Bidding Documents

2015 Chip Seal Program

Town of Goshen, CT

Issue Date: April 24, 2015

Prepared By:
Lenard Engineering, Inc.
For the
Town of Goshen

Section 00010

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Town of Goshen

Advertisement for Bids

The Town of Goshen will receive sealed bids for a project entitled "Town of Goshen – 2015 Chip Seal Program" at the Office of the First Selectman, Goshen Town Hall, 42 North Street, Goshen, CT 06756, until 5:00 PM on Tuesday May 12, 2015 at which time they will be publicly-opened and read aloud in the Town Hall Conference Room. Any bids received after this time and date will be rejected and returned to the bidder unopened. Bids shall be prepared and submitted as prescribed in the Bidding Documents. Prospective bidders may examine and acquire bid documents at the office of the First Selectman at the address stated above. Alternately, prospective bidders may examine and download the Bidding Documents by visiting the Town's web site at: www.goshenct.gov. Click on the link entitled "Bids & RFPs".

The Town of Goshen is an equal opportunity employer.

Issued April 24, 2015
By Robert Valentine, First Selectman

Section 00200
Instructions to Bidders

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Town of Goshen, Office of the First Selectman, located in the Goshen Town Hall at 42A North Street, Goshen, CT during normal business hours Monday – Thursday 8:30 AM to 4:00 PM and Friday 8:30 AM to 12:00 PM. Alternately, prospective bidders may examine and download the Bidding Documents by visiting the Town's web site at: www.goshenct.gov. Click on the link entitled "Bids & RFPs".

2.02 All prospective bidders and any other party that acquires Bidding Documents from the Town shall provide the Town with the firm's name, mailing address, telephone and facsimile numbers, and e-mail address.

2.03 Complete sets of Bidding Documents shall be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.04 Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 Owner will review the list of references, subcontractors, materials suppliers and other documents furnished with the bid to aid in determining whether the apparent successful bidder is qualified to construct the Work. In addition to the foregoing, Owner may also request documentation regarding Bidder's financial position, previous experience, present commitments, and such other data as may necessary to induce owner into awarding the Contract.

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

B. Visit the Site(s) of the Work and become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on:

(1) The cost, progress, and performance of the Work;

(2) The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and

(3) Bidder's safety precautions and programs;

E. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and

H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

ARTICLE 5 – INTERPRETATIONS AND ADDENDA

5.01 All questions about the meaning or intent of the Bidding Documents are to be submitted by e-mail to Mr. Robert Valentine, First Selectman at 1stselectman@goshenct.gov. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, e-mailed, or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 6 – BID SECURITY

6.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (using the form attached) issued by a surety meeting the requirements of the General Conditions.

6.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

6.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 7 – CONTRACT TIMES

7.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 8 – LIQUIDATED DAMAGES

8.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 9 – SUBSTITUTE AND "OR-EQUAL" ITEMS

9.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Owner and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Owner as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Owner. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 10 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.01 Owner will review the qualifications and acceptability of major subcontractors and the material suppliers for emulsion and aggregate prior to issuing a Notice of Award. If Owner, after investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before the Notice of Award is issued, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

10.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement.

10.03 Contractor shall not be required to employ any subcontractor, supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 11 – PREPARATION OF BID FORM

11.01 The Bid Form is included with the Bidding Documents.

11.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each bid item, alternative, adjustment unit price item, and unit price item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

11.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

11.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

11.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

11.06 A Bid by an individual shall show the Bidder’s name and official address.

11.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

11.08 All names shall be printed in ink below the signatures**.**

11.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

11.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

11.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 12 – BASIS OF BID; COMPARISON OF BIDS

12.01 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 13 – SUBMITTAL OF BID

13.01 Bidder shall submit two complete copies of the Bid Submittal which shall include:

A. Required bid security

B. List of proposed subcontractors;

C. List of proposed suppliers;

D. List of project references;

E. Non-Collusion Affidavit

F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

13.02 Bids shall be submitted to or received in the office of the First Selectman no later than the date and time prescribed indicated in the advertisement or invitation to bid. All bids shall be enclosed

in a sealed package plainly marked with the name and address of the Bidder and the words "Chip Seal Bid".

13.03 If a Bid is sent by mail or other delivery system, the sealed bid shall be enclosed in a separate package plainly marked on the outside with the notation "SEALED BID ENCLOSED". A mailed or delivered Bid shall be addressed to the First Selectman.

ARTICLE 14 – MODIFICATION AND WITHDRAWAL OF BID

14.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

14.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 15 – OPENING OF BIDS

15.01 Bids will be opened at the time and place indicated in the Advertisement for Bid (or as modified by Addenda) and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 16 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 17 – EVALUATION OF BIDS AND AWARD OF CONTRACT

17.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

17.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

17.03 In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form.

17.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of major subcontractors and material suppliers for emulsion and aggregate.

17.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

17.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 18 – CONTRACT SECURITY AND INSURANCE

18.01 The General Conditions set forth Owner's requirements for performance and payment bonds and insurance coverage. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds and certificate(s) of insurance.

ARTICLE 19 – SIGNING OF AGREEMENT

19.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Successful Bidder shall promptly sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Owner shall promptly deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 20 – CONNECTICUT'S PREVAILING WAGE LAW PROVISIONS

20.01 Provisions for compliance with Connecticut's prevailing wage laws are set forth in the General Conditions.

ARTICLE 21 – SALES AND USE TAXES

21.01 Provisions for applicability of sales and use taxes are set forth in the General Conditions.

ARTICLE 22 – RETAINAGE

22.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

Section 00410

Bid Form

Town of Goshen 2015 Chip Seal Program

Bid Submitted To:

Town of Goshen

Board of Selectmen

42A North Street

Goshen, CT 06756

Bid Submitted By:

Company Name: _____

Mailing Address: _____

_____

_____

Contact Person: _____

Title: _____

Telephone: _____

Facsimile: _____

e-mail: _____

To the Town of Goshen Board of Selectmen:

The undersigned Bidder submits, for your consideration, our bid for the Town of Goshen 2015 Chip Seal program. We have read the Bidding Documents, including the Instructions to Bidders, Agreement between owner and Contractor, General Conditions, and Technical Specifications. We submit the following bid in full compliance with all terms and conditions except as noted below under "Exceptions". We have enclosed the following additional items required for a responsive submission:

1. Section 00415 - List of Major Subcontractors
2. Section 00420 – List of Material Suppliers (emulsion and aggregate only)
3. Section 00425 - Non-Collusion Affidavit
4. Section 00430 – Project References
5. Section 00435 – Bid Bond (Damages Form)
6. Evidence of authority to do business in the Connecticut; or a written covenant to obtain such license within the time for acceptance of Bids

Section 00410

Bid Form

Town of Goshen 2015 Chip Seal Program

The undersigned Bidder acknowledges receipt of the following addenda to the Bidding Documents, listed by number and date as follows:

Addenda No.: _____ Dated: _____

Addenda No.: _____ Dated: _____

Addenda No.: _____ Dated: _____

The Undersigned Bidder agrees to perform all Work as specified in the Bidding Documents and as further itemized in Schedule A, attached to this Bid Form, within the Contract Times listed in the Agreement for the following Bid Prices. Our Unit Bid Price and Total Bid Price includes all costs necessary to furnish and install, complete and in place, ready for service, the Town of Goshen 2015 Chip Seal Program, including all plant, materials, supplies, electricity, machinery, equipment, tools, superintendence, labor, hauling services, overhead, profit, insurance, bonds, permits, shop drawings, design services, and other accessories and services. We understand that:

1. The Town reserves the right to adjust the Contract quantities upward or downward by any amount and for any reason whatsoever without adjustment in the Bid Unit Price.
2. The construction quantities as stated in this Bid Form and as itemized in Schedule A (attached) are estimated for the purpose of establishing a Total Bid Price. We further understand that we will be compensated for actual quantities of completed work that are accepted and measured by the Town.
3. The actual Contract Unit Price will be adjusted, upward or downward, to compensate for fluctuations in the price of liquid asphalt between the bid date and the actual date of application (see Technical Specifications for adjustment procedure).

Bid Item	*Estimated Quantity*	*Bid Unit Price (In Figures)*	Total Bid Price (In Figures)
Chip Seal	45,730	$ _____	$ _____
		Per Square Yard	(Estimated Quantity x Unit Price)

Unit Bid Price (in words):

_____ Dollars per Square Yard

Total Bid Price (in words):

_____ Dollars

Section 00410

Bid Form

Town of Goshen 2015 Chip Seal Program

Exceptions: _____

_____

_____

_____

The undersigned hereby submits the foregoing bid to the Town of Goshen. We understand that we may not withdraw this bid for a period of 60 days following the date of the bid opening:

Name of Contractor Entity: _____

By: _____

Duly Authorized Signature

Print or Type Name: _____

Print or Type Title: _____

Schedule A

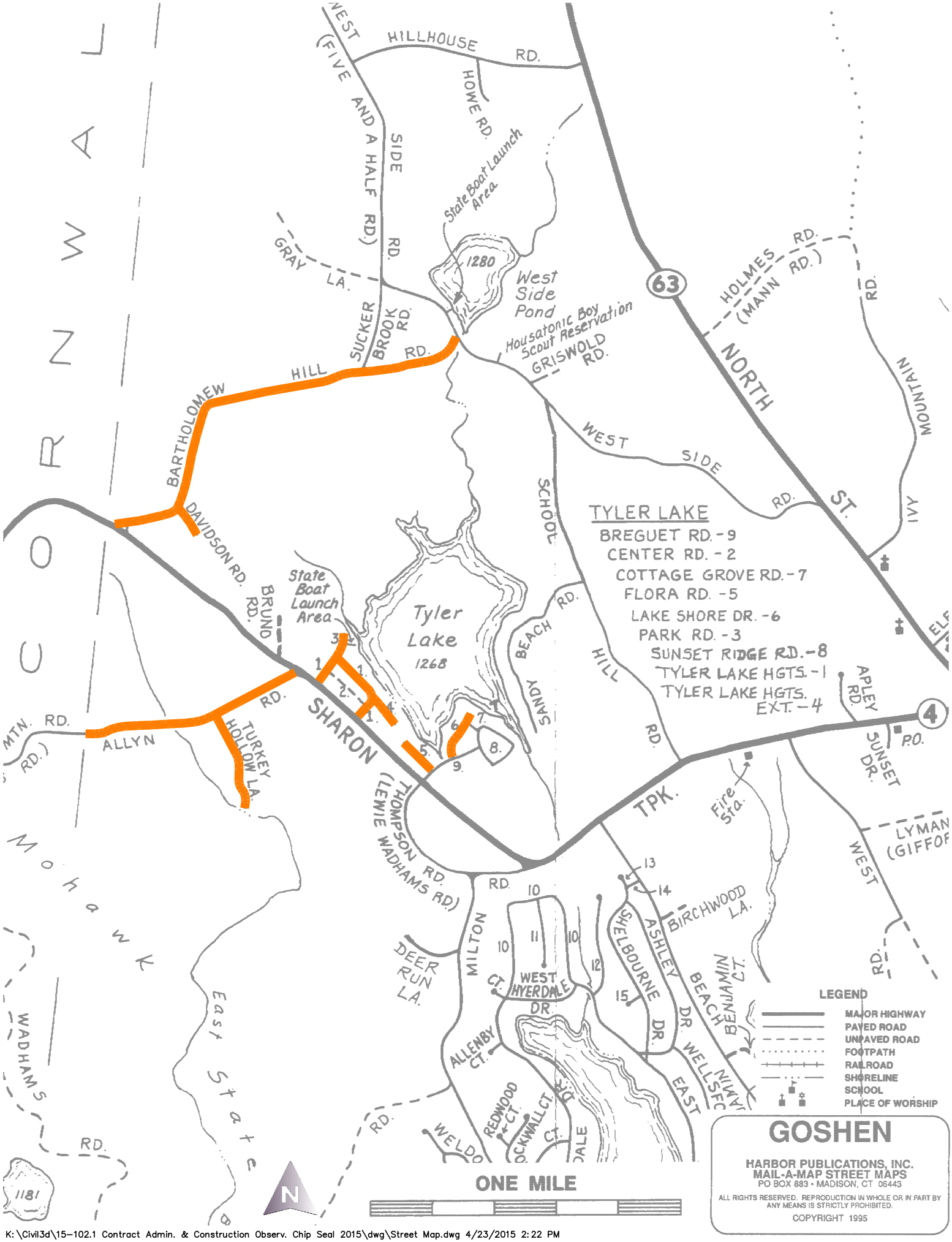
List of Roads and Estimate of Chip Seal Quantities

Bidder shall base Bid Unit Price and Total Bid Price on the following table, which lists the roadways that will receive chip seal surface treatment and the approximate quantity of chip seal on each roadway.

Road name	Approximate Length (Feet)	Average Width (Feet)	Estimated Chip Seal Quantity (Square Yards)
Allyn Road	4,192	21.74	10,128
Bartholomew Hill Rd.	7,963	21.22	18,773
Davidson Rd.	581	18.0	1,162
Flora Road	829	28.0	2,579
Lake Shore Drive	718	20.0	1,596
Park Road	370	16.0	658
Turkey Hollow Lane	1,748	23.0	4,467
Tyler Lake Heights	2,017	21.32	4,779
Tyler Lake Heights Ext.	697	20.51	1,588
		Total:	45,730 Square Yards

Notes:

1. See attached map for location of streets.



K:\Civil3d\15-102.1 Contract Admin. & Construction Observ. Chip Seal 2015\dwg\Street Map.dwg 4/23/2015 2:22 PM

Section 00415

List of Major Subcontractors

The Bidder shall furnish a list of proposed major subcontractors, including contact information and nature of the services that each subcontractor will provide. Major subcontractors are those that will be responsible for completing 10% or more of the construction contract value: If more than three major subcontractors will be used, provide continuation sheets as necessary.

Major Subcontractor No. 1:

Name of Subcontractor: _____

Nature of Subcontracted Services: _____

Contact Name: _____

Contact Title: _____

Contact Telephone No.: _____

Address: _____

_____

Contact e-mail address (if available): _____

Major Subcontractor No. 2:

Name of Subcontractor: _____

Nature of Subcontracted Services: _____

Contact Name: _____

Contact Title: _____

Contact Telephone No.: _____

Address: _____

_____

Contact e-mail address (if available): _____

Major Subcontractor No. 3:

Name of Subcontractor: _____

Nature of Subcontracted Services: _____

Contact Name: _____

Contact Title: _____

Contact Telephone No.: _____

Address: _____

_____

Contact e-mail address (if available): _____

Section 00420

List of Material Suppliers

The Bidder shall furnish a list of all material suppliers that will furnish emulsion and aggregate to the project. If more than three material suppliers will be used, provide continuation sheets as necessary.

Material Supplier No. 1:

Name of Material Supplier: _____

Type of Material Supplied: _____

Contact Name: _____

Contact Title: _____

Contact Telephone No.: _____

Address: _____

_____

Contact e-mail address (if available): _____

Material Supplier No. 2:

Name of Material Supplier: _____

Type of Material Supplied: _____

Contact Name: _____

Contact Title: _____

Contact Telephone No.: _____

Address: _____

_____

Contact e-mail address (if available): _____

Material Supplier No. 3:

Name of Material Supplier: _____

Type of Material Supplied: _____

Contact Name: _____

Contact Title: _____

Contact Telephone No.: _____

Address: _____

_____

Contact e-mail address (if available): _____

Section 00425

Non-Collusion Affidavit

The undersigned certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultations, communication, or agreement with any other bidder or competitor on any matter whosoever for the purpose of restricting competition;

2. Except as may be required by law, prices quoted in this bid have not been knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor, nor will they be so disclosed prior to the opening of bids;

3. No attempt has been made nor will be made by the bidder to induce any other person, partnership, or corporation to submit or to refrain from submitting a bid on this project.

Principal: _____

Firm Name: _____

Mailing Address: _____

_____

_____

Telephone Number: _____

Facsimile Number: _____

Signature: _____

Date: _____

Section 00430

Project References

The Bidder shall list at least three projects completed by the Bidder within the last three years that are of similar scope and nature to the Town of Goshen 2015 Chip Seal Program. The Bidder may provide additional references. Provide the approximate construction quantity and cost along with contact information for at least one reference for each project.

Project Reference No. 1:

Name of Entity: _____

Approx. quantity of chip seal construction (SY): _____

Approximate contract value: _____

Year completed: _____

Reference name: _____

Reference Title: _____

Reference Telephone No.: _____

Reference Address: _____

_____

Reference e-mail address (if available): _____

Project Reference No. 2:

Name of Entity: _____

Approx. quantity of chip seal construction (SY): _____

Approximate contract value: _____

Year completed: _____

Reference name: _____

Reference Title: _____

Reference Telephone No.: _____

Reference Address: _____

_____

Reference e-mail address (if available): _____

Project Reference No. 3:

Name of Entity: _____

Approx. quantity of chip seal construction (SY): _____

Approximate contract value: _____

Year completed: _____

Reference name: _____

Reference Title: _____

Reference Telephone No.: _____

Reference Address: _____

_____

Reference e-mail address (if available): _____

Project Reference No. 4:

Name of Entity: _____

Approx. quantity of chip seal construction (SY): _____

Approximate contract value: _____

Year completed: _____

Reference name: _____

Reference Title: _____

Reference Telephone No.: _____

Reference Address: _____

_____

Reference e-mail address (if available): _____

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Section 00525

Agreement Between Owner and Contractor

THIS AGREEMENT is by and between:

The Town of Goshen (Hereinafter referred to as "Owner")	and	Contractor Name (Hereinafter referred to as "Contractor")
42A North Street Goshen, CT 06756		Address 1 Address 2

Owner and Contractor hereby, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construct chip seal on various roads within the Town of Goshen. The work includes preparatory sweeping, traffic control, construction of chip seal, and final sweeping of loose aggregate.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as the "Town of Goshen 2015 Chip Seal Program".

ARTICLE 3 – ENGINEER

3.01 The Owner may, at its sole discretion, retain the services of an outside engineer (Engineer), to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

The Contract Time shall commence to run on the date so ordered on the Notice to Proceed issued by the Owner. The Work will be substantially completed within 21 calendar days after the date when the Contract Times commence to run, and completed and ready for final payment within 31 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed by duly executed change order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceedings the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $250.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $250.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A plus a liquid asphalt cost adjustment as stipulated in Paragraph 501.B:

A. For Unit Price items, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured by the Owner:

Item No.	Description	Estimated Quantity	Unit	Contract Unit Price	Contract Price
1.	Chip Seal Surface Treatment	45,730	S.Y.	$_____	$_____

Contract Unit Price (in words):

_____ Dollars

Contract Price (in words):

_____ Dollars

B. Liquid Asphalt Cost Adjustment:

The Contract Unit Price shall be adjusted if the asphalt price listed on the Connecticut Department of Transportation website (http://www.ct.gov/dot/asphaltadjustment) varies by more than $5.00 per ton from the Asphalt Base Price to the Asphalt Period Price. The Contract Unit Price shall be adjusted by the Liquid Asphalt Adjustment Amount calculated as follows:

$A = [(P_P – P_B) / (235 \text{ Gal. / Ton of Emulsion})] \times (0.67 \times R_E)$

Where:

A = Liquid Asphalt Adjustment Amount in Dollars per Square Yard

P_P = Asphalt Period Price = Price of asphalt posted on http://www.ct.gov/dot/asphaltadjustment for the first day that emulsion is applied to Town roads under this Agreement

P_B = Asphalt Base Price = Price of asphalt posted on http://www.ct.gov/dot/asphaltadjustment for the date 10 days prior to the bid opening date

R_E = Rate of emulsion application

Note: The foregoing calculation is based on the following assumptions:

1. The volume of one ton of emulsion is approximately 235 gallons
2. There is approximately 0.67 gallons of asphalt in one gallon of emulsion

5.02 The Contract Price set forth as of the Effective Date of the Agreement is based on estimated quantities which are not guaranteed and on a Contract Unit Price which may be subsequently adjusted to reflect market fluctuations in the cost of liquid asphalt. The final Contract Price will be determined by multiplying the actual units or Work completed by Contractor and accepted and measured by Owner by the final Contract Unit Price which may have to be adjusted per the stipulations in paragraph 5.01.B.

5.03 The final Contract Price shall be established by a duly-executed change order upon completion of the work. This Change Order will adjust Contract Quantities from estimated to those completed by Contractor and accepted and measured by Owner. The Change Order may, if necessary, adjust the Contract Unit Price to reflect market fluctuations in the cost of liquid asphalt.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with requirements outlined in the General Conditions. Applications for Payment will indicate the amount then payable to the Contractor. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Payments; Retainage*

A. Upon Final Completion, Owner shall pay the Contractor 100 percent of the Work completed, less 200 percent of Owner's estimate of the value of Work to be completed or corrected as

shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in the General Conditions shall bear interest at the rate of Zero percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on:

(1) The cost, progress, and performance of the Work;

(2) The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and

(3) Contractor's safety precautions and programs.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – ACCOUNTING RECORDS

9.01 Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ___, inclusive).
2. Performance bond (pages _____ to _____, inclusive).
3. Payment bond (pages _____ to _____, inclusive).
4. General Conditions (pages _____ to _____, inclusive).
5. Technical Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of _____
7. Addenda (numbers _____ to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages _____ to _____, inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
   c. Notice of Award (pages ____ to ____, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages _____ to _____, inclusive).
   b. Work Change Directives.
   c. Change Orders.

B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 10.

D. The Contract Documents may only be amended, modified, or supplemented by duly executed change order.

ARTICLE 11 – WARRANTY

11.01 Contractor warrants all work completed under this agreement for a period of one year after the date of final acceptance by Owner. Owner's *Notice of Substantial Completion* will specify the date of final acceptance by Owner and the date of expiration for the Warranty period.

11.02 Contractor warrants the work against visible defects such as streaking, inadequate stone retention, inadequate binder application, lack of proper aggregate embedment depth, bleeding, unsafe ridges, and raveling. Contractor shall perform all warranty work, including, but not limited to traffic control, hauling services, reconstruction of chip seal surface treatment, and final sweeping at no cost to Owner, as long as Owner issues written notification of the defect to Contractor within the warranty period. The timing of warranty work may extend beyond the warranty period if Owners agrees to such extension in writing.

11.03 Upon receipt of Owner's notice of defects and demand for warranty repairs and prior to commencement of any warranty work, Contractor shall submit a proposed repair procedure and schedule for review and concurrence by Owner.

11.04 Spot repairs will not be acceptable to Owner. Warranty work shall include full-width reconstruction of the chip-seal surface treatment unless owner agrees to an alternate plan.

11.05 Contractor's warranty does not apply to chip seal failure resulting from structural problems with the underlying roadway, provided that the structural problems are not the fault of Contractor.

ARTICLE 12 – MISCELLANEOUS

12.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions.

12.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:

1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

12.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

Section 00525

Agreement Between Owner and Contractor

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

NOTE TO USER

The Effective Date of the Agreement and the dates of any Construction Performance Bond (EJCDC C-610) and Construction Payment Bond (EJCDC C-615) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Agreement.

OWNER:

The Town of Goshen

By: _____

Title: First Selectman

Attest: _____

Title: _____

Address for giving notices:

Goshen Town Hall – Office of the First Selectman

42A North Street

Goshen, CT 06756

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Contractor Name

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

_____

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
     1. Surety in accordance with the terms of the Contract; or
     2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
     1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
     2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner’s Representative (*Engineer or other*):

Section 00700
General Conditions

ARTICLE 1 – DEFINITIONS

Whenever the following terms, or pronouns in place of them, are used, the meaning shall be as follows:

1. Additional or Deleted Work: Work which, in the judgment of the Owner, is an addition to or deduction from the work required just prior to such addition or deletion.

2. Architect or Engineer: A person, partnership, corporation or other business organization under contract with the Owner to prepare drawings and specifications, to advise the Owner to prepare drawings and specifications, to advise the Owner and, in certain cases, to perform inspections during construction.

3. Bid or Proposal: The complete and signed proposal to do the work indicated in the bidding documents for the stipulated sum set forth in the Bid and submitted in accordance with the bidding documents.

4. Bidder: A person, partnership, corporation or other business organization submitting a bid.

5. Contract Documents: The Invitation to Bid, Instructions to Bidders, Permits (if any), Bid Form, Schedule of Values, Contract Agreement, Contract Bonds, General Conditions, Wage Requirements (if any), Supplementary General Conditions, Insurance Certificates, Contract Drawings, Specifications, and Addenda.

6. Contractor: A party or parties contracting directly with the Owner to perform the work covered by the Contract Documents.

7. Equal: A material or item which, in the opinion of the Owner, is substantially the same as a specified material or item.

8. Owner: The person, partnership, corporation, municipality, or other business organization seeking the bid.

9. Calendar Day: Each day of the week

10. Contract Drawings: The Contract Drawings prepared for a specific Project.

11. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other documents which illustrate and define a particular item or material to be used in the work.

12. Specifications: The description and other requirements pertaining to the materials, methods and manner of performing the work.

13. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for the work under agreement with the Contractor.

14. Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

15. Substitution: A replacement for a specified material or item which may or may not become the subject of a Change Order.

16. Supplementary General Conditions: Changes or additions to the General Conditions.

17. Work: The plant, labor, materials, services, supplies, equipment and other facilities and items comprising the whole of the Contract.

ARTICLE 2 – BONDS AND INSURANCE

2.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of these General Conditions, Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of these General Conditions.

2.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided below.

2.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, certificates of insurance which Contractor is required to purchase and maintain.

B. Contractor shall furnish certificate(s) of insurance to Owner. Contractor shall not mobilize labor forces or equipment to the site or commence any work whatsoever until Owner is fully satisfied with the scope and content of the certificate(s) of insurance. Contractor's certificate of insurance shall conform to the example enclosed in Exhibit A at the rear of this section.

C. The Contractor's certificate of insurance shall contain the following language as depicted in the example attached to these General Conditions as Exhibit A: "*Town of Goshen, its agents, employees, elected officials, and volunteers as additional insured for general liability. Contractor and its general liability insurer waive all rights of subrogation against the Town of Goshen arising from work on the following project: Town of Goshen – 2014 Chip Seal Program*.

D. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

E. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

F. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

2.04 *Contractor's Insurance*

A. Contractor shall carry insurance coverage of the types and limits as stipulated in Exhibit A (attached to these General Conditions) with an insurance company or companies licensed in the State of Connecticut as and approved by Owner. The insurance company or companies must have at least an A rating by A.M. Best Company. All policies shall provide a <u>30-day notice of cancellation</u> as well as a <u>10-day notice of any material changes</u> in the policies to the Office of the First Selectman of the Town of Goshen.

ARTICLE 3 – WARRANTY

3.01 The terms of the warranty are described in the agreement between Owner and Contractor.

ARTICLE 4 – HOLD HARMLESS AGREEMENT

4.01 The Contractor agrees that it will indemnify and hold harmless the Owner and its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law, unless and to the extent caused by the Owner's negligence or its willful acts."

ARTICLE 5 – CONNECTICUT'S PREVAILING WAGE LAW PROVISIONS

5.01 *General Wage Information*

The Contractor must comply with Connecticut's Prevailing Wage Law provisions.

5.02 *Connecticut's Prevailing Wage Law Provisions*

If applicable, the Contractor must be in full compliance with Connecticut's General Statutes 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 of Connecticut General Statutes, Section 31-53(g) provides monetary thresholds which must be met before the law is applicable. The Contractor should familiarize him or herself with all the aspects of the provisions under state law in order to ensure full compliance.

5.03 *Wage Decision*

The Wage Decision for this project is enclosed in Exhibit B at the rear of this Section.

ARTICLE 6 – SALES AND USE TAXES

6.01 Owner is exempt from Connecticut state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 7 – LIQUIDATED DAMAGES

7.01 The liquidated damages clause provided in the Agreement will be assessed for each calendar day beyond the day given for completion of the contract. The Owner may, at its discretion, waive late charges, or any portion thereof.

7.02 Should the Contractor default in the performance of any of the terms of this contract, the Owner shall be entitled to pursue all remedies provided by law, and the Contractor shall be responsible to the Owner for all resulting costs, damages and expenses, including reasonable attorneys fees and court costs or arbitration and mediation costs, if applicable.

ARTICLE 8 – PRE-CONSTRUCTION CONFERENCE

8.01 Owner will organize a preconstruction conference and notify the parties concerned. Contractor is required to attend this conference at no additional cost to the project.

ARTICLE 9 – SHOP DRAWINGS AND SUBMITTALS

9.01 The Contractor shall furnish to the Owner all shop drawings, product literature, material, test reports, etc. as required by the Contract Documents. Any cost born by the Contractor in preparing submittals shall be included in the Base Bid Price. Each submittal shall be numbered consecutively and shall be accompanied by a transmittal letter identifying the submittal.

9.02 The submittals shall be sent to Owner. Owner shall review and return the submittal to Contractor within ten calendar days. Contractor shall consider this review time and time required for possible revisions and re-submittals in his schedule.

9.03 Contractor shall submit sufficient quantities for his needs plus two copies to be retained by Owner.

9.04 Owner's approval of any shop drawing shall not release Contractor from compliance with the Contract Documents.

ARTICLE 10 – CORRELLATION OF CONTRACT DOUMENTS

10.01 The documents comprising the Contract Documents are complimentary, and what is called for by any one shall be binding as if called for by all. Where discrepancies or conflicts occur:

A. Amendments and addenda take precedence over the specifications.

B. The specifications take precedence over the plans.

C. Stated dimensions take precedence over scaled dimensions.

D. Large scale detail drawings take precedence over small-scale drawings.

E. Schedules take precedence over other data on the plans.

10.02 Neither party to the contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. Any error or discrepancy discovered shall be given immediately in writing to the Owner, who shall make corrections and interpretations as he deems necessary.

ARTICLE 11 – CONTRACTOR'S USE OF PREMISES

11.01 Contractor shall confine his operations, including storage of apparatus, equipment and materials to municipal highway corridors in areas authorized by Owner.

11.02 Parking for Contractor's employees will be limited to an area (or areas) designated by Owner. The Contractor may be required to provide identification stickers for employees' cars.

11.03 Owner will allow Contractor to use excess space at the Goshen Fire House for Contractor's temporary construction facilities, construction equipment, or storage of materials and equipment.

ARTICLE 12 – LEGAL REQUIREMENTS

12.01 All requirements of the law are deemed inserted in this Contract and are as fully a part thereof as if actually inserted in the Contract Documents. In particular, Contractor's attention is drawn to permit requirements of State or Town governments, safety regulations, labor and wage-rate laws, and State statutes relative to preference to State citizens.

ARTICLE 13 – ERRORS AND OMMISSIONS

13.01 If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions on the Contract Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Owner, in writing, and the Owner shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

13.02 The fact that specific mention of any part of the work is omitted in the specifications, whether intentionally or otherwise, when the same is clearly indicated on the drawings, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for compensation, but the said work shall be installed or done the same as if called for both by the drawings and by the specifications.

13.03 All work indicated on the drawings and not mentioned in the specifications, or vice versa, and all work and material usual and necessary to make the work complete in all it parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for both by the drawings and by the specifications.

ARTICLE 14 – TEMPORARY SANITARY FACILITIES

14.01 Contractor shall provide, where directed, chemical toilets with toilet tissue, plus wash basins with water, soap and paper towels. Contractor shall maintain the facilities in a sanitary condition.

14.02 If women are employed in the work, provide separate, designated facilities for them of the same kind. Provide an adequate number of each kind of facility for each gender.

ARTICLE 15 – COMMENCEMENT AND COMPLETION OF THE WORK

15.01 The work shall be started upon the date given in a written Notice to Proceed issued by Owner. Contractor shall complete all work within the time limit stated in the Contract Agreement.

15.02 Should Contractor be delayed in the execution of the contract by acts of God such as fire or flood or other causes, the Contractor may submit a request for extension of contract time. To receive consideration, claims shall be filed in writing, with a full statement of the reasons thereof, within seven days of the occurrence of the delay.

ARTICLE 16 – WORK OF SEPARATE CONTRACTS

16.01 Owner reserves the right to perform work in connection with the project with its own forces or with other contractors. In such cases, Contractor shall afford Owner or other contractors reasonable opportunity for storage of materials and equipment and for the installation of their work.

16.02 Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, the decision of Owner shall be complied with by all contractors involved.

16.03 Contractor shall assume liability, financial or otherwise, in connection with this contract and shall protect and save harmless Owner from any and all damages or claims that may arise because of inconvenience or delay which he may cause other contractors.

ARTICLE 17 – COORDINATION

17.01 Contractor is responsible for and shall direct the activities of his subcontractors. The subcontractors shall cooperate with one another and with other contractors working on the site. Each subcontractor shall furnish necessary information to other subcontractors and shall lay out and install his work so as to avoid delays or interferences with the work of another. The cost for changes, cutting and/or repairing made necessary by failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect.

ARTICLE 18 – PROGRESS SCHEDULE

18.01 After signing the contract, Contractor shall promptly prepare and submit, for examination by Owner, a progress schedule. Contractor shall revise and resubmit the progress schedule if scheduled-event times change during the life of the Agreement.

ARTICLE 19 – CHANGE ORDERS

19.01 A change order is a written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the contract documents. The written order may result in an adjustment in the contract price or contract time.

19.02 Owner may issue a change order at any time without invalidating the contract and without notice to the sureties.

19.03 A change order is not valid unless it is signed by Owner.

19.04 A change in the contract time resulting from a change in the work will be determined by mutual agreement of Owner and Contractor.

19.05 A change in the contract price resulting from a change order will be determined by one or more of the following methods, in the order of precedence listed below:

A. By unit prices stated in the Contract Documents

B. By lump sum agreed upon by Owner and Contractor

C. On a time and materials basis, plus profit not to exceed 15% for the Prime Contractor and 5% for each subcontractor

19.06 Changes made in the Contract (whether such changes increase or decrease the work, the contract price, and/or the contract time) shall in no way annul, release, or limit the liability and surety on the bonds given by the Contractor.

19.07 In the event a change order results in an increase in the contract price, the Contractor's Performance Bond and Labor and Materials Payment Bond shall be proportionally increased. The Contractor shall within two weeks of the issuance of the change order provide written evidence to this effect.

ARTICLE 20 – CLAIMS FOR EXTRA COSTS

20.01 If Contractor claims that any instructions by drawings or other media issued after the date of the contract involve extra cost, he shall give the owner written notice prior to executing the work involved in the claim.

20.02 Written notice of the claim shall be filed with Owner within seven days of the occurrence of the event. The notice shall include the reasons for and the amount of the claim.

20.03 Except in a situation involving an emergency endangering life or property, Contractor shall not proceed with the work unless and until Owner issues a change order for the extra cost.

ARTICLE 21 – SUPERVISION

21.01 Contractor shall supervise and direct the work. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will employ and maintain on the site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor

shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

ARTICLE 22 – EQUALS AND SUBSTITUTIONS

22.01 Equipment, materials and articles incorporated in the work are to be new unless specified otherwise. Where a particular brand is specified, it shall be regarded as the standard. Where two or more brands are specified, they shall be regarded as equals.

22.02 If Contractor wishes to substitute a material, or piece of equipment for what is specified, he shall offer the substitution(s) to Owner in writing. Contractor shall support each proposed substitution with specification data (and color samples, if applicable) to permit comparison with the specified item. Contractor shall route the substitution list through the project's architect/engineer.

22.03 No time extension will be allowed to consider any substitute. No time extension will be allowed, nor shall any responsibility be assumed by Owner when Contractor submits a request for a change whether such request is granted or denied.

22.04 No materials or supplies shall be purchased subject to a chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. Contractor warrants that he has a good title to all materials and supplies used in the work.

ARTICLE 23 – INSPECTIONS AND TESTS

23.01 All material and workmanship is subject to inspection, examination and test by the Owner at any time during manufacture and/or construction and at any place where manufacture and/or construction is done. Required laboratory tests will be paid for by Owner except when the test shows the work to be defective in which case Contractor shall pay for the initial test and for any subsequent tests. Notice of the time of tests to be made at the site shall be given to all interested parties.

23.02 Without additional charge, Contractor shall promptly furnish facilities, labor and materials necessary to make tests. Tests shall be as directed or referenced in the specifications.

23.03 If, before final acceptance of the work, Owner considers it necessary or advisable to examine any portion of work, Contractor shall furnish facilities, labor and materials for the examination. If the work is found to be defective or if any work has been covered without the approval or consent of Owner (whether or not it is found to be defective), Contractor shall be liable for testing costs and the costs of correction, including labor, material, services of consultants, additional supervision and administrative costs.

23.04 Inspectors employed by Owner are authorized to inspect all work done and materials furnished. In case of any dispute arising between Contractor and the Construction Inspector, the Inspector has the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, or enlarge, any requirements of the specifications, or to approve or accept any portion of the work, or to issue

instructions contrary to the plans and specifications. The Inspector shall in no case act as Foreman or perform other duties for Contractor, or interfere with the management of the work by Contractor.

ARTICLE 24 – ROYALTIES AND PATENTS

24.01 If Contractor wants to use any design, device, material or process covered by letters patent or copyright, he shall provide suitable legal agreement with the patentee or owner.

24.02 Contractor shall indemnify and save harmless the Owner for any costs, expenses and damages it may be obliged to pay by reason of infringement of patent at any time during or after completion of the work.

ARTICLE 25 – SURVEYS, PERMITS, AND REGULATIONS

25.01 Unless otherwise provided for, Contractor will furnish surveys necessary for the prosecution of the work. Contractor shall procure and pay for permits and licenses necessary for the prosecution of his work and the use of the completed work.

25.02 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations relating to the performance of the work.

ARTICLE 26 – PROTECTION OF WORK, PROPERTY AND ACCIDENT PROTECTION

26.01 Contractor shall:

A. Take charge and care of the Work from the date Contact Time commences to run until all work is completed, made ready for final payment, and accepted (in writing) by the Owner.

B. Take every necessary precaution against injury or damage to the Work or any part thereof by the action of the elements or from any other cause whatever, whether arising from execution or from non-execution of the work.

C. Rebuild, repair, restore, and make good, at the Contractor's expense, all injuries or damages to, or any impairment of, any portion of the Work which results from any of the above causes before completion and final acceptance of the Work.

D. Continuously and adequately protect the work against damage from any cause and will protect materials and supplies furnished by him or his subcontractors, whether or not incorporated in the work, and will make good any damage unless it is directly due to errors in the Contract Documents or is caused by agents or employees of the Owner.

E. To the extent required by law, public authority, or as necessary to safeguard the health and welfare of the public, provide and maintain passageways, guard fences, lights, barricades and other related facilities.

F. Comply with applicable provisions of Federal, State, and municipal safety laws and building codes to prevent accidents or injury to persons on or adjacent to the work site. The Contractor shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident Prevention in Construction", the standards of the Connecticut Labor Department and OSHA.

G. Provide and maintain safeguards for the protection of workmen and the public and shall post danger signs warning against hazards such as protruding nails, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials.

H. Designate a responsible member of his organization whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the Owner.

ARTICLE 27 – TEMPORARY UTILITIES

27.01 Unless otherwise provided for, Contractor shall arrange for and pay the cost of temporary light, heat, electric power, telephone, and water required for the completion of the work.

ARTICLE 28 – CORRECTION OF WORK BEFORE FINAL PAYMENT

28.01 Contractor shall, without expense to Owner, promptly remove materials condemned by Owner as failing to conform to the Contract Documents, whether incorporated in the work or not.

28.02 Contractor shall, without expense to Owner, promptly replace non-conforming materials with those conforming to the Contract Documents and shall bear the expense of making good the work of other contractors or subcontractor destroyed or damaged by such removal and replacements.

28.03 If Contractor, after receipt of notice from Owner, fails to remove condemned materials within the time fixed in the notice, Owner may remove and store such materials at the expense of Contractor.

28.04 Owner's removals will not affect the obligation of Contractor to replace and re-execute the work and to bear the expenses referred to above. If Owner deems it inexpedient or undesirable to correct any noncompliance portion of the work or work not done in accordance with the Contract Documents, the Contractor's compensation will be reduced by the amount Owner decides is equitable.

ARTICLE 29 – CORRECTION OF WORK AFTER FINAL PAYMENT

29.01 Final payment to Contractor shall not relieve him of responsibility for defects in material or workmanship.

29.02 Contractor shall remedy any defective work appearing within one year from the date of substantial completion or for longer periods where dictated by warranty terms greater than one year and shall pay for any damage to other work or materials caused by the defective work or its correction.

ARTICLE 30 – CUTTING, FITTING, PATCHING, AND DIGGING

30.01 Contractor shall, and shall require each of his subcontractors to, cut, fit or patch the work to make the several parts join in a manner satisfactory to the Owner and in accordance with the Contract Documents.

30.02 The primary responsibility for defective or ill-timed work shall be Contractor's but this shall not relieve the subcontractor who performed the work of his responsibility. Except with the consent of Owner, Contractor will not, nor permit any of his subcontractors to, cut or alter the work of any other contractor or subcontractor.

ARTICLE 31 – CLEANING

31.01 Contractor shall keep work zones free from accumulations of waste materials or rubbish.

31.02 At the completion of the work or at the beginning of an extended shut-down of the Work, Contractor shall remove rubbish from and about the site and all temporary structures, tools, scaffolding, surplus materials, supplies and equipment to the satisfaction of Owner. In case of dispute as to removal responsibility, Owner may remove the rubbish, etc., and charge Contractor for such removal.

31.03 Owner may withhold project acceptance if the site is not cleaned to Owner's satisfaction.

ARTICLE 32 – AUTHORITY OF THE OWNER

32.01 Contractor shall abide by the orders, directions, and requirements of Owner.

32.02 Owner will determine the quantity, quality, acceptability and fitness of the work and will, when necessary, interpret the Contract Documents and answer questions concerning the work.

32.03 Contractor shall not use plant, equipment, materials, methods, or men to which Owner objects and shall not remove plant, materials, equipment, or other facilities without the permission of Owner. Owner will confirm any oral order, direction, requirement, or determination in writing.

32.04 During the progress of the work, Contractor shall provide a competent representative and any necessary assistants on site that are satisfactory to Owner.

ARTICLE 33 – STATEMENTS OF AMOUNTS DUE

33.01 Regarding any request for payment, Owner reserves the right to require Contractor and subcontractors to submit a written, verified statement, in form satisfactory to Owner, showing amounts then due and unpaid by Contractor and subcontractors for wages to persons employed by them or for materials, equipment or supplies delivered to them.

ARTICLE 34 – OWNER'S RIGHT TO WITHHOLD PAYMENTS

34.01 Owner may withhold a portion of any payment due Contractor as may, in the judgment of the Owner, be necessary:

A. To assure payment of just claims then due to any persons supplying labor or materials for the work.

B. To protect Owner from loss due to defective work or materials not remedied.

C. To protect Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others caused by the act or neglect of Contractor or any of his subcontractors.

34.02 Owner retains the right to apply any amount he deems proper to satisfy claims or to secure such protection. The application of such moneys shall be deemed payments to the account of Contractor.

ARTICLE 35 – OWNER'S RIGHT TO STOP WORK AND TERMINATE CONTRACT

35.01 Owner may, by written notice to Contractor, stop the work or terminate the contract and take possession of and complete the work. Owner has the right to stop work or terminate the contract if:

A. Contractor is adjudged as bankrupt or makes an assignment for the benefit of creditors.

B. A receiver or liquidator is appointed for Contractor or for any of his property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days.

C. Contractor refuses or fails, after warning from Owner, to supply enough properly skilled workmen or proper materials.

D. Contractor refuses or fails to prosecute the work or any part thereof to insure its completion within the period specified (or any duly authorized extension thereof) or fails to complete the work within said period.

E. Contractor fails to make prompt payment to persons supplying labor or materials for the work.

F. Contractor fails or refuses to obey laws, ordinances or the instructions of Owner or is otherwise guilty of substantial violation of any provisions of this contract.

35.02 Contractor shall, in the event of contract termination, not be entitled to receive any further payment due him until the work is finished. The expenses to Owner resulting from completion of the work shall be deducted from any monies due the Contractor. Owner shall not be held to obtain the lowest figures for the work of completing the Contract.

35.03 If the contract is terminated, Owner may take possession of and use materials, appliances, supplies, plant and equipment on the site to complete the work.

35.04 Owner shall also have the right to terminate the contract for its convenience. In the event of such termination, Contractor shall be entitled to reasonable compensation as determined by the Owner.

ARTICLE 36 – SUBLETTING OR ASSIGNING CONTRACT

36.01 The contract or any portion thereof or the work provided for therein or the right, title, or interest of Contractor therein may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, partnership, corporation or other business organization without the written consent of Owner.

ARTICLE 37 – FOREIGN MATERIALS

37.01 Contractor shall give preference to articles or materials manufactured or produced in the United States, conditions of quality and price with duty being equal.

ARTICLE 38 – STORAGE OF EQUIPMENT NOT IN CONTRACT

38.01 It is the responsibility of Contractor to provide storage for equipment not in the contract and for equipment purchased by Owner for the project if the equipment is delivered to the site when scheduled but cannot be installed because progress is behind schedule.

38.02 If adequate storage space cannot be provided on site, Owner will arrange for off-site storage and delivery to the site when the project is ready to receive the equipment. Owner will back charge the Contractor for all expenses incurred.

38.03 In either event, Contractor shall assume full responsibility for the equipment until it can be installed.

ARTICLE 39 – ARCHEOLOGICAL FINDS

39.01 During the life of this Contract, Contractor is herewith required to immediately notify the following organizations in the event that any articles, such as "charcoal", "bone", "shell", "cultural objects-fire cracked stones or stone flaking material", or any other such related items of historical significance are discovered:

A. The Owner

B. The local historical society

C. Connecticut Historical Commissioner

D. Engineer or Inspector

ARTICLE 40 – DISPUTE RESOLUTION

40.01 In the event of a dispute arising out of or relating to this Agreement or the work to be rendered hereunder, the Owner and Contractor agree to attempt to resolve such disputes in the following manner:

A. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

B. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

C. Third, if the dispute or any related issues remain unresolved after the parties complete the foregoing steps, the parties shall be left to their remedies at law.

EXHIBIT A

Example Certificate of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/30/2008

PRODUCER

Name, address and phone number of contractor's insurance agent

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Name and address of contractor

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Carrier Name(Bests rating	
INSURER B: "A" "VII" or better	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	x	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Policy Number	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Policy Number	xx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO	Policy Number	xx/xx/xxxx	xx/xx/xxxx	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		**EXCESS/UMBRELLA LIABILITY** X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	Policy Number	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy Number	xx/xx/xxxx	xx/xx/xxxx	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Town of Goshen, its agents, employees, elected officials and volunteers as additional insured for general liability. Contractor and its general liability insurer waive all rights of subrogation against the Town of Goshen arising from work on the following project:
(insert either address of specific work site or "all permit work in the town"

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT B

Connecticut Department of Labor

Wage Decision

Project: 2015 Chip Seal Project

Minimum Rates and Classifications
for Heavy/Highway Construction

ID#: **H** 20586

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number:

Project Town: Goshen

FAP Number:

State Number:

Project: 2015 Chip Seal Project

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	28.34
2) Carpenters, Piledrivermen	31.00	22.50

As of: Thursday, April 30, 2015

Project: 2015 Chip Seal Project

2a) Diver Tenders	31.00	22.50
3) Divers	39.46	22.50
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	45.10	18.55
4a) Painters: Brush and Roller	31.02	18.55
4d) Painters: Blast and Spray	34.02	18.55
4e) Painters: Tanks, Tower and Swing	33.02	18.55
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)	37.27	22.25 + 3% of gross wage

As of: Thursday, April 30, 2015

Project: 2015 Chip Seal Project

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	34.47	29.74 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	40.31	26.82
----LABORERS---- -		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	27.85	18.30
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	28.10	18.30
10) Group 3: Pipelayers	28.35	18.30
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	28.35	18.30

As of: Thursday, April 30, 2015

12) Group 5: Toxic waste removal (non-mechanical systems)	29.85	18.30
13) Group 6: Blasters	29.60	18.30
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	28.85	18.30
Group 8: Traffic control signalmen	16.00	18.30
Group 9: Hydraulic Drills	28.60	18.30

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	18.30 + a

Project: 2015 Chip Seal Project

13b) Brakemen, Trackmen	31.28	18.30 + a

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

14) Concrete Workers, Form Movers, and Strippers	31.28	18.30 + a
15) Form Erectors	31.60	18.30 + a

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

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

Project: 2015 Chip Seal Project

18) Miners	32.22	18.30 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	38.53	18.30 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.30 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	18.30 + a
21) Mucking Machine Operator	39.11	18.30 + a
----TRUCK DRIVERS----(*see note below)		

As of: Thursday, April 30, 2015

Two axle trucks	28.58	20.24 + a
Three axle trucks; two axle ready mix	28.68	20.24 + a
Three axle ready mix	28.73	20.24 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	28.78	20.24 + a
Four axle ready-mix	28.83	20.24 + a
Heavy duty trailer (40 tons and over)	29.03	20.24 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.83	20.24 + a

Project: 2015 Chip Seal Project

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	37.55	23.05 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver ($3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	37.23	23.05 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	36.49	23.05 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	36.10	23.05 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	35.51	23.05 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	35.51	23.05 + a

As of: Thursday, April 30, 2015

Project: 2015 Chip Seal Project

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	35.20	23.05 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	34.86	23.05 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	34.46	23.05 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	34.03	23.05 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	31.99	23.05 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	31.99	23.05 + a
Group 12: Wellpoint Operator.	31.93	23.05 + a

As of: Thursday, April 30, 2015

Project: 2015 Chip Seal Project

Group 13: Compressor Battery Operator.	31.35	23.05 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	30.21	23.05 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	29.80	23.05 + a
Group 16: Maintenance Engineer/Oiler	29.15	23.05 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	33.46	23.05 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	31.04	23.05 + a

**NOTE: SEE BELOW

As of: Thursday, April 30, 2015

Project: 2015 Chip Seal Project

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

20) Lineman, Cable Splicer, Technician	45.43	6.25%+19.20
21) Heavy Equipment Operator	40.89	6.25%+17.18
22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25%+16.68
23) Driver Groundmen	24.99	6.25%+10.87
23a) Truck Driver	34.07	6.25%+15.41

----LINE CONSTRUCTION----

As of: Thursday, April 30, 2015

Project: 2015 Chip Seal Project

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	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

As of: Thursday, April 30, 2015

Project: 2015 Chip Seal Project

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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

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

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

As of: Thursday, April 30, 2015

Project: 2015 Chip Seal Project

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

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

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

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

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

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

As of: Thursday, April 30, 2015

Opportunity ★ Guidance ★ Support

CONNECTICUT DEPARTMENT OF LABOR

THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

(3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least $100,000;

(4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

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

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

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

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

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

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

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

STATUTE 31-55a

print Statute 31-55a (PDF, 383KB)

- 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.

Workplace Laws

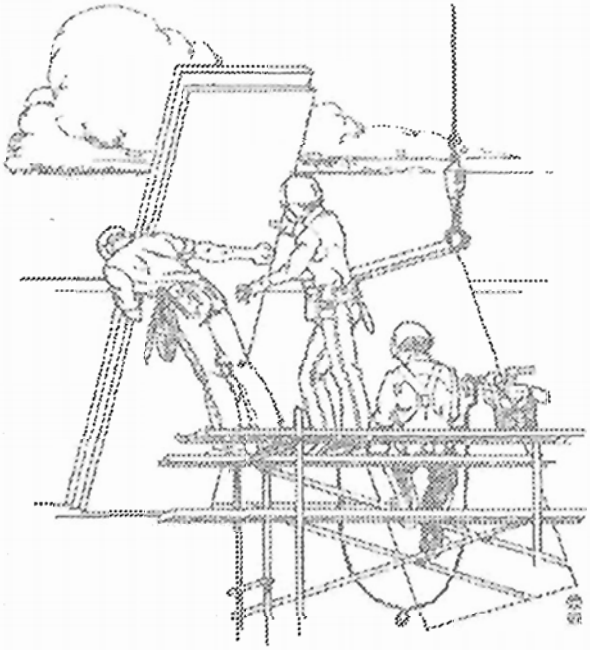
Rev. 12/28/98

TO ALL CONTRACTING AGENCIES

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

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

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



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

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

consists 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
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

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

do hereby certify that the _____
Company Name

_____
Street

_____
City

and all of its subcontractors will pay all workers on the

_____
Project Name and Number

_____
Street and City

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

_____
Signed

Subscribed and sworn to before me this _____ day of _____,2007.

_____
Notary Public

☞ Return to:

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

Date issued:

[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

WEEKLY PAYROLL

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 / Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S	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 FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				HOURS WORKED EACH DAY																
												$ 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

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability_____

2) Pension or retirement _____ 5) Vacation, holiday_____

3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____of _____, (hereafter known as

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

Section A:

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

a) The records submitted are true and accurate;

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

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

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

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

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

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

_____	_____	_____
(Signature)	(Title)	Submitted on (Date)

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

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 Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S	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 FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				HOURS WORKED EACH DAY																
												$ 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. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							

*IF REQUIRED

12/9/2013
WWS-CP2

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

Employee Complaint Forms
Employer Forms
Laws/Legislation
Manuals and Publications
Compliance Assistance
Prevailing Wages
Standard Wage Rates
Workplace Standards
Employment of Minors
FMLA
Joint Enforcement Commission For Worker Misclassification (JEC)
Stop Work Orders
Reports of Activities
FAQs
Newsroom
Contact Us

OCCUPATIONAL CLASSIFICATION BULLETIN

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

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

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

- **ASBESTOS WORKERS**
  - Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
- **ASBESTOS INSULATOR**
  - Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.
- **BOILERMAKERS**
  - Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.
- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**
  - Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.
- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**
  - Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.
- **CLEANING LABORER**
  - The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification.*
- **DELIVERY PERSONNEL**
  - If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment

operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**
  - Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**
- **ELEVATOR CONSTRUCTORS**
  - Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**
- **FORK LIFT OPERATOR**
  - Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
  - Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.
- **GLAZIERS**
  - Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.
- **IRONWORKERS**
  - Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.
- **INSULATOR**
  - Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.
- **LABORERS**
  - Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.
- **PAINTERS**
  - Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.
- **LEAD PAINT REMOVAL**
  - Painter's Rate
    1. Removal of lead paint from bridges.
    2. Removal of lead paint as preparation of any surface to be repainted.
    3. Where removal is on a Demolition project prior to reconstruction.
  - Laborer's Rate
    1. Removal of lead paint from any surface NOT to be repainted.
    2. Where removal is on a *TOTAL* Demolition project only.
- **PLUMBERS AND PIPEFITTERS**
  - Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**
  - ates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**
- **ROOFERS**
  - Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)
- **SHEETMETAL WORKERS**
  - Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.
- **SPRINKLER FITTERS**
  - Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.**
- **TILE MARBLE AND TERRAZZO FINISHERS**
  - Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.
- **TRUCK DRIVERS**
  - **Definitions:**
    - 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contact or project;
      - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
      - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
    - 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
    - 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
    - 4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.
  - **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**
    - Truck drivers **are covered** for payroll purposes under the following conditions:
      - Truck Drivers for time spent working on the site of the work.
      - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
      - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.

- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

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

- Truck Drivers **are not** covered in the following instances:
  - Material delivery truck drivers while off "the site of the work"
  - Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
  - Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

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

For example:

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

Any questions regarding the proper classification should be directed to:

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

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000
Home | CT.gov Home | Send Feedback<%end if%><%if cbool (request.Cookies(Application("HOME_NAME"))("AA"))=true and request.Cookies(Application("HOME_NAME"))("CA")<>"CF83CBC7" then call Session_WriteString(" | Admin") end if%>
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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.

Section 02742
CHIP SEAL SURFACE TREATMENT

PART 1 – GENERAL

1.01 Scope of Work

A. Contractor shall provide all plant, materials, supplies, power, machinery, hauling services, equipment, tools, superintendence, labor, overhead, profit, insurance, bonds, permits, submittals, design services, and other services and accessories required to complete the work of this Section, which involves design and construction of chip-seal surface treatment project for municipal highways. Contractor shall guarantee the work for one year after final acceptance of the completed work.

B. To complete the work of this Section, the Contractor shall:

1. Design the chip seal surface treatment using emulsion and aggregate specified by Owner.
2. Immediately in advance of chip seal placement, perform touch-up sweeping, on an as-needed basis, to supplement primary sweeping provided by the Owner.
3. Furnish, install, maintain, and relocate traffic control signs as necessary during the course of the work.
4. Provide traffic control services during all sweeping and chip-seal construction operations.
5. Haul aggregate and emulsion to the work sites.
6. Furnish and apply chip seal surface treatment.
7. Furnish, install, and maintain "Loose Stone – 15 MPH" signs at locations required in the specification.
8. Sweep loose aggregate from chip-sealed roadways.
9. Return excess aggregate swept from chip-sealed roadways to a location designated by Owner.

1.02 Related Documents

A. The publications listed below form a part of this specification to the extent referenced. These publications are referred to in the text by the basic designation only.

Basic Designation	Document
ConnDOT Form 816	State of Connecticut Department of Transportation – Standard Specifications for Roads, Bridges, and Incidental Construction, Form 816, 2004, including all latest revisions and addenda.

1.03 Submittals

A. Shop Drawings:

1. Not Applicable

B. Product Data:

Procure and submit product data to Owner for the following items:

1. Material certification for emulsion, confirming manufacturer and compliance of emulsion with this specification.

C. Samples:

1. N/A

D. Chip Seal Surface Treatment Design Specification:

1. At least one week prior to commencement of construction, prepare and submit a chip seal surface treatment design specification to Owner for review. Contractor shall base the chip seal design on the emulsion and stone chip as specified herein, unless contractor verifies that the specified emulsion and stone chip are incompatible. The application rates of emulsion and stone chip and the construction means and methods shall be as specified by Contractor, based on industry best practices.

E. Traffic Control Plan

1. At least one week prior to commencement of construction, prepare and submit a traffic control plan to Owner for approval.
2. The Traffic Control Plan may be a written narrative, sketch, or a combination of the two. Owner expects that the scope of the Traffic Control Plan will be commensurate with the traffic volumes on each road in the Contract.
3. Refer to Part 3 of this Specification for specific requirements of the traffic control plan.

F. Product Test Data

Submit product test data to Owner for the following items. All tests shall be conducted by a qualified material testing laboratory and sealed by a licensed professional engineer in the State of Connecticut.

1. Sieve analysis of stone chip
2. L.A. Abrasion Test on stone chip
3. Flakiness Index Test on stone chip

G. Contractor Permits

1. If one or more of the roads in the Contract intersects with a State highway, Contractor shall contact the Connecticut Department of Transportation District 4 office in Thomaston, CT to determine whether an Encroachment Permit will be required for Contractor activities at the intersection(s). If an Encroachment Permit is required, Contractor to apply for, pay for, and obtain said Encroachment Permit (including any required bonds and insurance) at no additional cost to the Owner.

H. Construction -Related Submittals

1. Contractor shall furnish the following information to Owner during construction:

Submittal Item	Submission Schedule
Liquid asphalt delivery slips	Daily during application
Stone chip delivery slips	Daily during application
Total gallons of applied liquid asphalt	Daily and by street completed
Total tons of stone chip applied	Daily and by street completed

1.04 Project Conditions

Contractor shall be entirely responsible for deciding whether conditions are appropriate for placement of chip seal surface treatment. In general, Owner expects that Contractor will employ industry best practices when making this decision. Owner's understanding of best practices includes the following:

A. Construction of chip seal surface treatment should be limited to the period between May 1 and September 15 in each calendar year.

B. Place chip seal only when ambient temperature is 50° F (16° C) or above in the shade and less than or equal to 95° F (35° C).

C. Place chip seal only when pavement surface temperature is greater than 70° F (21° C) and less than or equal to 140° F (60° C).

D. Place chip seal surface treatment on dry or slightly damp pavement only. Do not place chip seal surface treatment during foggy or rainy conditions or at any other time when pavement is wet.

E. Place chip seal surface treatment only during daylight hours.

F. Place chip seal surface treatment only when the prevailing and forecast weather conditions will allow for proper curing.

G. Do not place chip seal surface treatment if ambient temperatures are forecast to drop below 50° F (10° C) within 24 hours after placement of chip seal is completed.

1.05 Sequencing

A. Contractor and Owner shall review any special sequencing desired by Contractor or required by Owner in advance of the commencement of work.

PART 2 – PRODUCTS

2.01 Chip Seal Surface Treatment

A. Stone Chips

1. Stone chips shall be a hard, durable, crushed, quarry-run 1/4-inch nominal trap rock, consisting of the angular fragments obtained by breaking and crushing solid or shattered natural trap rock. Other types of stone will be allowed if Contractor demonstrates through current laboratory test results that the stone meets the requirements of this specification relating to gradation, hardness, flakiness, and compatibility with the selected emulsion. The stone chips shall be free from a detrimental quantity of thin, flat, or other objectionable pieces. Stone chips shall meet the following gradation requirements:

1/4-inch Nominal Stone Chip Gradation		
Sieve Size		
(mm)	(Inches)	Percent Passing By Mass
12.5	½	100
9.5	3/8	100
6.3	¼	70 - 90
4.75	# 4	0 - 10
3.36	# 8	0 - 5
0.075	# 200	0 - 1

2. Stone chips shall be sufficiently clean and porous to allow adequate absorption of emulsion particles.
3. Stone chips shall be washed prior to delivery to the site and shall be free of dust, dirt, soft stone, or other contaminants.
4. Stone chips should be slightly damp at the time of application.
5. A minimum of 75% of stone chips shall have at least two fractured faces.
6. Stone chips shall satisfy a 35% maximum for the L.A. Abrasion Test.
7. Stone chips shall satisfy a 30% maximum for the Flakiness Index Test.
8. Contractor shall be responsible for verifying and ensuring compatibility between stone chips and emulsified asphalt specified above.

B. Emulsified Asphalt Binder

1. Asphalt Emulsion:

   Emulsion shall be M 316 CRS-2L polymer-modified cationic emulsified asphalt.

2. Polymer Additive:

   The polymer latex additive shall be BASE Butonal NS198 or equivalent approved by Owner. The polymer additive shall be added at the emulsion colloid mill at the time of manufacture and shall be introduced at a rate of 2% - 3%.

Table 1 – Styrene / Butadiene Copolymer Dispersion

Item	Limits
Solids Content (%)	63.0 – 65.0
pH	4.5 – 5.0
Brookfield Viscosity (RFT Spindle #3 at 20 RPM mpa-s)	250 – 2,000
Bound Styrene (%)	24
Residual Monomer (%)	0.08 max.
Specific Gravity	0.94
Weight / Volume (lbs. /Gal.)	7.8
Weight / Volume (kg / l)	0.94

PART 3 - EXECUTION

3.01 Chip Seal Surface Treatment

A. Traffic Control

Contractor shall be responsible for developing a plan to maintain and protect traffic during all phases of the work, reviewing the plan with Owner, modifying the plan as necessary to accommodate Owner's review comments, and implementing the plan during construction. Elements of the traffic control plan should confirm that Contractor will:

1. Furnish, install, maintain, and relocate advance warning signage at both ends of construction activity and on any intersecting roads. Remove signs following completion of the work.
2. Comply with State permit requirements regarding traffic control and signage at State highway intersections.
3. Construct chip seal surface treatment on one lane at a time, leaving the other lane open for alternating, one-way traffic.
4. Provide flagmen, equipped with appropriate signage and flagging, safety gear, and radios at both ends of the construction activity to control alternating one-way traffic.
5. Furnish, install, and maintain signage at the beginning and ending of each chip-sealed section of road, at 0.5-mile intervals in between, and at the approaches of each intersecting

road warning motorists of loose stone and advising them of an appropriate speed limit. The sign size and color and the lettering size shall be such that the signs are plainly visible and legible to the traveling public. Remove signs after final sweeping has been completed.

B. Road Surface Preparation

1. Owner will be responsible for primary sweeping of all roadways in the Contract in advance of the Contractor's commencement of work.
2. Contractor shall inspect existing pavement at least one week prior to construction of chip seal surface treatment and advise Owner immediately of any areas of pavement that are not properly prepared to receive chip seal surface treatment.
3. Contractor shall be responsible for any touch-up sweeping immediately prior to placement of chip seal surface treatment.
4. Contractor shall clean depressions and other areas not reached by the motorized broom with hand-operated brooms.
5. Contractor shall place protective covering over utility access structures (manholes, valve boxes, catch basin lids, etc.) to prevent the adherence of bituminous material and to prevent emulsion and aggregate from falling into drainage structures. Suitable covers may include plywood disks or rectangles (depending on structure shape), Kraft paper, roofing felt, or other methods deemed acceptable by Owner. Remove protective covers following completion of chip seal construction but before sweeping and opening of the road to traffic.
6. Contractor to place suitable, removable covers at the start and stop locations. Covers shall be sufficiently wide enough to allow the emulsion and aggregate distributors to reach the design application rates before traveling off the cover when starting and to properly terminate applications before traveling off the cover at the end. Contractor shall remove all covers at the completion of stone chip application.

C. Chip Seal Surface Treatment

1. Contractor shall furnish and apply chip seal surface treatment in accordance with Contractor's design specification as approved by Owner.
2. Contractor's design responsibilities include the following:
   a. Verify and ensure the compatibility of emulsion and stone chips specified by Owner. If Contractor determines that emulsion and stone chips are incompatible, then Contractor and Owner shall work together to agree on an acceptable combination of emulsion and stone chip and an equitable adjustment in Contract Unit Price.
   b. Specify application rates for emulsion and stone chips and employ quality control practices during construction to verify compliance with Contractor's specification.
   c. Specify specific means and methods to construct the chip seal surface treatment.
3. Contractor shall construct chip seal surface treatment in accordance with the following:
   a. Hauling
      1) Contractor is responsible for hauling stone chips to the various roadways included in the project.

b. Test Strip

1) At the commencement of each section of work, construct a 100-foot long test strip.

2) Check bituminous material application depth and adjust as necessary to meet requirements of the design specification.

3) Check stone chip application rate and adjust as necessary to meet requirements of the design specification.

c. Application of Bituminous Material

1) Contractor shall apply binder at the rate stipulated in Contractor's approved design specification. Note: industry-standard binder application rates range from 0.20 to 0.35 gallons per square yard for ¼-inch chips.

2) Before applying binder, ensure that a sufficient quantity of stone chips is available for immediate and continuous application.

3) Before applying binder, make sure that the distributor's transverse alignment is set perpendicular to the roadway centerline.

4) Minimum binder temperature is 140° F (65° C). Ideal binder temperature is 170° to 180° F (77° to 82° C).

5) On long straight runs, apply binder no more than one minute in advance of stone chip application. At cul-de-sacs, intersection return curves, and other areas with difficult access, apply stone as soon as practicable after binder is placed, but in no case shall stone be applied after the binder breaks.

6) Frequently check each nozzle to make sure that the spray application rate is appropriate. Make adjustments as necessary.

7) Monitor application rate for bituminous material as the work progresses to maintain the proper application rate.

8) Use distributors that have the following features:

- Specifically designed to spread emulsified asphalt uniformly to the pavement surface at an even temperature and to maintain the specified rate and temperature for the entire load, regardless of change in grade, direction, truck speed, or spray bar width.
- Computerized system used to measure ground speed and feed a digital volumetric accumulator capable of measuring gallons applied and distance traveled.
- Heating apparatus to bring material to the required temperature
- Tachometer
- Sampling valve
- Positive displacement pumps
- Full circulating bars (adjustable laterally and vertically) with the capability to spread from one-foot wide to 20-feet wide

- Hand spray bar for use where necessary to touch up spots that are skipped or missed by the spray bar.

d. Application of Stone Chip

1) Contractor shall apply stone chips at the rate stipulated in Contractor's approved design specification. Note: industry-standard application rates range from 20 to 25 pounds per square yard for ¼-inch chips.

2) Use a self-propelled spreader, equipped with a receiving hopper in the rear, belt conveyors to carry the aggregate to the spreader hopper, and a spreading hopper with adjustable discharge gates. The spreader should be capable of uniformly spreading aggregate up to a maximum width of 16 feet in a single pass. The spreader should be equipped with a computerized system with digital readout of pounds per square yard being applied. The system should be interlocked with ground speed to assure the required application rate regardless of ground speed or spreader width.

3) Use a sufficient number of dump trucks to haul aggregate to avoid disruption of stone chip supply. To allow for timely aggregate coverage of the sprayed binder, it is essential to have two or three loaded trucks in queue behind the aggregate spreader and ahead of the rollers.

4) Aggregate delivery trucks should stagger wheel paths to assist in the rolling operations when backing into the spreader.

5) Before applying stone chips, make sure that the distributor's transverse alignment is set perpendicular to the roadway centerline.

6) Avoid allowing the tires of the aggregate spreader to come into contact with freshly-laid binder.

7) On long straight runs, cover freshly laid binder with stone chips within one minute. At cul-de-sacs, intersection return curves, and other areas with difficult access, apply stone as soon as practicable after binder is placed, but in no case shall stone be applied after the binder breaks.

8) Maintain the appropriate application rate for stone chips (+10%, -0%) throughout the course of construction. Achievement of the design application rate will generally mean that the aggregate uniformly covers the binder without excess aggregate. Excess aggregate increases the risk of windshield damage, is not cost effective, and requires additional post-construction sweeping efforts. Under-spreading, as evidenced by visible areas of uncovered binder, will result in aggregate loss because the excess voids in the aggregate will result in the binder not rising high enough to securely hold the aggregate particles in place.

9) The stone chips need to be applied thick enough so that the tires of dump trucks, aggregate spreader, and rollers do not pick up the binder. If the aggregate is being applied at the calculated rate and tires are still picking up binder, then the binder application rate is either too high and the aggregate is rolling over on contact with the binder or the aggregate is too wet.

10) The aggregate may roll over when the spreader is proceeding too fast or when the binder is too viscous.

11) Correct minor spread deficiencies such as corrugations or small missed areas with a drag broom or hand rakes. If the aggregate is uneven, non-uniform, or irregular for any reason, drag-broom or hand rake immediately, prior to initial rolling.

e. Rolling Operations

1) Use pneumatic-tired rollers.

2) Because rollers are the slowest members of the chip seal train, it is critical to insure that a sufficient number of rollers are furnished and maintained during construction to ensure that aggregate is embedded when the binder is as soft as possible.

3) Prompt rolling is critical to achieve adequate embedment; hence, rolling must follow as closely as possible behind the spreader. The first pass should roll the aggregate just before the binder breaks, as indicated in a change of color from brown to black (break time could be as low as three to five minutes).

4) Perform a minimum of three complete roller passes over the aggregate within 30 minutes of stone chip application. A single complete pass is considered forward and backward over the same path. For each new path, overlap the previous pass by about one-half the width of the roller. Roll in a longitudinal direction at a speed not greater than 5 MPH. Do not operate rollers at speeds that cause pick up or dislodging of aggregate particles.

5) Minimum rolling linger time should be approximately 5,000 SY / hour for a 1/4-inch chip seal on roads with an ADT of 300 - 1,200 Vehicles / Lane / Day.

6) Rollers should be allowed to come to a complete stop before reversing direction.

7) Upon completion of rolling operations, stone chips should be sufficiently embedded in the residual binder to prevent premature stone chip loss under normal conditions.

f. Protection of the Surface

1) No traffic should be permitted onto the completed chip-seal surface treatment until after the specified rolling has been completed and the bituminous material has set and will not pick up on vehicle tires.

D. Sweeping

1. Contractor shall sweep the chip-sealed area with a pick-up style, nylon-bristled power sweeper with the goal of removing all loose aggregate from the roadway. Multiple passes may be required to remove all loose aggregate. Sweeping shall commence within one day after the binder sets and shall be completed no more than 10 calendar days following application of chip seal. To the greatest practicable extent, Contractor should sweep during a cool period of the day (typically early morning).

2. Sweeping on each pass should commence at the center of the roadway and progress toward the edges.

3. Sweeping operations should be designed to direct dust away from the traveling public.

4. Do not sweep loose aggregate onto lawns, curbed areas, or intersecting streets.
5. Contractor shall deliver the sweeping spoils to an Owner-designated location within the same town.

E. Protection of Motor Vehicles

1. Contractor is responsible for claims of damage to vehicles until the roadway and shoulders receive the final sweeping.

PART 4 – ACCEPTANCE, MEASUREMENT, AND PAYMENT

4.01 Chip Seal Surface Treatment

A. Acceptance:

1. Daily Acceptance

Owner or Owner's designated representative will inspect chip seal surface treatment and either accept or reject the work on a daily basis. Contractor shall promptly correct any work rejected by Owner. Owner, at its sole discretion, will accept completed work on a daily basis if:

a. Finished surface has no more than four tears or untreated areas greater than one inch wide and four inches long in any 120 square-yard area.

b. Joints appear neat and uniform, without buildup, uncovered areas, or unsightly appearance.

c. Longitudinal joints have less than a two-inch overlap on adjacent passes.

d. Transverse joints have no more than ¼ inch difference in elevation across the joint as measured with a six-foot long straight edge.

e. Chip seal edge is neat and uniform along the roadway lane, shoulder, and curbs lines.

f. Chip seal edge has no more than two-inch variance in any 100-feet along the roadway edge or shoulder.

g. Typical stone-chip embedment appears adequate to prevent premature loss of stone chips under normal conditions.

2. Substantial Completion

a. Owner and Contractor shall review performance of the completed work within one to three days after placement. Owner, at its sole discretion, will consider the work to be substantially complete and ready for final payment if the following potential defects are minimal to non-existent:

Defect [1]	Description
Surface patterns	Alternate lean and heavy lines (ridges or streaking over the surface)
Bleeding / Flushing	Excess binder on surface, not subject to wearing off quickly
Loss of Cover Aggregate	Patches or lines of aggregate lost from surface

(1) Owner will consider defects as minimal if the extent of a surface defect does not exceed 10% of any 120 square-yard area. The beginning of any 120 square-yard area shall begin at the start of any individual defect.

b. Substantial completion shall be construed as Owner's final acceptance of the completed work.

c. Contractor shall perform corrective work to the satisfaction of, and at no additional cost to Owner.

B. Measurement: Owner will not measure the individual products and services described in Parts 1, 2, and 3 of this specification for payment. The cost completing all work of this Section shall be included in the *Contract Unit Price* for "Chip Seal Surface Treatment". Owner will measure this item for payment based on the actual number of square yards of Chip Seal Surface Treatment completed by Contractor and accepted by Owner.

C. Payment: Owner will compensate the Contractor work accepted by Owner as follows:

- 100% of the Contract Unit Price x SY of work completed by Contractor and considered substantially complete by Owner

PART 5 – PERFORMANCE REVIEW

5.01 Chip Seal Surface Treatment

A. Prior to the expiration of the warranty period, Owner will review performance of the chip seal applied under this contract.

B. Owner will not require remedial actions if the extent of defects are minimal or non-existent.

C. If Owner discovers defects in the completed work that are more than minimal, Owner will promptly notify Contractor of the defects and demand remedial repairs. Owner shall issue notice of defects and demand for remedial repairs in writing, prior to the expiration of the warranty period.

D. Refer to **Section 00525 - Agreement between Owner and Contractor** for warranty requirements, including required procedures for warranted remedial repairs.

END OF SECTION