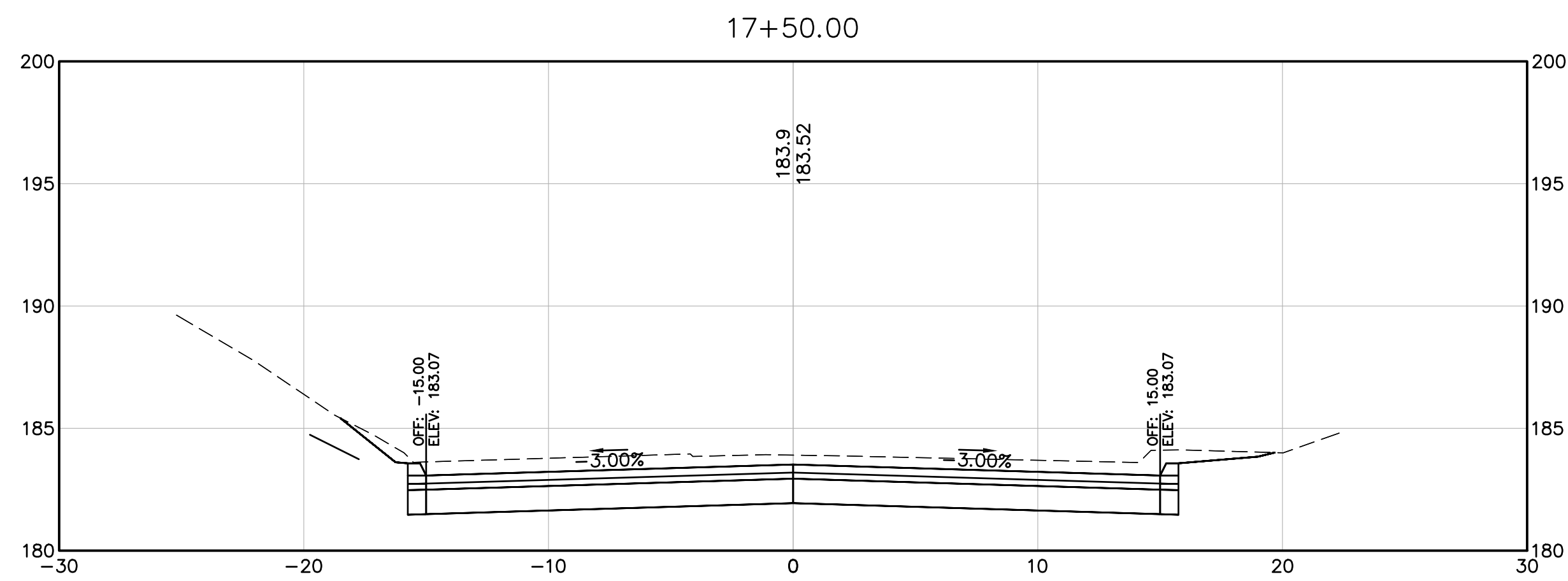
ROADWAY RECONSTRUCTION
EAST JOHNSON AVENUE
CHESHIRE, CONNECTICUT
CROSS SECTIONS

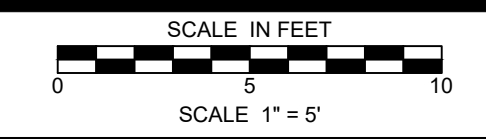
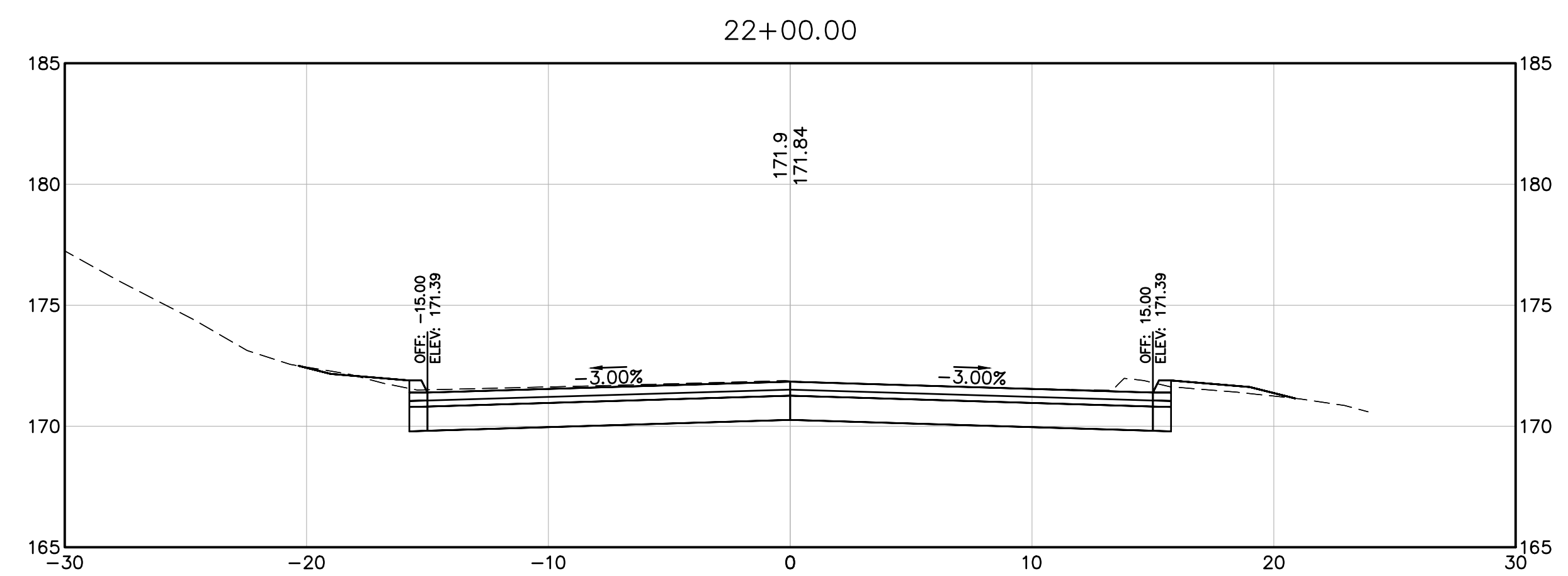
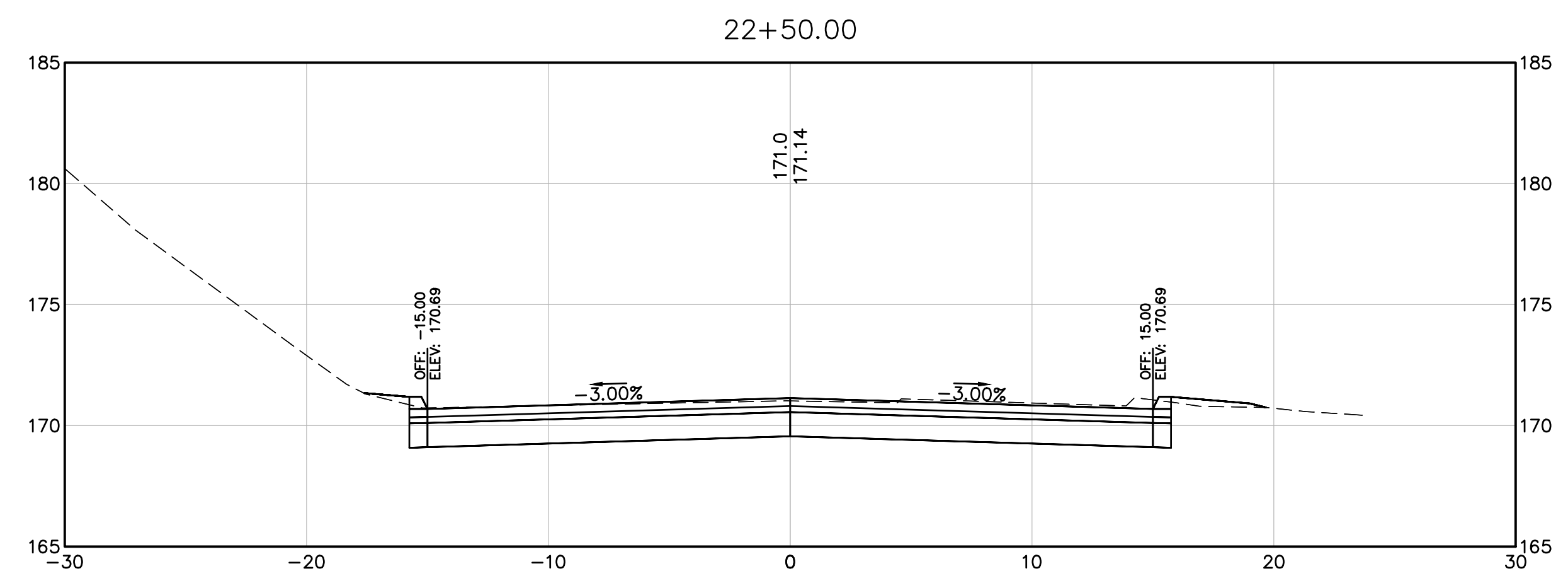
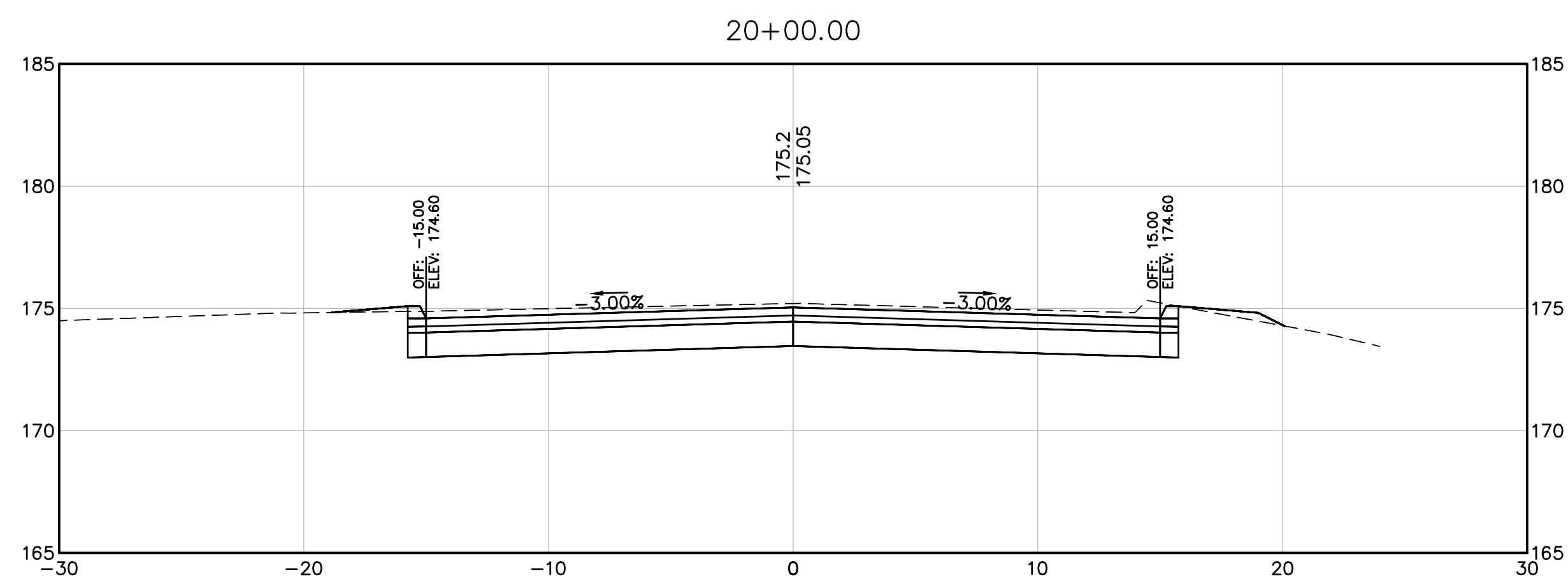
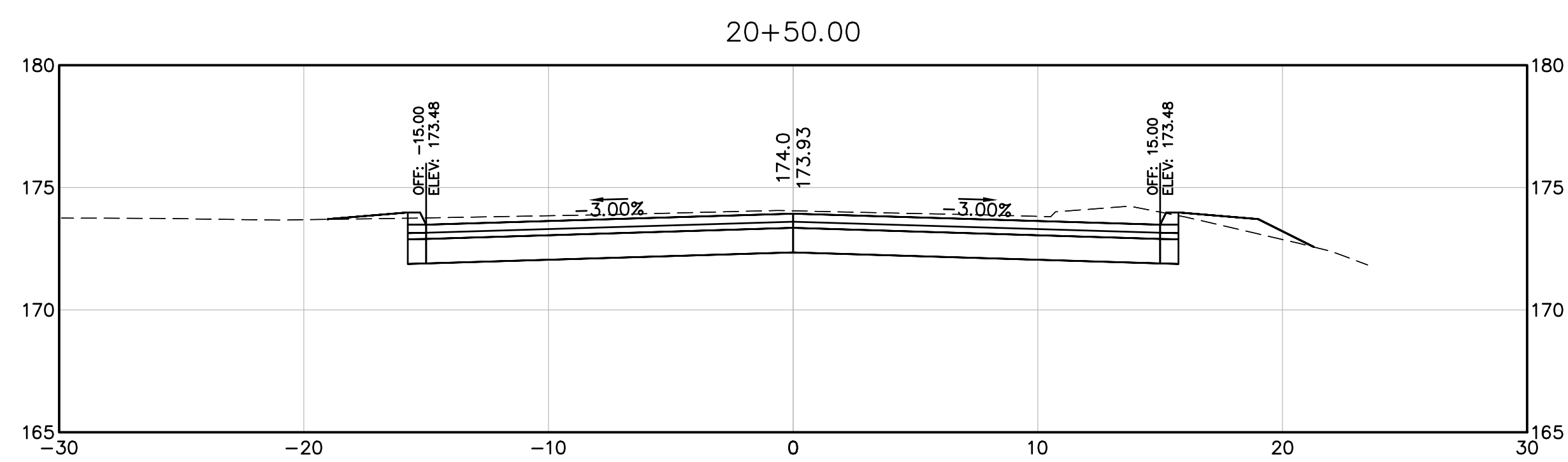
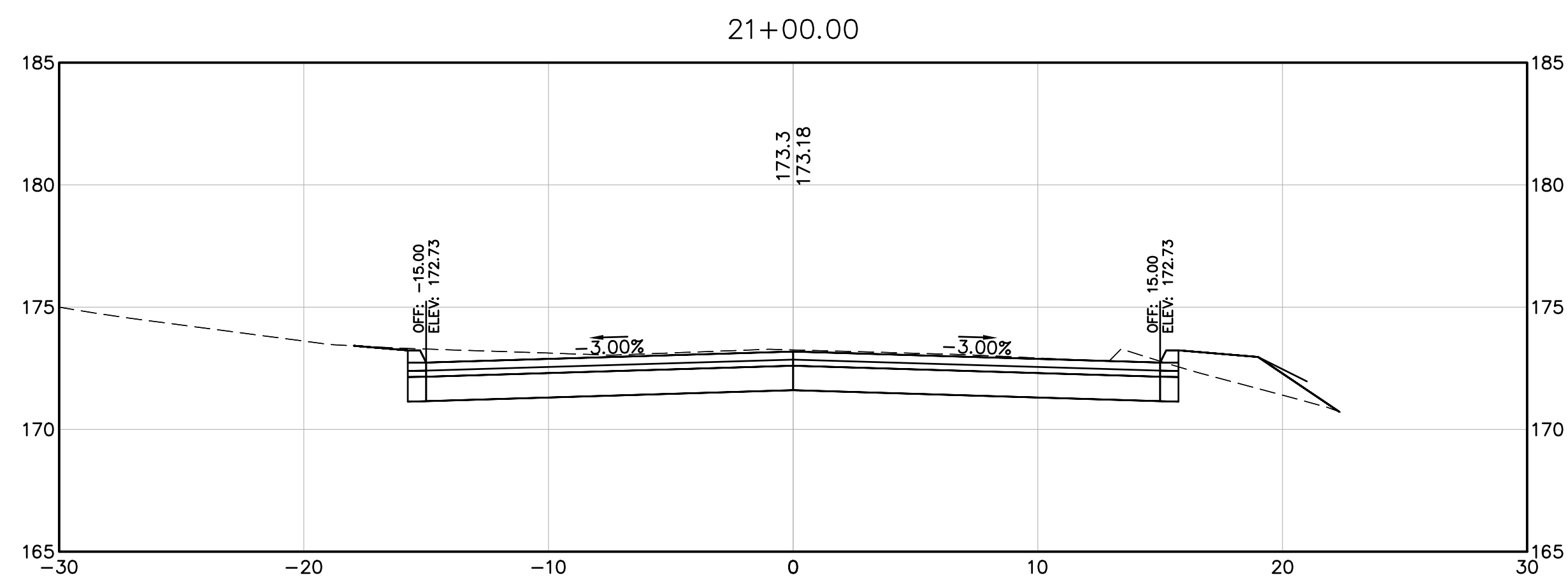
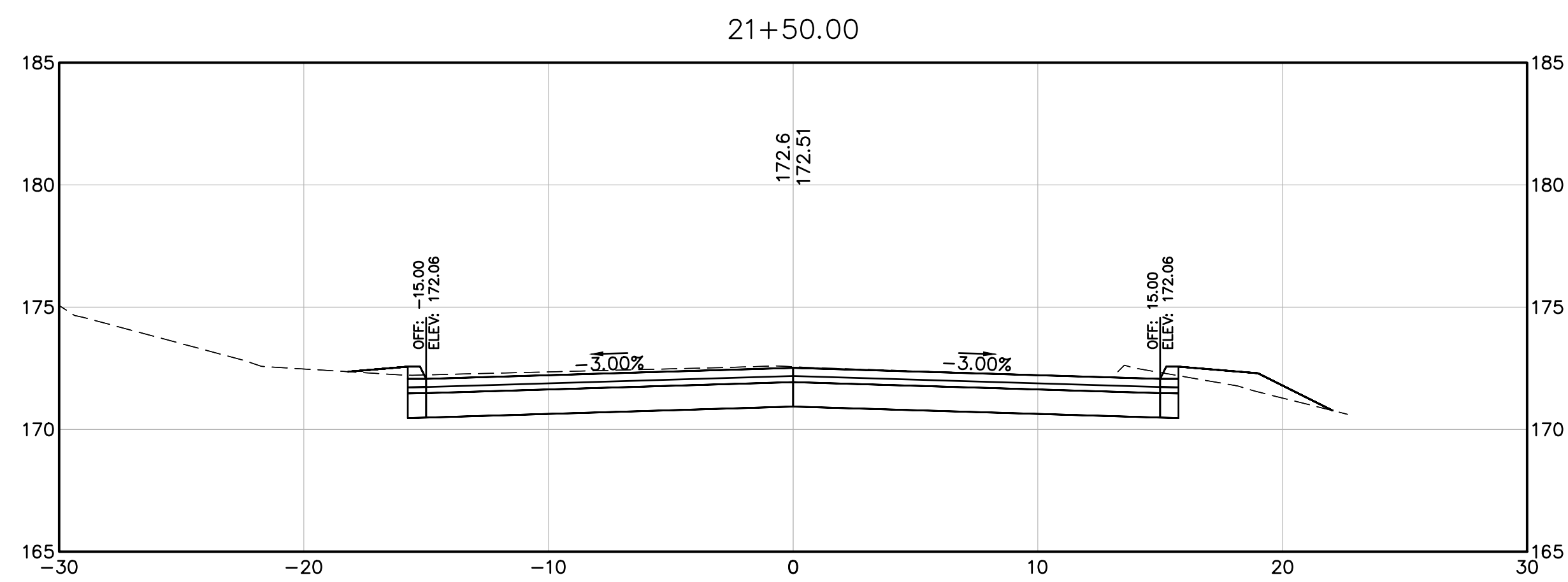
CARDINAL
ENGINEERING ASSOCIATES
180 RESEARCH PARKWAY | MERIDEN, CT 06450 | 203-238-1869
457 BANTAM RD | LITCHFIELD, CT 06751 | 860-377-7106

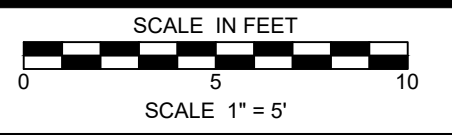
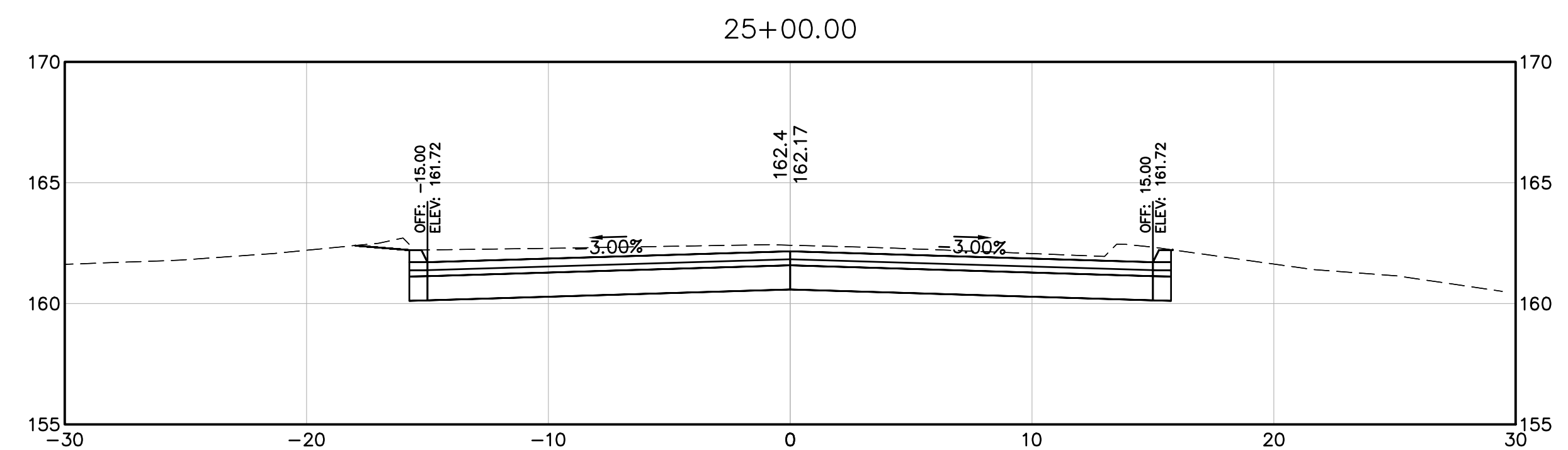
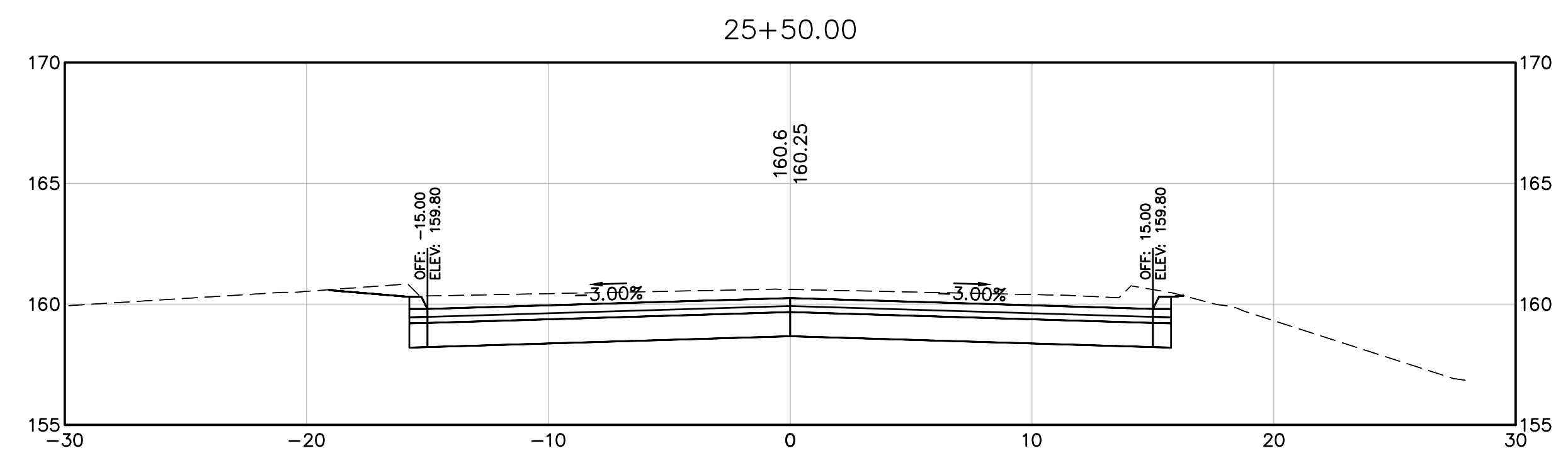
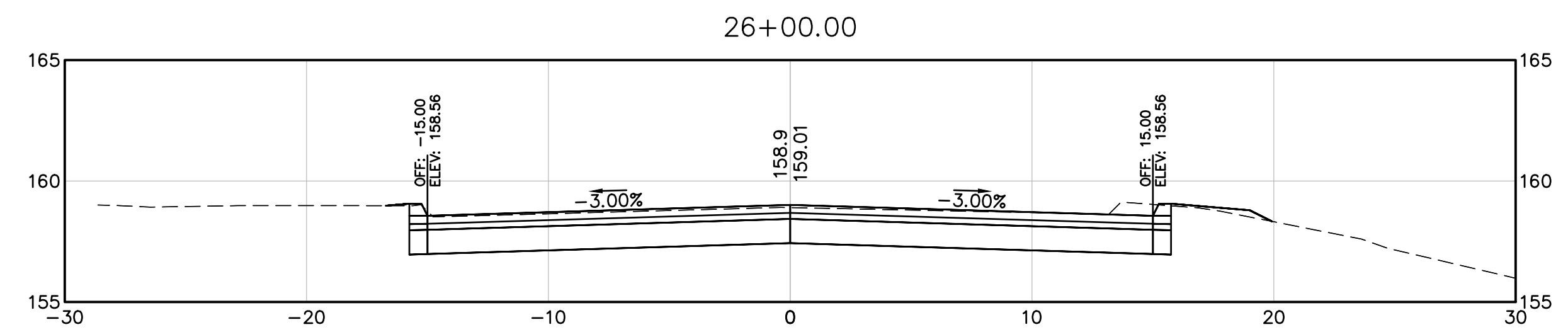
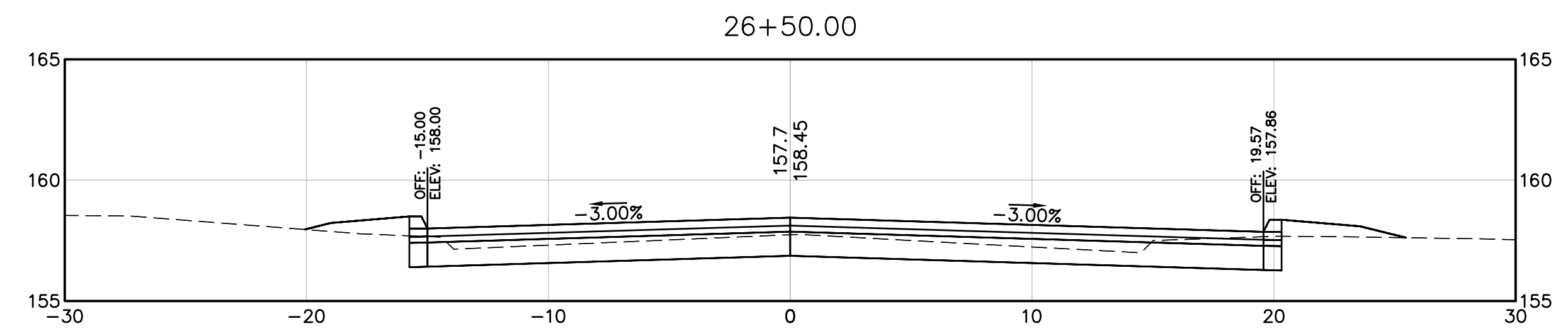
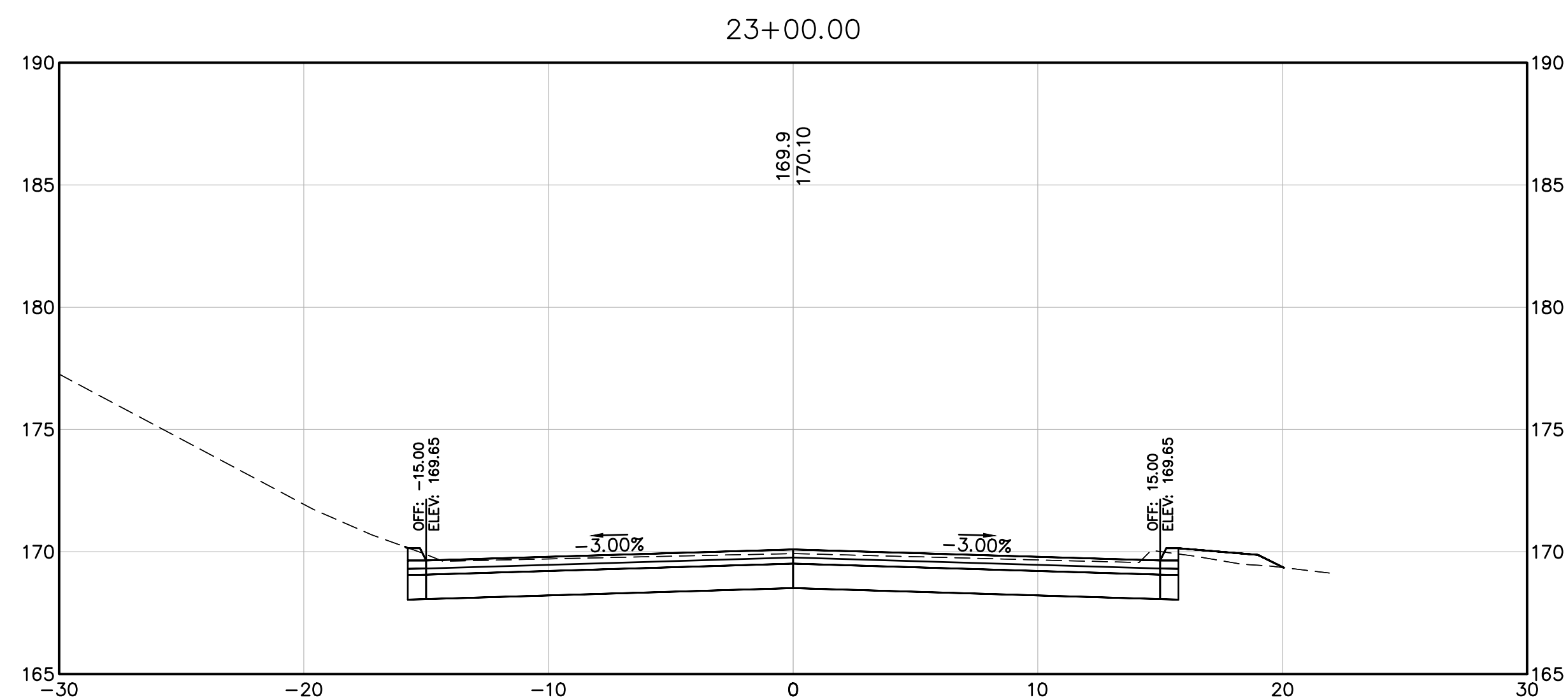
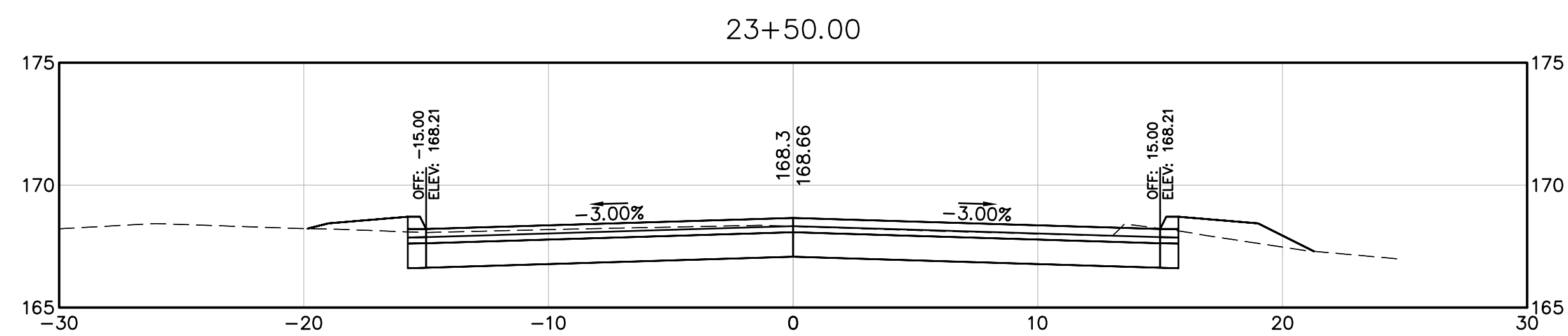
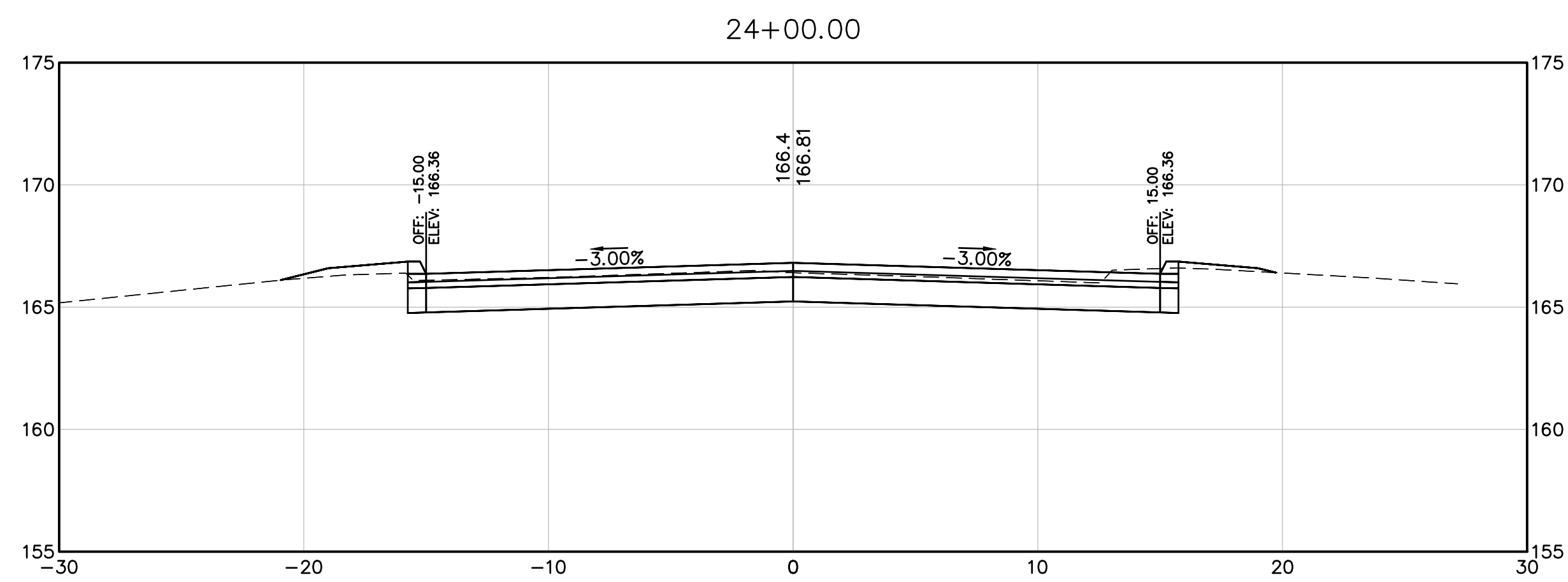
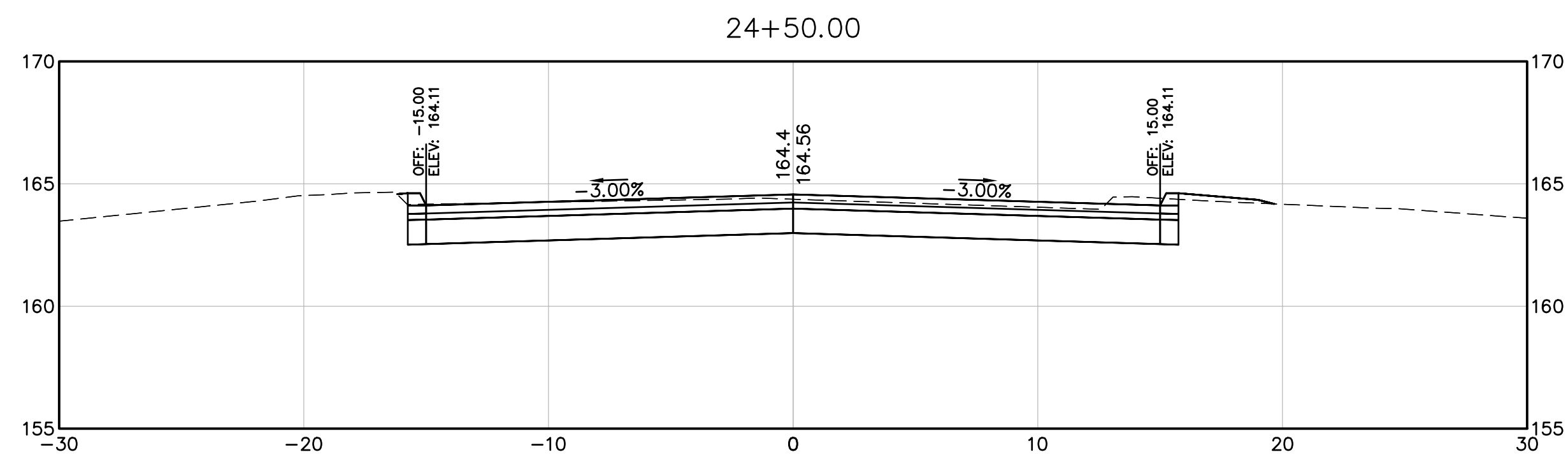
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SCALE: AS NOTED
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY: JAC

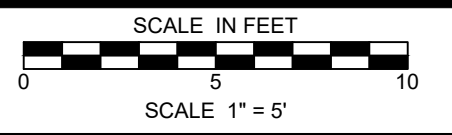
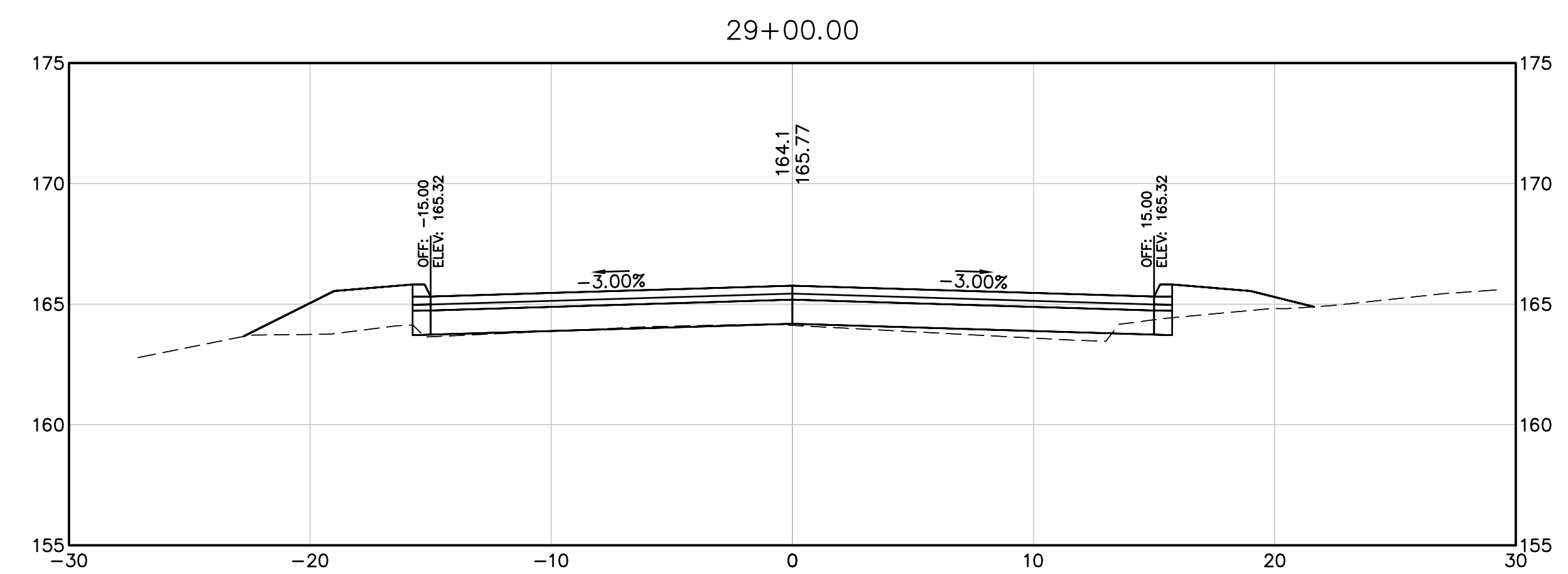
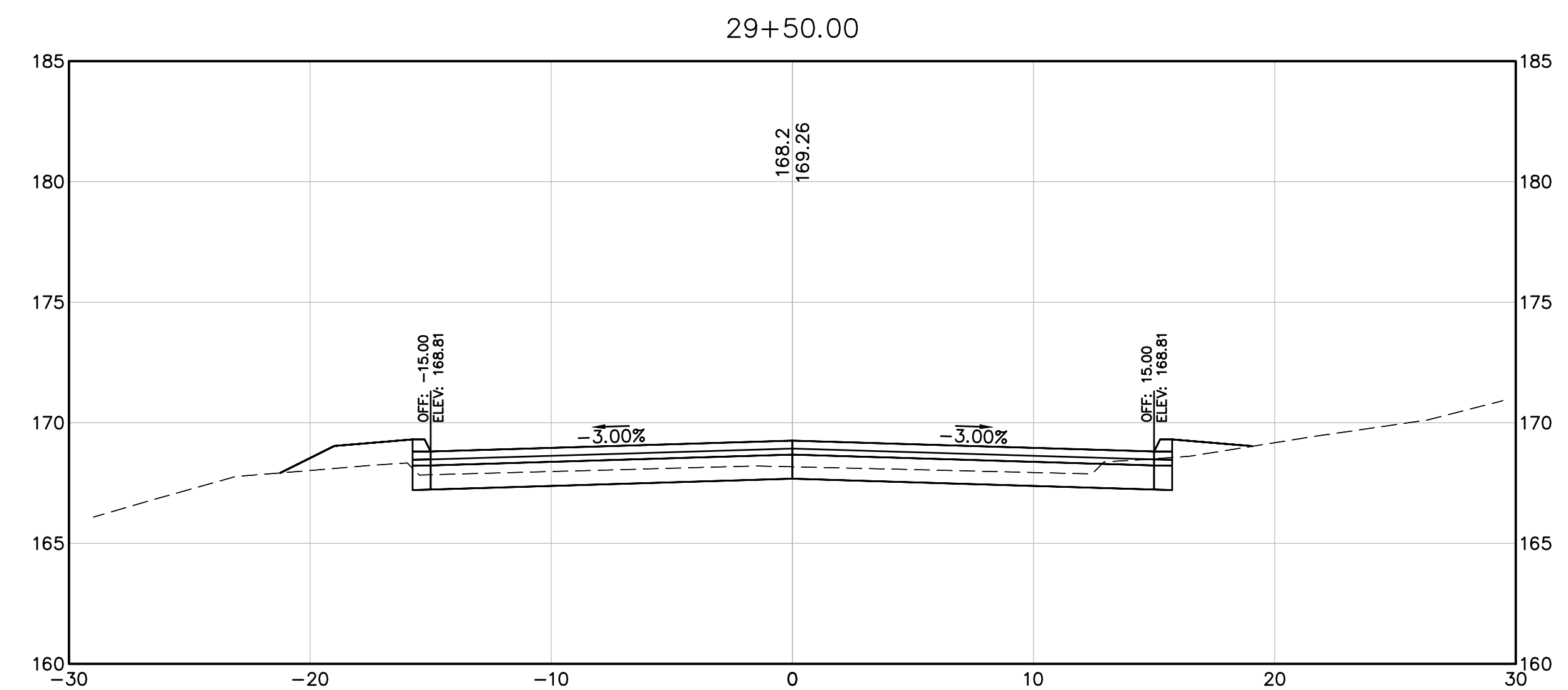
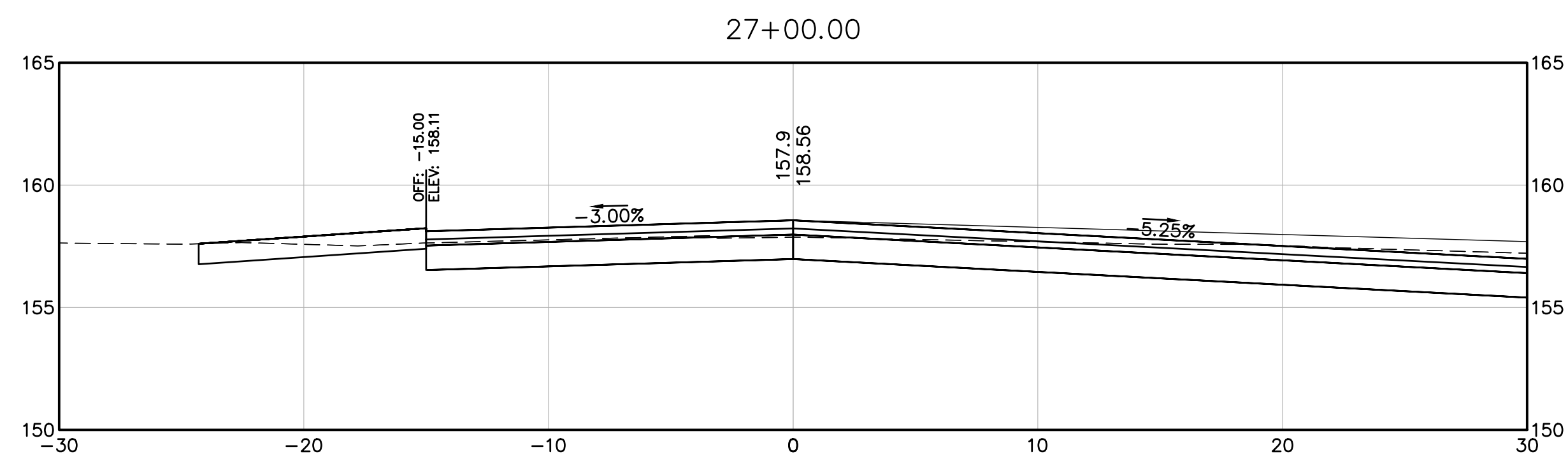
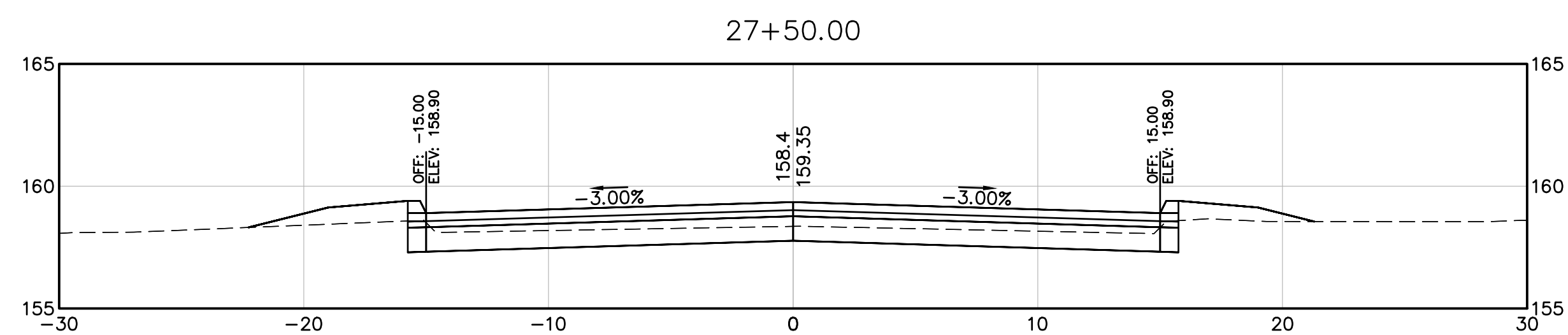
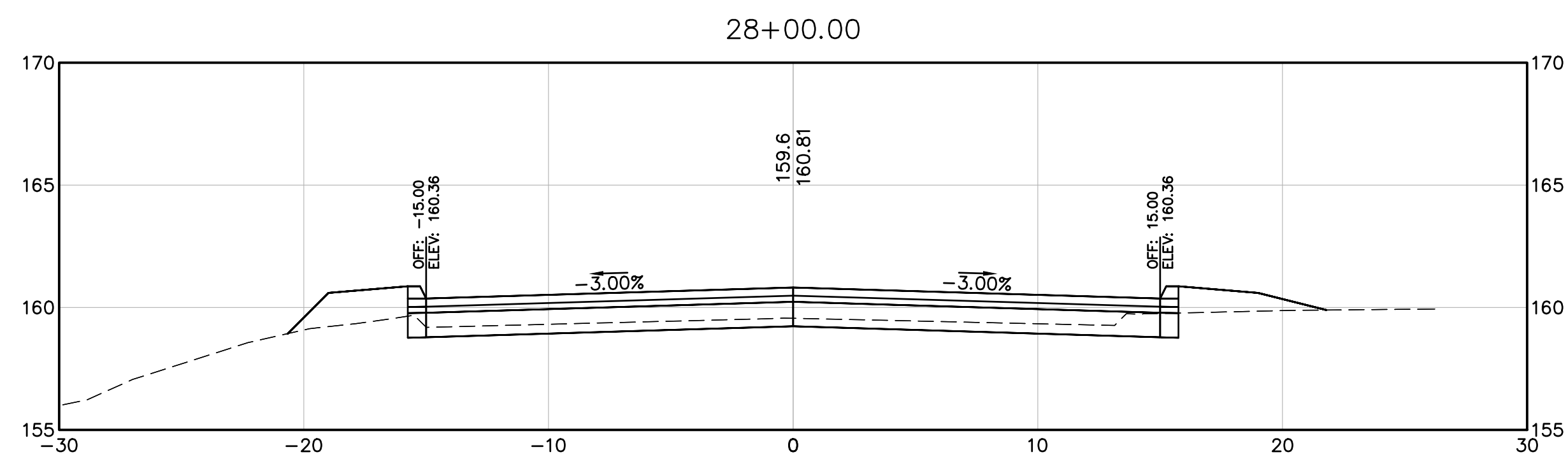
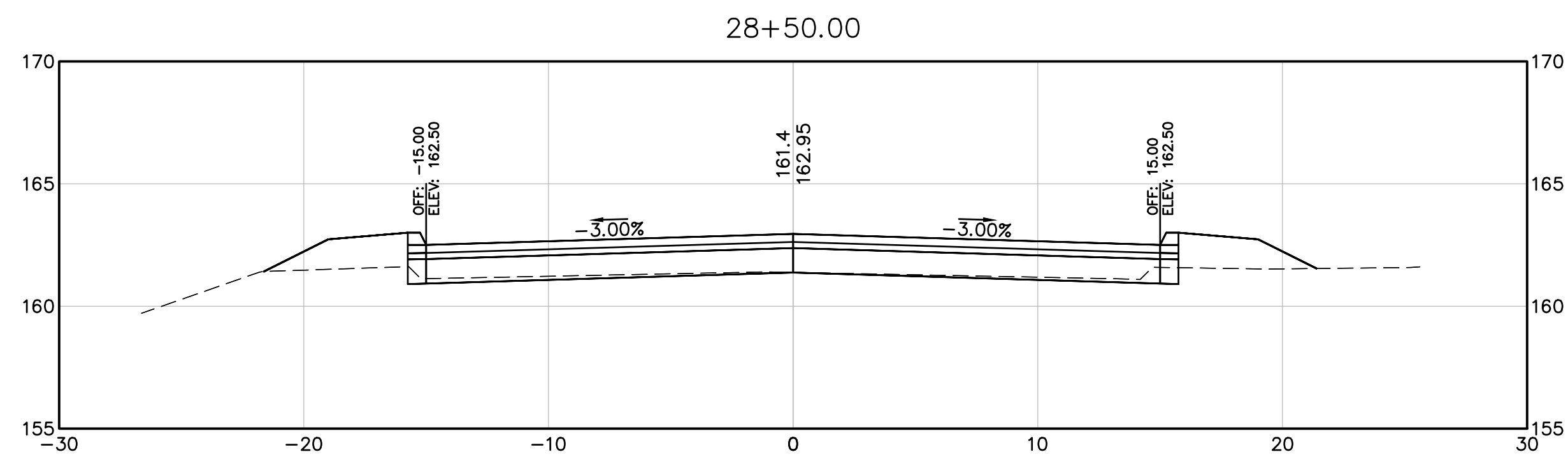
NO.	REVISION	DATE	BY

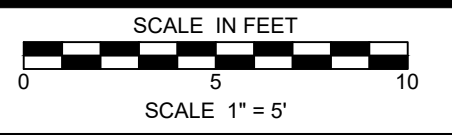
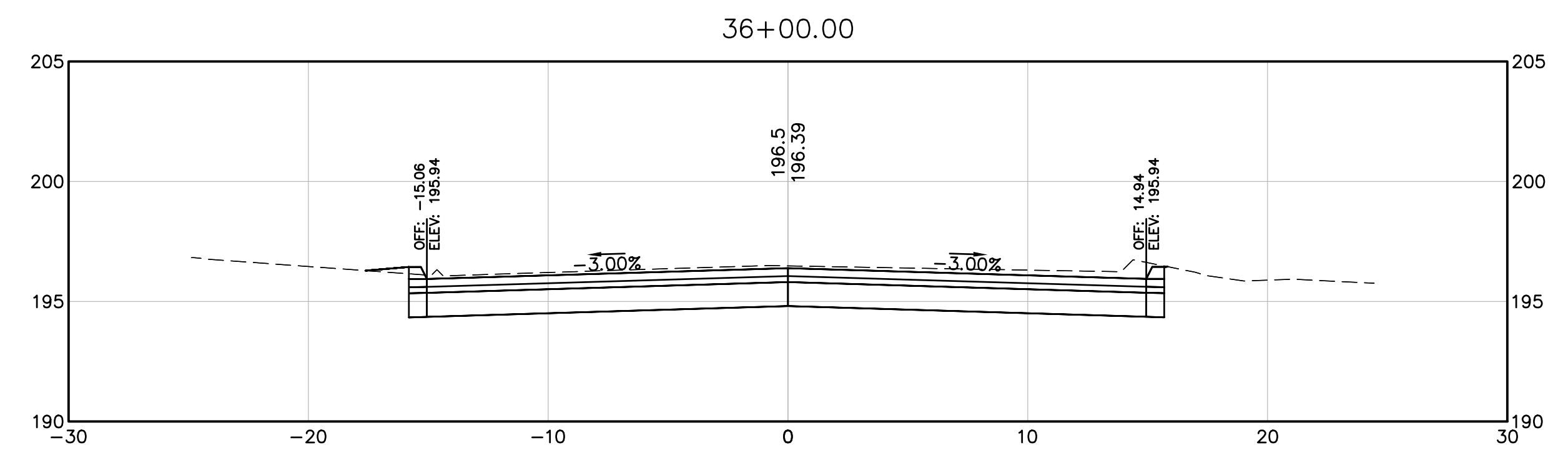
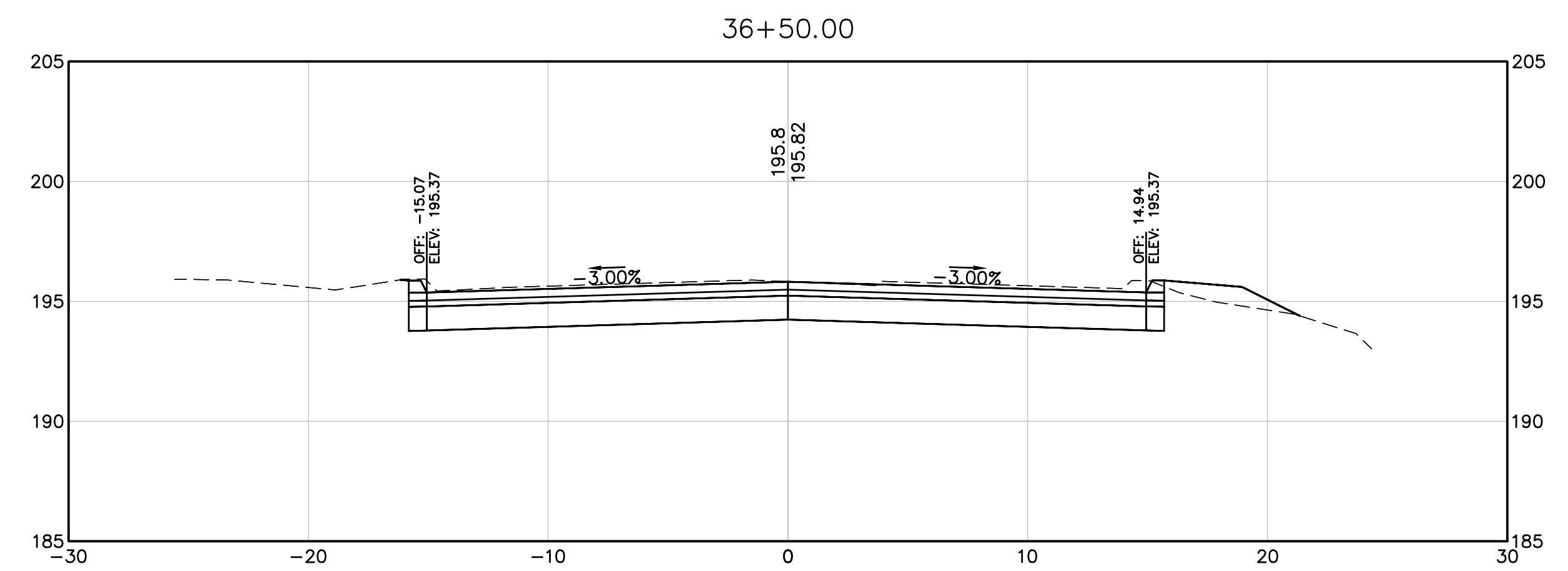
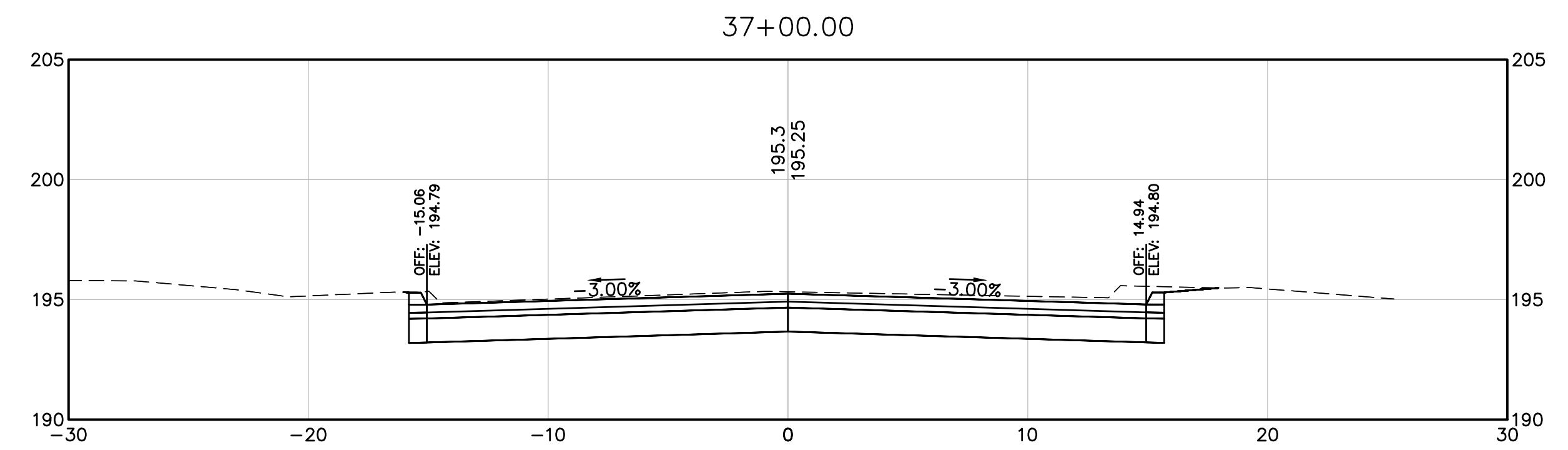
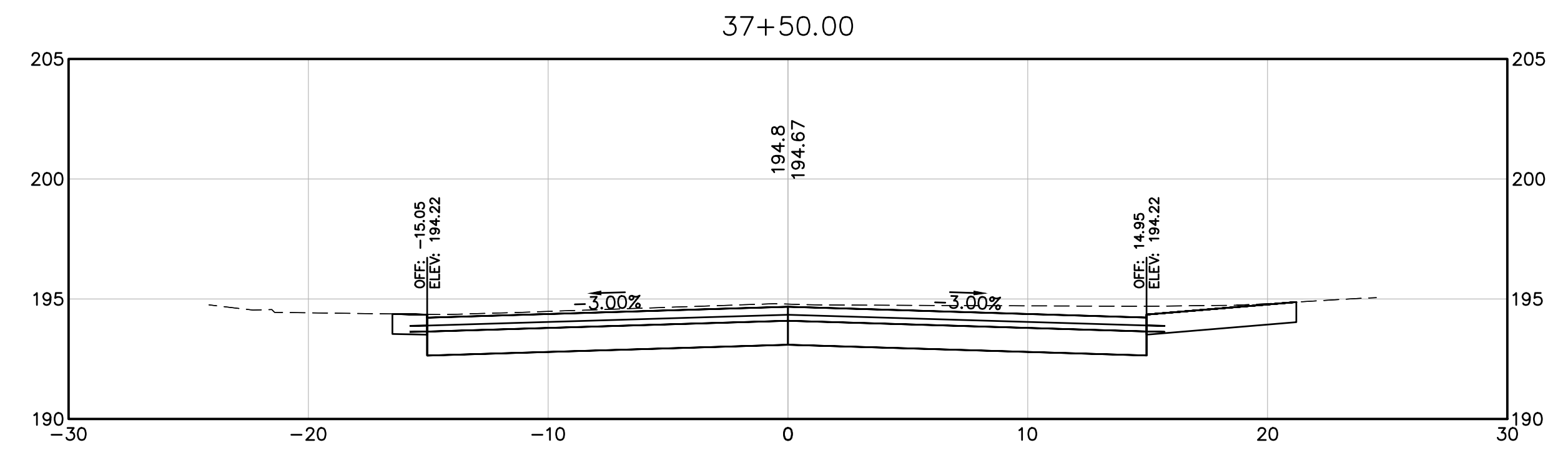
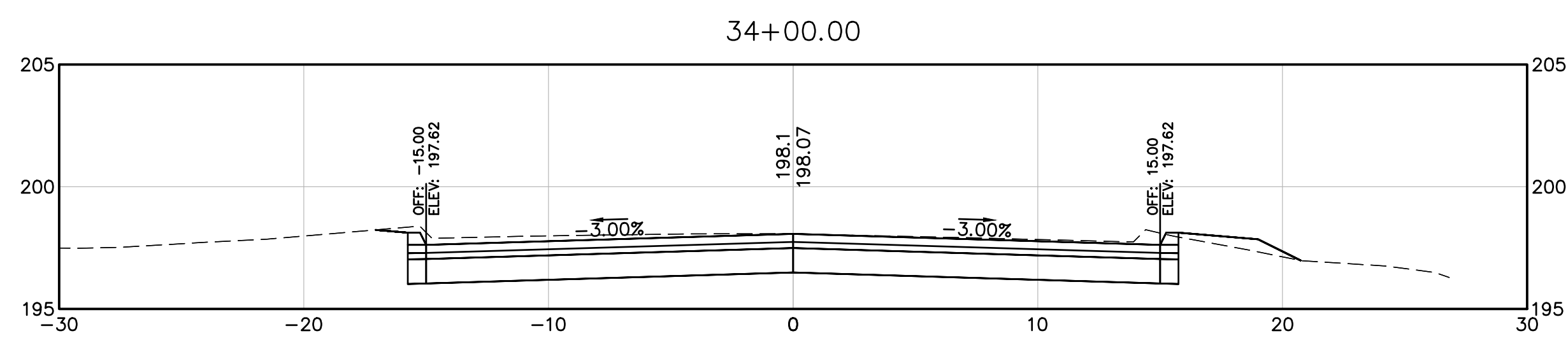
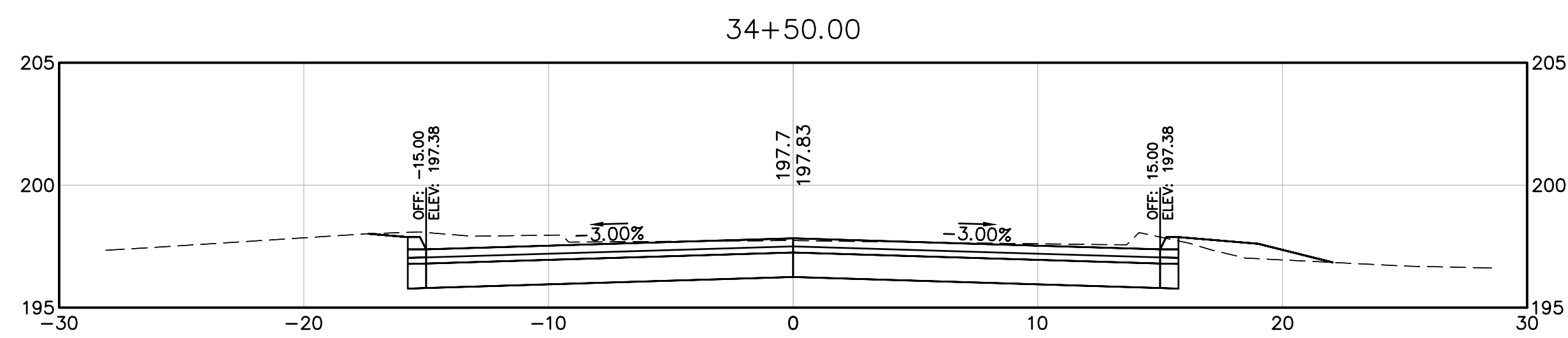
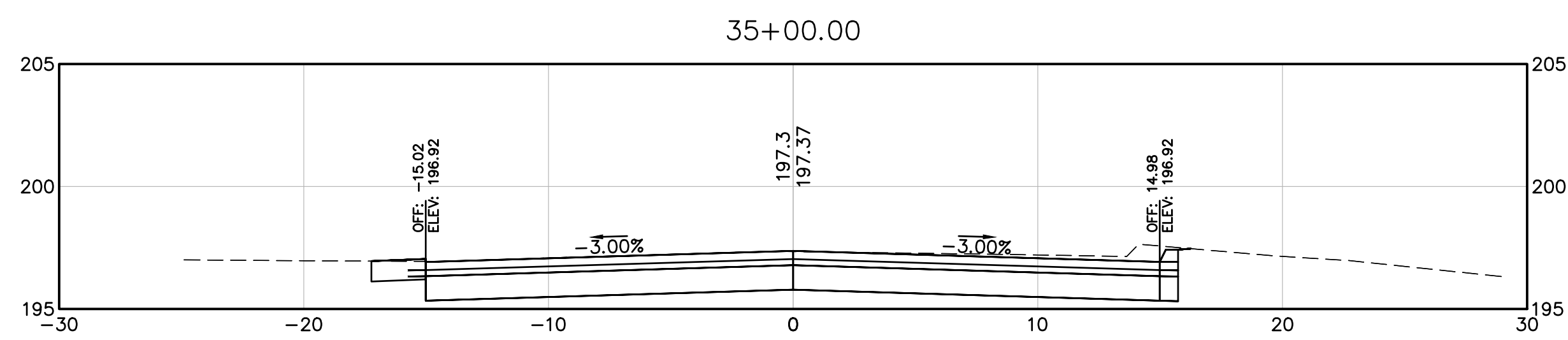
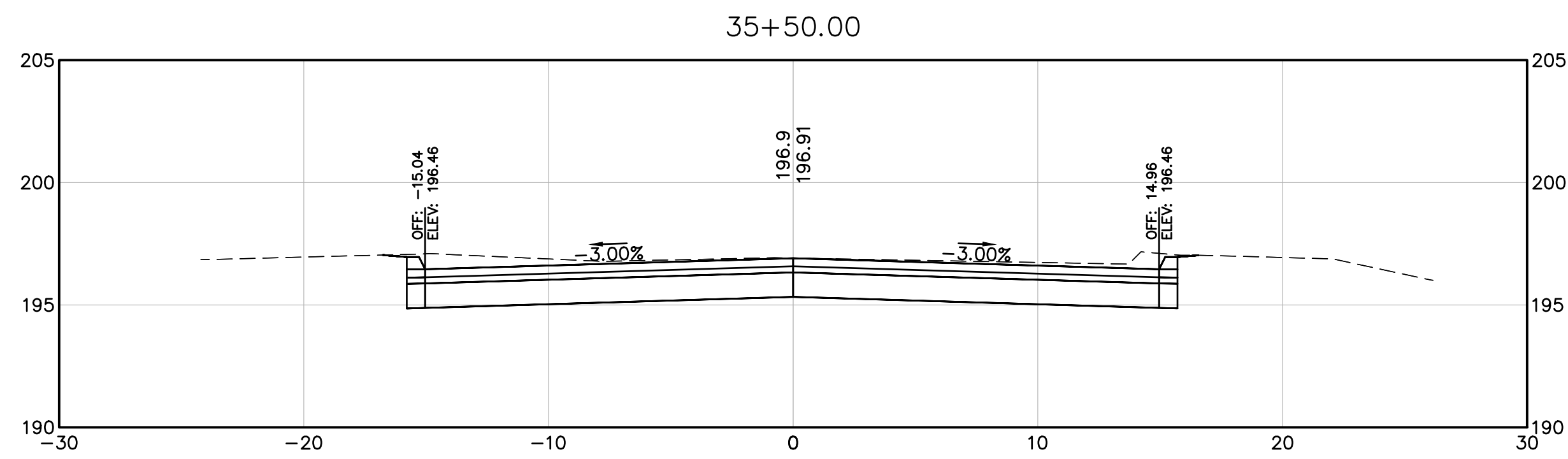


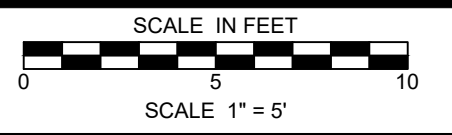
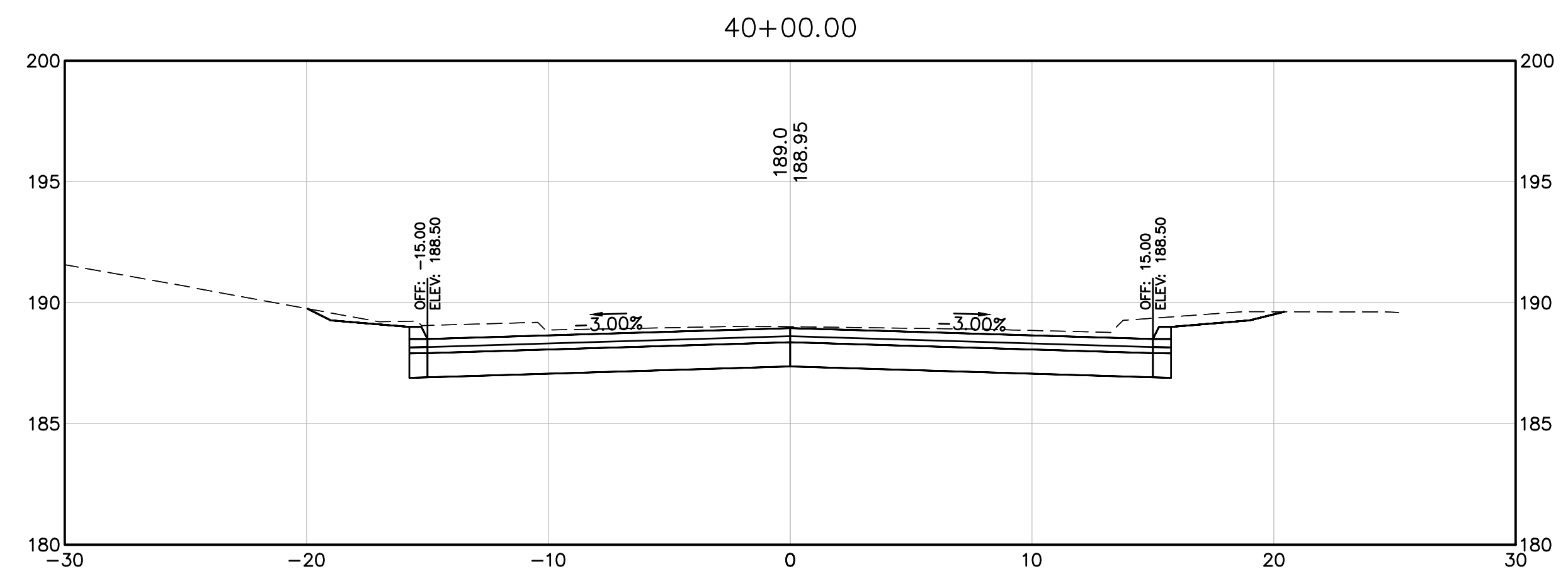
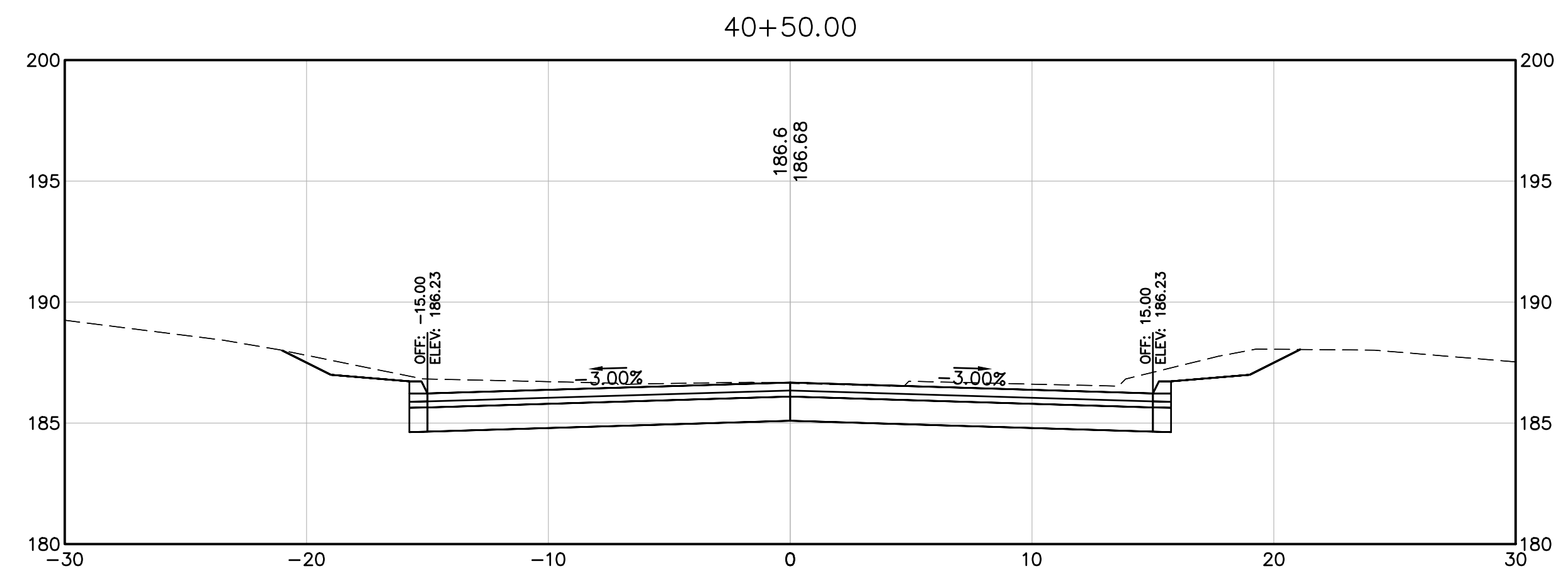
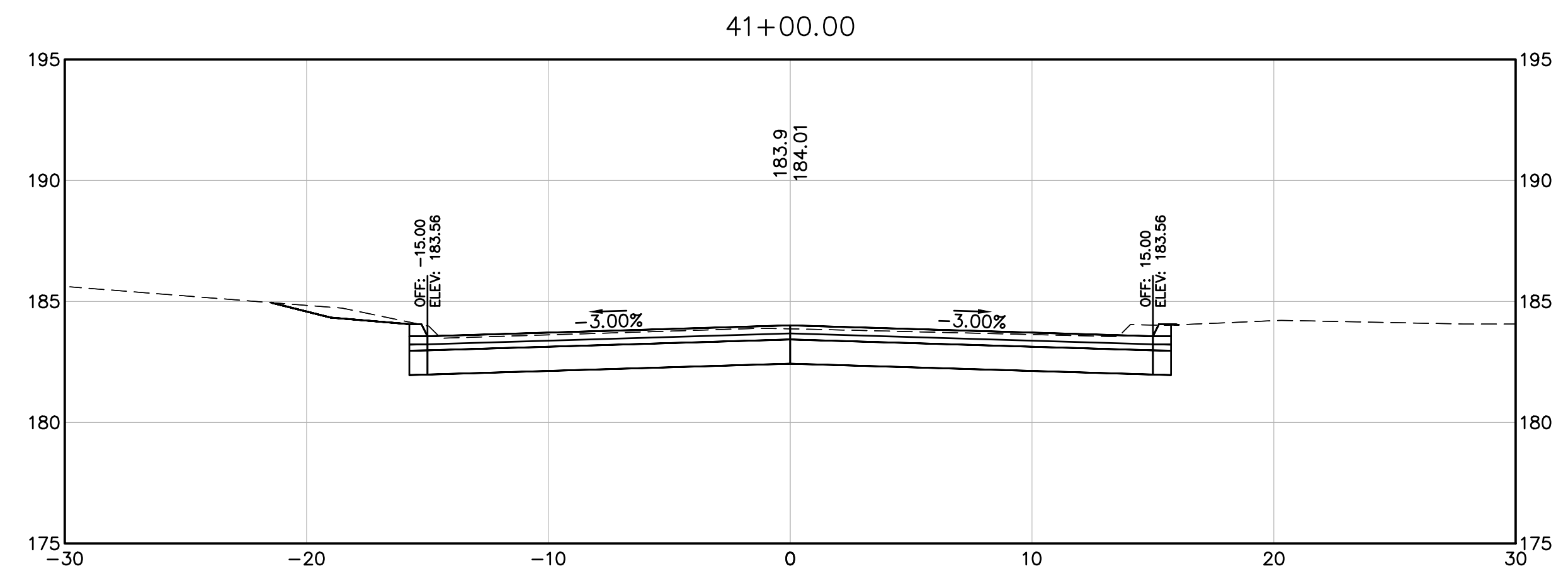
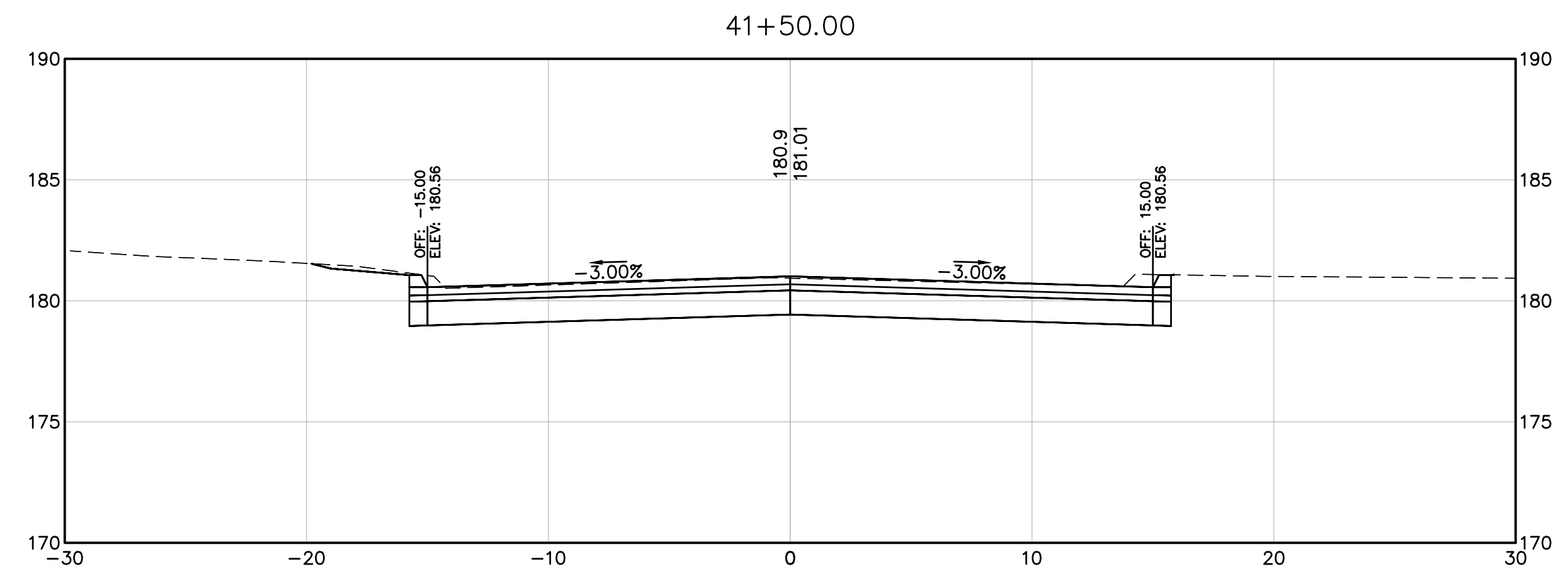
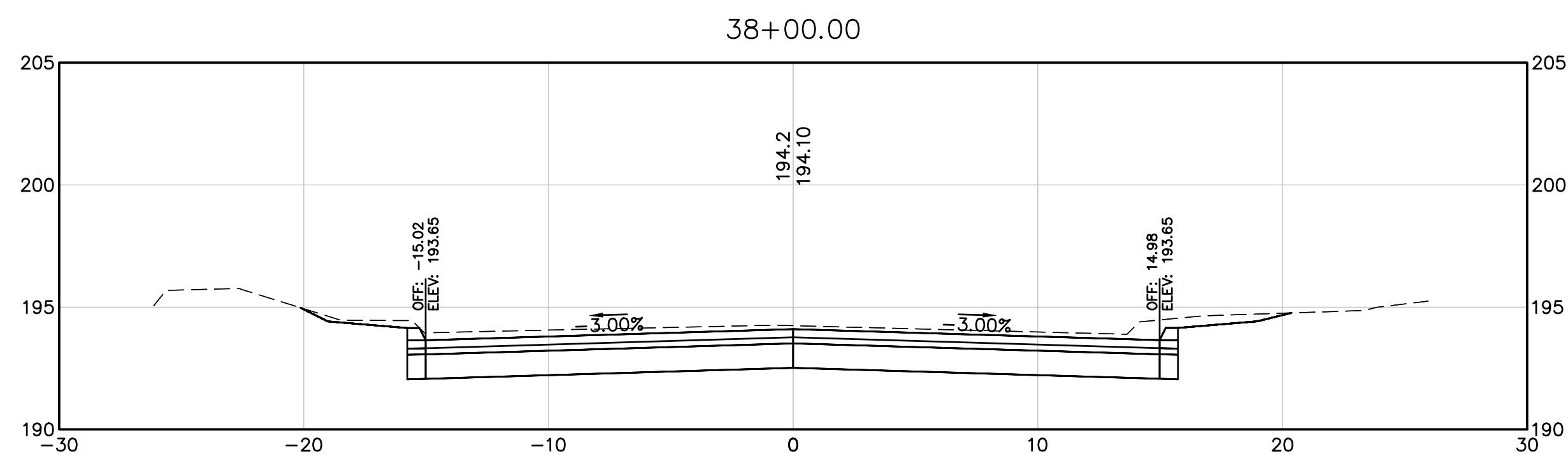
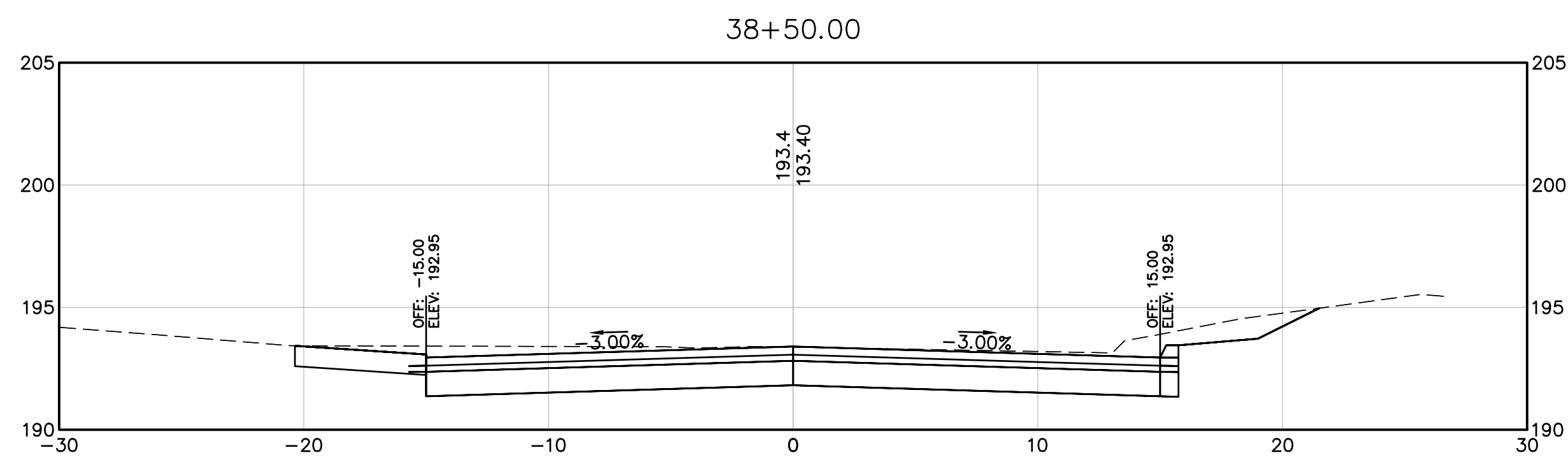
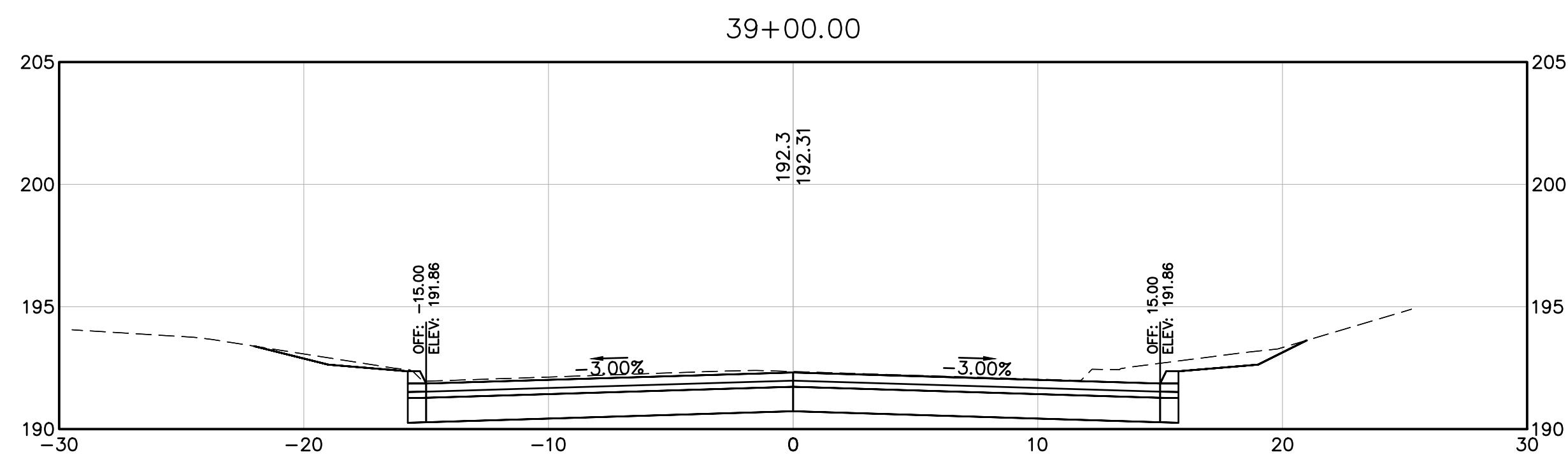
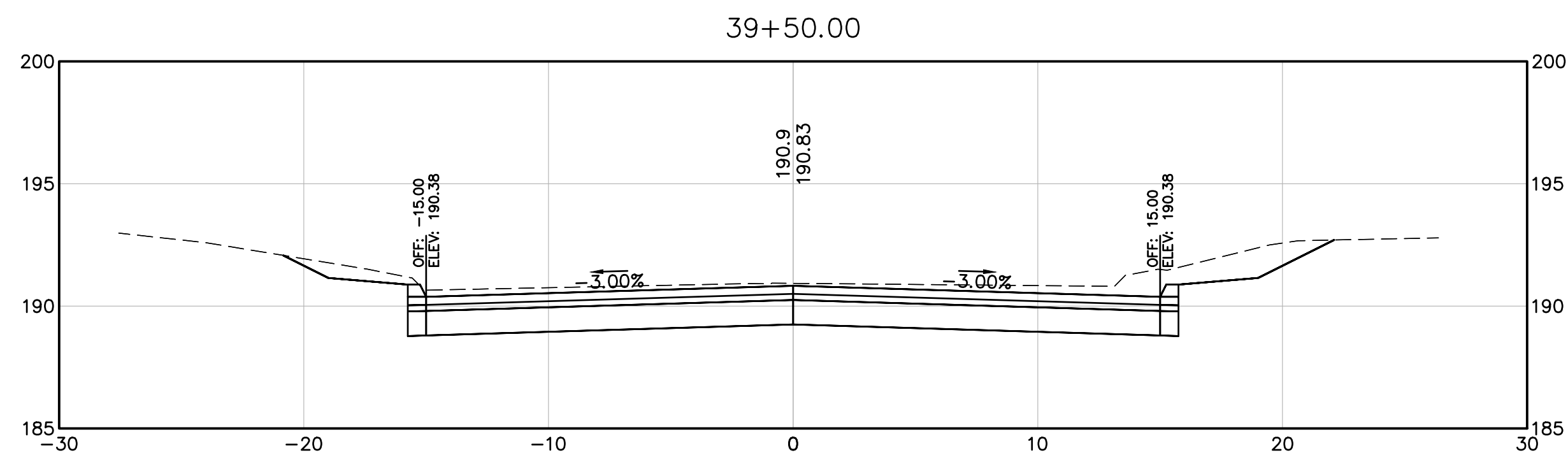


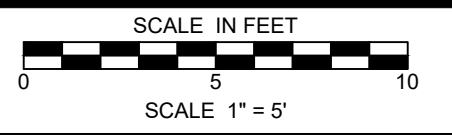
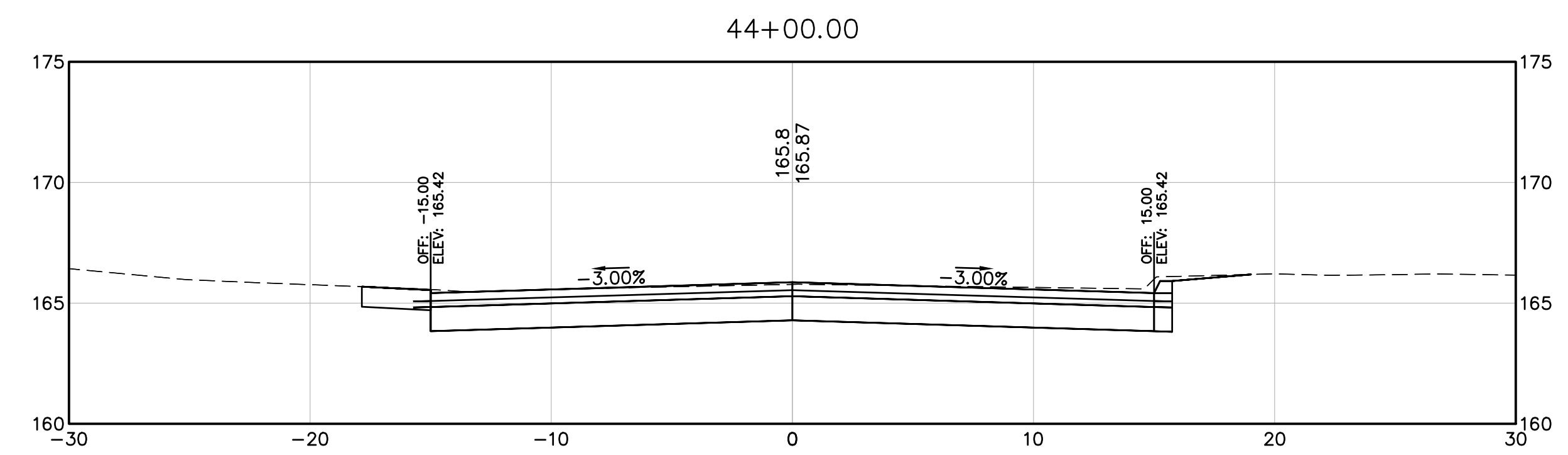
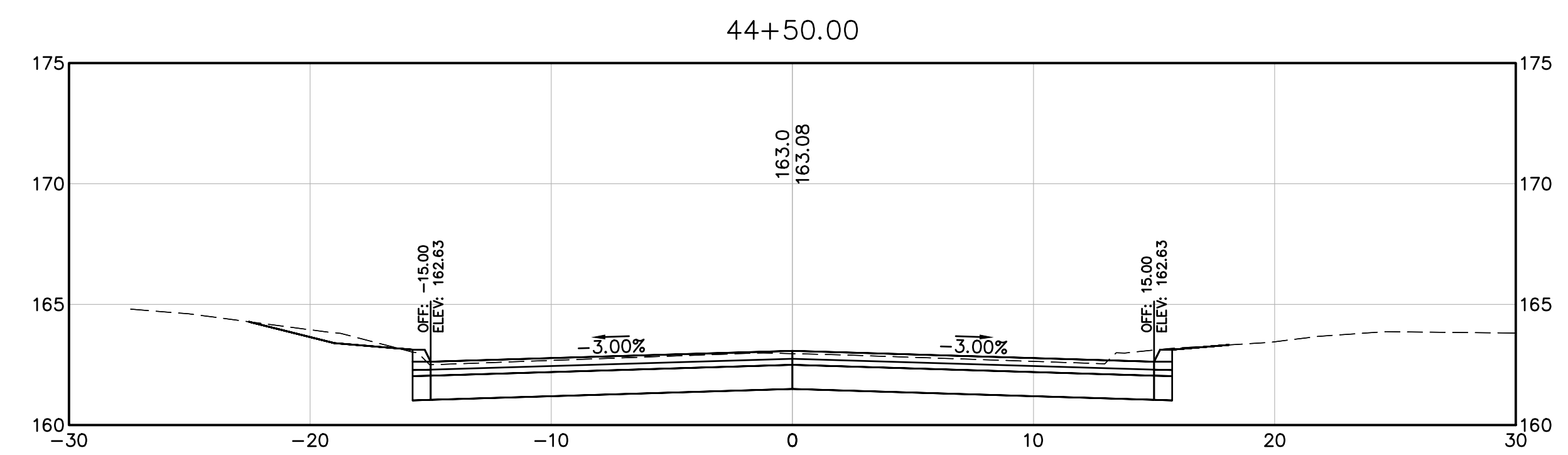
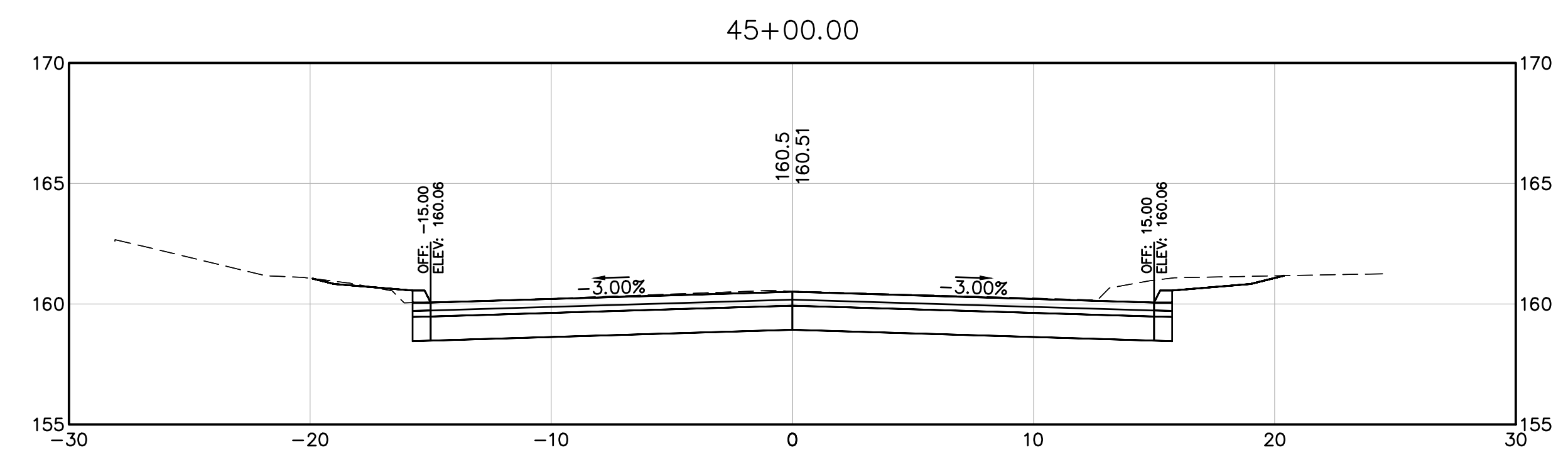
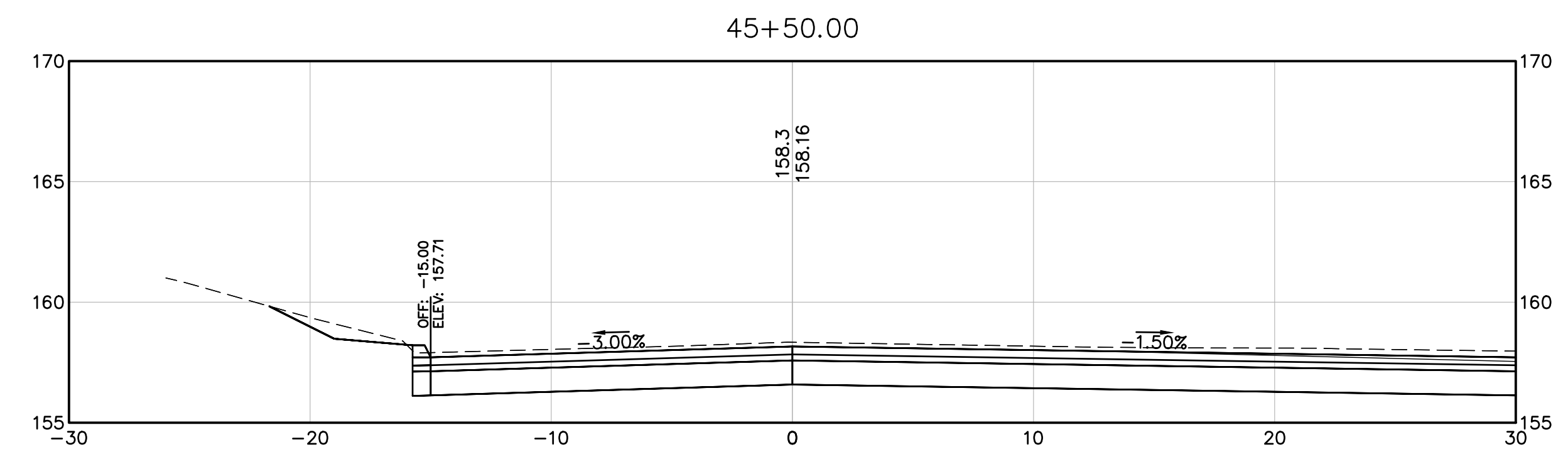
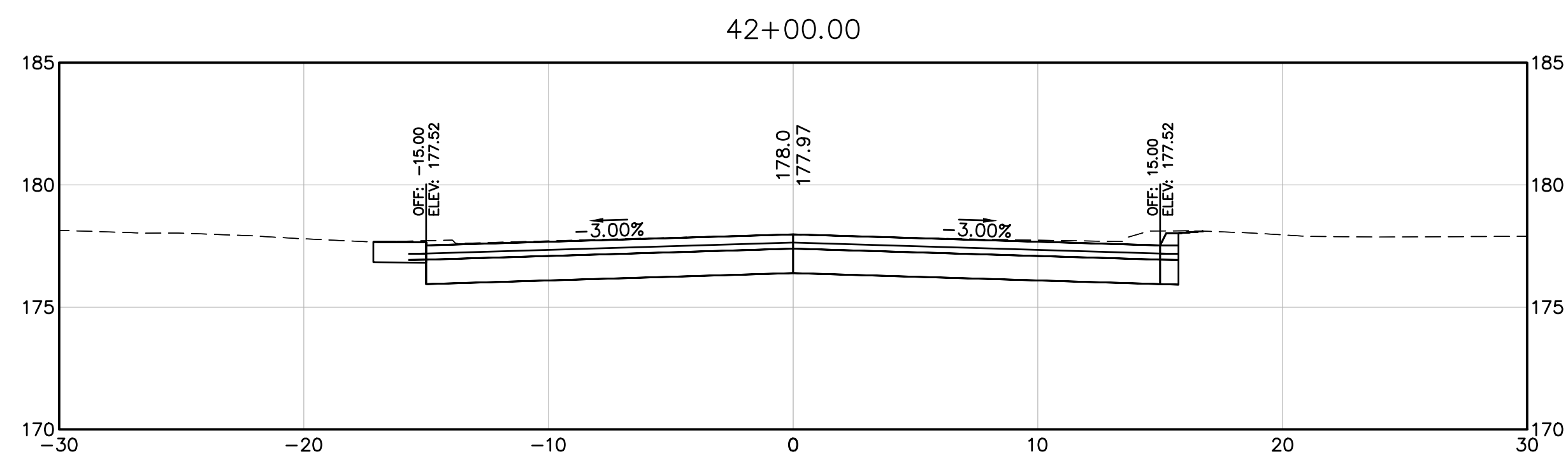
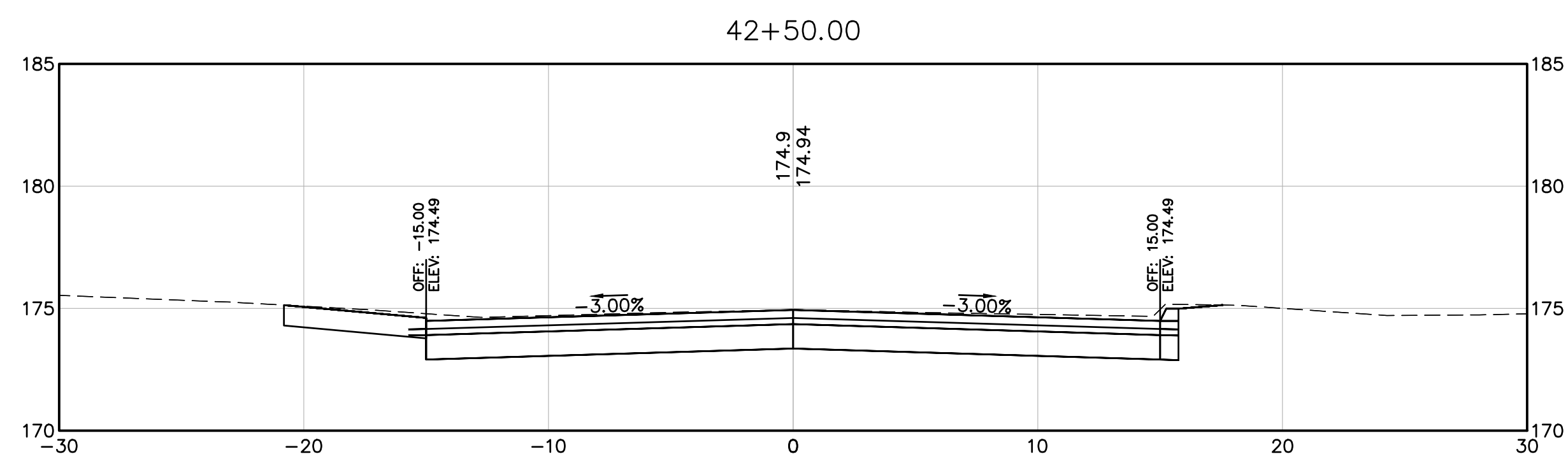
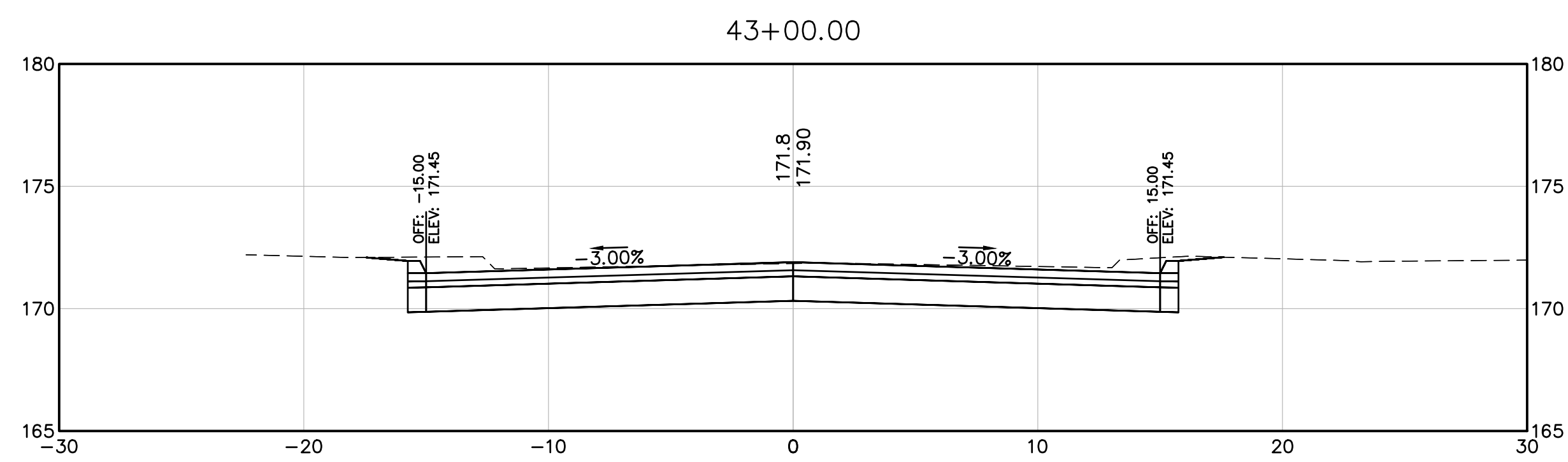
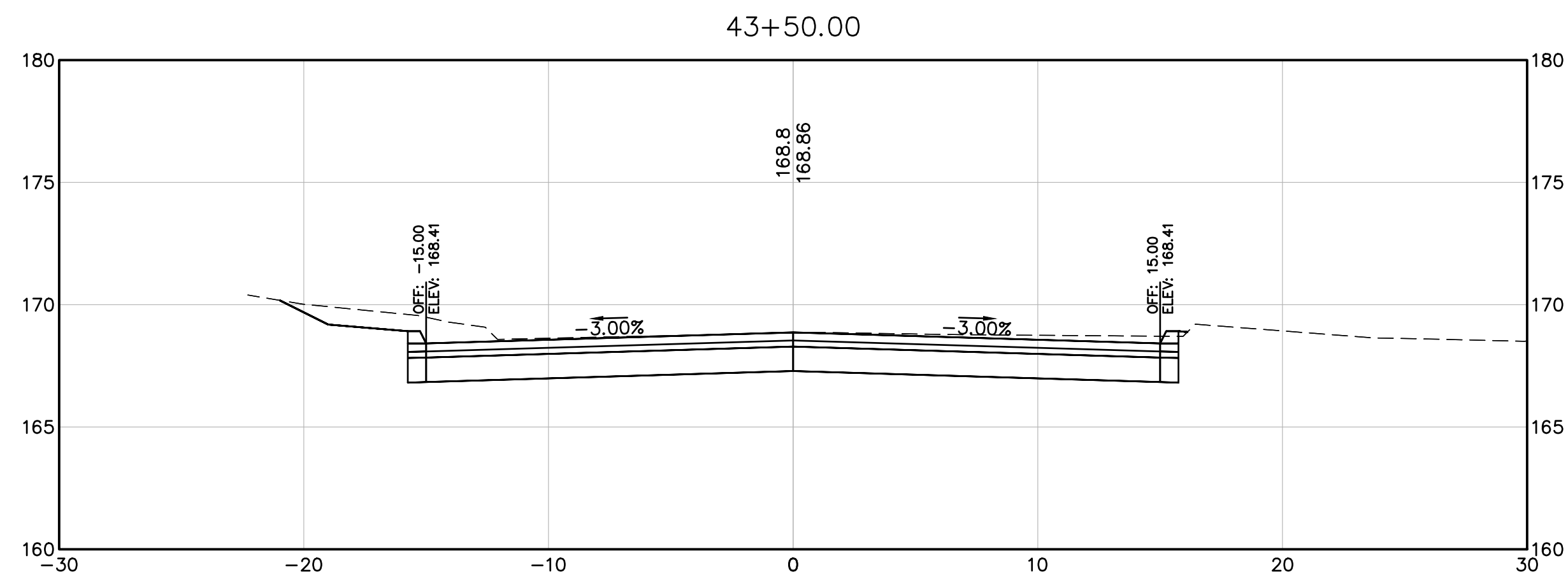


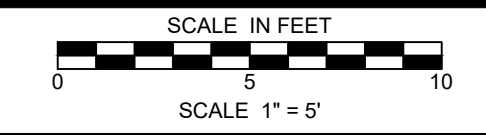
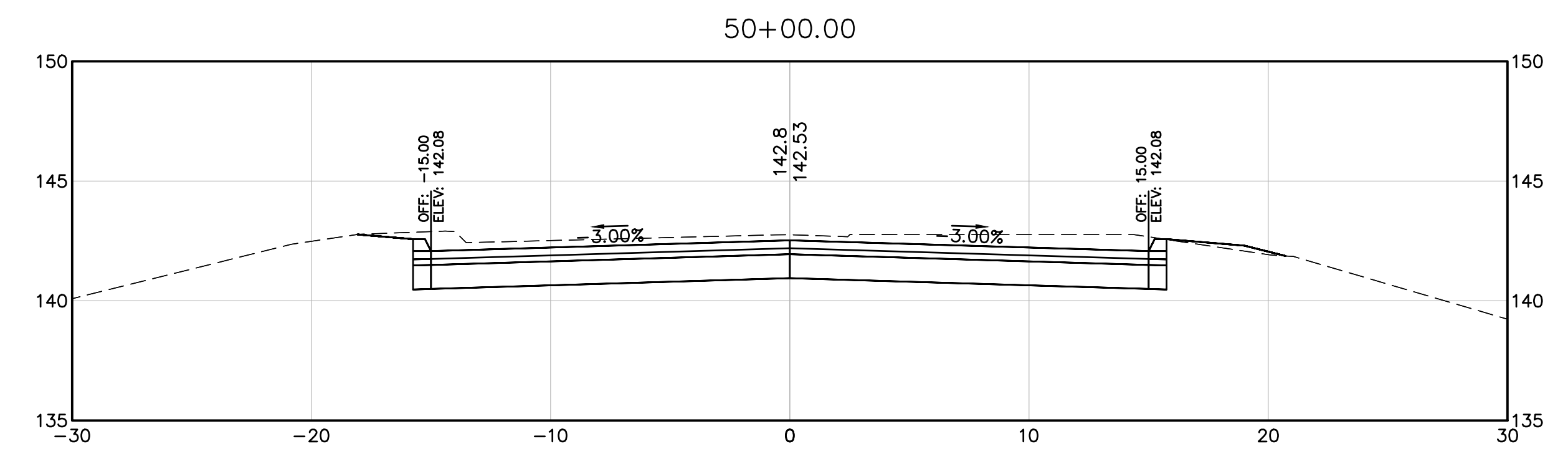
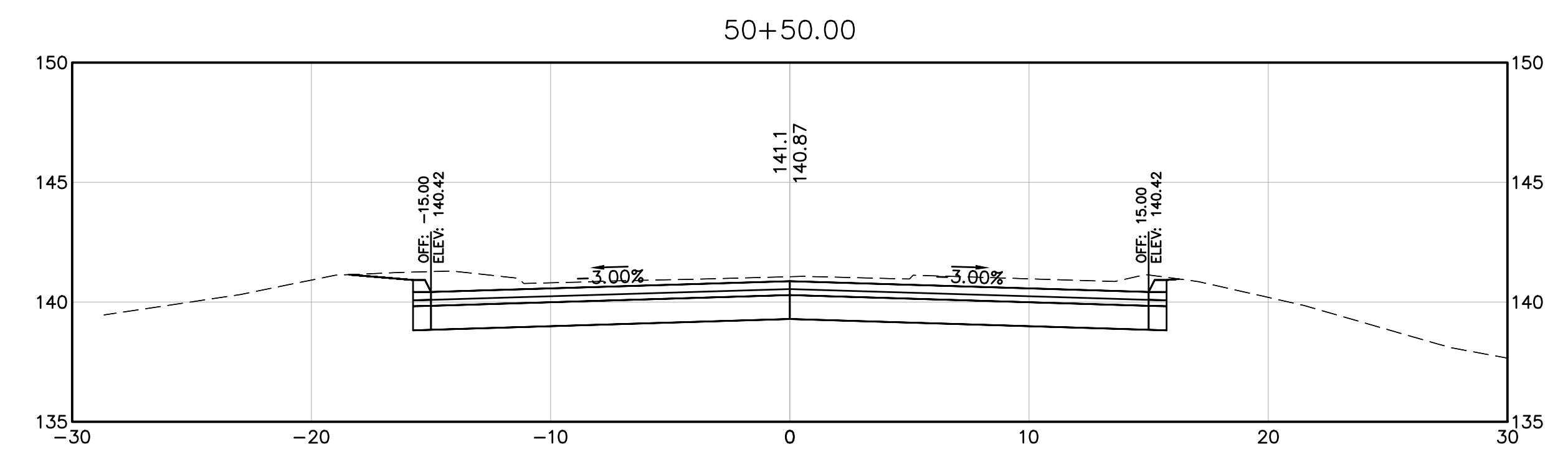
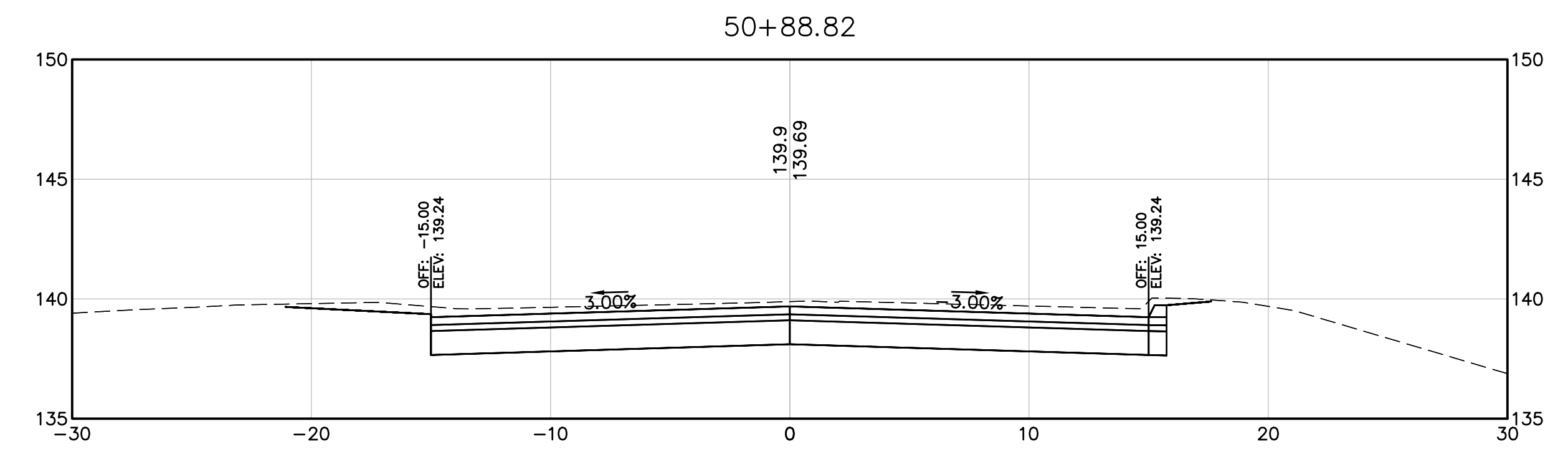
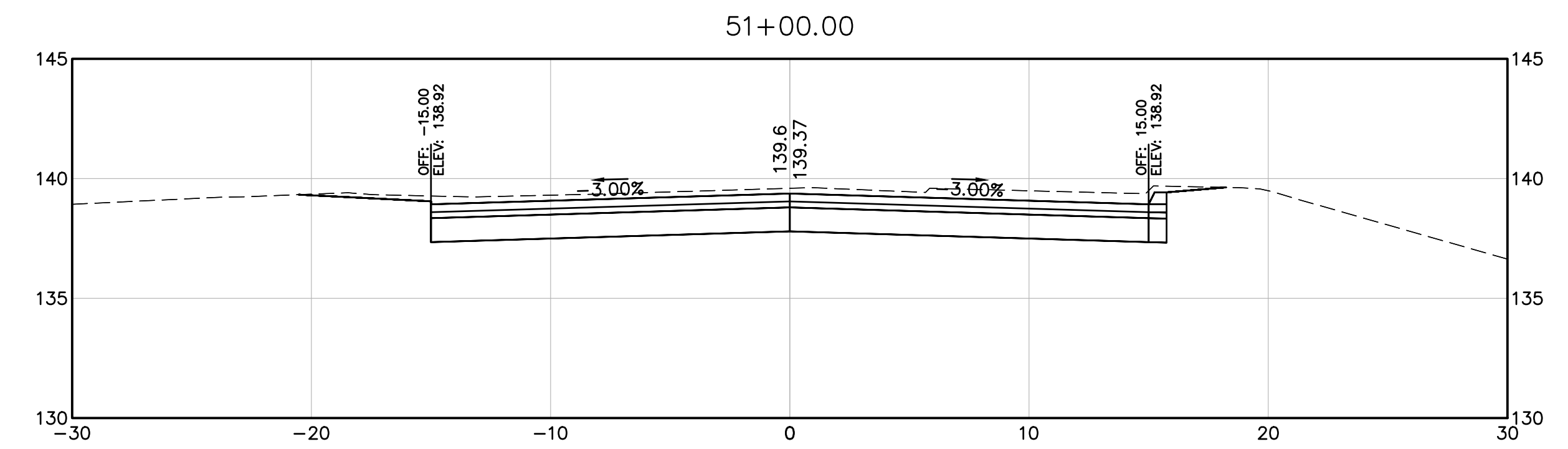
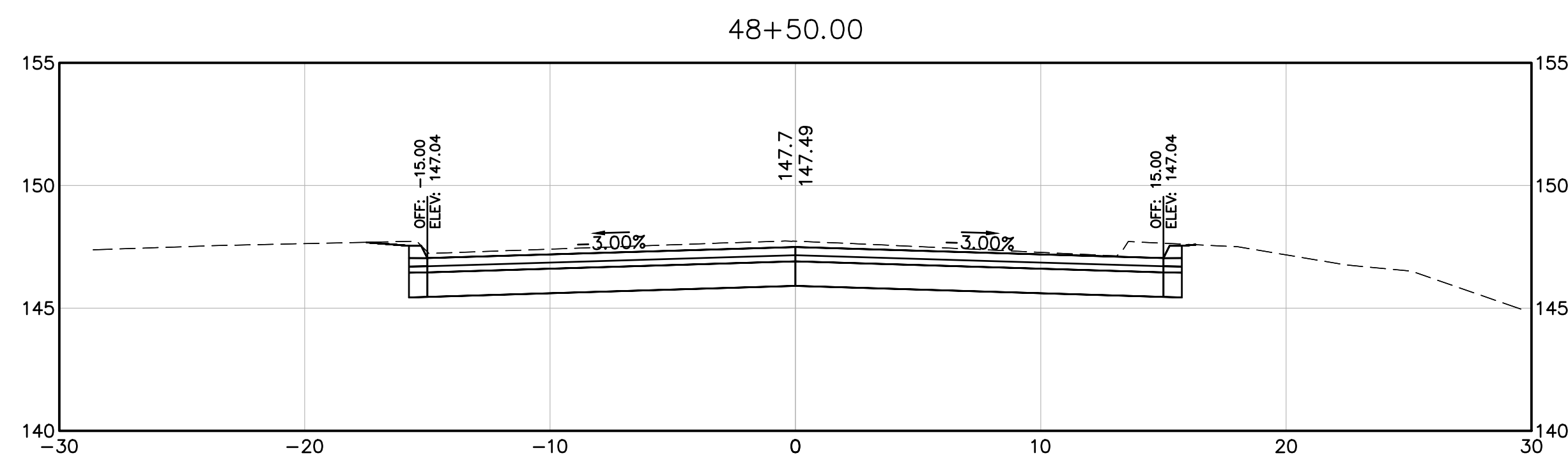
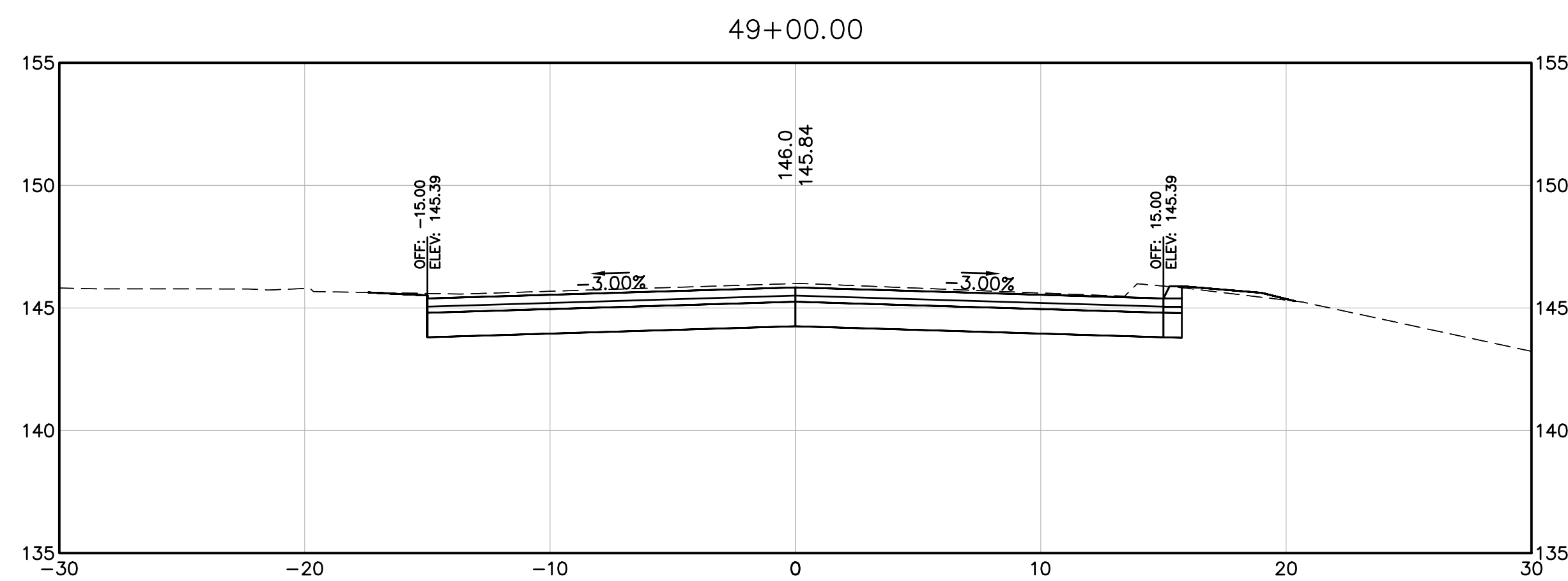
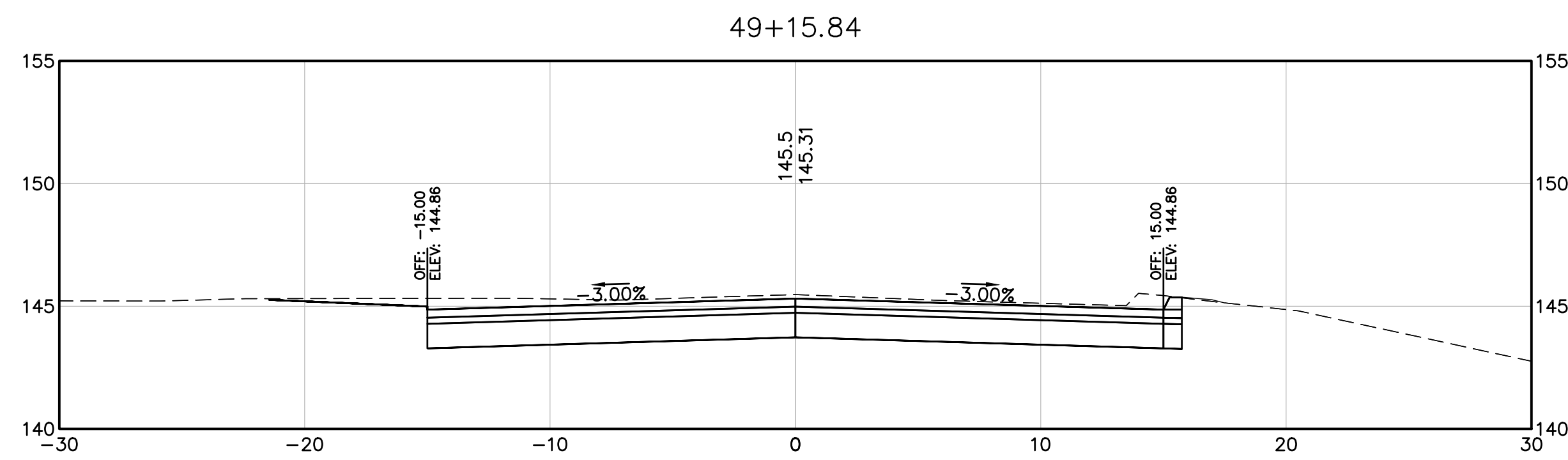
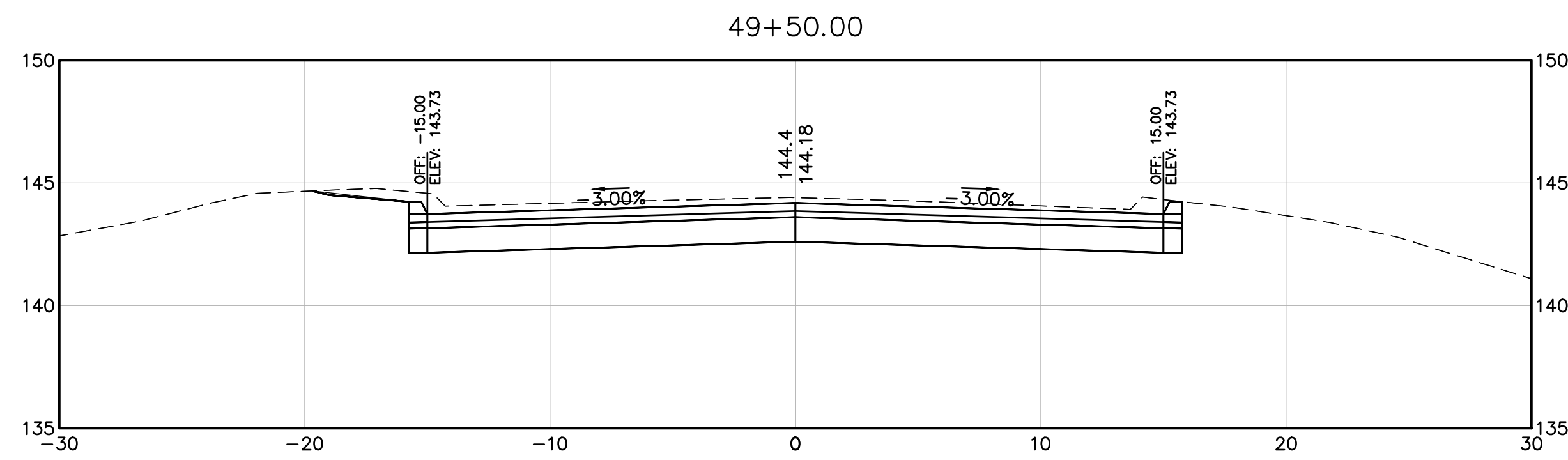






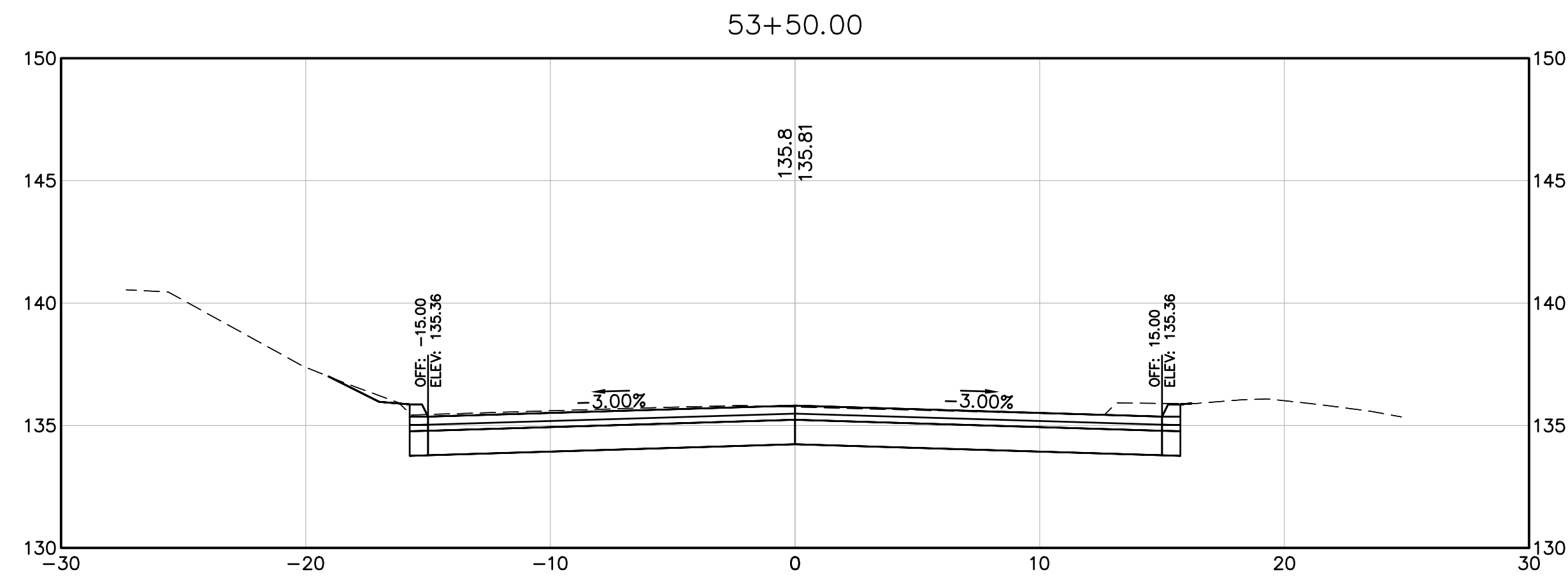
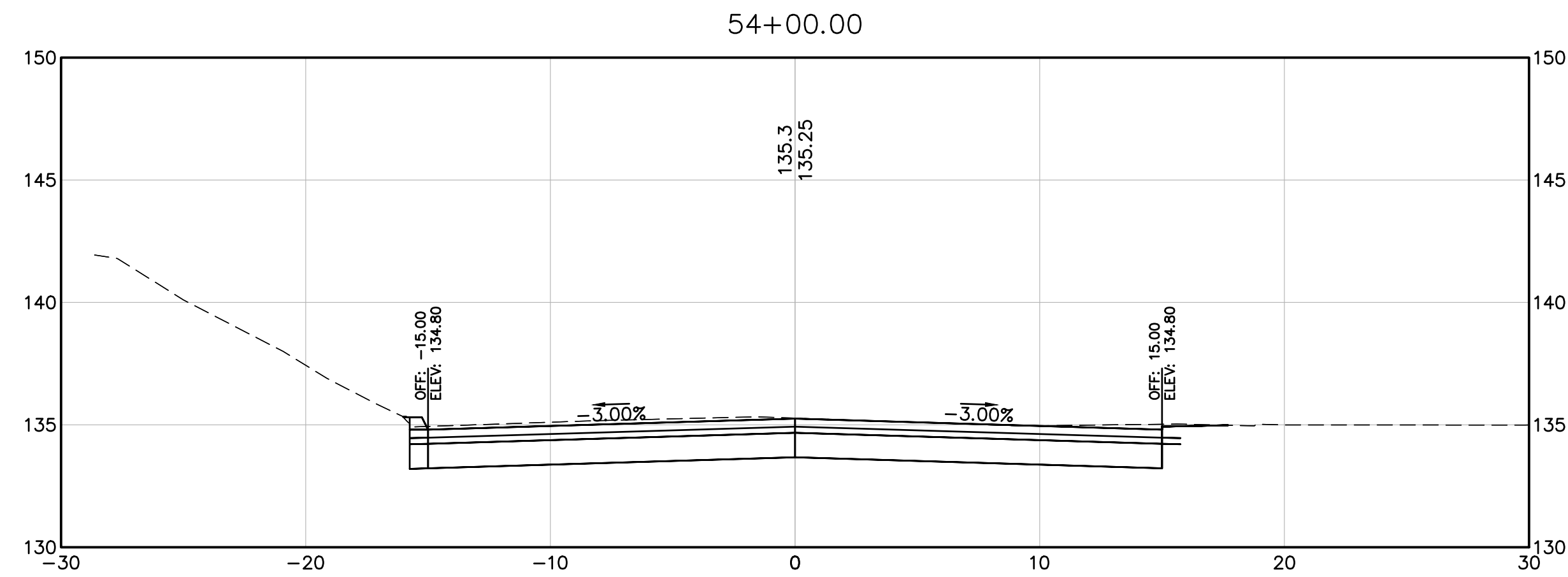
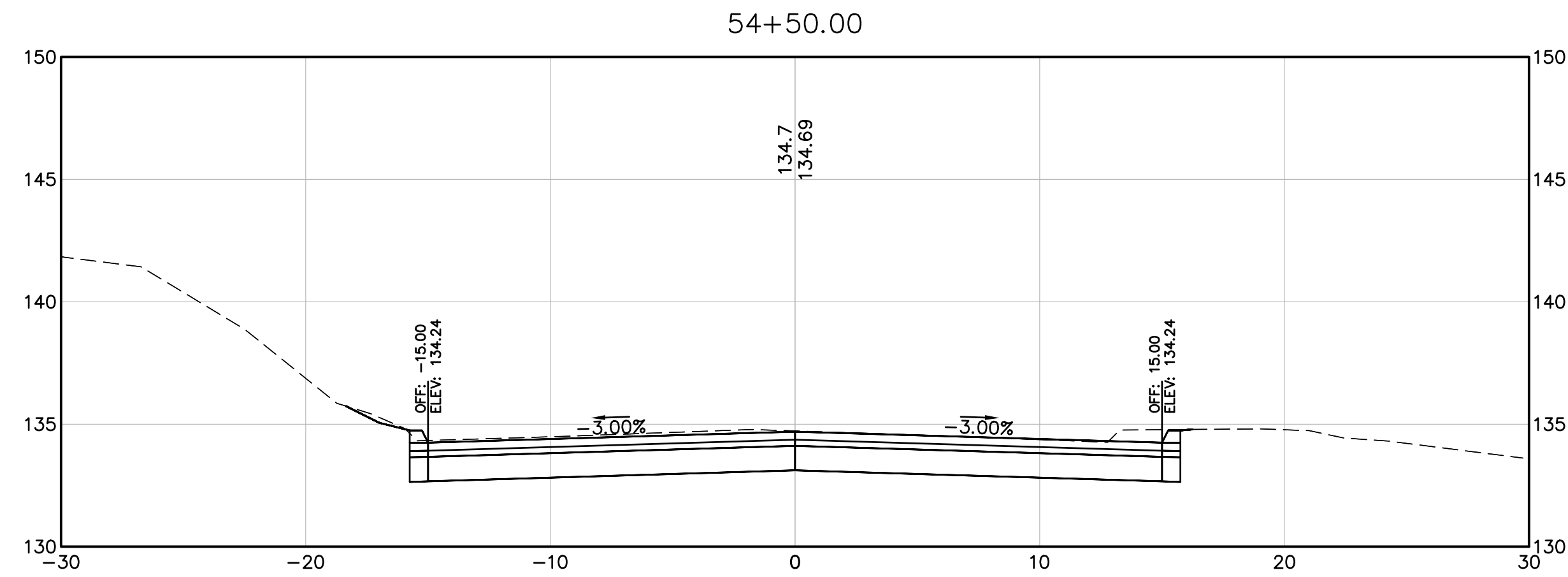
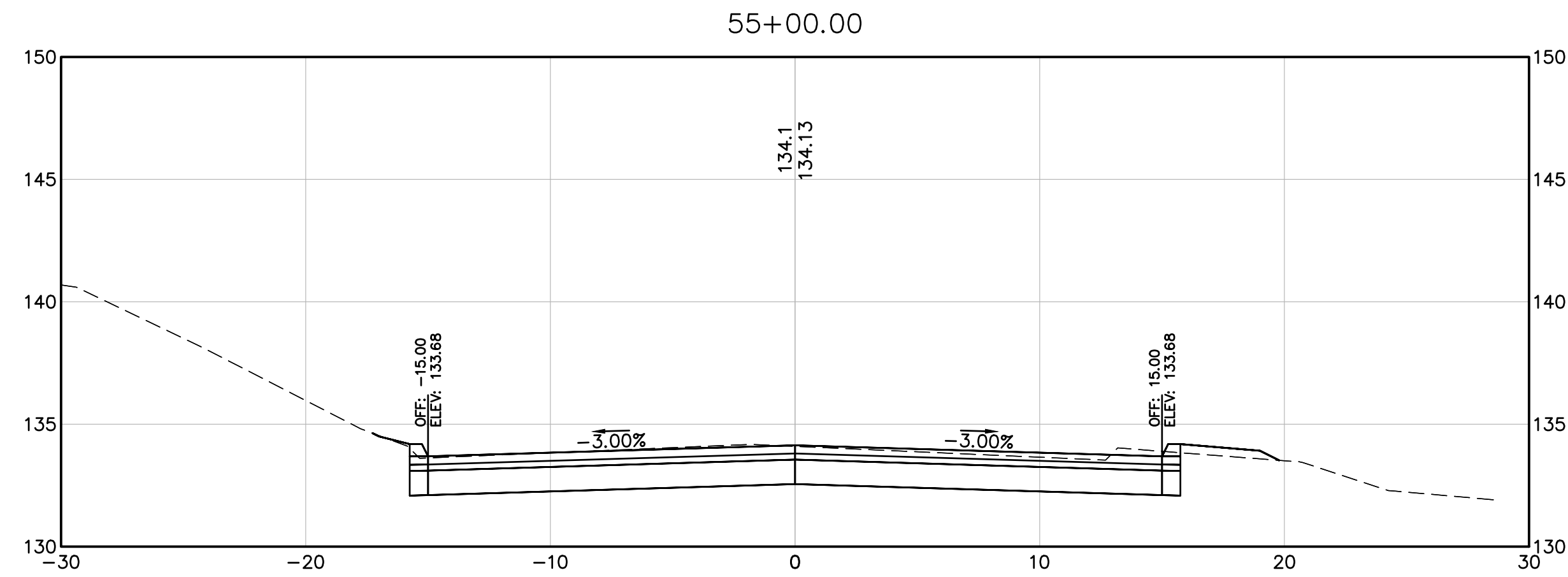
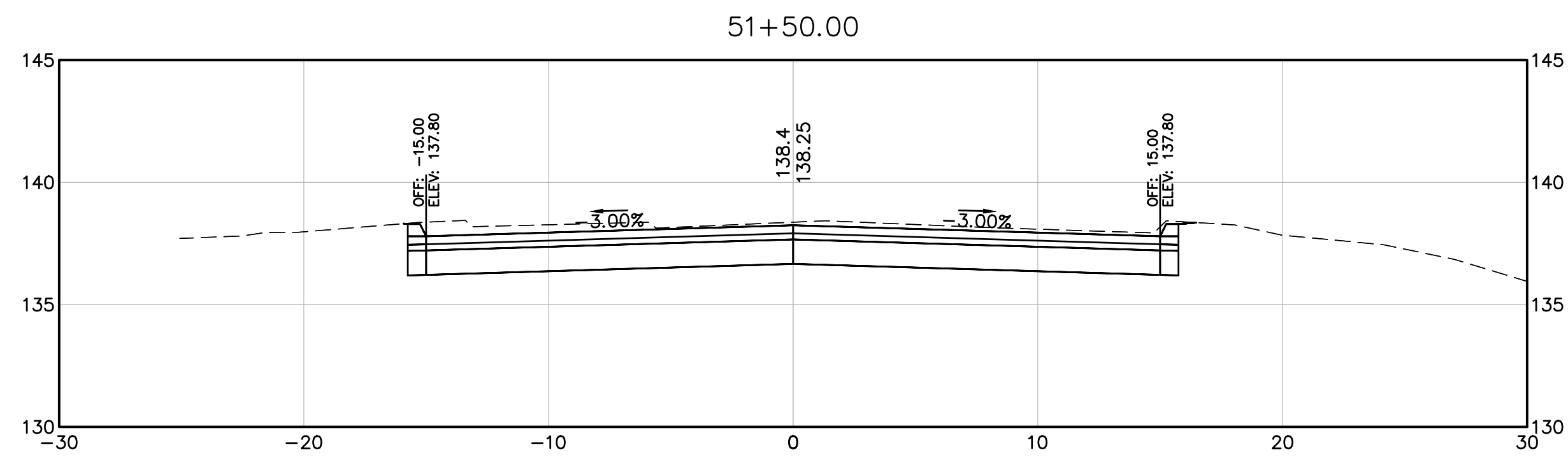
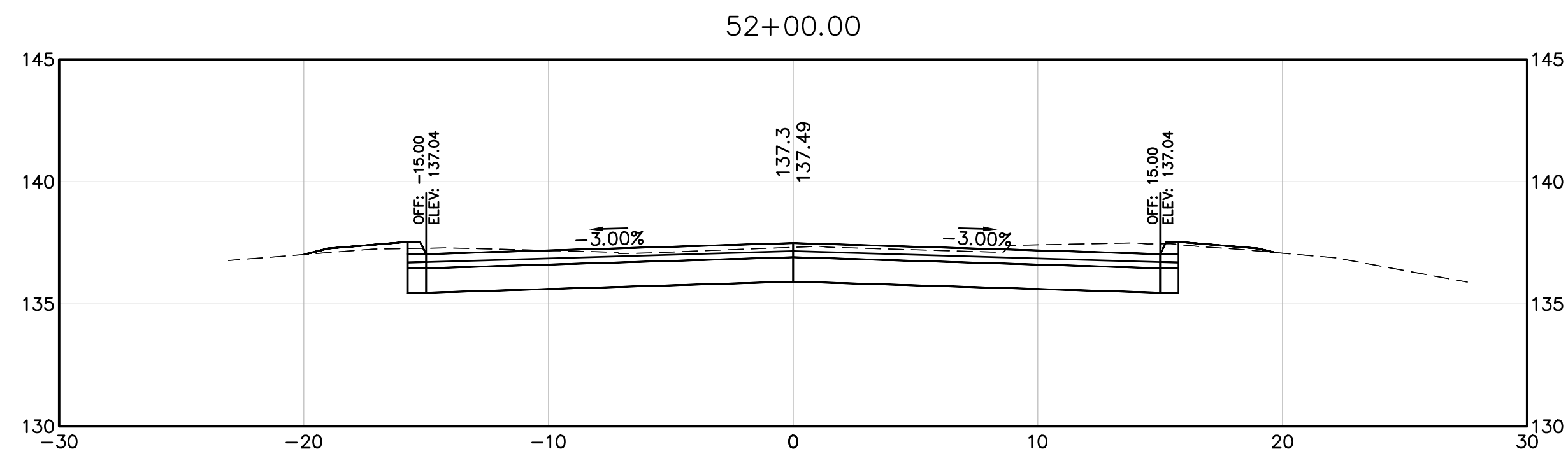
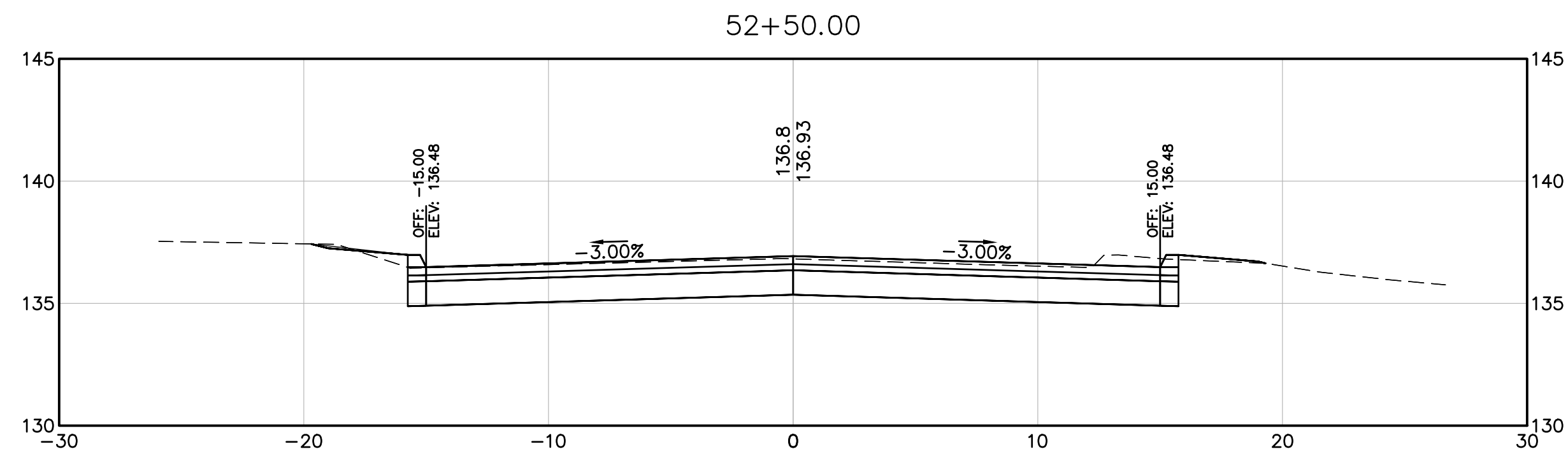
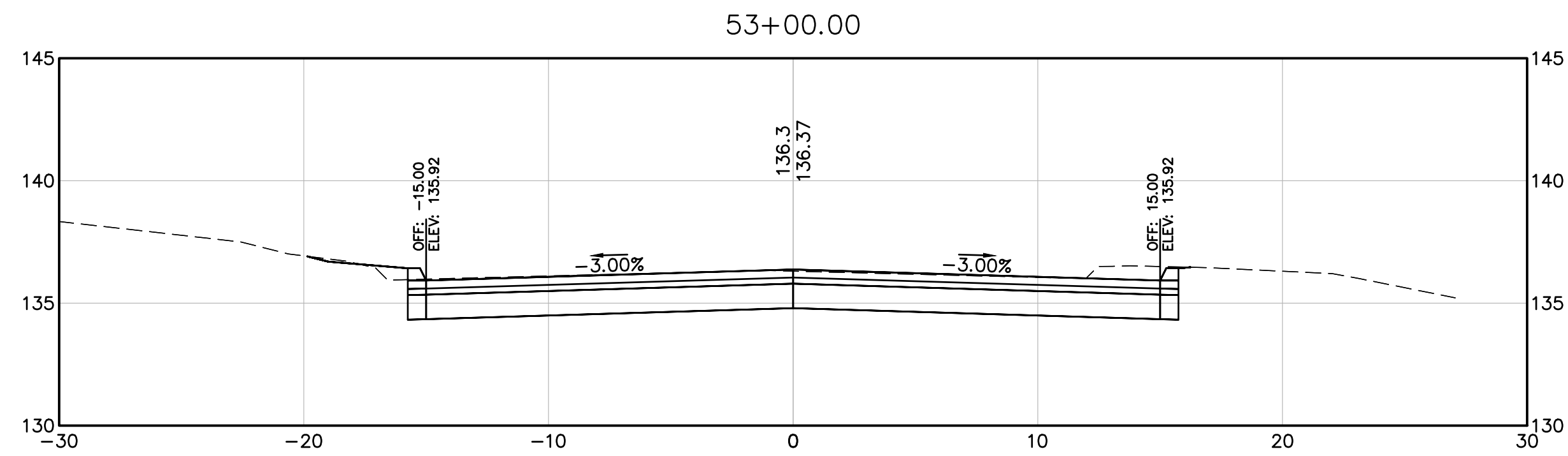






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DESIGNED BY:			
DRAWN BY:			
CHECKED BY:			
APPROVED BY: JAC	NO.	REVISION	DATE BY

E:\C\GIS\24 Projects\2021\2470 East Johnson Ave Cheshire\Production Drawings\2470_E Johnson RESIGN.dwg Plotted: 7/10/2023 3:01 PM



ROADWAY RECONSTRUCTION
EAST JOHNSON AVENUE
CHESHIRE, CONNECTICUT
CROSS SECTIONS

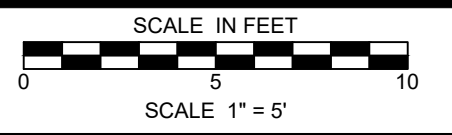
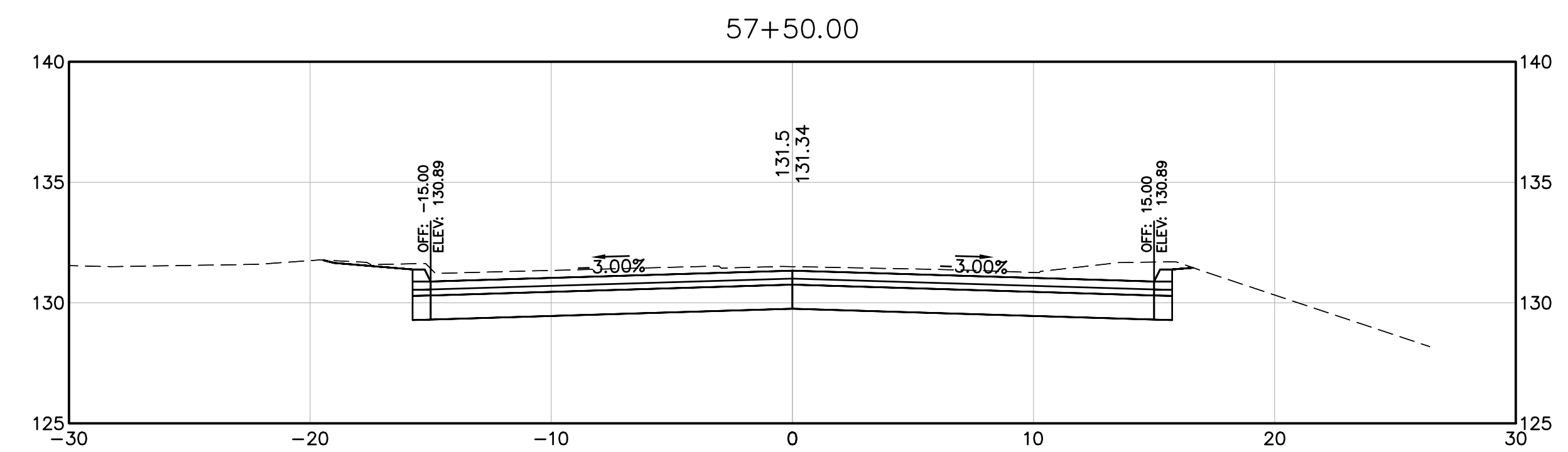
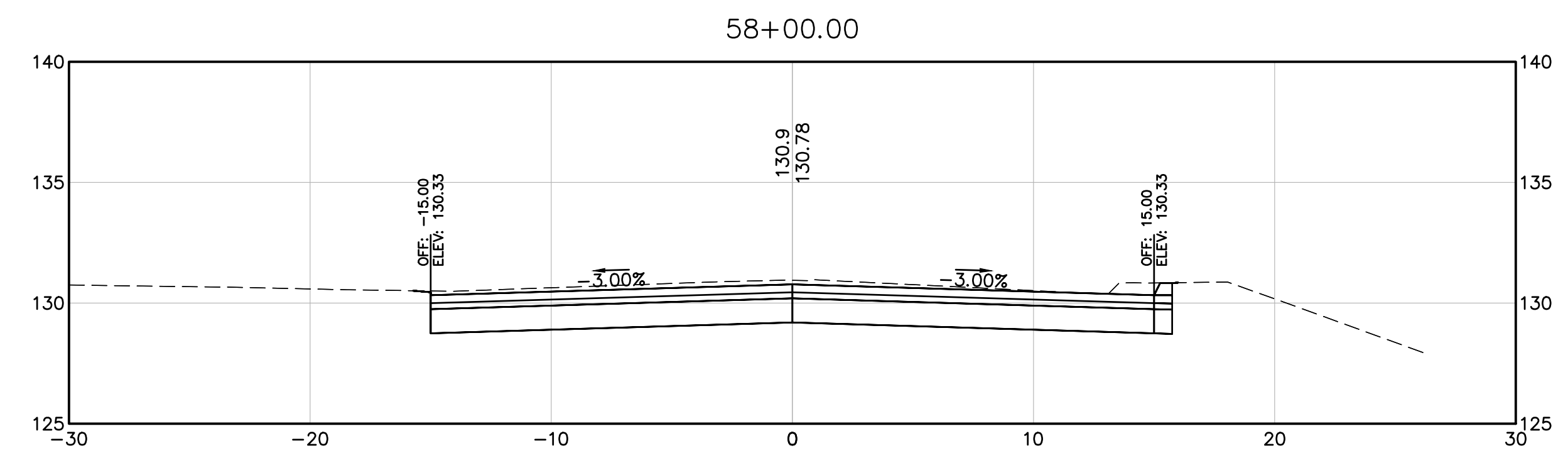
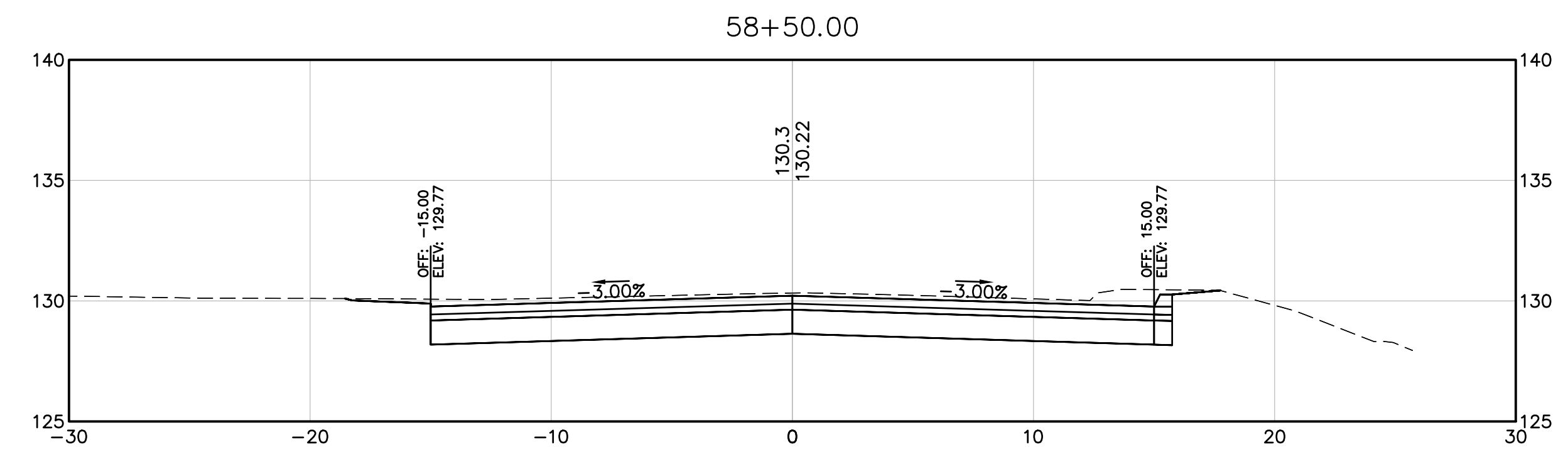
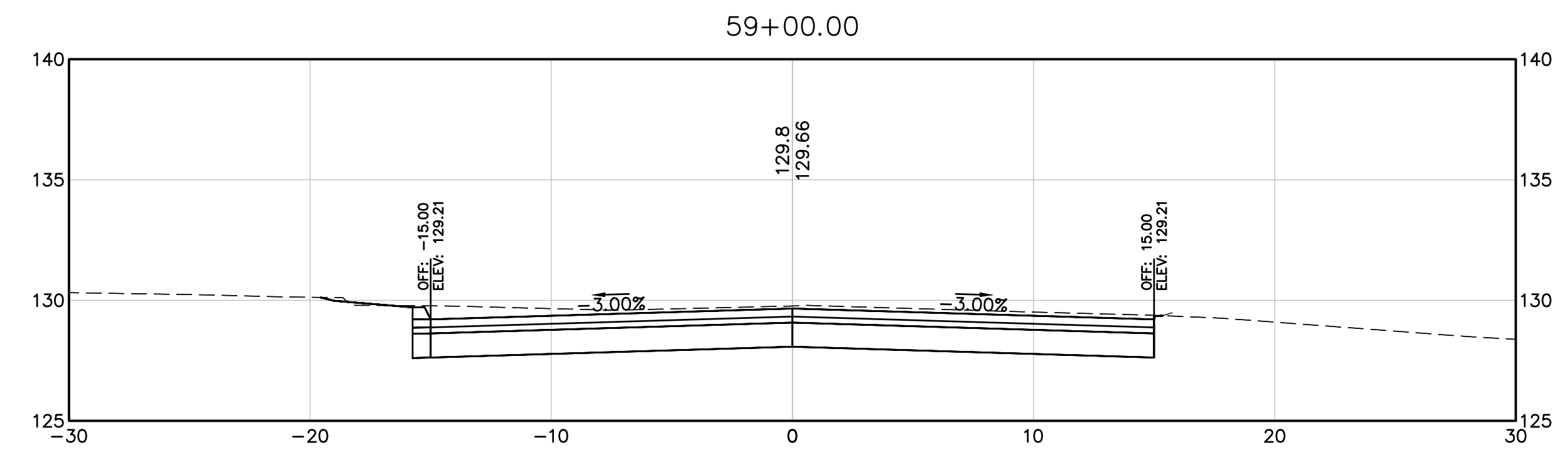
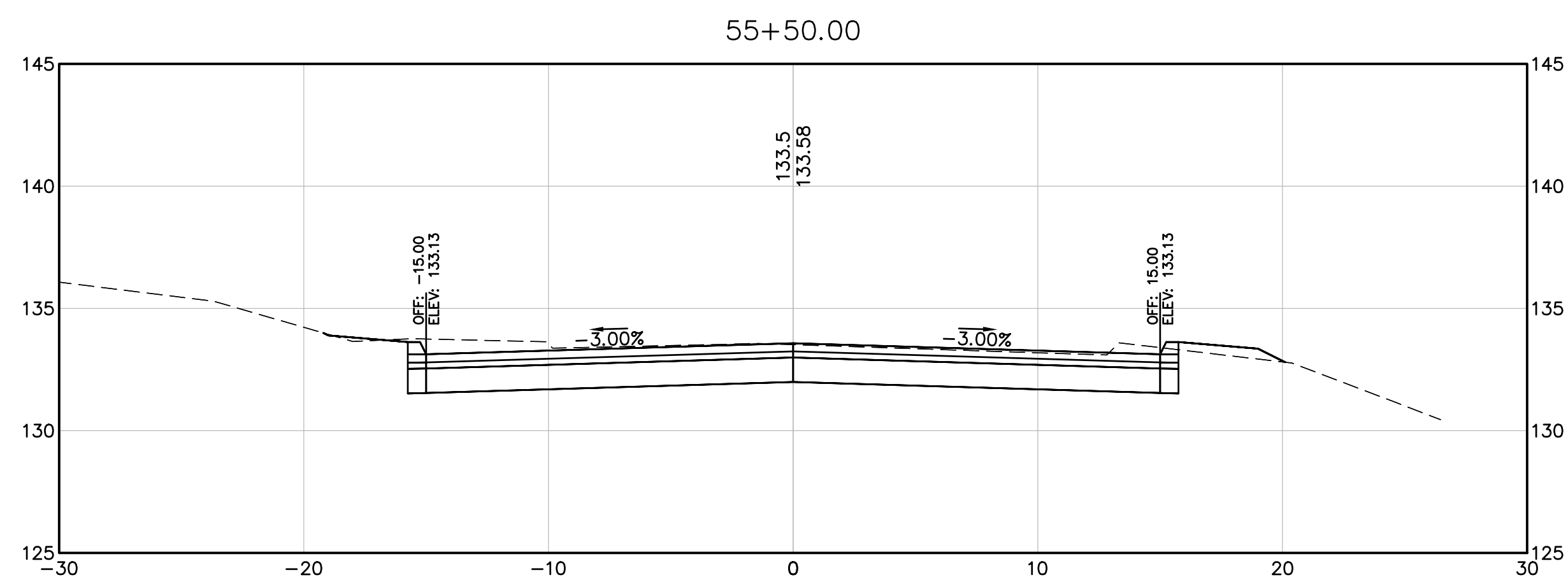
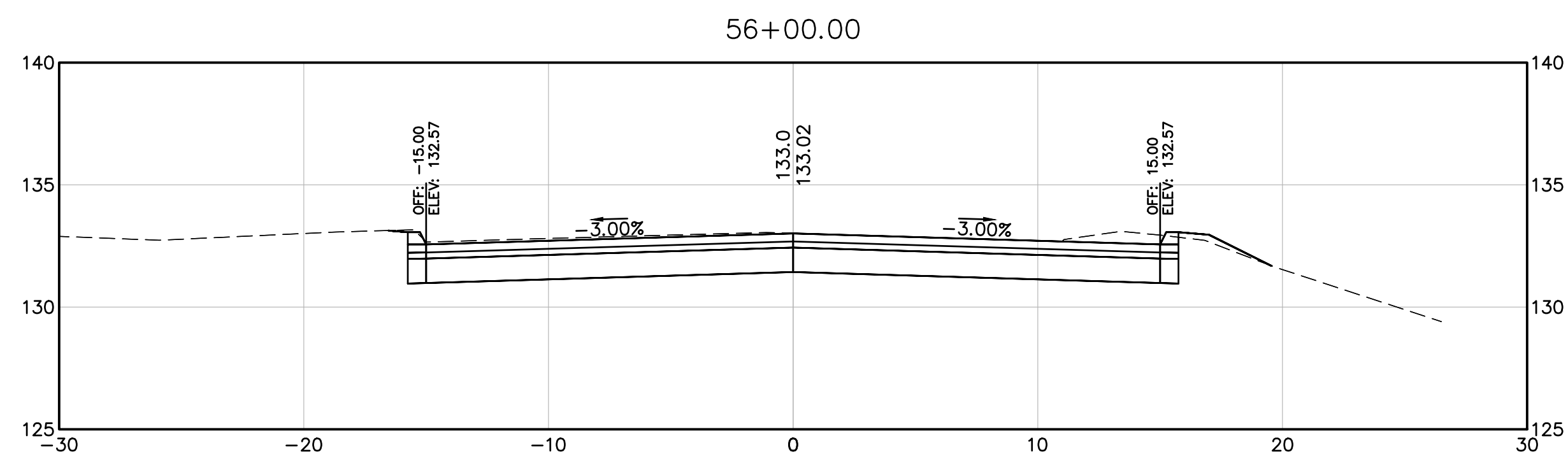
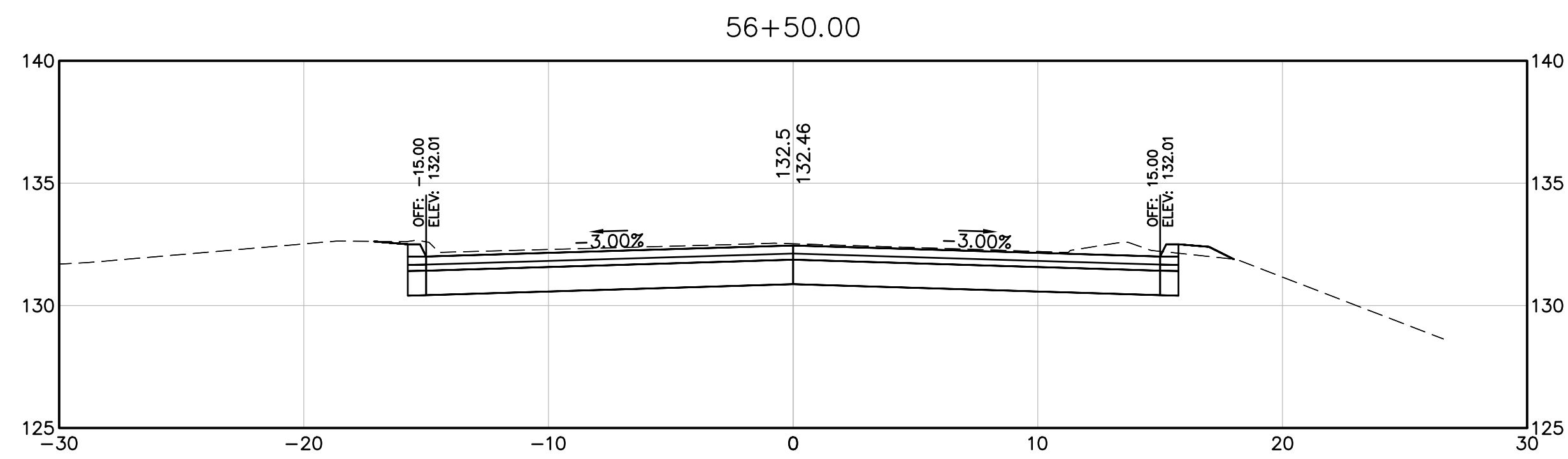
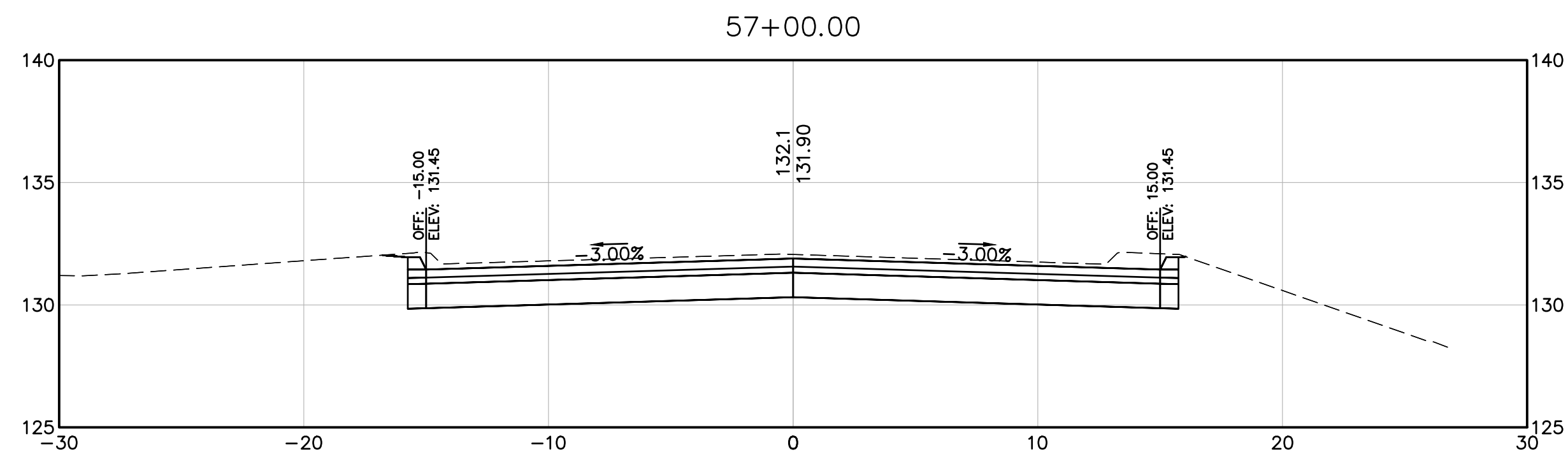
CARDINAL
ENGINEERING ASSOCIATES

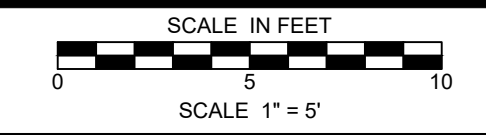
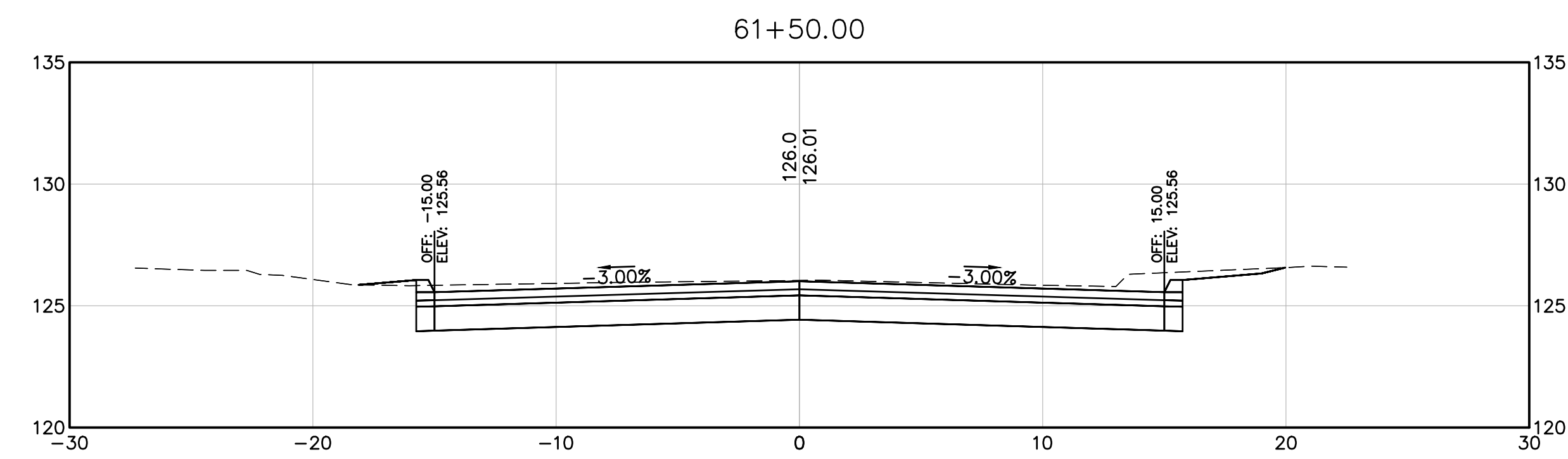
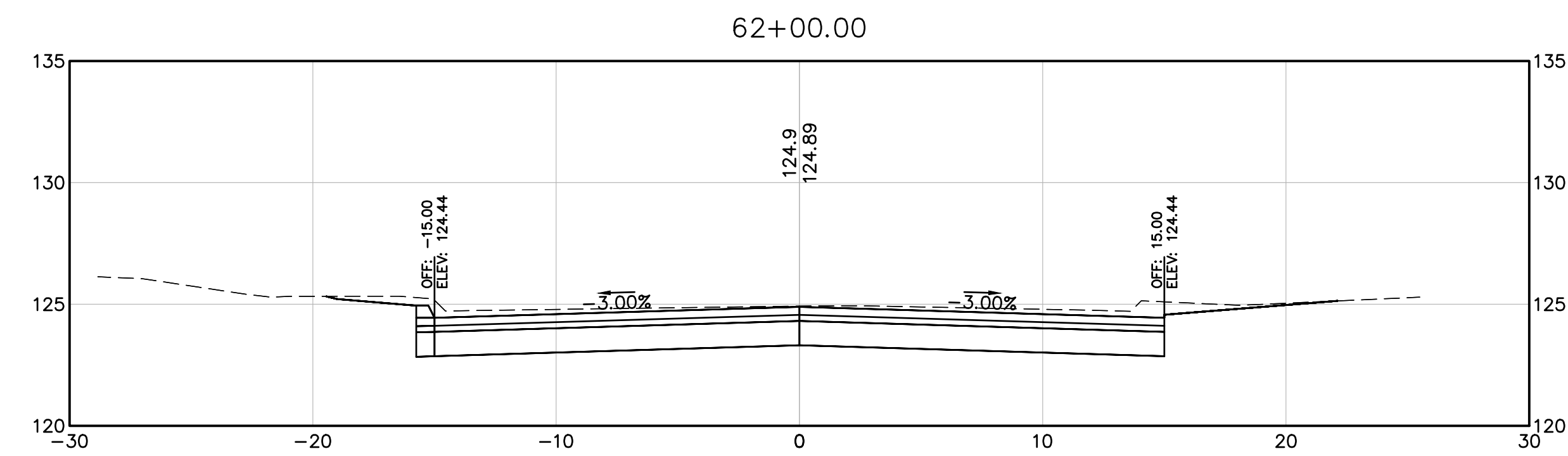
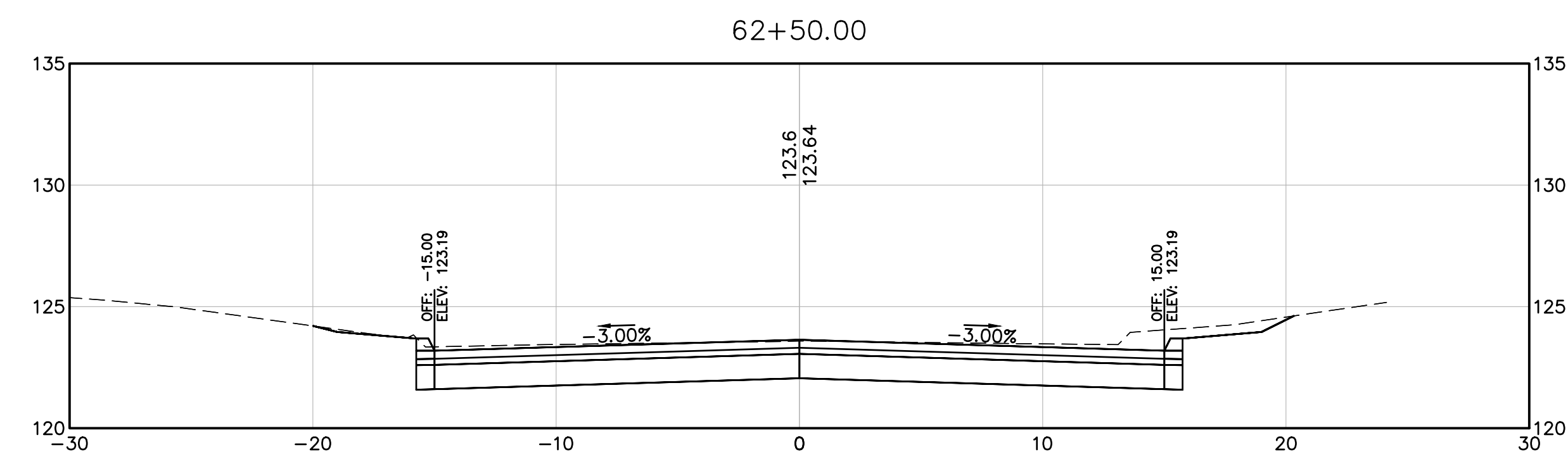
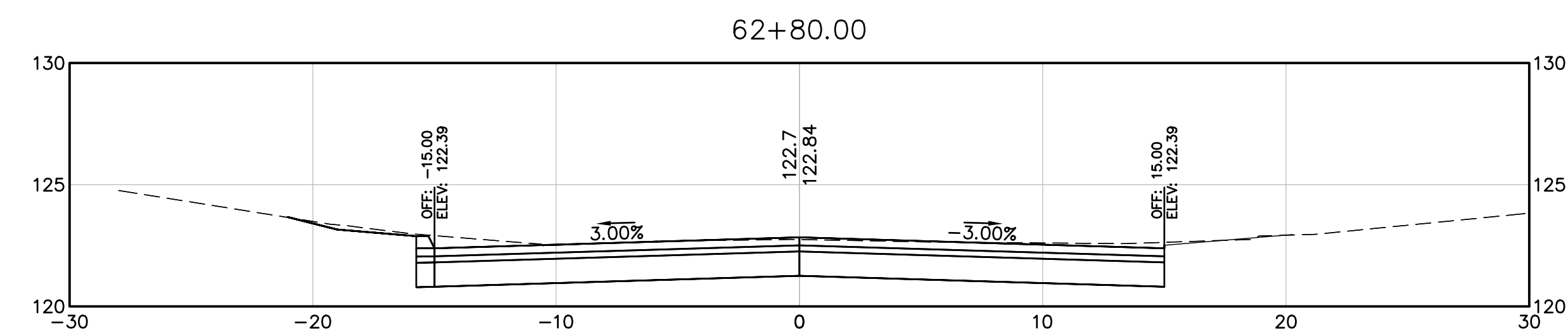
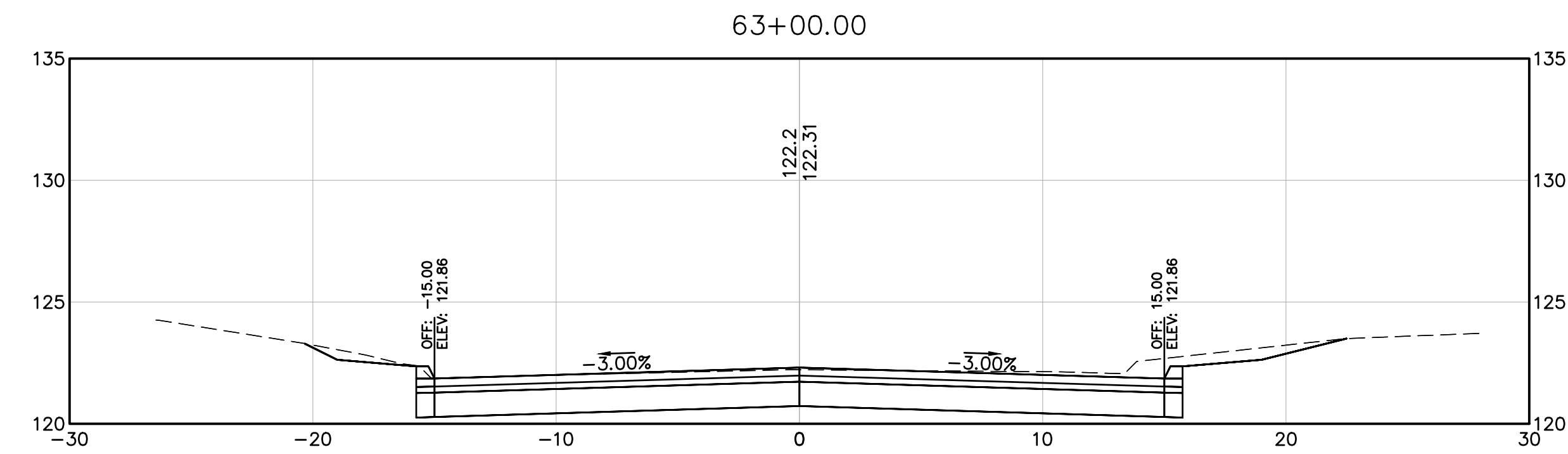
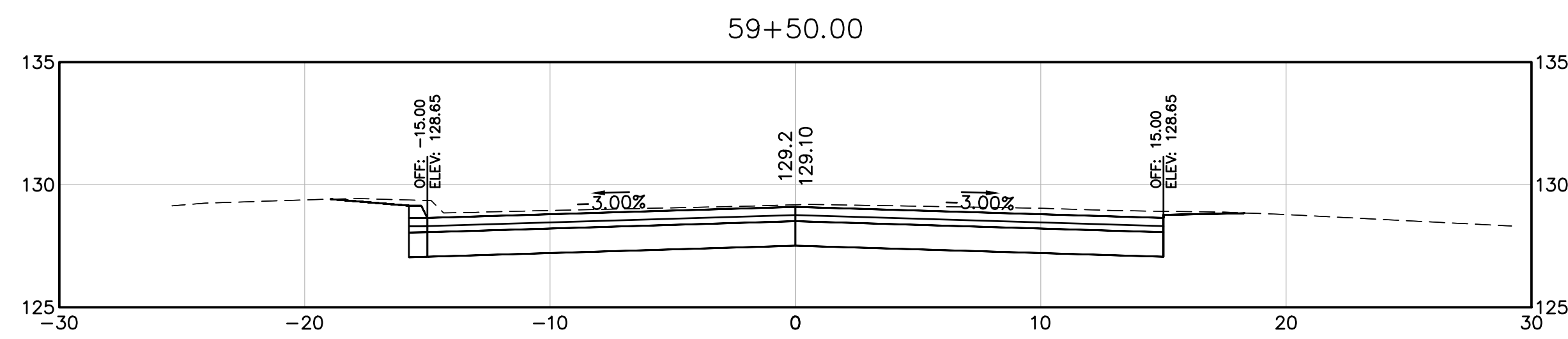
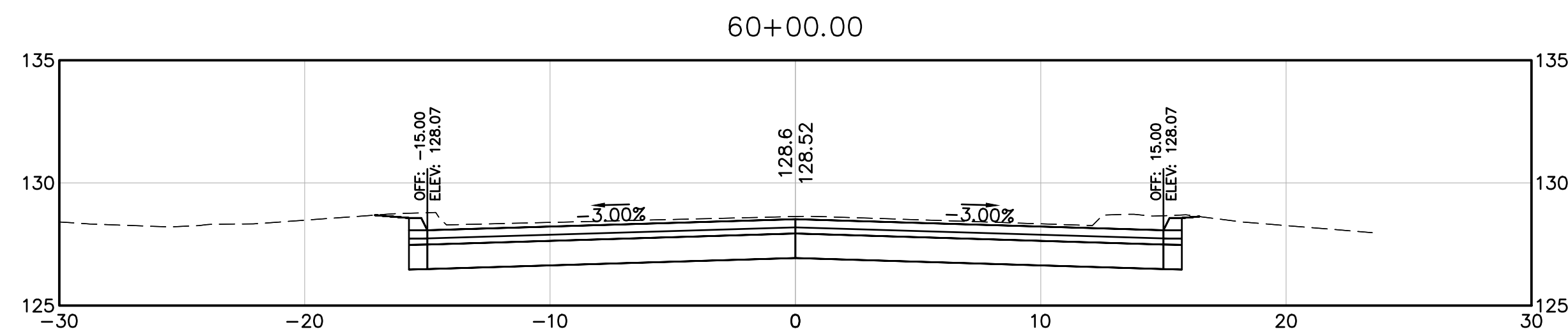
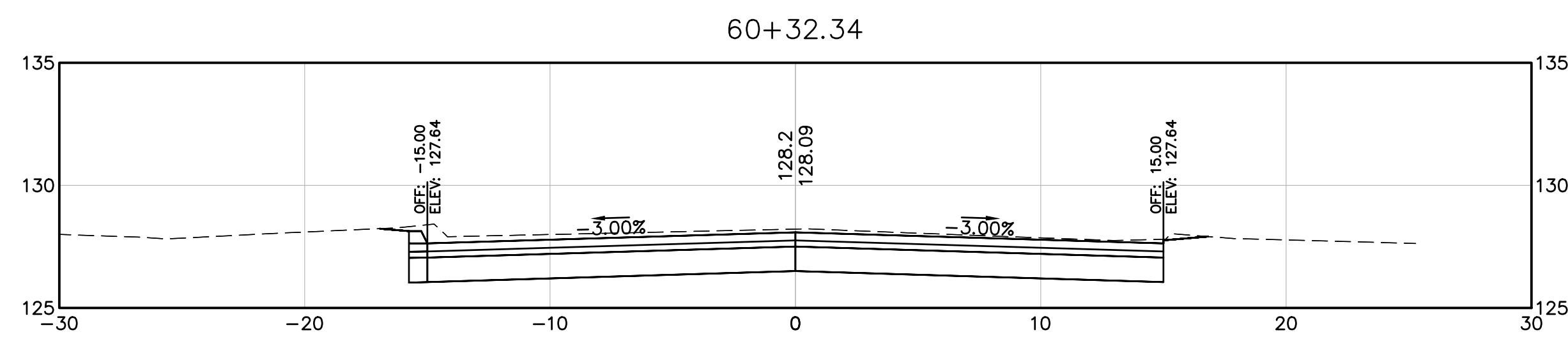
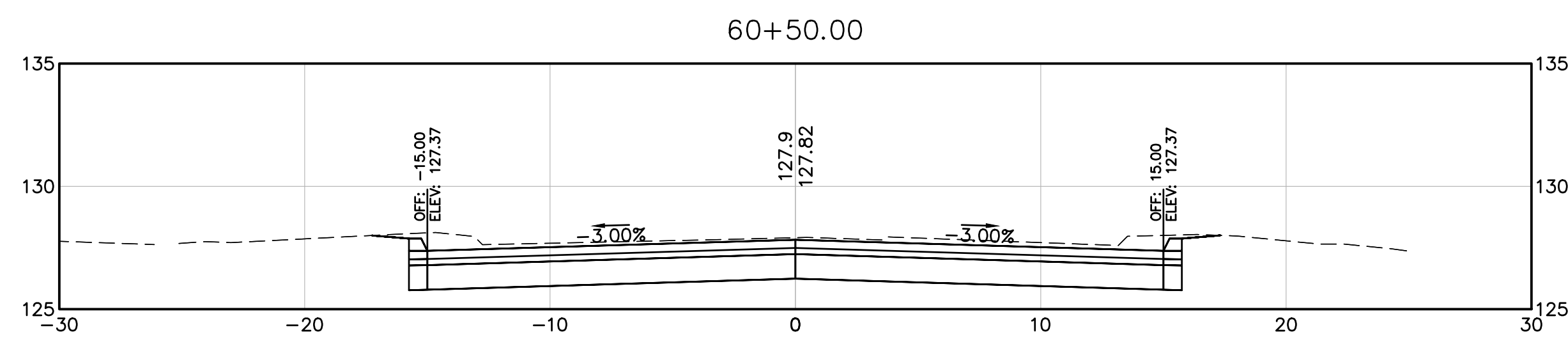
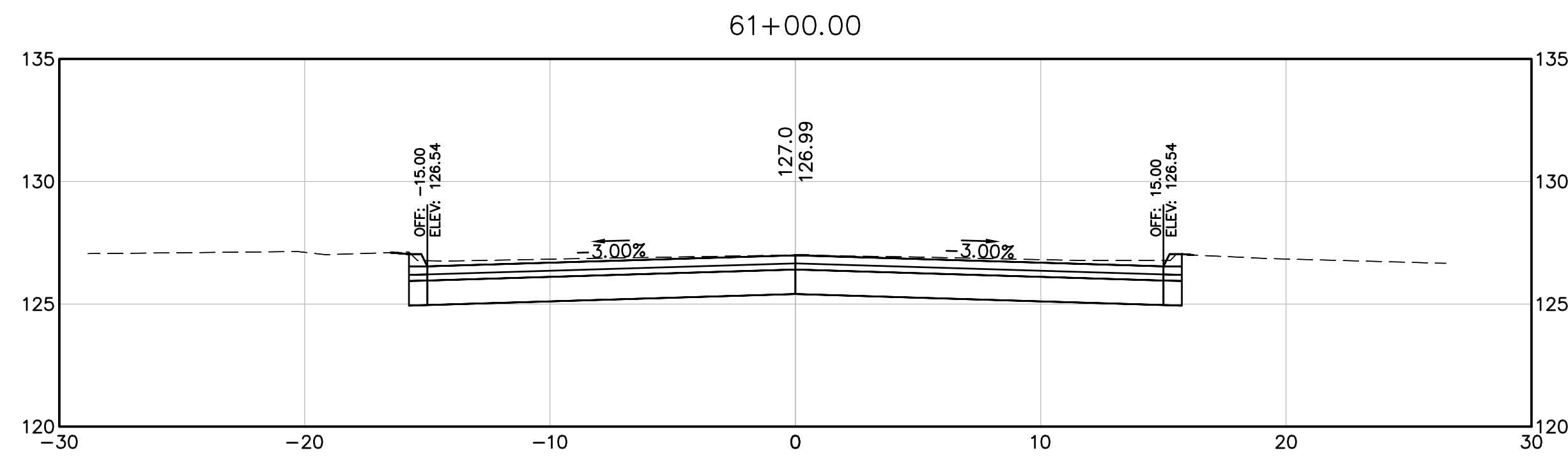
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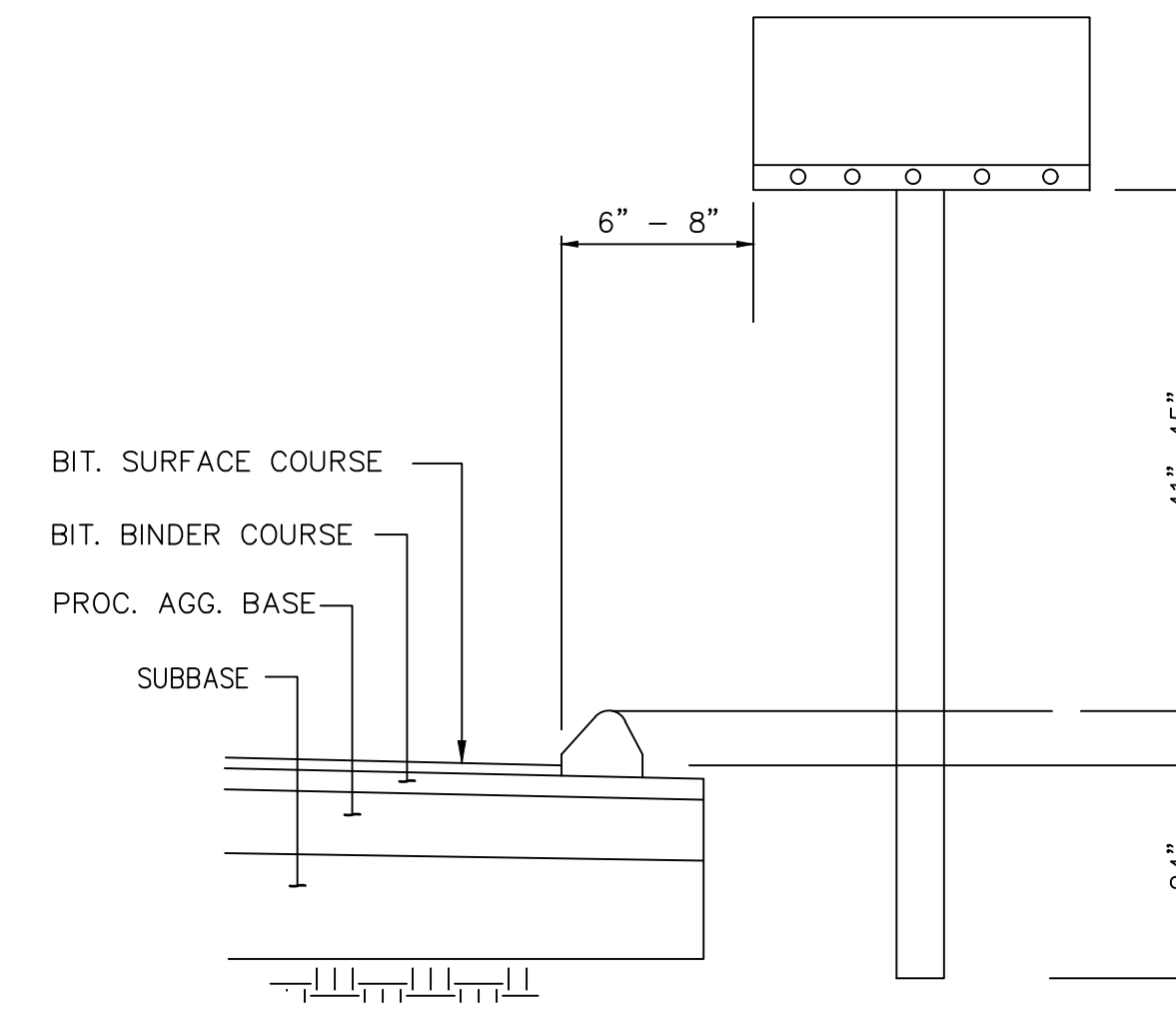
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DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY: JAC

NO.	REVISION	DATE	BY

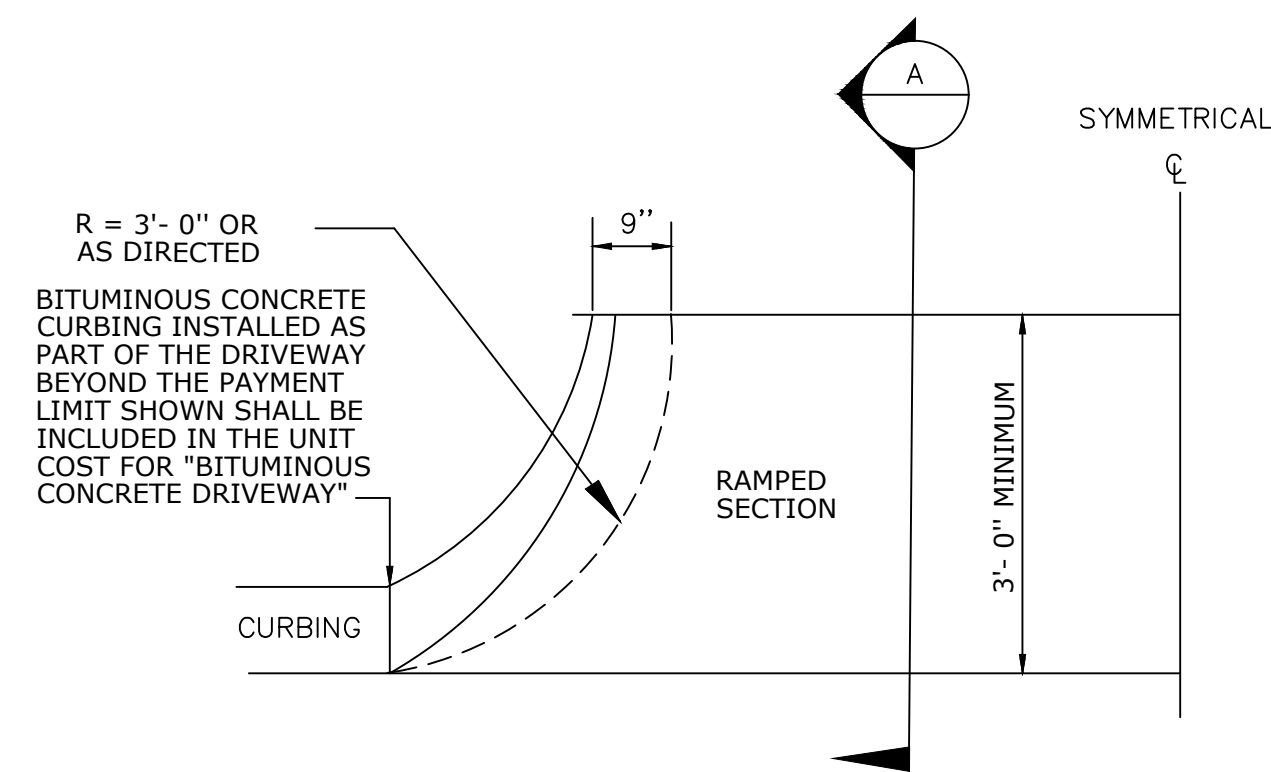
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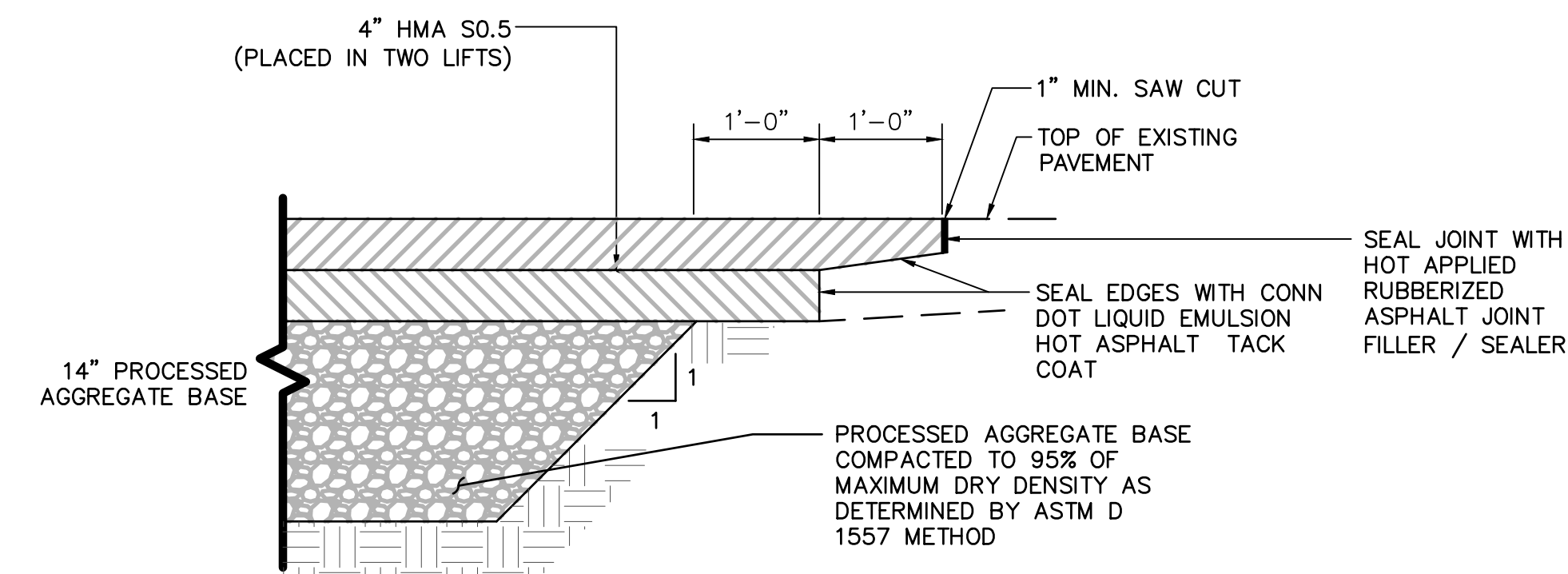




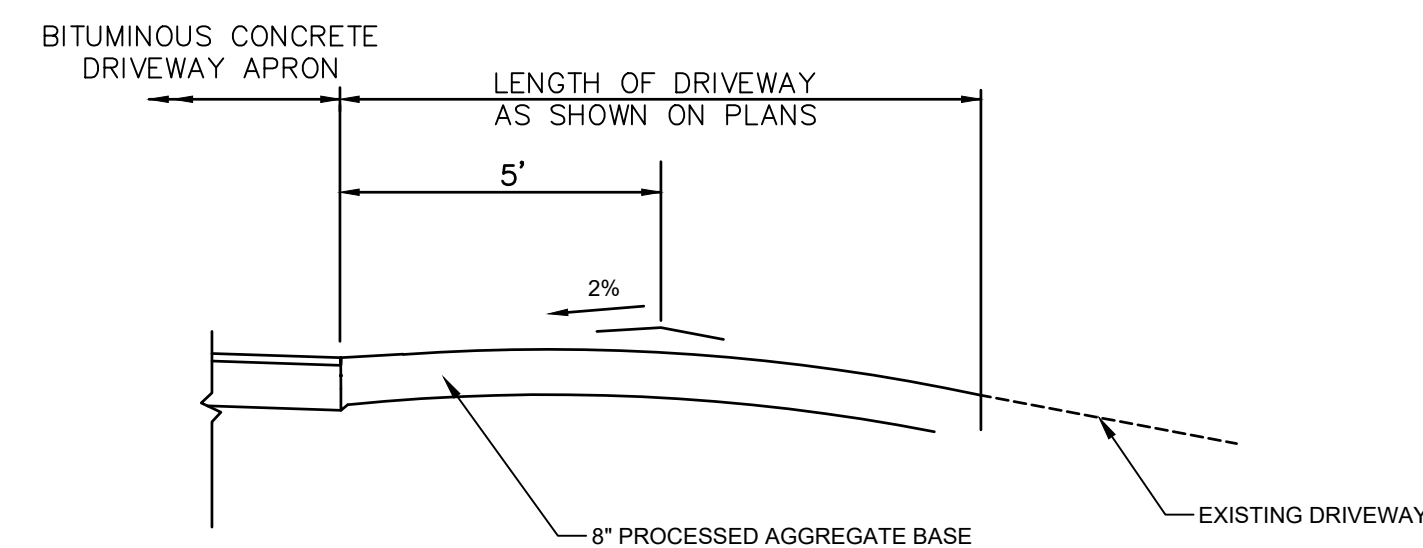
MAILBOX AND PAPER TUBE
SETTING LOCATION
NOT TO SCALE



HALF BITUMINOUS CONCRETE
DRIVEWAY PLAN
NOT TO SCALE

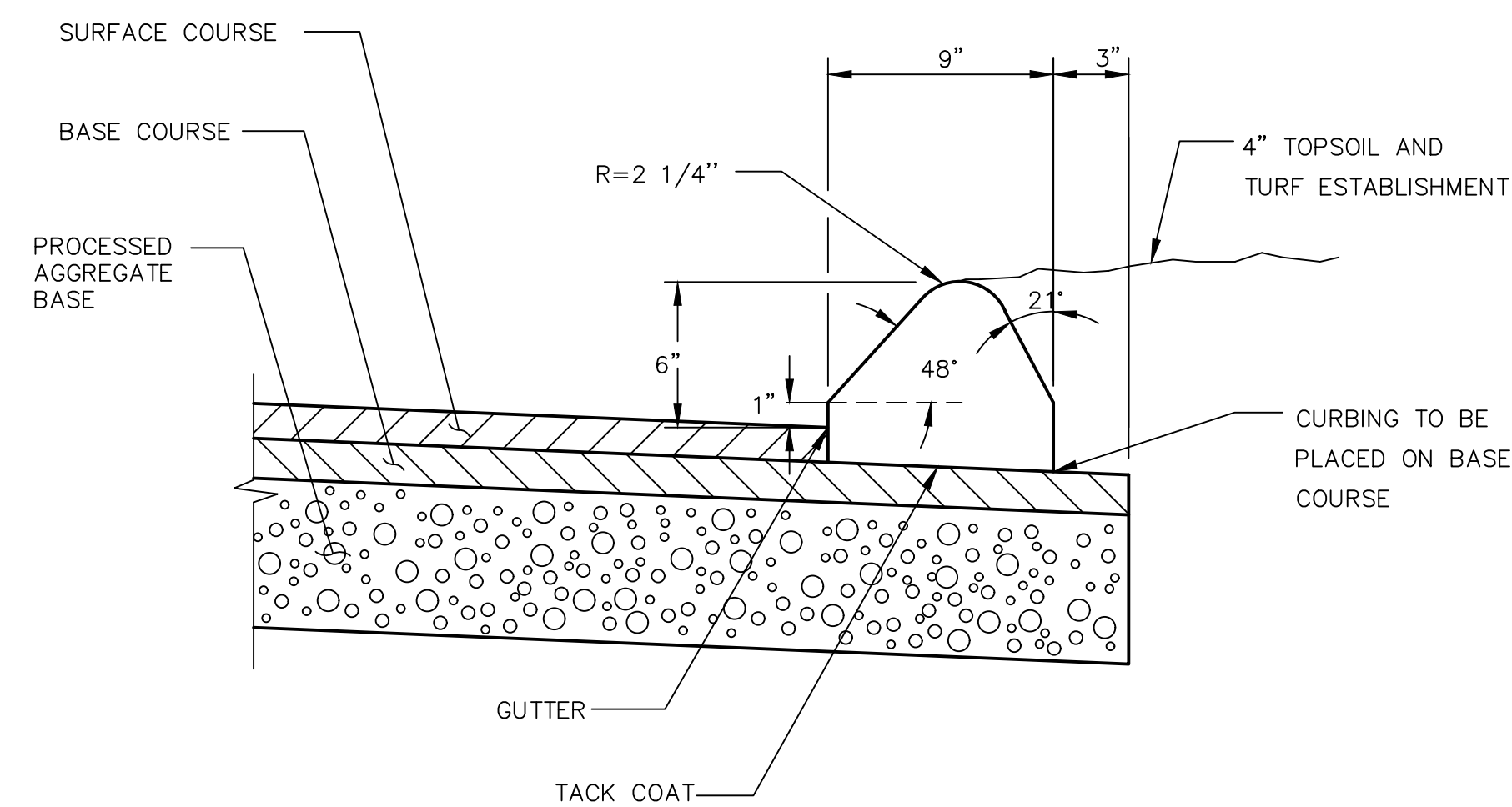


SAWCUT AND MATCH EXISTING PAVEMENT
DETAIL
NOT TO SCALE

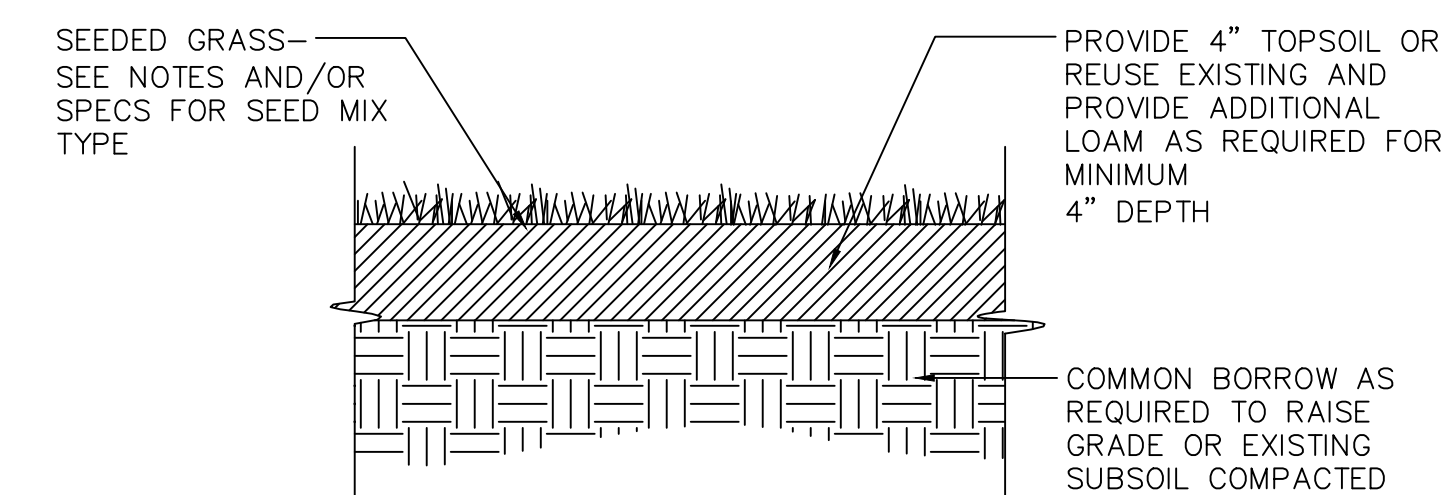


GRAVEL DRIVEWAY DETAIL

NOT TO SCALE

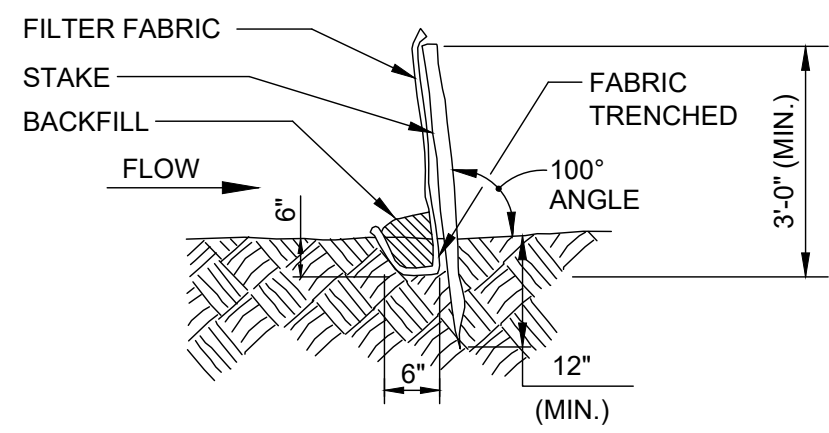


6' BITUMINOUS CONCRETE LIP CURBING (BCLC)
N.T.S.



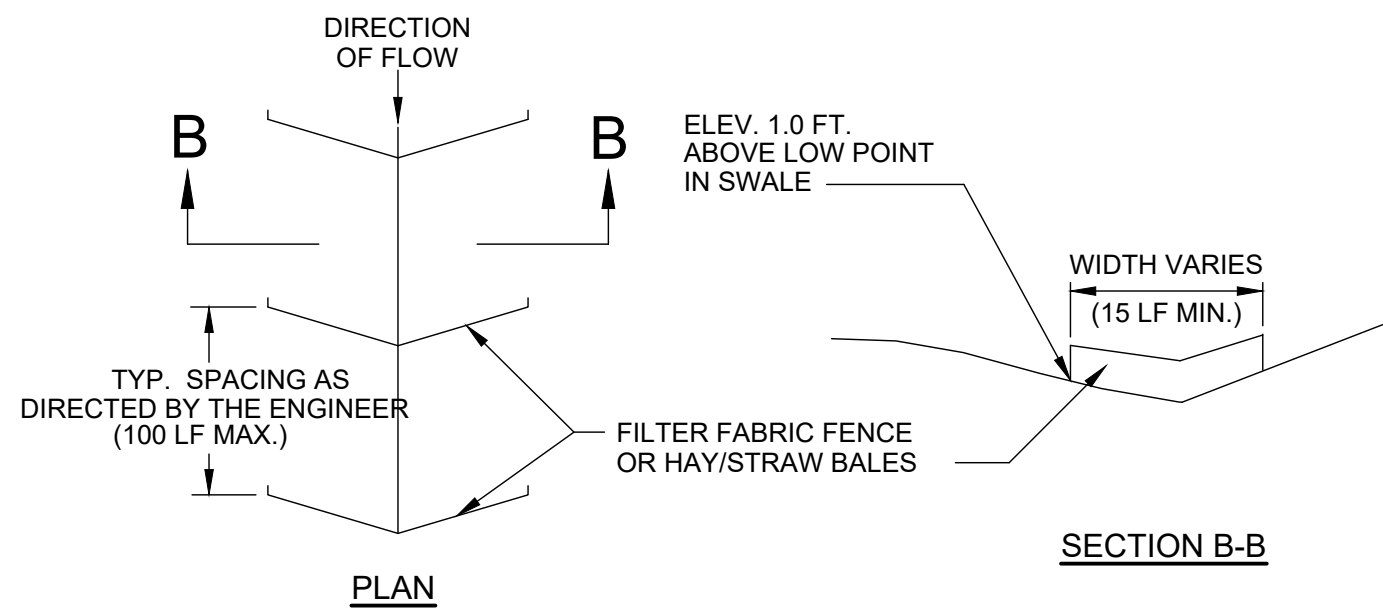
TOPSOIL AND TURF ESTABLISHMENT DETAIL
NOT TO SCALE

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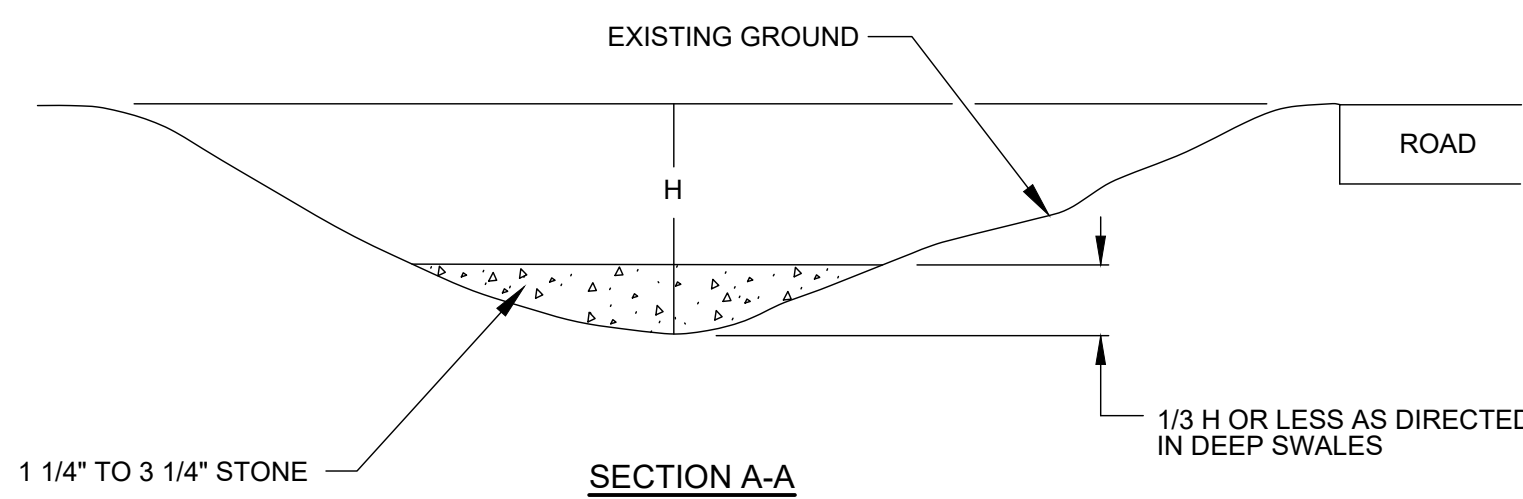


SILT FENCE INSTALLATION

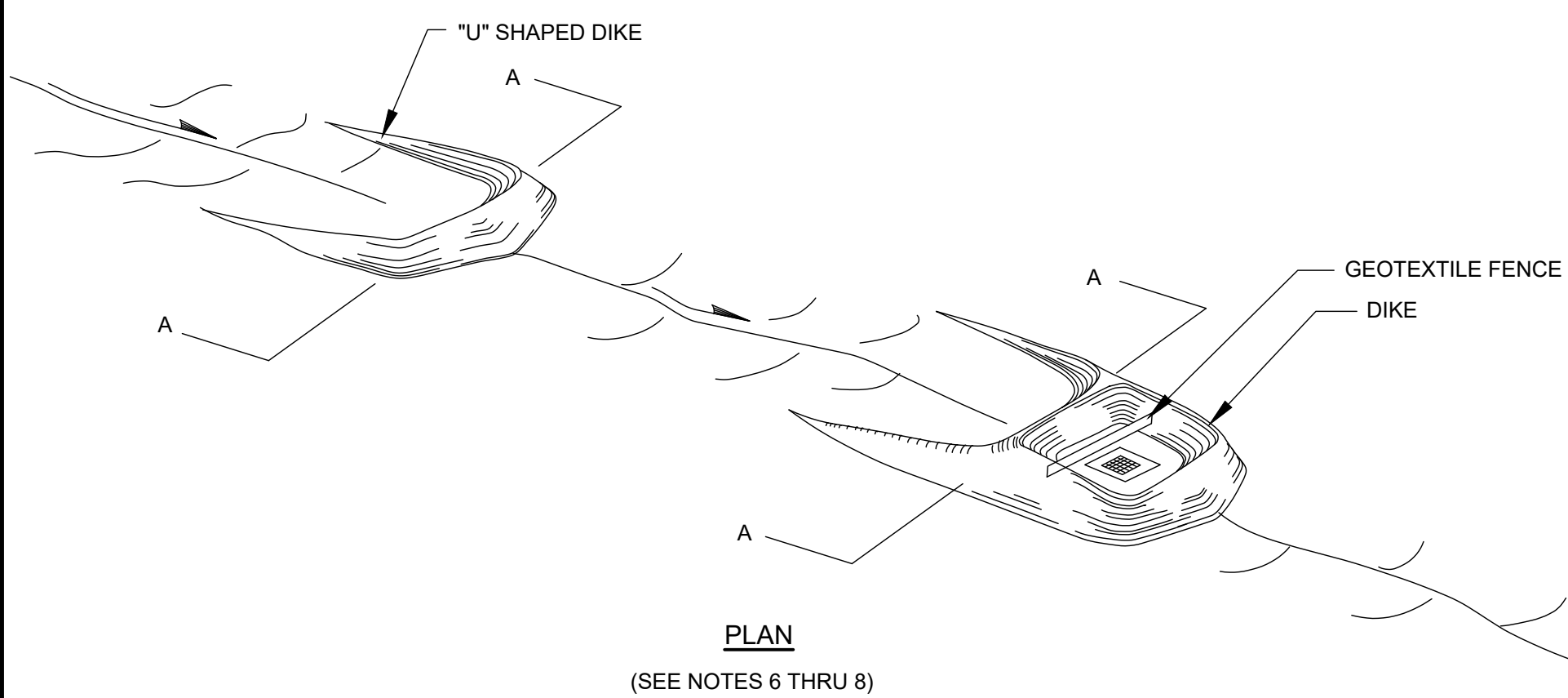
- A) MINIMUM LENGTH OF SILT FENCE IS 15 L.F.
B) MAXIMUM POST SPACING IS 10 L.F.
C) JOINTS ONLY AT SUPPORT POST WITH MINIMUM 6" OVERLAP, SECURELY SEALED.
D) SEDIMENTATION DEPOSITS SHALL BE REMOVED WHEN THEY REACH 1/2 THE HEIGHT OF THE SILT FENCE.
E) SILT FENCE SHALL NOT BE USED IN A WATER COURSE.
F) UPON ESTABLISHMENT OF GROUND COVER ON DISTURBED AREAS, AND WHEN DIRECTED BY THE ENGINEER, FENCE WILL BE REMOVED AND ANY SEDIMENTATION WILL BE THINLY SPREAD UPON EXISTING GROUND COVER.



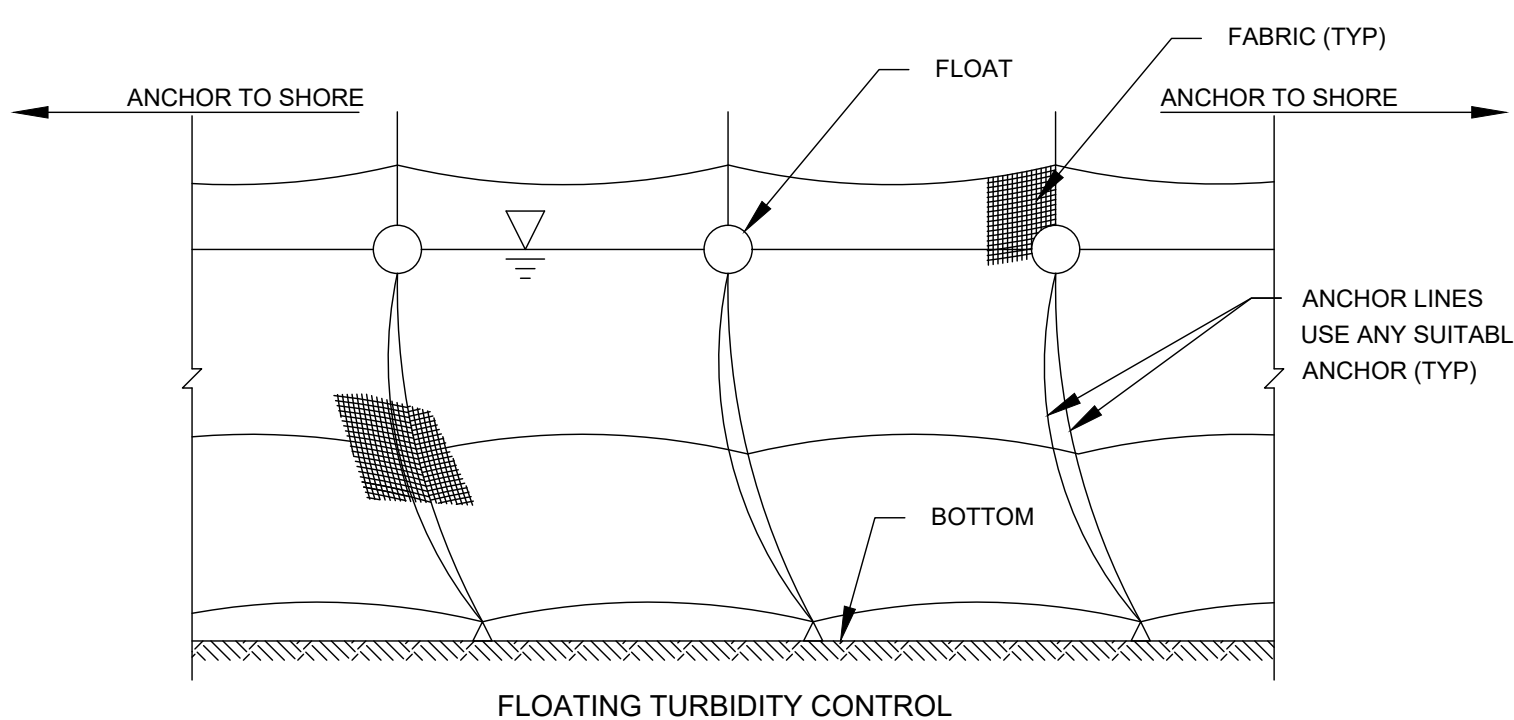
**CHECK DAM
FILTER FABRIC OR HAY/STRAW BALES**



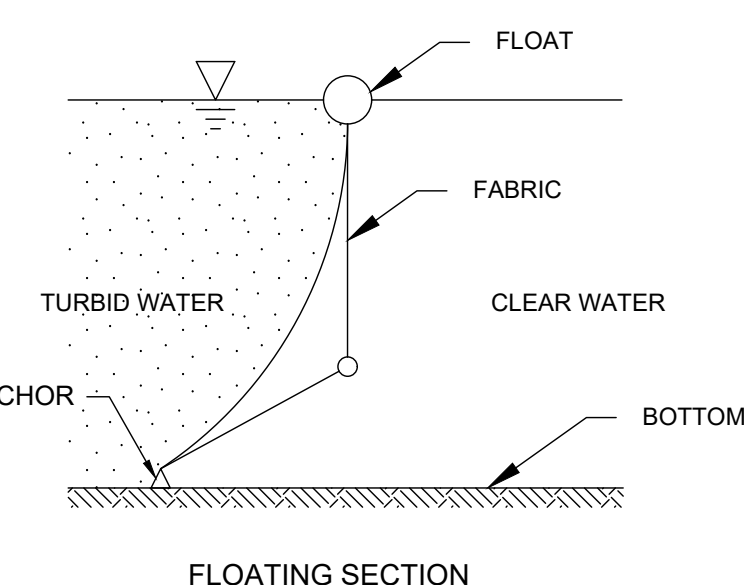
SECTION A-A



"U" SHAPED STONE DIKE

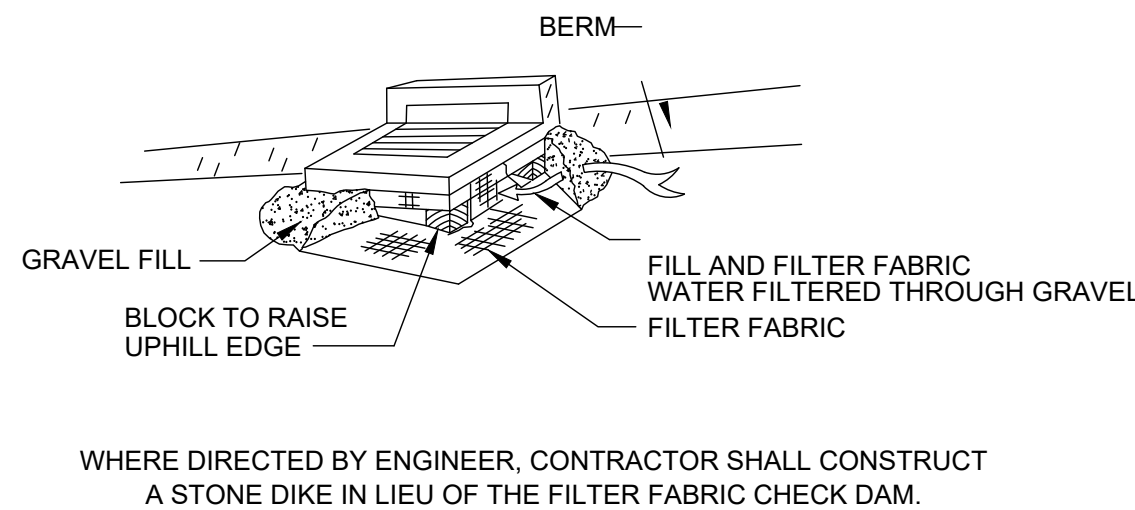


**TURBIDITY CONTROL CURTAIN
NOT TO SCALE**



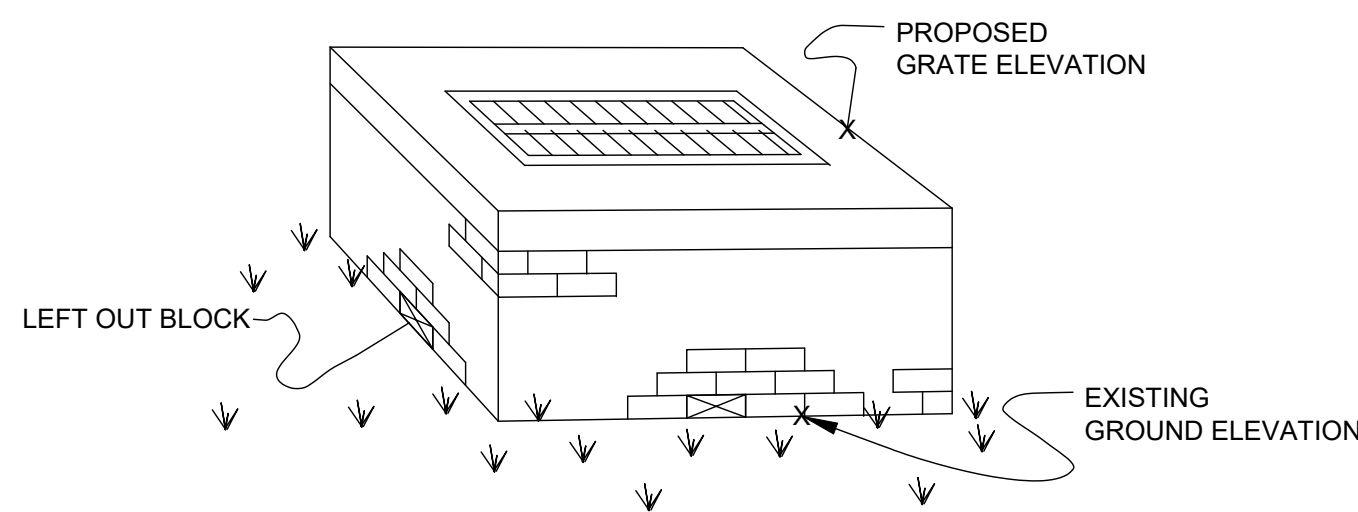
NOTE:
SEE PLANS AND SPECIAL PROVISIONS FOR LOCATION OF AND ADDITIONAL INFORMATION REGARDING TURBIDITY CONTROL CURTAIN.

**SEDIMENTATION CONTROL SYSTEM
TOE OF SLOPE
(WHERE DIRECTED BY ENGINEER)**



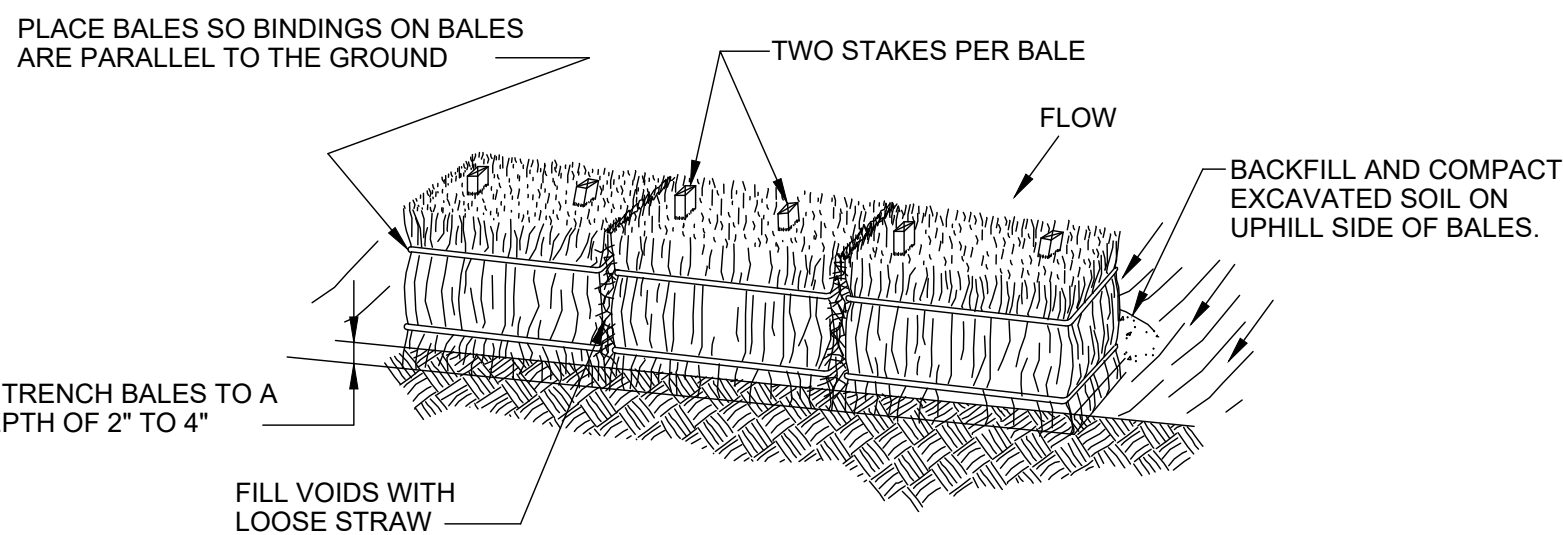
**SEDIMENTATION CONTROL SYSTEM
FOR CATCH BASINS**

NOTE: RAISE AND PROTECT CATCH BASIN TOPS WITH CRUSHED STONE AS SOON AS POSSIBLE TO PERMIT DRAINAGE TO ENTER STORM SYSTEMS, WHEN ROADWAY IS BROUGHT UP TO SUBBASE BEFORE PAVING.



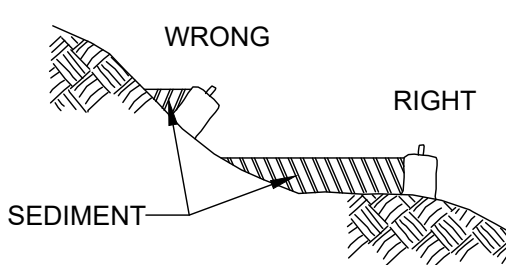
**SHORT TERM ALTERNATE
(SEE NOTES 2 THRU 5)**

- NOTES:
- ALL DIMENSIONS ARE IN INCHES (") EXCEPT AS NOTED.
 - CONSTRUCT CATCH BASINS LEAVING ONE (1) BLOCK OUT PER SIDE AT EXISTING GROUND ELEVATION TO ALLOW WATER TO ENTER.
 - IF GROUND WITHIN A CATCH BASIN'S WATERSHED BECOMES DISTURBED AND THE CATCH BASIN WILL NOT BE BACKFILLED TO TOP OF GRATE ELEVATION FOR AT LEAST EIGHT (8) HOURS, INSTALL SEDIMENTATION CONTROL SYSTEM FOR CATCH BASIN.
 - INSTALL LEFT OUT BLOCKS NOT SOONER THAN TWO (2) HOURS PRIOR TO BACKFILLING AROUND CATCH BASIN.
 - IMMEDIATELY AFTER PLACING FILL, INSTALL SEDIMENTATION CONTROL SYSTEMS.
 - THE ENDS OF THE DIKE SHALL BE THE SAME ELEVATION AS THE SPILLWAY OR GREATER.
 - MAXIMUM HEIGHT OF DIKE SHOULD NOT EXCEED 1/3 HEIGHT OF THE CHANNEL.
 - STONE DIKES SHALL BE PLACED AT 50' INTERVALS IN ALL TEMPORARY DITCHES AND CHANNELS.

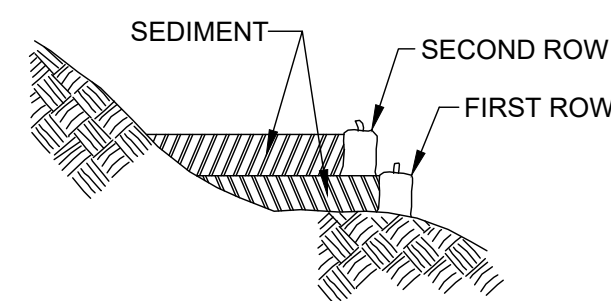


INSTALLATION

- A) IDEALLY, BALES SHOULD BE ENTRENCHED 2 TO 4 INCHES AND TIGHTLY BUTTED TOGETHER. BALES CAN BE SUCCESSFULLY PLACED WITHOUT A TRENCH IF GOOD GROUND CONTACT IS MADE. REMOVE HEAVY BRUSH AND FILL IN ALL VOIDS WITH LOOSE STRAW.
B) BALES SHALL BE ONLY USED AS A TEMPORARY BARRIER AND FOR NO LONGER THAN 60 DAYS. THEY SHALL NOT BE USED ON A JOB ADJACENT TO A RESIDENTIAL NEIGHBORHOOD, RESIDENCES OR ADJACENT TO OR IN A WATERCOURSE.
C) WHEN SEDIMENTATION DEPOSITS REACH WITHIN 3" OF THE TOP OF THE BALES, REMOVE SEDIMENTATION OR ADD ADDITIONAL BALES ON SEDIMENTATION DIRECTLY BEHIND THE FIRST ROW OF BALES AS DIRECTED BY THE ENGINEER.
D) UPON ESTABLISHMENT OF GROUND COVER ON DISTURBED AREAS AND WHEN DIRECTED BY THE THE ENGINEER, HAY BALES WILL BE REMOVED AND USED AS MULCH. ANY SEDIMENTATION WILL BE THINLY SPREAD UPON ESTABLISHED GROUND COVER.



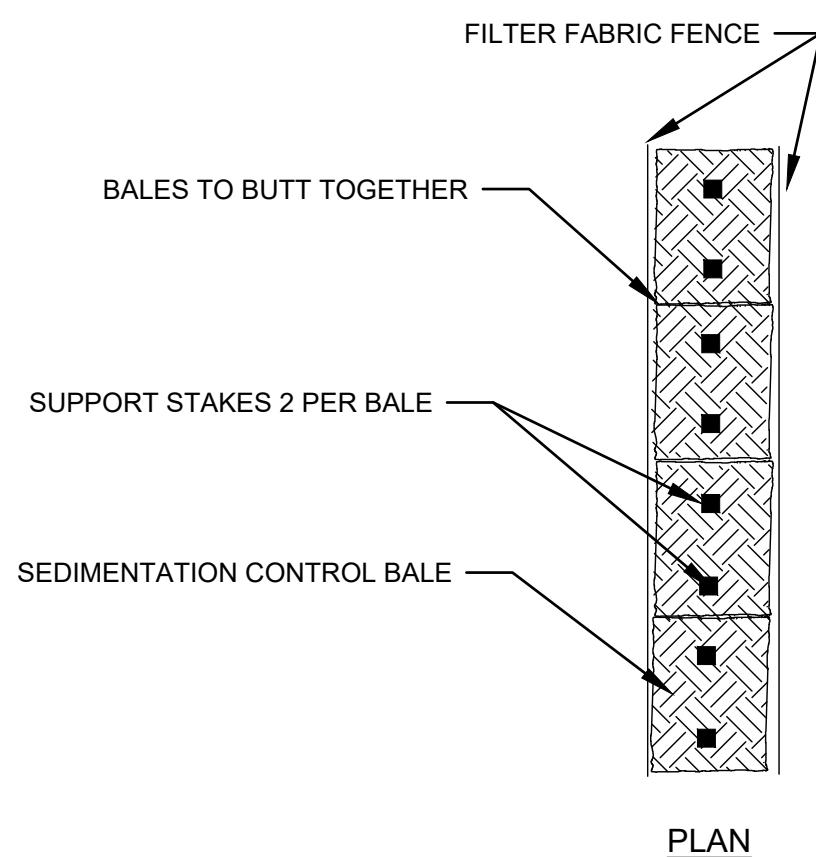
BALE PLACEMENT



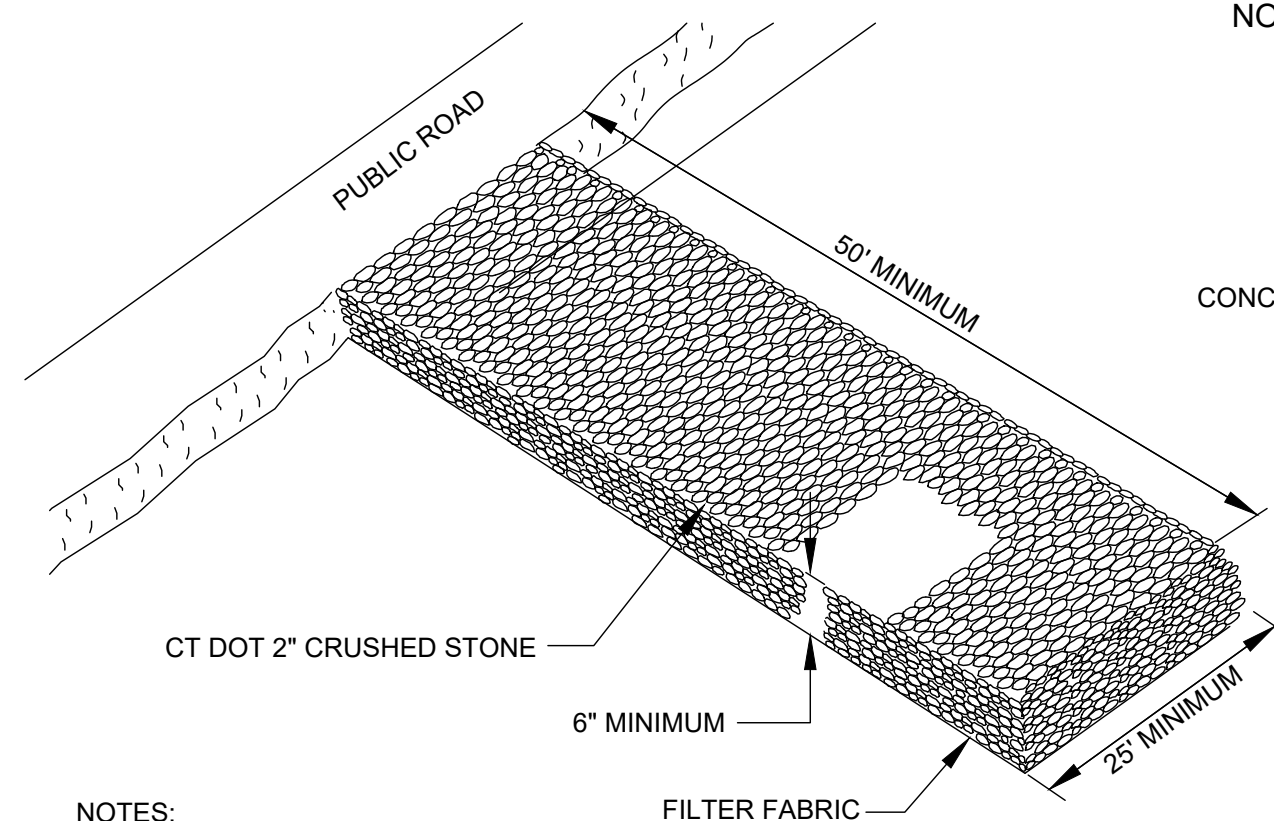
PREFERRED PLACEMENT

BALES PLACED AWAY FROM TOE OF SLOPE HAVE A LARGER CONFINEMENT AREA. ADDITIONAL BALES SHOULD BE ADDED BEHIND ORIGINAL BALES BEFORE SEDIMENT TOPS THE FIRST BALE.

DIKES HAY/STRAW BALES

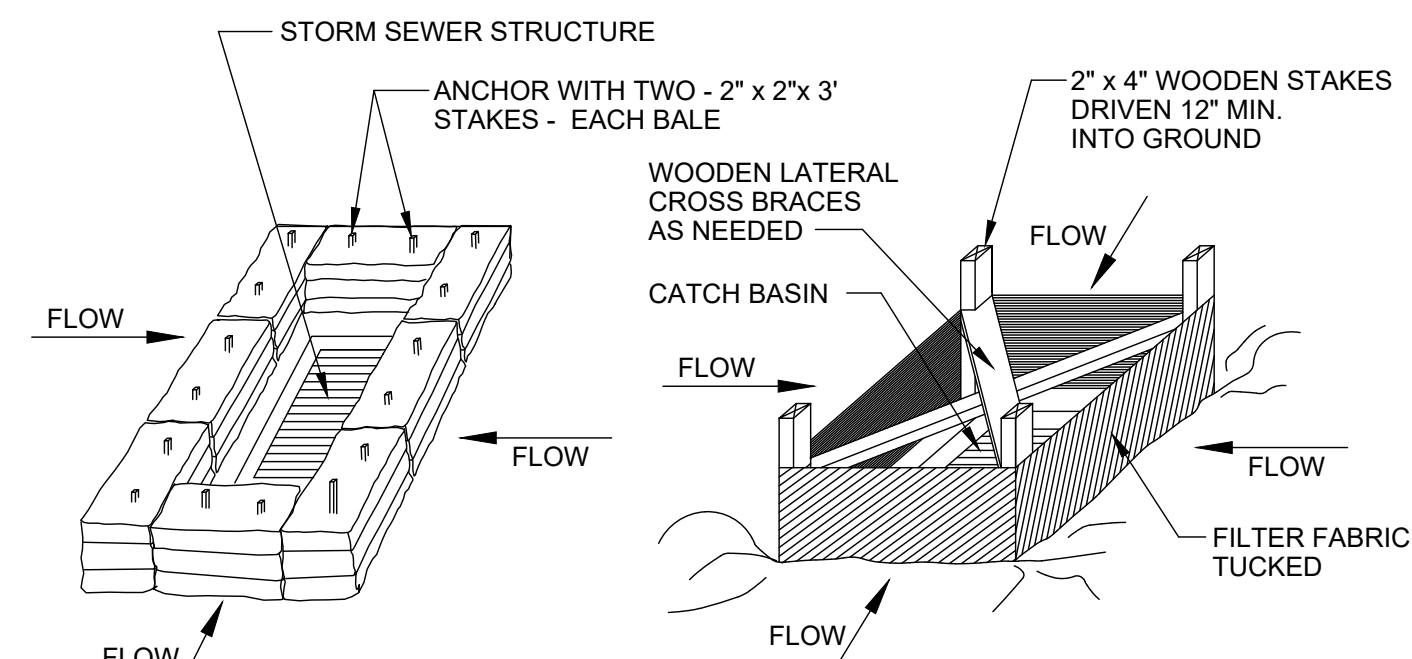


SEDIMENTATION CONTROL SYSTEM DOUBLE SILT FENCE WITH HAYBALES



- NOTES:
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
 - ANTI-TRACKING PADS SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER.

**ANTI-TRACKING PAD
NOT TO SCALE**

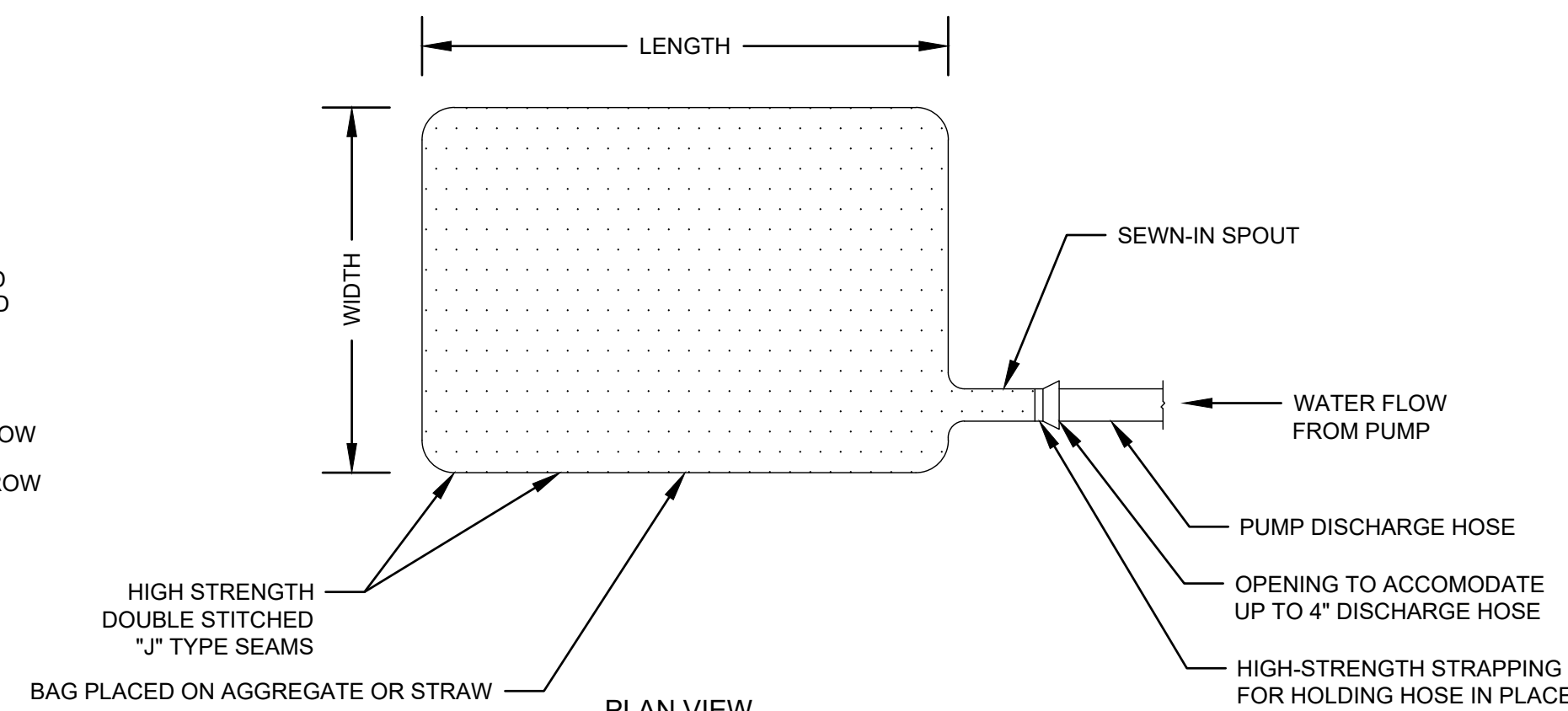


HAY BALE INSTALLATION

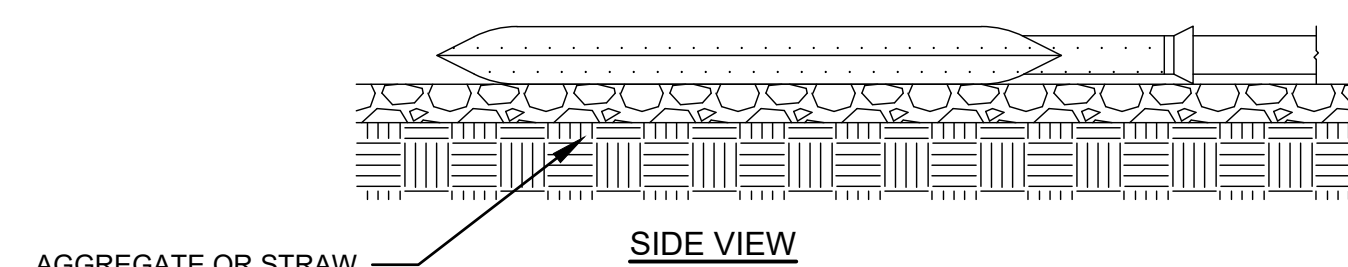
CATCH BASIN IN A DEPRESSION

SILT FENCE INSTALLATION

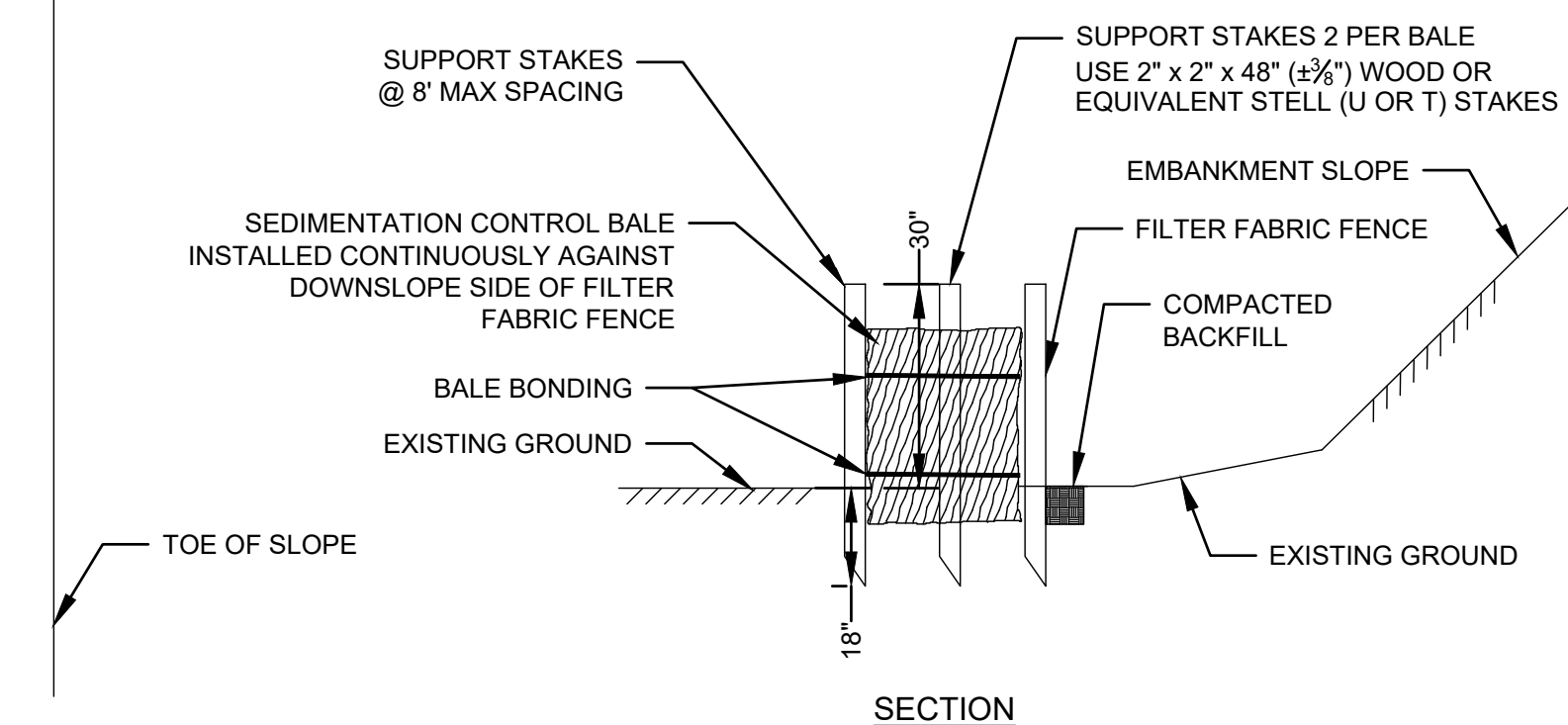
AT CATCH BASIN



PLAN VIEW

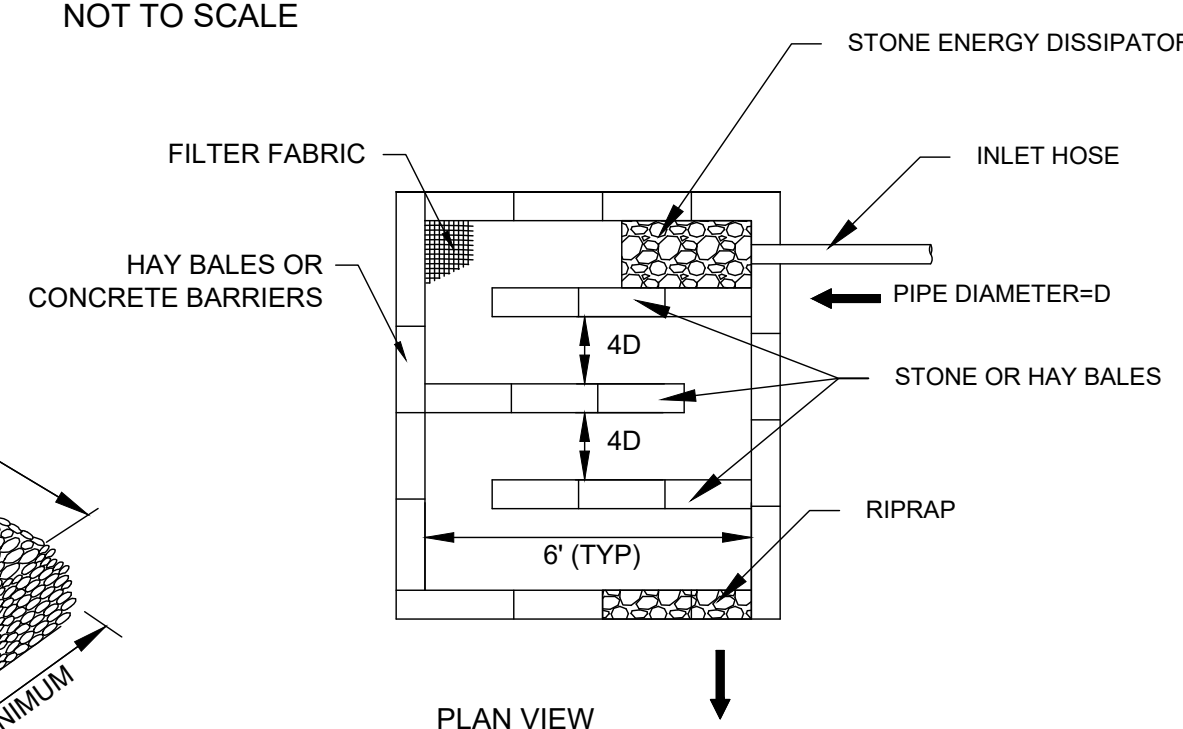


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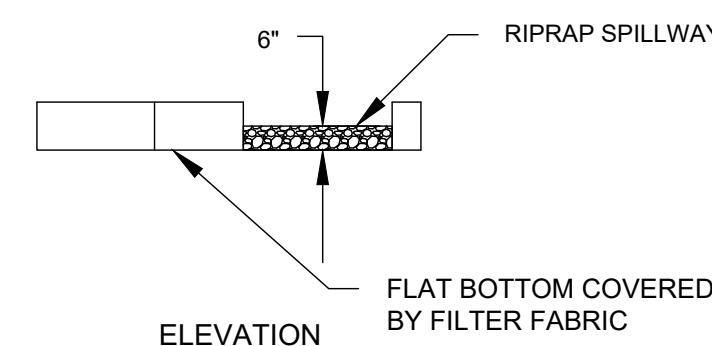


SECTION

NOT TO SCALE

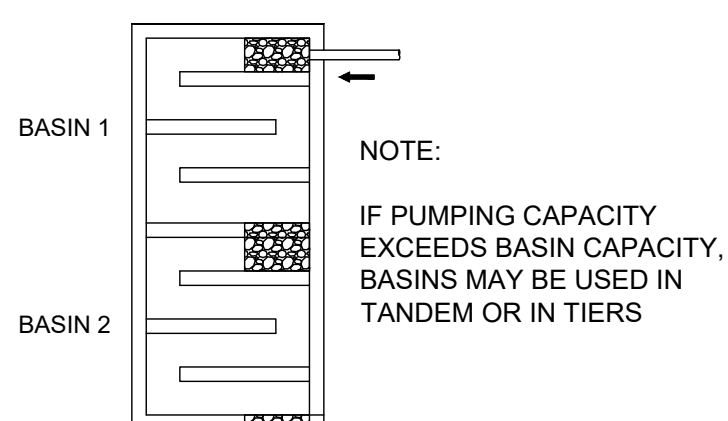


PLAN VIEW



ELEVATION

**DEWATERING BASIN
NOT TO SCALE**



- NOTES:
- VOLUME OF BASIN IS EQUAL TO THE MAXIMUM VOLUME OF WATER CAPABLE OF BEING PUMPED OVER ONE HOUR. THIS VOLUME CAN BE DETERMINED BY THE CONTRACTOR USING THE PUMP MANUFACTURER'S SPECIFICATIONS.
 - CONTRACTOR TO SHOW APPROXIMATE LOCATION AND SIZE OF HIS PROPOSED DEWATERING BASIN(S) ON HIS EROSION AND SEDIMENTATION CONTROL PLANS. SEE SECTION 1.10, ENVIRONMENTAL COMPLIANCE.
 - DEWATERING BASIN(S) NOT TO BE LOCATED IN ANY WETLAND AREA.
 - THERE WILL BE NO SEPARATE PAYMENT FOR THE DEWATERING BASINS, BUT IT WILL BE INCLUDED IN THE COST OF THE RESPECTIVE ITEMS "COFFERDAM AND DEWATERING" AND SEDIMENT AND EROSION CONTROL.