

Project Manual

East Main Street Roadway Improvement Project City of Ansonia, Connecticut



Prepared for:



Prepared by:



APRIL 1, 2021



**EAST MAIN STREET ROADWAY
IMPROVEMENT PROJECT**

ANSONIA, CT

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**INVITATION TO BID
EAST MAIN STREET
ROADWAY IMPROVEMENT
PROJECT
ANSONIA, CT**

**SECTION 01
PROJECT INFORMATION**

**INVITATION TO BID
EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
CITY OF ANSONIA**

The City of Ansonia, Connecticut is soliciting sealed bids for furnishing all labor, tools, materials and equipment required for the proposed East Main Street Roadway Improvement Project. The project begins at the intersection of East Main Street and Kingston Drive and extends north along East Main Street and ends at the intersection with Main Street and State Street. The project includes approximately 575 linear feet of concrete sidewalk, installation of approximately 250 linear feet of modular block retaining wall, installation of granite curbing, minor drainage improvements, installation of decorative lighting, installation of timber beam rail, sidewalk ramp reconstruction, and reconstruction of commercial driveway.

Sealed bids will be received by the Office of the Town & City Clerk, 253 Main Street, Ansonia, CT 06401, until 11:00 AM local time, on Wednesday April 28th, 2021. Bids will then be publicly opened and read aloud. No Bidder may withdraw their bid for a period of 120 days after the date of bid opening.

Contract documents may be downloaded from the design engineer's, VHB, Inc., website at no cost.

<https://projects.vhb.com/bidDocs/East%20Main%20St%20Roadway%20Improvement%20Project/>

The City of Ansonia will not provide printed bid documents or pay for any printing costs associated with the bid documents. The website address is:

Please direct any questions regarding technical information on the project, and access to the bid documents to Joshua Eannotti, (860) 807-4352, or via email to jeannotti@vhb.com. All bidder's questions should be submitted by Friday, April 16, 2021. VHB and the City cannot guarantee responses will be provided to questions submitted after this date. Responses to bidder's questions will be posted on the City's website.

A satisfactory Bid Bond or Certified Check, the amount equal to ten percent (10%) of the base bid, shall be submitted with each bid. The Bid Bond or Certified Check shall be made payable to the City of Ansonia and shall be properly executed by the Bidder and acceptable sureties. All bonds must be sureties registered in the State of Connecticut.

Labor and Material Payment Bond and a Performance Bond for one hundred (100%) percent of the contract price, with a corporate surety approved by the City of Ansonia, will be required of the lowest responsible bidder.

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of

the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

The City reserves the right to reject any or all bids, in whole or in part, if it is deemed to be in the best interest of the City of Ansonia.

**The City of Ansonia is an Affirmative Action/Equal Opportunity Employer.
Minority/Women's Business Enterprises are encouraged to apply.**

Honorable David S. Cassetti

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

1.1 Bidders may be investigated by OWNER to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of OWNER's or ENGINEER's request, written evidence of such information and data necessary to make this determination.

1.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure OWNER that the Work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is Committed may also be considered.

1.3 Each Bid must be accompanied by the completed Statement of Bidder's Qualifications found in these special provisions.

1.4 In evaluating Bids, OWNER will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.

1.5 OWNER reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

ARTICLE 2. COPIES OF CONTRACT DOCUMENTS

2.1 Complete sets of Contract Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

2.2 OWNER and ENGINEER in making copies of Contract Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the requirements of the Contract Documents.

3.2 Before submitting his/her Bid each Bidder may, at his/her own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her Bid performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.3 On request, OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his/her Bid.

3.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements or on the Drawings.

3.5 Submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement of this Article 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding at all terms and conditions for performance of the Work.

ARTICLE 4. INTERPRETATIONS

4.1 All questions about the meaning or intent of the Contract Documents shall be sent to VHB by email and addressed to Joshua Eannotti (jeannotti@vhb.com), at least ten (12) days before the date herein set for the opening of bids.

4.2 Written clarifications or interpretations will be issued by Addenda not later than five days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be posted on the City of Ansonia website, and emailed to all parties recorded as having received the Contract Documents.

4.3 Each Bidder shall be responsible for determining that he/she has received all Addenda issued.

ARTICLE 5. PRE-BID CONFERENCE

5.1 A mandatory pre-bid conference will not be held.

ARTICLE 6. BID SECURITY

6.1 Surety Company Bond, on a form furnished by the City of Ansonia, for at least ten percent (10%) of the amount of the total of the Bid, must accompany each proposal. Bid Security shall be sealed with the bid.

6.2 In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds within the time specified, OWNER may determine that the Bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance shall be null and void and the Bid Security accompanying the Bid Form shall be forfeited to OWNER as liquidated damages for such failure or neglect and to indemnify said OWNER for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds as aforesaid, provided that the amount forfeited to OWNER shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible bidder and provided further that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned to him. After execution of the Agreement and acceptance of the bonds by OWNER, the Bid Security accompanying the Bid Form of the Successful Bidder will be returned.

ARTICLE 7. PERFORMANCE, PAYMENT AND OTHER BONDS

7.1 Performance, Payment and other Bonds shall be provided in accordance with the Invitation to Bid.

7.2 All Bonds required as Contract Security shall be furnished with the executed Agreement.

ARTICLE 8. BID FORMS

8.1 Each Bid shall be submitted on the Bid Form included in the Project Manual. The Bid Form shall be removed and submitted separately. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made.

8.2 The Bid Form shall be completed in ink or typed. The Bid price of each item on the form shall be stated in words, and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

8.3 Bids by corporations 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) and 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 below the signature.

8.4 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.

8.5 All names shall be typed or printed below the signature.

8.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.7 The address to which communications regarding the Bid are to be directed shall be shown.

8.8 One (1) original and one (1) copy of the Bid accompanied by the completed Statement of Bidder's Qualifications, the Non-Collusion Affidavit Form and Bid Bond shall be submitted in a sealed opaque envelope bearing on the outside the name of the Bidder, his/her address, and the Project Title for which the Bid is submitted. Failure to comply with this paragraph may be deemed to render a proposal non-responsive. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 9. RECEIPT OF BIDS

9.1 Sealed Bids for the work of this Contract will be received at the time and place indicated in the Invitation to Bid.

9.2 OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.

9.3 Bidders are cautioned that it is the responsibility of each individual bidder to assure that his/her bid is in the possession of the responsible official or his/her designated alternate prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.

ARTICLE 10. MODIFICATION AND WITHDRAWAL OF BIDS

10.1 Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.

10.3 Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw his/her Bid for a period of 120 days, excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

ARTICLE 11. AWARD OF CONTRACT

11.1 The Contract will be awarded to the lowest responsible, responsive, qualified Bidder (Successful Bidder). Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible, responsive, qualified Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill ability and integrity necessary to the faithful performance of the Work.

11.2 OWNER reserves the right to reject any and all Bids if it is in Owner's best interest to do so, and the right to disregard all nonconforming, non-responsive or conditional Bids.

11.3 A Bid, which includes any item for which the Bid Price is abnormally low or high, may be rejected as unbalanced.

11.4 OWNER also reserves the right to reject the Bid of any Bidder that OWNER considers to be unqualified relative to Article 1 above.

11.5 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within 120 days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the Bids. All bids shall remain open for 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids but OWNER may, in his/her sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 12. EXECUTION OF AGREEMENT

12.1 When OWNER gives a Notice of Award to the Successful Bidder, it may be accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents. Within seven days, excluding Saturdays, Sundays, and legal holidays after the date of receipt of such notification, CONTRACTOR shall execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. Within thirty days thereafter OWNER will deliver one fully signed copy to CONTRACTOR.

ARTICLE 13. SAFETY AND HEALTH REGULATIONS

13.1 This Project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974 and CFR 29, Part 1910, General Industry Safety and Health Regulations Identified as Applicable to Construction.

13.2 The Successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

13.3 The Successful Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act on the Site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

ARTICLE 14. ACCESS TO SITE

14.1 Representatives of the State and any local agencies having a direct interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 15. WAGE RATES

State of Connecticut Labor Department “Prevailing Wage Rates” apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those tradespeople who are not covered by the applicable Wage Rates but who may be employed for the proposed work under this contract.

ARTICLE 17. SALES TAX

17.1 The goods and services to be provided under this contract are exempt from the Sales and the Taxes of the State of Connecticut.

ARTICLE 18. UNDERGROUND UTILITIES AND FACILITIES

18.1 All excavations within public or private ways are subject to the requirements of Connecticut Statutes. Contractor is required to make “Call Before You Dig” notifications and arrangements, and to comply with the statutes and regulations cited.

ARTICLE 19. GUARANTEE

19.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one year from the date of SUBSTANTIAL COMPLETION except where a longer guarantee period is required in the Project Manual. The CONTRACTOR warrants and guarantees for a period of one year, or for the longer guarantee period, from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of

any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, to the satisfaction of the OWNER within ten days from the date of receipt of such notice, or having commenced fails to prosecute such WORK with diligence, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 21. ACCEPTANCE OF CHARTER REQUIREMENTS

- 21.1 The submission of a bid proposal by a Contractor for the whole or any part of these specifications shall constitute an acceptance by such person or persons of the Conditions as set forth in the Charter and Ordinances of the City of Ansonia in relation to the bid proposals, and the award of the Contracts founded on said conditions shall be considered to constitute a part of the specifications which will be incorporated in and form a part of all contracts in these specifications.

END OF SECTION

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GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda:	Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents.
Agreement:	The written agreement between the City and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
Application for Payment:	The form accepted by the Engineer which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required.
Bid:	The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
Bonds:	Bid bonds and other instruments of security.
Change Order:	A written order to the Contractor signed by the City's Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.
Contract Documents:	The Agreement, Addenda (which pertain to the Contract Documents), the Contractor's Bid (when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplemental Conditions, the Specifications, the Special Provisions, the Drawings (as the same are more specifically identified in the Agreement), together with all Modifications issued after the execution of the Agreement.
Contract Price:	The moneys payable by the City to the Contractor under the Contract Documents as stated in the Agreement.
Contract Time:	The number of days or the date stated in the Agreement for the completion of the Work.
Contractor:	The person, firm, or corporation with whom the City has entered into the Agreement.
Drawings:	The drawings which show the character and scope of the Work to be performed, and which have been prepared or approved by the Engineer, and are referred to in the Contract Documents.

Effective Date of the Agreement:	The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
Engineer:	The City's Engineer.
Field Order:	A written order issued by the Engineer which orders minor changes in the Work.
Notice of Award:	The written notice by the City to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.
Notice to Proceed:	A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligation under the Contract Documents.
Resident Project Representative:	The authorized representative of the Engineer who is assigned to the site, or any part thereof.
Shop Drawings:	All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by the Contractor, a subcontractor, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer, fabricator, supplier, or distributor and submitted by the Contractor to illustrate material or equipment for some portion of the Work.
Specifications:	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
Subcontractor:	An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.
Substantial Completion:	The work (or a specific part thereof) has progressed to the point where, in the opinion of the Engineer, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended.
Work:	The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2. GENERAL MATTERS

Delivery of Bonds:

When the Contractor delivers the executed Agreements to the City, the Contractor shall also deliver to the City such Bonds as the Contractor may be required to furnish.

Copies of Documents:

The City shall furnish the Contractor with sufficient copies of the Contract Documents as are reasonably necessary for the execution of the Work.

Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the effective date of the Agreement, or, if a Notice to Proceed is given on the day indicated in the Notice to Proceed.

Starting the Project:

The Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy, which the Contractor may discover.

Within ten days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

Before any Work at the site is started, the Contractor shall deliver to the Engineer certificates of insurance, which the Contractor is required to purchase and maintain and the City shall deliver to the Contractor certificates of insurance requested by the Contractor, which the City is required to purchase and maintain.

Preconstruction Conference:

Before the Contractor starts the Work at the site, a conference may be required by the Engineer for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

3. CONTRACT DOCUMENTS; INTENT AND REUSE

Intent:

The Contract Documents comprise the entire Agreement between the City and the Contractor concerning the Work.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall report it to the Engineer in writing at once and before proceeding with the Work affected thereby.

It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words, which have a well-known technical or trade meaning, are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specified or by implication, shall mean the latest standard specification, manual, or code in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or the Engineer, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer.

The Agreement shall be governed by the laws of the State of Connecticut.

Reuse of Documents:

Neither the Contractor nor any subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer, and they shall not reuse any of them on any other project without written consent of the City and the Engineer and specific written verification by the Engineer.

4. AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS

Availability of Lands:

The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Unforeseen Physical Conditions:

The Contractor shall promptly notify the Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The Engineer will promptly review those conditions and determine if further investigation or tests are necessary. If the Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

Reference Points:

Control points and a project baseline are provided in the Contract Documents to enable the Contractor to proceed with the Work. The Contractor shall be responsible for establishing any additional reference points necessary for laying out and monitoring the Work by a licensed professional surveyor. The Contractor shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of the City. The Contractor shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

5. INSURANCE

Contractor's Liability Insurance:

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under worker's or workmen's compensation, disability benefits, and other similar employee benefit acts;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

Claims for damages insured by personal injury liability coverage, which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or by any other person for any other reason;

Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplemental Conditions, as specified in accordance with Section 1.03.07 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 818, Dated 2020, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty days' prior written notice has been given to the City and the Engineer. All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work.

Contractual Liability Insurance:

The comprehensive general liability insurance required above will include contractual liability insurance applicable to the Contractor's obligations.

City's Liability Insurance:

The City shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect the City against claims which may arise from operations under the Contract Documents.

Property Insurance:

Unless otherwise provided in the Supplemental Conditions, the City shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplemental Conditions or required by law). This insurance shall include the interests of the City, the Contractor, and subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplemental Conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys, and other professionals).

The City shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or subcontractors in the Work to the extent of any deductible amounts. If the Contractor wishes property insurance coverage within the limits of such amounts, the Contractor may purchase and maintain it at his own expense.

Waiver of Rights:

The City and the Contractor waive all rights against each other and the subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require written waivers from each subcontractor; each such waiver will be in favor of all other parties enumerated in this paragraph.

Receipt and Application of Proceeds:

Any insured loss under the policies of insurance required shall be adjusted with the City and made payable to the City as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. The City shall deposit in a separate account any money so received, and it shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

The City as trustee shall have power to adjust and settle any loss with the insurers, unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to the City's exercise of this power. If such objection be made, the City as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

Acceptance of Insurance:

If the City has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor on the basis of its not complying with the Contract Documents, the City will notify the Contractor in writing thereof within ten days of the date of delivery of such certificates to the City. If the Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by the City on the basis of their not complying with the Contract Documents, the Contractor will notify the City in writing thereof within ten days of the date of delivery of such certificates to the Contractor. The City and the Contractor will each provide to the other such additional information in respect to insurance provided by him as the other may reasonably request. Failure by the City or the Contractor to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

If the City finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the work, such use or occupancy may be accomplished; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

6. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the

Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor shall assign to the project a competent field superintendent. The superintendent shall spend sufficient time at the site as necessary to insure that work is proceeding efficiently and in accordance with the Contract Documents.

The superintendent shall not be replaced, except on a temporary basis because of sickness, vacations, etc. without written notice to the Engineer.

The superintendent shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Labor, Materials, and Equipment:

The Contractor shall provide competent, suitably qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. The contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplemental Conditions, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the Engineer's written consent.

The Contractor shall furnish all materials, equipment, labor, transportation, construction, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in the Contract Documents.

Equivalent Materials and Equipment:

Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors

may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Engineer will be as follows:

Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment the Contractor shall make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance.

The Engineer will record time required by the Engineer and the Engineer's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Drawings or Specifications occasioned thereby. Whether or not the Engineer accepts a proposed substitute, the Contractor shall reimburse the City for the charges of the Engineer and Engineer's consultants for evaluating any proposed substitute.

Concerning Subcontractors:

The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. A subcontractor or other person or organization identified in writing to the City by the Contractor prior to the Notice of Award will be deemed acceptable to the City. Acceptance of any subcontractor, other person, or organization by the City shall not constitute a waiver of any right of the City to reject defective Work. If the City or Engineer after due investigation has reasonable objection to any subcontractor, other person, or organization proposed by the Contractor after the Notice of Award, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. The Contractor shall not be required to employ any subcontractor, other person, or organization against whom the Contractor has reasonable objection.

The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

Nothing in the Contract Documents shall create any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. The City or the Engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

Patent Fees and Royalties:

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the City and the Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all construction permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. The Contractor shall pay all charges of utility service companies for connections to the Work.

Laws and Regulations:

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If the Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising therefrom.

Use of Premises:

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Taxes:

No amount shall be included in the bid price for Connecticut State Sales Tax or for Federal Excise and Transportation Taxes.

Record Documents:

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the Work.

Safety Protection:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

all employees on the Work and other persons, who may be affected thereby,

all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify the City of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Engineer.

Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples:

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review an approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness Shop Drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to measurements, dimensions, means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog number, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or

coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents, unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

Continuing the Work:

The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the City may otherwise agree in writing.

Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or the Engineer or any of their agents or employees by any employee 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, the indemnification obligation shall not be limited in any way by any limitation of the amount of type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

7. WORK BY OTHERS

The City may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. The Contractor shall afford the City, utility service companies, and the other contractors who are parties to such direct contract reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends, for proper execution or results, upon the work of any such other Contractor or utility service company, the Contractor shall inspect and promptly report to the Engineer in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

If the performance of additional work by other contractors or utility service companies or the City was not noted in the Contract Documents, written notice thereof shall be given the Contractor prior to starting any such additional work.

8. CITY'S RESPONSIBILITIES

The City shall issue all communications to the Contractor through the Engineer.

The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are approved in accordance with the provisions of the Supplemental Conditions.

9. ENGINEER'S STATUS DURING CONSTRUCTION

City Representative:

The Engineer shall be the City's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the City's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the City and the Engineer.

Visits to Site:

The Engineer or his representative shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Clarifications and Interpretations:

The Engineer shall issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary.

Rejecting Defective Work:

The Engineer shall have authority to disapprove or reject Work, which is defective, and shall also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed.

Decisions on Disagreements:

The Engineer shall be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred to the Engineer in writing with a request for a formal decision in accordance with this paragraph, which the Engineer shall render in writing within a reasonable time.

Limitations on the Engineer's Responsibilities:

Neither the Engineer's authority to act under the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty of responsibility of the Engineer to the Contractor, any subcontractor, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the Work.

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," or "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents. The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of the following:

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.

The Engineer will not be responsible for the acts or omissions of the Contractor or of any subcontractors, or of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the Work.

10. CHANGES IN THE WORK

Without invalidating the Agreement, the City may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

The Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the City and also on the Contractor who shall perform the change promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, he shall notify the Engineer promptly in writing.

Additional Work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

11. CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the City and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be reviewed by the Engineer and after reviewing the Engineer's recommendation and any other related information, the City shall determine and approve any appropriate change in the Contract Price. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

By mutual acceptance of a lump sum.

On the basis of the Cost of the Work as set forth in Section 1.09.04 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 818, Dated 2020.

Cash Allowances:

It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such

subcontractors, manufacturers, fabricators, suppliers, or distributors and for such sums within the limit of the allowances as may be acceptable to the Engineer. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract price includes such sums as the Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

12. CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. The Contractor may present to the Engineer a request in writing for an extension of Contract time if the time necessary for completion of the Project has been increased due to extra or added work or delays resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, except for weather or seasonal conditions (unless extraordinary and catastrophic). Such causes include, but are not restricted to, natural catastrophes, acts of the City in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the City, the presence of utility facilities (including railroads), fires, strikes, floods, or delays by suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or such suppliers.

The Contractor's plea that insufficient Contract time was allowed under the Contract before commencement of the Project is not a valid reason for extending the Contract time. Request for an extension of time, with adequate substantiation, must be presented within 60 calendar days from the event that is the basis of the request or from the first effect of such an event on the Project. The Contractor will be responsible for providing all the documentation necessary to support the reasonableness of the additional time requested.

Such requests will be considered by the Engineer and granted to the extent that he deems to be fair and reasonable. Requests will not be considered if based on delays caused by conditions existing at the time the bids were received and of which the Contractor might reasonably be expected to have had full knowledge at that time, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the Project as to materials, labor or equipment. For all Project delays or time increases, except as provided below, additional Contract time is the sole remedy that the Contractor may have, and such periods of additional Contractor time shall be deemed "Non-Compensable Delays." For delays caused by the City in its Contractual capacity, the Contractor may, in addition to a time extension, request additional compensation to reimburse it for damages sustained as a direct result of such delay, and such periods of extended Contract time may be deemed "Compensable Delays."

The period of a compensable delay is limited as follows:

- (1) It may not include time more than 60 days prior to the Engineer's receiving written notice from the Contractor with adequate substantiation, of its intent to claim damages for the delay, and
- (2) It may not include periods of delay for which the City was responsible, but during which the Contractor experienced concurrent delays for which the City was not responsible.

Damages for periods of Project delay for which the City had sole responsibility shall be limited to the increased costs incurred by the Contractor (which shall not include lost profits), which the Contractor substantiates and which the Contractor shows were caused by such delays.

If an approved extension of time extends beyond November 30, 2021, the number of days of the approved extension remaining on that date will not begin to run again until the following April 1.

13. WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

The Contractor warrants and guarantees to the City and the Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted.

Access to Work:

The Engineer and the Engineer's representatives, other representatives of the City, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. The Contractor shall provide proper and safe conditions for such access.

Test and Inspections:

The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.

If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's or the Engineer's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

All inspections, tests, or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to the Engineer and the Contractor.

If any Work that is to be inspected, tested, or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to cover such Work and the Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services.

City May Stop the Work:

If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, the Engineer may order the Contractor to Stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to Stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

Correction or Removal of Defective Work:

If required by the Engineer, the Contractor shall promptly, without cost to the City and as specified by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with nondefective Work.

One-Year Correction Period:

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or if it has been rejected by the City, remove it from the site and replace it with non-defective Work. Where it is required for the Contractor to repair, replace, resurface, reseed, replant or to modify, alter, add, or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance, or operation, such operations shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs, schedules, and reports shall be maintained to reflect these items and their redress. If the Contractor does not promptly comply with the terms of such instruction, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Acceptance of Defective Work:

If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; if the acceptance occurs after such final payment, an appropriate amount shall be paid by the Contractor to the City.

City May Correct Defective Work:

If the Contractor fails within a reasonable time after written notice of the Engineer to proceed to correct defective Work or to remove and replace rejected Work as required by the Engineer, or if the Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), the City may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph the City shall proceed expeditiously to the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which the City

has paid the Contractor but which are stored elsewhere. The Contractor shall allow the City, the City's representatives, agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Engineer, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the City of the City rights hereunder.

14. PAYMENTS TO CONTRACTOR AND COMPLETION

Schedules:

At least ten days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a progress schedule, a final schedule of Shop Drawing submission, and where applicable, a schedule of values of the Work. These schedules shall be satisfactorily in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payment during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Application for Progress Payment:

At least ten days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as the Engineer may reasonably require. Each subsequent Application for Payment shall include an affidavit of the Contractor stating that all previous progress payment received on account of the Work have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for payment, whether incorporated in the project or not, will pass to the City at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

Review of Applications for Progress Payment:

The Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or

return the Application to the Contractor indicating in writing the Engineer's reasons for refusing the recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

The Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the Engineer's opinion to protect the City from loss because:

the Work is defective, or completed Work has been damaged requiring correction or replacement;

written claims have been made against the City in connection with the Work;

the Contract Price has been reduced;

the City has been required to correct defective Work or complete the Work, of the Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents; and/or

the Contractor's failure to make payment to subcontractors, or to make payment for labor, materials, or equipment.

Substantial Completion:

When the Contractor considers the entire Work ready for its intended use the Contractor shall, in writing to the Engineer, certify that the entire Work is substantially complete and request that the Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor in writing giving his reasons therefor. If the Engineer considers the Work substantially complete, the Engineer will prepare certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

The City shall have the right to exclude the Contractor from the Work after the date of Substantial Completion, but the City shall allow the Contractor reasonable access to complete or correct items on the list.

Partial Utilization

Use by the City of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

The City at any time may request the Contractor in writing to permit the City to use any part of the Work, which the City believes to be substantially complete, and which may be

so used without significant interference with construction of the other parts of the Work. If the Contractor agrees, the Contractor will certify to the City and the Engineer that said part of the Work is substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part for the Work. Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion. If the Engineer does not consider that part of the Work to be substantially complete, the Engineer will notify the Contractor in writing giving his reasons therefor. If the Engineer considers that part of the Work to be substantially complete, the Engineer will execute and deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment.

In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, the City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, the City and Contractor have agreed as to the division of responsibilities between the City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities, and insurance with respect to such facility.

Final Inspection:

Upon written notice from the Contractor that the Work is complete, the Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

After the Contractor has completed all such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after the Engineer has indicated that the work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as the Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to the City) of all claims arising out of or filed in connection with the Work. In lieu thereof and as approved by the City, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material, and equipment for which a claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

Final Payment and Acceptance:

If, on the basis of the Engineer's observation of the Work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying

documentation - all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, the Engineer will, within ten days after receipt of the final Application for Payment, process the Application for payment. Otherwise, the Engineer will return the Application to the Contractor, indicating in writing the reasons for refusing to process final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application.

Contractor's Continuing Obligation:

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the City to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor the issuance of a notice of acceptability by the Engineer, nor any correction of defective Work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

The making and acceptance of final payment shall constitute:

A waiver of claims by the City against the Contractor except for claims arising from unsettled debts, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; and it shall not constitute a waiver by the City of any rights in respect of the Contractor's continuing obligations under the Contract Documents, and a waiver of all claims by the Contractor against the City other than those previously made in writing and still unsettled.

15. SUSPENSION OF WORK AND TERMINATION

The City May Terminate:

Upon the occurrence of any one or more of the following events:

if the Contractor is adjudged a bankrupt or insolvent,

if the Contractor makes a general assignment of the benefit of creditors,

if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property,

if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,

if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,

if the Contractor repeatedly fails to make prompt payments to the subcontractors or for labor, materials, or equipment,

if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction,

if the Contractor disregards the authority of the Engineer, or

if the Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

The City may after giving the Contractor and his Surety seven days' written notice, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the Work, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the City. Such costs incurred by the City shall be incorporated in a Change Order, but in finishing the Work the City shall not be required to obtain the lowest figure for the Work performed.

Where the Contractor's services have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the City will not release the Contractor from liability.

Upon seven days' written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable expenses.

Contractor May Stop Work or Terminate:

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the City or under an order of court or other public authority, or the Engineer fails to act on an Application for Payment within thirty days after it is submitted, or the City fails for sixty days to pay the Contractor any sum finally determined to be due, then the Contractor may, upon fourteen days' written notice to the City and the Engineer, terminate the Agreement and recover from the City payment for all Work executed and any expense sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the City has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the City and the Engineer Stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the

Contractor of his obligations to carry on the Work in accordance with progress schedule and without delay during disputes and disagreements with the City.

16. MISCELLANEOUS

Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

Should the City or the Contractor suffer injury or damage to his person or property because of any error, omission, or act of the other part or of any of the other party's employees or agents or others for whose acts the other part is legally liable, claim shall be made in writing to the other part within a reasonable time of the first observance of such injury or damage.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon the Contractor and all of the rights and remedies available to the City and the Engineer thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Non-Discrimination:

The Contractor shall agree and warrant that in the performance of the contract, he will not discriminate or permit discrimination against any person or group of persons on the ground of race, color, religious creed, age, marital status, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor shall further agree to provide the Commission on Human Rights and Opportunities with such information requested by the

Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of Section 4-11a of the Connecticut General Status as amended.

Affirmative Action:

If requested by the City, the Contractor shall submit details of this Affirmative Action Program. Such program shall be modified as and where necessary to meet the requirements of the City and shall remain in force throughout the contract period.

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CITY OF ANSONIA SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

1. DEFINITIONS

- A. The Terms used in these Supplemental Conditions, which are defined in the General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions.
- B. Wherever used in the Contract Documents, the following words have the meanings indicated, which are applied to both the singular and the plural thereof:

"Project Manual" - shall mean the bound volume containing the following Contract Documents:

- Invitation To Bid
- Instruction To Bidders
- Signed copy of the Bid Proposal Forms, with all attachments required for bidding
- Contract Forms
- General Conditions
- Supplemental Conditions
- Special Provisions
- Wage Rates
- Certificate of Insurance

The word "Remove," where it applies to existing materials, shall mean remove entirely from the site unless material is approved by the Engineer for re-use. In addition, the word "remove" shall imply the patching of all remaining work affected by removal. All existing materials, which have been removed, shall become the Contractor's property unless otherwise specified.

"As Necessary" or "As Required" - Work referred to as "As Necessary" shall be that work which is required for completed construction, but is not necessarily shown or described in the Contract Documents.

The word "Furnish" or the word "Supply" - shall mean purchase, delivery, and off-loading at the job site including all documentation, storage, and protection.

The word "Install" or the word "Apply" - shall mean set in place complete for normal use or service, all in accordance with the Contract Documents.

The word "Provide" - shall mean furnish (or supply) and install (or apply).

The words "Approved Equal" - shall mean any product, which in the opinion of the Engineer is comparable in quality, durability, appearance, strength, performance, design, physical dimension, and arrangement to the product specified, and will function properly in accordance with the design intent.

The word "Product" - shall mean any item of equipment or material provided under the Contract Documents.

2. THE CONTRACTOR'S INSURANCE

The Contractor shall maintain insurance of the kinds and in at least the amounts specified in Section 1.03 – Award and Execution of Contract included in the Project Manual. The City of Ansonia and VHB, Inc. shall be added to the policies as “Additional Insured”.

All risks associated with construction equipment, machinery, and tools belonging to or used by the insured shall be assumed by the insured.

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

3. CONTRACTUAL LIABILITY INSURANCE

The Contractual Liability required by the General Conditions shall provide coverage for not less than the amounts as set forth below or in accordance with Section 1.03.07 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 818, Dated 2020, whichever limits are greater.:

Bodily Injury - each occurrence: \$3,000,000

Property Damage - each occurrence: \$3,000,000

Property Damage - annual aggregate: \$3,000,000

4. TIME FOR COMPLETION

It shall be understood and mutually agreed that the time for Substantial Completion is an essential condition of this Contract and is show on the Bid Form and will be part of the Form of Agreement.

It is expressly understood and agreed by the Contractor and the City that the time for Substantial Completion is reasonable, taking into consideration average climatic range, City restrictions, and other conditions prevailing.

The Contractor agrees that the Work shall be performed diligently and uninterrupted at such rate as will insure Substantial Completion of all Work on or before the date stated in the

Contract. If it appears that some of the work cannot be completed by the scheduled date, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends if necessary, at no additional cost to the City.

If the work is complete but the area is not cleaned and debris or equipment is not removed, the City shall have the right to have the area prepared for occupancy with its own or other forces and deduct the costs from the contract amount.

The Construction Schedule is critical to the Project. It is specifically understood that all work is required to be Substantially Complete, and ready for full occupancy and use by the City, on or before the date agreed upon in the Contract and that the time of completion is of the essence and of great importance to the City.

5. PAYMENTS AND RETAINAGE

Monthly applications for payment shall be submitted to the Office of Economic Development for consideration. Payment shall be made within thirty days after approval of the application for payment by the City.

An amount of 95 percent (95%) of the estimated amount due, less any payments previously made and/or any moneys to be held will be paid to the Contractor monthly. The balance will be retained by the City until final completion of the work. Final payment will not be made until final completion and acceptance by the City of all work covered by the Contract. The Contractor agrees that he will indemnify and save the City harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers, and assignees.

6. SCOPE OF WORK

The work to be completed under this Contract includes approximately 575 linear feet of concrete sidewalk, sections of granite curbing, minor drainage improvements, installation of two retaining walls, and installation of decorative light pole foundations and conduit.

The City reserves the right to decrease the Scope of Work to be done under this Contract, select bid or alternate items in its best interest, or to omit any work in order to bring the cost within available funds. Exercise by the City of the above rights shall not constitute any grounds or basis of claim for damages or for anticipated profits on work omitted.

7. SCHEDULE AND TIME OF COMPLETION

Attention of the Bidder is directed to the time provision for completion of work under the Contract, which requires that all work be completed within 90 calendar days from notice to proceed.

Prior to the start of construction, the Contractor shall prepare and submit a sequence of construction for approval by the Engineer.

8. LIQUIDATED DAMAGES

The Contractor will proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood and agreed by and between the Contractor and the City that the contract items for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the contract times, or extension of time granted by the City, then the Contractor and his sureties shall be liable for and shall pay to the City for each and every calendar day that he shall be in default in completing any given assignment in the time stipulated above, the sum of \$500.00. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages which the City will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof.

The City shall have the right to deduct the amount of any such damages from any moneys due the Contractor under this Contract.

9. PAYMENT OF WAGES

A copy of the minimum state wage rate schedule issued by the State of Connecticut Labor Department is included in the Project Manual. Said wage rate schedules shall, at all times, be posted at a conspicuous location on the project site.

The Contractor is cautioned that wage rates are continually changing and he shall ensure himself that the enclosed schedules contained herein or otherwise posted are the latest issue, this being his responsibility.

10. FAIR EMPLOYMENT PRACTICES

The successful Contractor shall agree that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him in compensation or ill terms, conditions, or privileges of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes "Unfair Employment Practices."

11. SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations including, but not limited to, the Department of Labor and Office of Safety and Health Administration regulations and suggested practices.

12. LINES, GRADES, AND MEASUREMENTS

The controlling lines and grades shall be as shown on the Contract Drawings. Additional batter boards, lines, grades and forms shall be furnished and set by the Contractor if he through willfulness or carelessness removes, or permits to be removed, any reference marks establishing said controlling lines and grades, before the performance of the work requires such removal. The replacement of such reference marks shall be at the Contractor's expense.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the Specifications.

During the performance of the work, he shall make all necessary measurements to prevent misfitting in said work and be responsible therefore for the accurate construction of the entire work.

13. PUBLIC ACCESS

Public roads, including driveways, sidewalk and crossings shall remain passable while work is in progress. Maintain safe access for all vehicles and pedestrians throughout the limits and duration of the work. Secure the project site at end of work day.

14. UTILITIES

Utilities may be located within the area and may be adjacent to the construction work.

The Contractor shall make all the necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the areas of construction and he shall take all necessary precautions to avoid damage to existing utilities. Any cost of temporary relocations for the Contractor's convenience shall be paid for by the Contractor.

The Contractor shall call 811: Connecticut Underground Utility Protection Plan ("Call Before You Dig"), Box 1562, New Haven, Connecticut (Telephone Toll Free: 1-800-922-4455) for notifications to utility companies prior to excavating.

15. OFF-SITE DISPOSAL

The Contractor shall load and haul any surplus or unsuitable material for disposal at a disposal site provided by the Contractor at his cost.

16. PERFORMANCE OF WORK

The Contractor will be responsible for providing all services necessary to perform the work shown on the plans or described in the specifications.

17. HOURS OF OPERATION

The Contractor shall limit his operations to the hours defined in Section 1.08 – Prosecution and Progress and Item No. 0971001A – Maintenance and Protection of Traffic included in the Project Manual.

18. PROJECT AS-BUILT DRAWINGS

The Contractor shall prepare and maintain a set of drawings on which shall be recorded accurately, as the work progresses, the actual "as built" locations and dimensions of all Contractor work, indicating thereon all variations from the Contract Drawings. Prior to final acceptance, all "as-built" data shall be transferred into digital AutoCAD 2020 format files provided to the City. All geographic data must be submitted in a standard real-world coordinate system. Polygons must be snapped closed at nodes and lines must snap to one another at nodes. All data must be thematically organized. There must be separate layers for curbing, sidewalk, road edges, road centerlines, buildings, gas, water and sewer mains, hydrants, driveways, lighting, etc. Features which contain a third dimension or elevation data (z value) must have the elevation value within the attribute data and must be part of the feature (polyline). Text must be placed in separate layers. Features must not be erased in order to accommodate the placement of text. Text layers must be thematically separate, meaning that text associated with hydrography should be placed on a single layer, while text pertaining to a parcel's ID number should be placed on yet another separate layer. Features, which cross map sheets, must precisely match each other at the join line between the sheets; edge matching must be seamless. The as-built drawings shall be included in Item No. 0980001– Construction Staking.

19. SAMPLES

The Contractor shall make available all materials samples required by the contract. The inspection staff shall perform material sampling and deliver to the appropriate party for testing.

20. VISITS TO SITE

Replace the entire section under Visits to Sites in the General Conditions with the following:

The Engineer or his representative shall be on the site full-time to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with Contract Documents.

21. CHANGES AND EXTRA WORK

Replace the entire section under Contractor's Fee in the General Conditions with the following:

The Engineer shall have the power and without notice, or approval of Surety, to alter and change the line, grade, plan, form, position, dimension or material of or for the work herein contemplated, or any part thereof, in a manner not inconsistent with the general layout or project. This may be done either before the signing of the Contract or after starting of the work, or the Engineer may order in writing any extra work which may be deemed necessary in connection with the work. The Engineer may increase or decrease the unit quantities in the Proposal. If such alteration diminishes the quantity of work to be done, it shall not be a basis for a claim for payment for damages for anticipated profits not received. An increase shall be paid for according to work actually done and at the prices established for such or like work in the Contract or, in case no such price is established, then at actual reasonable cost as determined by the Engineer and the Contractor, as Lump Sum or Unit Prices as mutually agreed to before starting work or at actual cost plus as agreed to.

For work done under "Cost Plus", the compensation shall be as follows:

- a) Monies actually paid for labor and foreman as required and as shown on the payroll plus 15% to cover insurance, taxes, social security, etc.
- b) Actual cost for material used on job.
- c) Power operated equipment as set forth in the equipment schedule applying to like jobs.
- d) If equipment rental rates are agreed to, no percentage shall be added to these amounts.
- e) Full payment shall be the sum of the above items which apply plus 15% for overhead and profit. Any extra work by a subcontractor will be computed as above specified with 10% overhead and profit for the General Contractor.

22. TEST AND INSPECTIONS

Replace paragraphs 1, 2 and 3 under Test and Inspections in the General Conditions with the following:

Testing of materials and inspection will be performed by the City's inspection staff. The Contractor shall give the Engineer or his representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The City shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the contract documents.

23. SCHEDULE OF VALUES

Schedule of values are not required for this project.

**EAST MAIN STREET
ROADWAY IMPROVEMENT
PROJECT
ANSONIA, CT**

**SECTION 02
BID DOCUMENTS**

**EAST MAIN STREET ROADWAY
IMPROVEMENT PROJECT**

ANSONIA, CT

BID FORM

Must Be Submitted in One Original and One Copy.

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that he/she has carefully examined all the Contract Documents as prepared by VHB, Inc., 100 Great Meadow Road, Suite 200, Wethersfield, CT 06109 and dated April 1, 2021 that he/she has informed themselves fully in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

All bids shall remain open for 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids, the undersigned will within seven days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees the Contract Time shall commence ten (10) days following the effective date of the Agreement, and to fully complete the Work within 90 days and in accordance with the terms as stated in the Agreement.

The undersigned further agrees to pay OWNER, as liquidated damages, \$500.00 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

If additional work is required change order overhead and profit amounts shall be: in accordance with Section 1.09.04 of the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818.

The undersigned acknowledges receipt of addenda numbered:

1 _____ 2 _____ 3 _____

In accordance with the above understanding, the undersigned proposes to perform the Work as described in the Contract Documents, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the unit prices and lump sums listed as follows:

Bid Submitted by:

NAME OF BIDDER _____

ADDRESS _____

BY: _____

Print or type name

Title

Signature: _____ Date: _____

Telephone: _____ Fax: _____ E-Mail: _____

Offer: The undersigned, having become thoroughly familiar with all conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, equipment and services required for East Main Street Roadway Improvement Project, Connecticut, as listed below all in strict accordance with the drawings and specifications dated April 1, 2021.

The Unit Price quantities are estimated and if actual quantities are found to be less than the estimated amounts, there shall be no additional compensation for any loss on the part of the Contractor.

Bids: I will furnish all labor, materials, equipment and services necessary to perform the work required by the work required by the bid documents and will take in full payment therefore the lump sum and unit prices of:

CITY OF ANSONIA, CONNECTICUT
PROPOSAL FORM

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
MAIN STREET TO KINGSTON DRIVE



ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0201001	1	LS	CLEARING AND GRUBBING at _____ dollars and _____ cents per lump sum	\$	\$
0202000	758	CY	EARTH EXCAVATION at _____ dollars and _____ cents per cubic yard	\$	\$
0202452A	2	EA	TEST PIT at _____ dollars and _____ cents per each	\$	\$
0202529	286	LF	CUT BITUMINOUS CONCRETE PAVEMENT at _____ dollars and _____ cents per linear foot	\$	\$
0219001	50	LF	SEDIMENTATION CONTROL SYSTEM at _____ dollars and _____ cents per linear foot	\$	\$
0219011A	5	EA	SEDIMENT CONTROL SYSTEM AT CATCH BASIN at _____ dollars and _____ cents per each	\$	\$

CITY OF ANSONIA, CONNECTICUT
PROPOSAL FORM

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
MAIN STREET TO KINGSTON DRIVE



ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0304002	33	CY	PROCESSED AGGREGATE BASE at _____ dollars and _____ cents per cubic yard	\$	\$
0406171	22	TON	HMA S0.5 at _____ dollars and _____ cents per ton	\$	\$
0406236	5	GAL	MATERIAL FOR TACK COAT at _____ dollars and _____ cents per gallon	\$	\$
0586001.10	1	EA	TYPE "C" CATCH BASIN - 0' - 10' DEEP at _____ dollars and _____ cents per each	\$	\$
0586500.10	1	EA	MANHOLE at _____ dollars and _____ cents per each	\$	\$
0601651A	1	LS	RETAINING WALL (SITE NO. 1) at _____ dollars and _____ cents per lump sum	\$	\$

CITY OF ANSONIA, CONNECTICUT
PROPOSAL FORM

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
MAIN STREET TO KINGSTON DRIVE



ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0601652A	1	LS	RETAINING WALL (SITE NO. 2) at _____ dollars and _____ cents per lump sum	\$	\$
0686716.10A	80	LF	10" DUCTILE IRON PIPE - 0' - 10' DEEP at _____ dollars and _____ cents per linear foot	\$	\$
0813001A	220	LF	5" GRANITE STONE CURBING at _____ dollars and _____ cents per linear foot	\$	\$
0813011A	30	LF	5" GRANITE CURVED STONE CURBING at _____ dollars and _____ cents per linear foot	\$	\$
0912503	105	LF	REMOVE METAL BEAM RAIL at _____ dollars and _____ cents per linear foot	\$	\$
0909501A	156	LF	TIMBER BEAM RAIL at _____ dollars and _____ cents per linear foot	\$	\$

CITY OF ANSONIA, CONNECTICUT
PROPOSAL FORM

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
MAIN STREET TO KINGSTON DRIVE



ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0913022	103	LF	8' CHAIN LINK FENCE WITH BARBED WIRE at _____ dollars and _____ cents per linear foot	\$	\$
0913222	106	LF	REMOVE 8' CHAIN LINK FENCE at _____ dollars and _____ cents per linear foot	\$	\$
0921001A	4776	SF	CONCRETE SIDEWALK - 5" at _____ dollars and _____ cents per square foot	\$	\$
0921005A	500	SF	CONCRETE SIDEWALK RAMP at _____ dollars and _____ cents per square foot	\$	\$
0921039	4	EA	DETECTABLE WARNING STRIP at _____ dollars and _____ cents per each	\$	\$
0922500	147	SY	BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL) at _____ dollars and _____ cents per square yard	\$	\$

CITY OF ANSONIA, CONNECTICUT
PROPOSAL FORM

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
MAIN STREET TO KINGSTON DRIVE



ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0949000	4	SY	WOOD CHIP MULCH at _____ dollars and _____ cents per square yard	\$	\$
0944000A	50	SY	FURNISHING AND PLACING TOPSOIL at _____ dollars and _____ cents per square yard	\$	\$
0949355	1	EA	PRUNUS SERRULATA AMANOGAWA CHERRY 2 1/2" - 3" CAL. at _____ dollars and _____ cents per each	\$	\$
0950005A	50	SY	TURF ESTABLISHMENT at _____ dollars and _____ cents per square yard	\$	\$
0970006	9000	EST	TRAFFICPERSON (TOWN POLICE OFFICER) at _____ dollars and _____ cents estimated	\$9,000.00	\$9,000.00
0970007	694	HR	TRAFFICPERSON (UNIFORMED FLAGGER) at _____ dollars and _____ cents per hour	\$	\$

CITY OF ANSONIA, CONNECTICUT
PROPOSAL FORM

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
MAIN STREET TO KINGSTON DRIVE



ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0971001A	1	LS	MAINTENANCE AND PROTECTION OF TRAFFIC at _____ dollars and _____ cents per lump sum	\$	\$
0975004	1	LS	MOBILIZATION AND PROJECT CLOSEOUT at _____ dollars and _____ cents per lump sum	\$	\$
0980001	1	LS	CONSTRUCTION STAKING at _____ dollars and _____ cents per lump sum	\$	\$
1002121A	8	EA	ORNAMENTAL LIGHT POLE FOUNDATION (INSTALL ONLY) at _____ dollars and _____ cents per each	\$	\$
1008015	10	LF	2" RIGID METAL CONDUIT - SURFACE at _____ dollars and _____ cents per linear foot	\$	\$
1008016A	25	LF	2" RIGID METAL CONDUIT - SURFACE (FURNISH ONLY) at _____ dollars and _____ cents per linear foot	\$	\$

CITY OF ANSONIA, CONNECTICUT
PROPOSAL FORM

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
MAIN STREET TO KINGSTON DRIVE



ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1008127	565	LF	2" POLYVINYL CHLORIDE CONDUIT IN TRENCH at _____ dollars and _____ cents per linear foot	\$	\$
1208931A	65	SF	SIGN FACE - SHEET ALUMINUM - (TYPE IX RETROREFLECTIVE SHEETING) at _____ dollars and _____ cents per square foot	\$	\$
1208938A	1	EA	PROJECT SIGN at _____ dollars and _____ cents per each	\$	\$
1210101	4127	LF	4" WHITE EPOXY RESIN PAVEMENT MARKINGS at _____ dollars and _____ cents per linear foot	\$	\$
1210102	976	LF	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS at _____ dollars and _____ cents per linear foot	\$	\$
1210105	364	SF	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS at _____ dollars and _____ cents per square foot	\$	\$

CITY OF ANSONIA, CONNECTICUT
PROPOSAL FORM

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
MAIN STREET TO KINGSTON DRIVE



ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1211001	846	SF	REMOVAL OF PAVEMENT MARKINGS at _____ dollars and _____ cents per square foot	\$	\$

CITY OF ANSONIA, CONNECTICUT
PROPOSAL FORM

EAST MAIN STREET ROADWAY IMPROVEMENT PROJECT
MAIN STREET TO KINGSTON DRIVE



Total Proposal: \$	
The total amount of this Total Proposal at _____ dollars and _____ cents	Add up all values in the "Amount" column and insert the total here and as your Total Proposal

"Unit price" amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy between "unit price" and "extended price", the unit price will govern.

Attached hereto is:

**Statement of Bidder's Qualifications
Non-Collusion Affidavit of Prime Bidder
Form of Surety Guarantee and Bid Bond**

Receipt of Addenda is Acknowledged:

No: _____ **Dated:** _____

No: _____ **Dated:** _____

I, _____ certify that I am the
_____ of the corporation named as Bidder in the Bid Form; that
_____ who signed said Bid Form on
behalf of the Bidder is _____ of the said corporation; that
I know his signature; that his signature thereto is genuine, and that said Bid form was duly signed, sealed,
and executed for and in behalf of said corporation by authority of its governing body.

Date _____
Secretary-Clerk
Corporate Seal

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically
rejected.

**EAST MAIN STREET ROADWAY
IMPROVEMENT PROJECT**

ANSONIA, CT

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This Statement must be notarized. The Bidder may submit any additional information he desires.

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____ President: _____
4. If a corporation, where incorporated: _____ Treasurer: _____
5. How many years have you been engaged in contracting under your present firm or trade name: _____
6. List other Contracts on Hand: _____

7. General Character of work performed by you: _____

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

9. Have you ever defaulted on a contract? If so, where and why? _____

10. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed _____

11. List your major equipment available for this Contract: _____

12. Background and experience of the principal members of your organization including the officers: _____

13. Provide the License Numbers for all applicable or required trades:

Contractor License No. _____ Electrician License No. _____

14. Give bank references: _____

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Ansonia: _____

16. List company, corporation or firm names under which the principal members conducted business in the past.

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Ansonia, Connecticut in verification of the recitals comprising this Statement of Bidders Qualifications.

Dated at _____ this _____ day of _____, 20____.

(Name of Bidder)

By: _____

Title: _____

State of _____

County of _____

_____ being duly sworn deposes and says that he is
_____ of _____ and that the answers to the
foregoing questions and all statements therein contained are true and correct.

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

Notary Public

My commission expires _____ 20 ____.

**EAST MAIN STREET ROADWAY
IMPROVEMENT PROJECT
ANSONIA, CT**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes
and says that:

- (1) He is (owner, partner, officer, representative or agent) of _____ the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest,, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price or any other bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Ansonia or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

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

(Notary Public)

My Commission expires _____, 20 ____.

END OF SECTION

ANSONIA, CT

(Shall accompany proposal)

(Name of Surety Company) .

and licensed to do business in the State of _____ certifies and agrees

is awarded to - _____
(Name of Bidder)

(Surety)

The form is required regardless if the surety provided with the bid is a Bid Bond or a Certified Check.

Should a bid be offered with a check as surety without said official form, such bid shall be rejected.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
(Name of Principal)
as Principal, and _____ as Surety, are held and

(Name of Surety)

firmly bound unto the CITY OF ANSONIA, CONNECTICUT hereinafter called the "Owner", in

the penal sum of _____ DOLLARS, (\$ _____)

lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted
the Accompanying Alternate Bid dated _____ 20_____
for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the Period specified therein after
the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and
shall within the period specified therefore, or if no period be specified, within ten (10) days after the
prescribed forms are presented to him for signature, enter into a written Contract with the Owner in
accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be
required, for the faithful performance and proper fulfillment of such Contract; or in the event of the
withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such
bond within the time specified, if the Principal shall pay the Owner the difference between the amount
specified in said Bid and the Amount for which the Owner may procure the required work or supplies or
both, if the latter be in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such
of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be
signed by their proper officers, the day and year first set forth
above.

_____(L.S)
Principal

Surety

SEAL

By: _____

Bid Bond

In presence of:

(Individual Principal) _____(Seal)

(Business Address)

(Partnership) _____(Seal)

By _____

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

Affix Corporate Seal

By: _____

Attest:

(Corporate Surety)

(Business Address)

Countersigned

Affix Corporate Seal _____

By: _____
Attorney-in-Fact, State of _____

(Power of Attorney for person signing for surety company must be attached to bond)

Bid Bond

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

_____ Secretary of the Corporation named as Principal in the within bond,

that _____ who signed the said bond on

behalf of the Principal was then _____ of said Corporation; that I know his signature thereto is genuine, and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Title)

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company, and the power-of-attorney for the surety company's attorney-in-fact, authorized to act within the State of Connecticut.)

END OF BID BOND

**EAST MAIN STREET
ROADWAY IMPROVEMENT
PROJECT
ANSONIA, CT**

**SECTION 03
POST AWARD FORMS**

**EAST MAIN STREET ROADWAY
IMPROVEMENT PROJECT**

ANSONIA, CT

AGREEMENT

THIS AGREEMENT, made by and between the City of Ansonia (hereinafter designated as City), a municipal corporation located within the County of New Haven and State of Connecticut and

_____ (herein after designated as Contractor), whose principal place of business is located at _____, acting herein by _____, its _____, duly authorized and empowered so to act:

WITNESSETH

1. That said Contractor, for and in consideration of the promises and undertakings of the City as hereinafter set forth, does hereby promise and agree with the said City that the Contractor will furnish and deliver **East Main Street Roadway Improvement Project** in accordance with the specifications prepared for such purpose, which specifications are contained in the **Project Manual and Contract Drawings** dated **April 1, 2021**, and incorporated into and made a part of this contract. The schedule of performance by Contractor is as follows:
See **Bid Form**.

1. The City, in consideration of the faithful performance of the promises, undertakings and agreements by the Contractor, does hereby promise and agree that it will pay Contractor the sum of \$_____, payment to be made, _____, and after acceptance of the work by _____.

2. The service and work contemplated under this contract shall be completed on or before _____.

3. The City may at any time, and for any reason, direct the discontinuance of the services and work of Contractor for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction or upon such other date as the City may thereafter specify in writing. The period during which such work shall have been

discontinued shall be deemed added to the time for performance. The issuance of such direction shall not give rise to any claim against the City.

4. The City may at any time and for any reason terminate this contract by written notice specifying the date of termination, which shall be not less than seven (7) days from the date upon which such notice is given. In the event of such termination, services shall be paid for by the City in such amount as shall compensate the Contractor for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor. Such termination shall not give rise to any claim against the City in addition to the compensation provided for in this paragraph.
5. It is mutually agreed and understood by the parties hereto that no payment shall be made at any time unless the terms and conditions of said specifications have been fully complied with; but no payment made under this contract shall be construed as evidence of complete compliance with the terms and conditions hereof, including specifications.
6. The Contractor shall not assign this contract nor any right or responsibility hereunder, nor employ any subcontractor for the completion of performance due under this contract or any part thereof without the prior written consent of the City; however, no such consent shall operate to release the Contractor from any obligation or liability hereunder, or modify the obligations or liabilities of the Contractor to the City.
7. If at any time there shall be reasonable grounds to believe that there exists any lien or claim for which, if established, the City may become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then or to come due an amount sufficient completely to satisfy any such lien or claim; and if the City should become aware of any such lien or claim after all payments have been made to Contractor or after there remains due to Contractor an amount insufficient to satisfy such lien or claim, the Contractor shall refund to the City money sufficient to satisfy such lien or claim.
8. The acceptance by the Contractor of any final payment made under or upon termination of this contract shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, his successor or assigns, have or may have against the City.

9. The Contractor shall protect and save harmless the City from and against any and all claims, demands or causes of action directly or indirectly or arising out of bodily injury, death or damage or destruction of or loss to property which is claimed to be due in any way to the fault of the Contractor or anyone employed by him.
10. The Contractor shall at its expense, maintain during the life of this contract liability insurance coverage of not less than _____; and shall, before commencing the work, furnish City a certificate of insurance evidencing such coverage, which shall include for notice of cancellation, lapse or amendment to be given to the City at least thirty (30) days prior to the date of its effective action; and the City shall be named in such policy as an additional insured.
11. In the event the Contractor is a non-resident of this State of Connecticut, the Contractor agrees to deposit with the Connecticut Commissioner of Revenue Services a sum equivalent to three percent (3%) of the total amount to be paid under the contract, or to furnish said Commissioner with a guarantee bond satisfactory to said Commissioner in a sum equivalent to three percent (3%) of such total amount, to secure payment of the tax payable with respect to tangible personal property consumed or used pursuant to or in the carrying out of such contract; and shall obtain a certificate from the Commissioner of Revenue Services that these requirements have been met (Sec. 12-430(7)(a) of the Connecticut General Statutes).
12. If this contract is for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project, the following provision applies: The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein to be contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Sec. 31-53(h) of the Connecticut General Statutes, shall be a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Ansonia. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday. This provision, however, shall not apply where the total cost of all work to be performed by contractors and subcontractors in connection with new construction is less than four hundred thousand dollars, or where the total cost of all work to be performed by contractors and

subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair is less than one hundred thousand dollars. Sec. 31-53(a) and (g) of the Connecticut General Statutes.

13. For the purposes of paragraph 13 above, the prevailing wage rates are fixed by the Connecticut Labor Commissioner. The Contractor shall abide by the most recent wage schedule as of the date of this contract.

14. If this contract is for an amount exceeding one thousand dollars for the construction, alteration or repair of any public building or public work and a payment bond is required by Sec. 49-41 of the Connecticut General Statutes; the following provisions shall apply:

- (1) The Contractor, within thirty days after payment by the City, shall pay any amounts due any subcontractor whether for labor or materials, when the same have been included in a requisition submitted by the Contractor and paid by the City;
- (2) The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors within thirty days after such subcontractor received a payment from the Contractor which encompasses labor or materials furnished by each subcontractor. Sec. 49-41a(a) of the Connecticut General Statutes.

15. If this contract is for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repairs of any public works project, the Contractor shall furnish, before entering into this contract:

- (1) sufficient evidence of compliance with the worker's compensation insurance and self-insurance requirements of subsection (b) of Sec. 31-284 of the Connecticut General Statutes; and
- (2) a current statement from the Treasurer of the State of Connecticut that, to the best of his knowledge and belief, as of the date of the statement, the Contractor was not liable to the State for any worker's compensation payments made pursuant to Sec. 31-355 of the Connecticut General Statutes.

For the purpose of this section "sufficient evidence" means:

- (a) a certificate of self-insurance issued by a worker's compensation commission pursuant to Sec. 31-284 of the Connecticut General Statutes;

- (b) a certificate of compliance issued by the insurance commissioner pursuant to Sec. 31-286 of the Connecticut General Statutes; and
- (c) a certificate of insurance issued by any stock or mutual insurance company or mutual association authorized to write worker's compensation insurance in the State of Connecticut or its agents.

16. The Contractor shall protect, defend, and save harmless the City and all of its officers, agents, servants, and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries, damages, or losses sustained by any person or property in consequence of the use of materials incorporated in the work or on account of any act or omission, neglect or misconduct of the Contractor, his agents, officers, servants, employees or subcontractors, in the performance of the contract or on account of any claim for patent, tradework, or copyright infringement; and the certificate of liability insurance shall include this clause in the provision thereof.
17. This contract shall be construed in accordance with the Laws of the State of Connecticut, and the Charter and ordinances of the City of Ansonia.
18. This contract shall be of no force and effect unless the City Controller has certified hereon that funds are available to pay for the work or services contemplate, and that any required bonds have been executed and are on file in the Office of the Controller.
19. This contract shall be of no force and effect unless certified by the City Attorney, or his designee, as approved as to correctness of form.
20. The said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF: THE CITY OF ANSONIA, acting herein by its Mayor, and the Contractor, acting herein by _____, its _____, duly authorized, have subscribed their names to this agreement this _____ day of _____ 2021.

THE CONTRACTOR

(Full Business Name)

BY _____
(Name and Office)

Witness: _____

THE CITY OF ANSONIA

BY _____
, Mayor

Witness: _____

Funds are available for the services herein contained by
against

Account No.

Date _____
Controller

This contract is approved as to correctness of form.

Date _____
City Attorney

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor shall, within seven (7) days from the date of the Notice of Award, furnish the City of Ansonia with a PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at anytime a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any other justifiable cause, the Contractor shall, within seven (7) days after notice from the City of Ansonia to do so, substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized office, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Ansonia (and others as appropriate) as ADDITIONAL INSURED. If said documents are not received by the City of Ansonia within seven (7) days from the date of Notice of Award, the City of Ansonia reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal hereinafter called contractor and

(here insert full name and address or legal title of Surety)

As Surety, hereinafter called Surety, are held and firmly bound unto

(here insert full name and address or legal title of Owner)

As Obligee, hereinafter called Owner, in the amount of

Dollars \$ _____

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____ 20____, entered into a contract with Owner for East Main Street Roadway Improvement Project, Ansonia, Connecticut

(here insert full name, address and description of project)

In accordance with Drawings and Specifications prepared by VHB, Inc., 100 Great Meadow Road, Suite 200, Wethersfield, CT 06109.

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

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor, shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default of a succession of

defaults, under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

Signed and sealed this

day of

20

(Witness)

(Principal)

(Title)

(Surety)

(Witness)

(Title)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and

(here insert full name and address or legal title of Surety)

As Surety, hereinafter called Surety, are held and firmly bound unto

(here insert full name and address or legal title of Owner)

As Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ **Dollars \$**_____

For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____ 20____, entered into a contract with Owner for East Main Street Roadway Improvement Project, Ansonia, Connecticut.

In accordance with Drawings and Specifications prepared by VHB, Inc., 100 Great Meadow Road, Suite 200, Wethersfield, CT 06109, Inc. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelop addressed to the Principal Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

20

(Witness)

(Witness)

(Principal)

(Title)

(Surety)

(Title)

**EAST MAIN STREET
ROADWAY IMPROVEMENT
PROJECT
ANSONIA, CT**

**SECTION 04
SPECIAL PROVISIONS**

TABLE OF CONTENTS OF SPECIAL PROVISIONS

Note: This Table of Contents has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this Table of Contents shall not be considered part of the contract.

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SPECIAL PROVISIONS

INTRODUCTION TO TECHNICAL SPECIFICATIONS

The following Technical Specifications constitute Division 02 of these Specifications:

1.1 **General:** The Contractor shall perform the work in a safe and professional manner in accordance with all Federal, State and local laws and regulations. Upon completion of the project all excess materials shall be removed and disposed in a lawful manner, and the job site cleaned of all construction articles and debris.

1.2 **Reference:** Reference is made in these Contract Specifications to Sections or Articles of the CTDOT Standard Specifications. This reference shall mean the State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges, Facilities, and Incidental Construction, Form 818, dated 2020 any subsequent Supplemental Specifications to the Standard Specifications. Reference is designated by the abbreviation CTDOT – FORM 818. The referenced Section, Article or Subarticle along with title will follow the abbreviation CTDOT – Form 818. When a particular Section, Article or Subarticle is referenced it shall mean that the entire Section or Subarticle will form a part of these technical specifications, including cross references within the Section, Article or Subarticle to other Sections, Articles, Subarticles, Materials and other references. Modifications to referenced CTDOT – Form 818 Sections and Subarticles are made in these technical specifications immediately following the reference. Modifications may include additions, deletions, corrections and changes. Copies of CTDOT Form 818 may be purchased from:

Connecticut Department of Transportation
Manager of Contracts
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

Within the CTDOT – Form 818 Standard Specifications wherever the following terms are used they shall mean, respectively:

CTDOT – Form 818 term

State, Department

Engineer

Inspector

Laboratory

Meaning Herein

Owner (City of Ansonia)

Ansonia City Engineer or his representative

Representative of City Engineer

Laboratory designated by the Engineer

GENERAL CONDITIONS

The work under this Contract consists of approximately 575 linear feet of sidewalk construction along East Main Street in the City of Ansonia.

The general limits of work are shown on the construction plans included in these contract documents. The exact limits of work will be determined by the Engineer prior to the Contractor beginning work.

The Contractor shall review and coordinate the location of all proposed improvements, and all other items that are not specifically detailed within these documents with the Engineer prior to the beginning of work. The Contractor is responsible for taking accurate measurements, as needed, of actual field conditions prior to ordering proposed materials or beginning construction.

The project includes on-street parking, concrete sidewalk, retaining walls, minor drainage and curbing improvements, installation of timber beam rail, decorative lighting, and other incidental work.

All work done under this Contract shall be in conformance with the following:

1. The State of Connecticut Department of Transportation Specifications for Roads, Bridges, and Incidental Construction Form 818, dated 2020 including all supplemental specifications thereto;
2. The latest Manual on Uniform Traffic Control Devices for Streets and Highways;
3. The State of Connecticut Department of Transportation, Catalog of Signs, dated July 3, 2019.
4. The Construction Plans;
5. These Special Provisions.

NOTICE TO CONTRACTOR – WORK SCHEDULE

The Contractor is required to submit a schedule of work to be completed to the Engineer and obtain approval from the Engineer on the schedule prior to commencing work and shall update the schedule monthly. Should construction occur at a rate different from that indicated in the approved schedule, the Contractor shall submit a revised work schedule to the Engineer for approval. At a minimum, and as applicable, the Contractor must submit this revised work schedule at the next monthly status meeting with the Engineer.

NOTICE TO CONTRACTOR – NOISE POLLUTION

The Contractor shall take measures to control the noise intensity caused by his construction operations and equipment, including but not limited to equipment used for drilling, pile driving, blasting, excavation, or hauling.

All methods and devices employed to minimize noise shall be subject to the continuing approval of the Engineer and in accordance with the City of Ansonia.

NOTICE TO CONTRACTOR – FIRE DEPARTMENT, POLICE, AND EMERGENCY MEDICAL SERVICES

The Contractor shall contact the Fire Department, Police, and Emergency Medical Services, prior to work and establish coordination necessary as to disruption of services during construction.

NOTICE TO CONTRACTOR – SAFEGUARDING OF RESIDENCES AND PEDESTRIANS

The Contractor shall maintain and protect traffic operations at all driveways and provide adequate sight lines. The Contractor shall not restrict sight lines with construction equipment when not actively working. The Contractor shall provide and maintain safe pedestrian operations on existing sidewalks or temporary bituminous walks at all times during and after construction hours. The Contractor shall provide adequate protection between work area and pedestrian sidewalk activities as directed by the Engineer.

NOTICE TO CONTRACTOR – CONSTRUCTION STAGING AREA

The Contractor shall submit for review and approval a plan and description for the proposed construction staging area. The plan and description shall be submitted to the Engineer within 7 calendar days after the Firm is awarded the contract.

The following is to be included in the plan and/or description:

- Location and type of erosion control measures (if required)
- Anti-tracking Pad location(s)
- Location and type of security fence (if required)
- Location and type of stockpiles stored on-site
- Location and type of hazardous materials stored on-site

- Location and type of equipment stored on-site
- Location and type of vehicles stored on-site
- Times and days in which construction activities will use the staging area
- Estimated number of trips in and out of the staging area
- Date the staging area will become active
- Date the staging area will be removed and returned to original conditions

NOTICE TO CONTRACTOR - EXISTING UTILITIES

Existing utilities shall be maintained during construction. The Contractor shall verify the location of underground, structure mounted and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations.

The Contractor shall notify "Call Before You Dig", telephone: 1-800-922-4455 for the location of public utility underground facilities, in accordance with Section 16-345 of the Regulations of the Department of Public Utility Control.

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

The Contractor shall notify the Engineer prior to the start of his work and shall be responsible for all coordination with the Department. The Contractor shall allow the Engineer complete access to the work.

The Contractor is hereby notified that utility work schedules will have to be accommodated prior to proceeding. The Contractor shall coordinate with the Utility Companies to accommodate his/her schedule with all utility company schedules. Any inconvenience or delay that may result from the utility company work shall be included in the contract proposal for the work.

All existing utility infrastructure must remain in service until the new facilities are acceptable to be put in service. The Contractor shall explore with the utilities this aspect of the project. This condition of serviceability applies to the work being done by the contractor for the utilities and to work that is being done under the control of the utility.

NOTICE TO CONTRACTOR - SUPPORT OF EXISTING UTILITY POLES WITHIN THE PROJECT LIMITS

The Contractor shall be aware that there may be a need to support utility poles within the project limits during excavation operations. Coordination with the appropriate pole custodian will be required by the Contractor as to means and methods of support. The Contractor shall incorporate the cost of all utility pole support within the cost of the project. There will be no direct payment associated with this item.

NOTICE TO CONTRACTOR – TEMPORARY ACCESS TO AREA MERCHANTS, BUSINESSES, AND RESIDENCES

Access to all businesses and residences must be maintained at all times.

The Contractor shall coordinate his/her work, provide safe and ready means of ingress and egress to all stores and shops, public and private professional offices, and any other businesses or residences in the project area, both day and night, for the duration of the project. As required by the Engineer, the Contractor shall install and maintain temporary ramps at driveways. The cost of installing, maintaining, and removing the temporary ramps shall be in accordance with Section 4.06.

The Contractor shall provide each abutter a minimum of 24-hour notice prior to beginning construction on private driveway entrances.

NOTICE TO CONTRACTOR - COORDINATION OF WORK

The Contractor shall coordinate his/her work with any utility companies and other contractors working within the project area.

NOTICE TO CONTRACTOR – FINAL ROADWAY GRADES

The Contractor shall ensure that the final grades of the roadway and adjacent topography provides positive drainage. The work involved in establishing the final roadway grades shall be included in the lump sum price for Construction Staking.

NOTICE TO CONTRACTOR – SHOP DRAWINGS

The Contractor shall submit electronic copies (adobe acrobat) of all shop drawings to the Engineer for review and approval prior to ordering or installing the items in accordance with Section 1.05.02 – Plans, Working Drawings and Shop Drawings of Form 818 dated 2020.

NOTICE TO CONTRACTOR – SAWCUTS

Existing pavement to remain shall be sawcut at all openings for utility work, for new or reset curb, and at all joints with proposed full-depth hot mix asphalt pavement and sidewalk, as shown on the plans or as directed by the Engineer.

NOTICE TO CONTRACTOR – PROPERTY BOUNDS

The Contractor shall exercise due care when working around all property bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and/or realigned by a CT-licensed land surveyor as directed by the Engineer at the Contractor's expense.

NOTICE TO CONTRACTOR – QUALITY OF WORK

It is the Contractor's responsibility to perform the work of this Contract in accordance with the contract plans and specifications and as directed by the Engineer. The City reserves the right to withhold payment for any quantity of work which, in the opinion of the Engineer and/or the City, does not meet the contract requirements. Any and all improvements, or parts thereof, constructed as part of this contract, which in the Engineer and/or the City's opinion, do not conform to the contract plans and specifications and has resulted in an unacceptable product, will not be measured for payment until corrected by the Contractor at the Contractor's own expense.

Upon receiving notification from the City that such work has been identified as unacceptable, the Contractor shall immediately proceed to either repair or remove and replace the unacceptable work as directed by the Engineer and/or the City.

When, in the opinion of the Engineer and/or the City, the corrective work has been completed and accepted, the original pay items will be measured for payment.

NOTICE TO CONTRACTOR – TREE REMOVAL

If it is necessary to remove any trees within the project limits, the Contractor is required to contact the City's Tree Warden prior to any removal. The Contractor will be responsible for flagging all public trees to be removed. The Engineer will then review the trees to insure conformance to the plans. The City will then post the trees, with a 10-day notice/waiting period required. If the tree removal is protested, an appeal process with a Public Hearing will be held prior to the tree removal.

NOTICE TO CONTRACTOR – POLICE SERVICES

The Contractor shall be responsible for contacting the City of Ansonia Police Department Safety Officer and coordinating and requesting the necessary Police Services. The Contractor shall provide the City the schedule for review at least once a week.

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents and in accordance with Section 1.20-1.05.02 – Shop Drawings, Product Data, Product Sample and Quality Assurance Submittals of Form 818.

NOTICE TO CONTRACTOR - VEHICLE EMISSIONS

All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

The Contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.

Idling of delivery and/or dump trucks, or other equipment shall not be permitted during periods of non-active use, and it should be limited to three minutes in accordance with the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed “to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

- (i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
- (ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
- (iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,
- (iv) To bring the mobile source to the manufacturer’s recommended operating temperature,
- (v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F),
- (vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or
- (vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation.”

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed in close proximity (less than 50 feet (15 meters)) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to the Engineer for review and all comments are addressed prior to the commencement of any extensive construction work in close proximity (less than 50 feet (15 meters)) to sensitive receptors. The mitigation plan must address the control of vehicle emissions from all vehicles and construction equipment.

If any equipment is found to be in non-compliance with this specification, the Contractor will be issued a Notice of Non-Compliance and given a 24 hour period in which to bring the equipment into

compliance or remove it from the project. If the Contractor then does not comply, the Engineer shall withhold all payments for the work performed on any item(s) on which the non-conforming equipment was utilized for the time period in which the equipment was out of compliance.

Any costs associated with this “Vehicle Emissions” notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The Contractor’s compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – “Claims”.

NOTICE TO CONTRACTOR – SIGN INVENTORY

Prior to the commencement of construction, the Contractor and the Engineer shall conduct a joint inventory of signs, delineators and object markers. Signs, delineators or object markers that are knocked down or destroyed by the Contractor during the construction of the project shall be replaced by the Contractor at no cost to the City of Ansonia.

NOTICE TO CONTRACTOR – POTENTIAL MODIFIED AWARD SCHEDULE

The contractor is hereby given notice that this contract may not be awarded until all Federal and State financial approvals have been received. If all financial approvals are not received, this contract may be withdrawn and re-advertised at the discretion of the State, per section XIII of the Construction Contract Bidding and Award Manual. This shall not be the basis for any claims by any bidder.

NOTICE TO CONTRACTOR – CONTRACTOR TRAINING REQUIREMENT FOR 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

In accordance with Connecticut General Statute 31-53b and Public Act No. 08-83, the Contractor is required to furnish proof that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53, 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.

Proof of compliance with the provisions of the statute shall consist of a student course completion card issued by the federal Occupational Safety and Health Administration, or other such proof as deemed appropriate by the Commissioner of the Connecticut Department of Labor, dated no earlier than five years prior to the commencement of the project. Each employer shall affix a copy of the construction safety course completion card for each applicable employee to the first certified payroll submitted to the Department of Transportation on which the employee's name first appears.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

This section does not apply to employees of public service companies, as defined in section 16-1 of the 2008 supplement to the General Statutes, 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.

The internet website for the federal Occupational Safety and Health Training Institute is <http://www.osha.gov/fso/ote/training/edcenters>.

Additional information regarding this statute can be found at the Connecticut Department of Labor website, <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims"

NOTICE TO CONTRACTOR - PORTLAND CEMENT CONCRETE (PCC) MIX CLASSIFICATIONS

SECTIONS 6.01 and M.03 MIX CLASSIFICATION EQUIVALENCY

Sections 6.01 *Concrete for Structures* and M.03 *Portland Cement Concrete* are herein revised to reflect changes to item names and nomenclature for standard Portland Cement Concrete (PCC) mix classifications. Other Special Provisions, standard specifications, plan sheets and select pay items in this Contract may not reflect this change. Refer to the Concrete Mix Classification Equivalency Table below to associate the Concrete Mix Classifications with Former Mix Classifications that may be present elsewhere in the Contract.

Concrete Mix Classification Equivalency Table

New Mix Classification (Class PCCXXXYZ ¹)	Former Mix Classification
Class PCC03340	Class "A"
Class PCC03360	Class "C"
Class PCC04460 ²	Class "F"
Class PCC04462 ²	High Performance Concrete
Class PCC04481,PCC05581	Class "S"

Table Notes:

1. See Table M.03.02-1, Standard Portland Cement Concrete Mixes, for the new Mix Classification naming convention.
2. Class PCC04462 (low permeability concrete) is to be used for the following cast-in-place bridge components: decks, bridge sidewalks, and bridge parapets.

Where called for in the Contract, **Low Permeability Concrete** shall be used, as specified in Sections 6.01 and M.03. Please pay special attention to the requirements for Class PCC04462, including:

- Submittal of a mix design developed by the Contractor and a concrete supplier **at least 90 days prior to placing the concrete**
- Testing and trial placement of the concrete mix to be developed and discussed with the Department

The Department will not consider any requests for change to eliminate the use of Low Permeability Concrete on this Project.

SECTION 1.01 – DEFINITION OF TERMS AND PERMISSIBLE ABBREVIATIONS

Article 1.01.01 is amended as follows:

All references to Commissioner, Department, Engineer, State, and State of Connecticut anywhere within the 'Standard Specifications for Roads, Bridges, and Incidental Construction' or within the Supplemental Specifications or Special Provisions shall be interpreted to mean the City of Ansonia or a duly authorized agent of the City. Any question or ambiguity regarding any definitions shall be brought to the immediate attention of the City.

City: The City of Ansonia, party of the first part to the contract, acting directly or through its agents or employees.

Contract Unit Price: The cost per established unit for each construction item as written on the Proposal Form.

Special Conditions: Additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to this individual project.

The words “as described”, “as required”, "as permitted", "as directed", or phrases of like effect or import as used herein shall mean that the direction, requirement, permission or allowance of the Engineer is intended, and similarly the words "approved", “reasonable”, "suitable", "properly", "satisfactory", or words of like effect or import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, properly or satisfactory in the judgment of the Engineer.

SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES

Work under this item shall conform to the applicable provisions of Article 1.07.07 – Public Convenience and Safety of the Standard Specifications Form 818 amended as follows:

Add the following:

The Contractor shall provide the necessary access for emergency vehicles through the work zones to abutting properties at all times.

Sweeping and cleaning of surfaces beyond the limits of construction required for dust control or to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

The Contractor shall notify all public safety agencies at least 48 hours prior to beginning any construction operation which will provide less than an 11foot travel lane along any project roadway.

Article 1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities and Services is supplemented as follows:

Add the Following Section: "The Contractor shall coordinate his operations with the Owners of all underground or overhead utility lines within the project area. The following utilities exist or will exist within the limits of the project.

Electric Distribution – United Illuminating Company

Communication – The Southern New England Telephone Company, dba Frontier Communications of Connecticut; and WiTel Communications, LLC dba CenturyLink Communications, LLC

Cable Television – Comcast of Connecticut, Inc.

Gas – Yankee Gas Service Company dba Eversource Energy – Gas Distribution

Water – South Central Connecticut Regional Water Authority

Representatives of the various utility companies shall be allowed access to the project site at all times.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances or other facilities caused directly or indirectly by the operations of the Contractor.

The Contractor shall cooperate fully with all Utility Companies by making timely contacts with the Company representatives having jurisdiction over the facilities adjacent to the work. The Contractor shall also schedule his own activities in harmony with those of each Utility Company so as to preclude any delays in utility relocation work and forestall any possibility of interruption of the service. The following is a listing of the Utility Companies to be contacted by the Contractor:

The United Illuminating Company
180 Marsh Hill Road

Orange, CT 06477

Attention:

Mr. Fred Arnold

Project Management Engineer

203-361-7513

Email: Fred.Arnold@uinet.com

Eversource Energy – Gas Distribution

107 Selden Street, Mail Stop NUE2

Berlin, CT 06037

Attention:

Mr. David Hatfield

Lead Engineer, Gas Project Engineering

Phone: 203-592-3494

Email: David.Hatfield@Eversource.com

Frontier Communications of Connecticut

1441 North Colony Road

Meriden, CT 06450

Attention:

Ms. Lynne DeLucia

Manager – Engineering and Construction

860-967-4389

Lynne.m.anastasio@ftr.com

Comcast of Connect, Inc.

1110 East Mountain Road

Westfield, MA 01085

Attention:

Mr. Jim Bitzas

Sr. Manager of Western New England

617-279-7485

Email: jim_bitzas@cable.comcast.com

CenturyLink Communications LLC

71 Clinton Road

Garden City, NY 11530

Attention:

Mr. David Vega

Project Manager, OSP Relocations

917-207-4604

Email: David.Vega@CenturyLink.com

The South Central Connecticut Regional Water Authority

90 Sargent Drive

New Haven, CT 06511

Attention:

Mr. Larry J. Marcik, Jr. P.E.

Project Engineer

203-401-6709

Email: lmarcik@rwater.com

CTDOT Electrical

Southbury, CT 06488

Attention:

Mr. Mark Russo

Acting District 4 Electrical Supervisor

(203)-264-9590

SECTION 1.08 - PROSECUTION AND PROGRESS

Article 1.08.04 - Limitation of Operations - Add the following:

In order to provide for traffic operations as outlined in the Special Provision "Maintenance and Protection of Traffic," the Contractor will not be permitted to perform any work which will interfere with the described traffic operations on all project roadways as follows:

On the following State observed Legal Holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

On Monday through Friday between the hours of 4:00 p.m. to 7:00 a.m.

The Contractor will not be allowed to perform any work on Saturday or Sunday.

All construction activities, including the loading and unloading of materials and equipment, shall be limited to Monday through Friday, 7:00 a.m. to 4:00 p.m.

All Roadways

The Contractor shall maintain bidirectional traffic at all times. During the allowable periods, the Contractor may restrict traffic to alternating one-way traffic operations with the use of flaggers for a length not to exceed 300 feet.

All construction activities, including the loading and unloading of materials and equipment, shall be limited to Monday through Friday, 7:00 a.m. to 4:00 p.m.

Access to local property and businesses must be maintained at all times unless prior arrangements are made with property owners or business proprietors.

Additional Lane Closure Restrictions

The Contractor will not be allowed to perform any work that will interfere with traffic operations on a roadway when traffic operations are being restricted on that same roadway, unless there is at least a one-half mile clear area length where the entire roadway is open to traffic or the closures have been coordinated and are acceptable to the Engineer. The one-half mile clear area length shall be measured from the end of the first work area to the beginning of the signing pattern for the next work area.

Article 1.08.16 - Notification for Press Releases:

The Contractor shall give the Engineer a seven (7) day advance written notice of proposed changes in construction activities that will alter traffic patterns that result in lane shifts, detours, temporary closures of lane(s), permanent closures of lane(s), or lane reductions. This advance notification will allow the City to publish news releases and/or provide public radio announcements to inform the public of revised traffic patterns or possible traffic delays. Failure of the Contractor to provide such timely notice shall be considered a breach of contract and will subject the Contractor to stop work orders until such time as the seven (7) day notice has been received.

ITEM #0202452A – TEST PIT

DESCRIPTION

The work covered under this item includes furnishing all labor, equipment, materials, and incidentals necessary to perform all operations in connection with excavating and backfilling by machine and/or by hand, exploratory test pits at locations indicated or directed by the Engineer. The purpose of the test pits is for locating and examining soils, groundwater, drains, pipes, rocks, utilities, structure foundations, or any other obstacles.

CONSTRUCTION METHODS

Test pit excavations shall have neat, clean-cut, and vertical sides; hand-digging shall be employed when required by the Engineer. Sawcuts shall be performed where necessary and as directed by the Engineer.

It shall be agreed that the Contractor entered into this contract with full knowledge that in any work involving excavation, operation in public highways or adjacent to other developments, obstacles, difficulties, unforeseen soil or groundwater conditions, etc., may be encountered, and that the Contractor has included in the bid and contract obligations the assumptions of the risks and costs to which such obstacles, etc., may be present.

The Contractor shall perform all work in conformance with local, state, and federal codes.

The Contractor shall dig test pits so as to ensure that underground utilities or structures are not damaged. It shall be solely the Contractor's responsibility for any damages incurred during excavation operations. Any damages shall be repaired or replaced by the Contractor to the satisfaction of the Owner, as directed by the Engineer and at the Contractor's own expense.

The Contractor shall notify the Engineer of any revealed conflicts which may require design revisions, relocations, and/or adjustments as early as possible to avoid unnecessary delays. The Engineer shall be allowed sufficient time to perform all necessary design revisions. No work shall be started within areas of conflict until so authorized.

The Contractor shall protect each pit with steel plates, other coverings, fences, barriers, or other appropriate materials as deemed necessary. Do not backfill pits until authorized. Compact backfill materials 95% to the sub-grade elevation or as otherwise directed.

The surface of test pit areas shall be restored to a condition equal or better than original as approved by the Engineer. Test pits throughout the project area are to be completed prior to beginning actual construction activities.

METHOD OF MEASUREMENT

Test pits will be measured for payment by the number of each test pit dug within the limits and to the depths as ordered and approved by the Engineer.

BASIS OF PAYMENT

Payment for “TEST PIT” shall be made at the contract unit price per each “TEST PIT,” which price shall include the excavation of all materials as required. Included in the unit price bid for Test Pits will be excavation, saw cutting, sheeting, shoring, dewatering, backfill, compacting, and all other materials, equipment, tools, labor and work incidental to or necessary for the completion of the work.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #0202452A	TEST PIT	EA

ITEM #0219011A – SEDIMENT CONTROL SYSTEM AT CATCH BASIN

Work under this item shall conform to the applicable provisions of Section 2.19 of the Standard Specifications Form 818 amended as follows:

DESCRIPTION

This work shall consist of furnishing, placing, maintaining and removing sedimentation control systems at catch basins as shown on the plans and as directed by the Engineer. Maintaining shall include the cleanout and proper disposal of accumulated sediment.

MATERIALS

Geotextile for this work shall conform to Section 7.55 and M.08.

CONSTRUCTION METHODS

Sediment Control System at Catch Basin shall be installed by the Contractor at locations shown on the plans or as directed by the Engineer in accordance with the applicable sections of Section 2.19 of the Standard Specifications and the details in the plans.

METHOD OF MEASUREMENT

This work will be measured for payment by the actual number of catch basins installed and accepted with a Sediment Control System at Catch Basin installation.

BASIS OF PAYMENT

This work will be paid for at the contract unit price each for ‘Sediment Control System at Catch Basin’ complete in place, which price shall include all materials, equipment, tools, and labor incidental to the installation, maintenance, replacement, removal and disposal of the system and surplus material. No payment shall be made for the cleanout of accumulated sediment.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #021011A	SEDIMENT CONTROL SYSTEM AT CATCH BASIN	EA

ITEM #0601651A - RETAINING WALL (Site No. 1)

ITEM #0601652A – RETAINING WALL (Site No. 2)

Description: This item shall consist of designing, furnishing and constructing a retaining wall and all incidentals necessary to complete the work in the location, at the grades, and to the dimensions and details shown on the plans.

Retaining Wall Selection: The retaining wall type shall be selected from the list of retaining walls shown on the plans. The plans may also detail a cast-in-place reinforced concrete retaining wall. The Engineer will reject any proposed retaining wall type that is not listed on the plans.

The plans will list all proprietary retaining walls that are appropriate for each Site. This list does not warrant that the walls can be designed to meet either the dimensional, structural, or geotechnical constraints at each Site.

Refer to the Department's Qualified Product List (QPL) for the current approved proprietary retaining wall and for the suppliers' contact information; no other proprietary retaining walls will be allowed. The Department's QPL can be found at:

<https://portal.ct.gov/-/media/DOT/documents/dresearch/conndotqplpdf.pdf?la=en>

NOTE: SEE THE PLANS FOR THE SPECIFIC RETAINING WALL TYPES THAT ARE ACCEPTABLE FOR EACH SITE.

On-Site Representative: A qualified and experienced representative from the retaining wall supplier shall be at the Site at the initiation of wall construction to assist the Contractor and the Engineer at no additional cost to the Department. The wall supplier's on-Site representative shall have, in the past three years, successfully installed at least three retaining walls of the height, length and complexity similar to the retaining wall(s) shown on the plans and meeting the tolerances specified herein. If there is more than one wall or more than one wall type on the plans, then this criterion will apply to the construction of the initial wall only, or the initial wall of each wall type only. After the initial wall construction, the representative shall also be available on an as needed basis, as requested by the Engineer.

Pre-Installation Meeting: A Pre-Installation meeting shall be scheduled prior to commencement of construction activity. Attendees shall include the Engineer, the Contractor (including wall construction crew chiefs), the wall Subcontractor, wall manufacturer and wall designer, or their respective representatives. No wall construction activity shall be performed until the Contractor's final submittal has been approved by the Engineer and the Pre-Installation meeting has been held.

Design: Design computations are not required for the cast-in-place wall option detailed on the plans except the Contractor shall submit working drawings and design computations, in accordance with Article 1.05.02, for any temporary earth retaining systems (TERS) necessary (included in the lump sum item)..

The submissions for proprietary retaining walls shall be treated as working drawings in accordance with Section 1.05.02.

1. Design Computations: If the Contractor chooses one of the proprietary wall options, he is fully responsible for the design, detailing and additional specifications required. The actual designer of the retaining wall shall be a qualified Professional Engineer licensed in the State of Connecticut. The designer must have designed at least three proprietary walls within the last three years.
2. Designer's Liability Insurance: The Designer of the proprietary retaining wall shall secure and maintain, at no direct cost to the Department, a Professional Liability Insurance Policy for errors and omissions in accordance with Articles 1.03.07 and 1.05.02.
3. Preliminary Submissions for Proprietary Retaining Walls: Prior to the start of fabrication or construction, the Contractor shall submit working drawings to the Engineer, which shall include, at a minimum the following:
 - a. Detailed Plans:
 - 1) Full plan view of the wall drawn to scale. The plan view must reflect the horizontal alignment and offset from the horizontal control line to the face of the wall. Beginning and ending stations, all utilities, signs, lights, etc. that affect the construction along with all property lines and easement lines adjacent to the retaining wall shall be shown.
 - 2) Full elevation view of the wall drawn to scale. Elevation views shall indicate the elevation at the top and bottom of walls, horizontal and vertical break points, and the location of finished grade.
 - 3) Typical cross sections drawn to scale including all appurtenances. Detailed cross sections shall be provided at significant reinforcement transitions such as wall ends.
 - 4) Details of all wall components and their connections such as the length, size and type of reinforcement and where any changes occur; modular component and facing details including reinforcing steel and reinforcement connections; joint material including geotextile filter location and horizontal joint compression material, etc.
 - 5) Drainage details for embankment backfill including attachment to outlets shown on plans.
 - 6) Details of any roadway drainage pipe projecting through the wall, or any attachments to the wall. Details of the treatment of drainage swales or ditches shown on the plans.
 - 7) Design parameters used along with references from latest edition of American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, including the latest interims, as specified in the plans.
 - 8) Material designations for all materials to be used.
 - 9) Detailed construction methods including a Quality Control plan. Construction Quality Control plans shall include monitoring and testing frequencies (e.g., for setting batter and maintaining horizontal and vertical control), construction restraints, and specific requirements for construction around obstructions.

- 10) Details of parapet attachments where required, along with any lighting and/or signing requirements.
 - 11) Details of architectural treatment where required.
 - 12) Details of TERS where required.
 - 13) Details of retaining wall treatment where the wall abuts other structures.
 - 14) Treatment at underground utilities where required.
 - b. Design Computations:
 - 1) Computations shall clearly refer to the applicable AASHTO LRFD Bridge Design Specifications provisions as stated on the plans.
 - 2) Documentation of computer programs including all design parameters.
 - 3) The design shall meet the criteria listed below.
 - c. Construction Specifications:
 - 1) Construction methods shall be specific to the proprietary retaining wall chosen. These specifications shall include construction limitations including vertical clearance, right-of-way limits, etc.
 - 2) Submittal requirements for materials such as certification, quality, and acceptance/rejection criteria.
 - 3) Details on connection of modular units and connection of reinforcements including assurance of uniform stress transfer.
 - 4) Any other requirements.
4. Final Submissions for Proprietary Retaining Walls: Once a proprietary retaining wall design has been reviewed and accepted by the Department, the Contractor shall submit working drawings in accordance with Article 1.05.02.
- The working drawing submission shall be made no later than 14 days after acceptance by the Department. No work shall be performed on the retaining wall until the Department has accepted the working drawings.
- Acceptance of the working drawings shall not relieve the Contractor of responsibility for the successful completion of the work.
- The Contractor's designer of the proprietary retaining wall shall review any shop drawings prepared for the fabrication of the wall. One set of full size approved shop drawings shall be submitted per Article 1.05.02-2. Working Drawings.
5. General Design Requirements:
- a. All designs for proprietary walls and TERS (if required) shall meet the requirements of the latest edition of the AASHTO LRFD Bridge Design Specifications including the latest Interims published except as noted otherwise herein.
 - b. The wall design shall follow the dimensions of the wall envelope shown on the plans.

For all proprietary walls, the top of the leveling pad or reinforced concrete toe footing shall be located at or below the bottom of the footing elevation shown on the plans. If no footing elevation is shown, the minimum wall embedment shall be 4 feet as measured to the top of the leveling pad or toe footing.

If steps at the bottom of the wall are required, they shall be kept at or below the footing elevation shown on the plans. Steps in addition to those shown on the plans will be permitted at no additional cost to the Department.

- c. The wall shall be designed to be within all property lines and easement lines shown on the plans. If additional work areas are necessary for the construction of the proprietary retaining wall, the Contractor shall be responsible for obtaining the rights from the affected property owners. Copies of these rights shall be forwarded to the Department.
- d. The top of the wall shall be at the top of the wall elevations shown on the plans. Where coping or barrier is utilized, the wall face panel shall extend up into the coping or barrier a minimum of 2 inches. The top of the face panels may be level or sloped to meet the top of the wall line noted.
- e. Cast-in-place concrete will not be an acceptable replacement for areas noted by the wall envelope, except for minor grouting of pipe penetrations and leveling required for coping or traffic barrier.
- f. The wall shall be designed for a minimum live load surcharge as specified in AASHTO LRFD Bridge Design Specifications Article 3.11.6. If there are specific live load surcharges acting on the wall, they shall also be accounted for. The minimum equivalent fluid pressure used to design the wall shall meet the requirements of AASHTO LRFD Article 3.11.5.
- g. If stated on the plans, the retaining wall shall be designed for seismic forces according to the AASHTO LRFD Bridge Design Specifications.
- h. If the wall is detailed with a concrete parapet, the top two courses of prefabricated modular walls units shall be designed to support a transverse railing load of 10 kips. The 10 kip load may be distributed over the length of the parapet section between joints, but not exceeding 20 feet. Computations that verify the stability of the top two courses of the modular units shall be submitted to the Engineer.
The detailing and reinforcement in the parapet section above the gutterline or finished grade, including any light standard attachments, shall be as shown on the plans.
- i. The wall shall be designed to accommodate all roadway drainage and drainage structures as shown on the plans.
- j. At a minimum, an underdrain system shall be provided for leading subsurface and surface water away from the backfill and outside limits of the wall.
- k. Hydrostatic Forces: Unless specified otherwise, when a design high water surface is shown on the plans at the face of the wall, the design stresses calculated from that elevation to the bottom of wall must include a 3-foot minimum differential head of saturated backfill. In addition, the buoyant weight of saturated soil shall be used in the calculation of pullout resistance.
- l. The Maximum Design Foundation Pressures for both Strength and Service Limit States shall be as shown on the plans. The foundation pressure stated assumes a uniform pressure distribution. If additional soils information is required by the Contractor's designer, it must be obtained by the Contractor at no additional cost to the Department.
- m. Backfill: The friction angle of the Pervious Structure Backfill used in the reinforced fill zone for the internal stability design of the wall shall be assumed to be 34 degrees unless shown otherwise on the plans. The friction angle of the in-situ soils shall be assumed to be a maximum of 30 degrees unless otherwise shown on the plans.
- n. Parapet and Moment Slab Design:
 - 1) General requirements for parapet and moment slab design:
Where an unyielding barrier (e.g. concrete barrier, parapet) on top of the retaining wall is warranted, the parapet and moment slab shall be designed in accordance with

the latest AASHTO LRFD Bridge Design Specifications, including the latest interim specifications and errata, amended as follows:

The parapet shall be designed and constructed of precast or cast-in-place concrete. The moment slab shall be designed and constructed of cast-in-place reinforced concrete.

Above the finished grade, the parapet dimensions, concrete and reinforcement shall meet the Department's retaining wall parapet details. Below the finished grade, the parapet shall be designed to resist the forces specified in the following table:

MASH Test Level	Parapet Height (in.)	Design Transverse Impact Force F_t (kips)	Height of Design Impact Force (in.)
TL-3	≥ 29	71	19
TL-4	36	68	25
	> 36	80	30
TL-5	42	160	35
	> 42	262	43

The structural design of the moment slab and its connection to the parapet shall resist, at a minimum, a transverse load equal to 100% of F_t . The length of the structural connection between parapet and moment slab assumed to resist transverse force F_t shall be the distance between parapet joints but not greater than 30 feet in any case.

The minimum thickness of the moment slab shall be 1 foot.

The design of the moment slab for overturning and sliding shall be based on a lateral force of 10 kips static load. The length of the moment slab assumed to resist sliding and overturning may exceed parapet joint spacing providing the slab is monolithic beneath the joints, but shall be no greater than 30 feet in any case. The moments shall be summed about the front face of the wall facing. All resistance factors shall be taken as 1.0. The internal angle of friction for the soil shall be assumed to be 34 degrees unless otherwise shown on the plans.

Minimum concrete cover for reinforcing steel shall be 2 inches for top bars and 3 inches for bottom bars.

2) Precast Concrete Parapet Alternative:

- Precast parapet sections shall be no less than 10 feet in length.
- Parapets shall include details for shear transfer between adjacent units by either concrete shear keys or steel dowels as follows:
 - Shear keys, when used, shall be monolithically cast in each parapet section or joint location. Shear keys shall be located vertically within the top 32 inches of the parapet and shall be a minimum of 24 inches in length with a tapered width between 3 and 4 inches, and a minimum interlock depth of 2 inches.
 - Steel dowels, when used, shall be, at a minimum, 14 inches long and have a 1-inch diameter at each parapet interface. The steel dowels shall be smooth and, at a minimum, number 3 bars. Steel dowels shall be located in each parapet joint and spaced approximately 1 foot apart vertically. Steel dowels

shall be positioned to project equally into each adjoining parapet section and shall be detailed to avoid impeding shrinkage and thermal movements. Bond breakers may be used with steel dowels for that purpose. Alternatively, pockets may be cast to receive steel dowels in adjacent parapet units. Pocket widths shall not exceed steel dowel diameters by more than 1/2 inch.

- Moment slabs for precast concrete parapets shall be structurally continuous throughout the overall retaining wall length. Construction joints are permitted in moment slabs.

3) Cast-in-Place Parapet Alternative:

The minimum distance between parapet joints shall be 20 feet. Expansion and contraction joints shall be placed in accordance with Section 11.6 of the AASHTO LRFD Bridge Design specifications. Expansion and contraction joints shall be located a minimum of 10 feet from the nearest edge of a catch basin. Expansion and contraction joints shall be located a minimum of 6 feet from the centerline of light standard anchorages and junction boxes. Preformed expansion joint filler, 1/2 inch thick, shall be installed at the expansion joints in the parapet.

Parapets shall include details for shear transfer between sections by way of concrete shear keys or steel dowels as follows:

- Shear keys, when used, shall be monolithically cast in each parapet section or joint location. Shear keys shall be located vertically within the top 32 inches of the parapet and shall be a minimum of 24 inches in length with a tapered width between 3 and 4 inches, and a minimum interlock depth of 2 inches.
- Steel dowels, when used, shall be a minimum of 14 inches long and have a 1-inch diameter at each parapet interface. The steel dowels shall be smooth and, at a minimum, number 3 bars. Steel dowels shall be located in each parapet joint and spaced approximately 1 foot apart vertically. Steel dowels shall be positioned to project equally into each adjoining parapet sections and shall be detailed to avoid impeding shrinkage and thermal movements. A bond breaker shall be used with steel dowels for that purpose.

Moment slabs for cast-in-place parapets shall extend to the outside face of the retaining wall as shown on the plans. Moment slabs for cast-in-place parapets shall be structurally continuous throughout the overall wall length, except for the purpose of crack control at parapet contraction and expansion joint locations, longitudinal reinforcing within 2 feet of the retaining wall face shall be discontinuous. All remaining longitudinal reinforcement in moment slabs at parapet expansion and contraction joints shall be continuous. A vertical 1 inch deep chamfer on the exposed face of the moment slab shall be provided in locations directly under parapet expansion and contraction joints. Construction joints are permitted in cast-in place moment slabs.

6. Design Requirements for Mechanically Stabilized Earth Walls: The design shall consider the internal stability of the wall mass as outlined below. The global stability of the structure, including slope stability, bearing capacity at strength and service limit states, and total and differential settlement, is the responsibility of the Department.

- a. Soil Reinforcement: The soil reinforcement shall be the same length from the bottom to the top of each wall section. The reinforcement length defining the width of the entire reinforced soil mass may vary with wall height along the length of wall. The minimum length of the soil reinforcement shall be 70% of the wall height, H, or 8 feet, whichever is greater.

The soil reinforcement shall be of sufficient length to provide for the required factored resistances for sliding, overturning and pullout loads (as designated in AASHTO LRFD Bridge Design Specifications) and shall be the minimum lengths required for external stability as recommended by the Department. Calculations of stresses, pullout factored loads and resistances shall be in accordance with the most recent AASHTO LRFD Bridge Design Specifications.

- b. Calculations for factored loads and resisting forces shall be based on assumed conditions at the end of the design life. The design life shall be 75 years unless otherwise indicated on the plans. The design of soil reinforcements shall account for section loss as outlined in the AASHTO LRFD Bridge Design Specifications. All soil reinforcement shall be hot-dip galvanized in accordance with ASTM A123.
7. Design Requirements for Prefabricated Modular Walls: The general design of the retaining wall shall be according to the AASHTO LRFD Bridge Design Specifications. The Contractor shall be responsible for internal stability aspects of wall design. The design shall consider the stability at each level of modules. The global stability of the structure, including slope stability, bearing capacity at strength and service limit states, and total and differential settlement, is the responsibility of the Department.
 - a. Infill: The maximum assumed unit weight of infill material used for overturning stability analysis shall be 100 pounds per cubic foot. If Doublewal modules are to be filled with crushed stone, the maximum assumed unit weight of the infill shall be 80 pounds per cubic foot.
 - b. Resistance Factors: The resistance factors used in the design computations shall be as specified in the AASHTO LRFD Bridge Design Specifications amended as follows: The unfactored resistance for pullout of the concrete stem for T-Walls shall be 1.5 times or greater than the unfactored loads. Shear keys shall not be included in these computations. Only resisting forces developed beyond the theoretical failure plane may be used in these computations.

Materials:

1. Cast-in Place Concrete Walls: The materials furnished and used in the work shall be those prescribed in the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, including supplemental specifications and applicable special provisions as specified in the Contract.
2. Prefabricated Modular and Mechanically Stabilized Earth Walls: Materials shall meet the following requirements, and those not listed below shall be as prescribed within the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, including supplemental specifications and applicable special provisions.
 - a. Concrete: The concrete shall meet the requirements of Section M.03 and as follows:

Concrete for all precast components shall be air-entrained, Portland cement, fine and coarse aggregates, admixtures and water. An air-entraining Portland cement or an approved air-entraining admixture shall be used. The entrained-air content shall be from 4% to 7%. The concrete shall attain a minimum 28-day strength (f_c) of 4,500 pounds per square inch. The mix design shall be furnished to the Engineer.

Concrete for footings or unreinforced leveling pads shall meet the requirements of Class PCC03340 Concrete. Class PCC04460 Concrete shall be used for cast-in-place concrete copings.

Concrete Finish: Unless otherwise indicated on the plans or elsewhere in the specifications, the concrete surface for the exposed face shall have a steel form finish. All non-exposed surfaces shall have an unformed finish which shall be free of open pockets of aggregate and surface distortions in excess of 1/4 inch.

Special Surface Treatment: If a special surface finish is proposed, before proceeding with production, a model face panel shall be provided by the fabricator for the Engineer's approval, to establish a guide and standard for the type of finish on the exposed face. This panel shall be stored at the fabricator's plant to be used for comparison purposes during production. Formed surfaces other than the exposed face shall not require a special finish.

Acceptance Criteria for Precast Components: Acceptance of precast components shall be based on the concrete strength, the soil reinforcement connection devices and the panel or module dimensions meeting the manufacturer's allowable tolerances. Any chipping, cracks, honeycomb or other defects shall be within acceptable standards for precast concrete or repaired as determined by the Engineer.

It is recognized that certain cracks and surface defects are not detrimental to the structural integrity of the precast components if properly repaired. The Engineer shall determine the need for, and proper method of, such repair and all repairs shall be approved by the Engineer prior to acceptance for use in wall construction.

Marking: The date of manufacture, production lot number, and piece-mark shall be clearly marked on the non-exposed side of each element.

- b. Reinforcing Steel: Reinforcing steel shall meet the requirements of ASTM A615, Grade 60.
- c. Attachment Devices for Prefabricated Modular Walls: All structural connectors shall be hot-dip galvanized according to the requirements of ASTM A123 (AASHTO M111). The minimum thickness of the galvanizing shall be based on the service life requirements in the AASHTO LRFD Bridge Design Specifications.
- d. Soil Reinforcing and Attachment Devices for MSE Walls:
 - 1) Soil Reinforcement: Steel strip reinforcement bands shall be hot rolled to the required shape and dimensions. The steel shall meet the requirements of ASTM A572 Grade 65 unless otherwise specified.

Welded wire fabric reinforcement shall be shop fabricated from cold-drawn wire of the sizes and spacing shown on the plans. All wire and welded wire fabric shall meet the requirements of ASTM A1064 or AASHTO M 336M/M 336. Welded wire fabric shall be galvanized in accordance with the requirements of AASHTO M 111 or ASTM A123.

All soil reinforcement and structural connectors shall be hot-dip galvanized in accordance with ASTM A123 (AASHTO M111). The minimum thickness of the galvanizing shall be based on the service life requirements as previously stated.

- 2) **Connection Hardware:** Connection hardware shall be in accordance with the details on the plans, and shall meet the requirements in the special provisions or plans. All fasteners shall be galvanized in accordance with ASTM A153 or AASHTO M 232 and shall meet the requirements of AASHTO M 164. The minimum thickness of the galvanizing shall be based on the service life requirements as previously stated.
- e. **Joint Materials:** All horizontal and vertical joints between panels shall be covered by a Geotextile (Separation-High Survivability) meeting the requirements of Subarticle M.08.01-19. The minimum width and lap shall be 12 inches. Details of installation including connection of the geotextile to coping shall be provided.
- f. **Backfill:** Backfill shall be Pervious Structure Backfill meeting the requirements of Articles M.02.05 and M.02.06. In addition, the backfill for Mechanically Stabilized Earth Walls shall meet all of the following electrochemical requirements:

PROPERTY	REQUIREMENT	TEST METHODS
Resistivity at 100% saturation	Minimum 3000 ohm-cm	ASTM G57-06 (2012) AASHTO T288
pH	Acceptable Range 5.0 – 10.0	ASTM G51-95 (2012) AASHTO T289
Chlorides	Maximum 100 ppm	ASTM D512 or D4327 AASHTO T291
Sulfates	Maximum 200 ppm	ASTM D516 or D4327 AASHTO T290
Organic Content	Maximum 1%	ASTM D2974 or AASHTO T267

- g. **Smooth Steel dowels:** Steel dowels used in parapet joints shall meet the requirements of ASTM A36 and shall be galvanized in accordance with ASTM A153.

Construction Methods:

1. **Cast-in-Place Concrete Walls:** All construction methods for cast-in-place retaining walls shall be in accordance with the detailed requirements prescribed for the construction of the appropriate component items as specified in the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction.
2. **Prefabricated Modular Walls:** All construction methods for prefabricated modular retaining walls shall be in accordance with the detailed requirements prescribed for the construction of the appropriate component items as specified in the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, with the following additional requirements:
 - a. **Inspection and Rejection:** The quality of materials, process of manufacture, and finished units shall be subject to inspection by the Engineer prior to shipment.
Modular units which have imperfect molding, honeycomb, open texture concrete, or broken corners shall be repaired to the satisfaction of the Engineer or shall be rejected. Insufficient compressive strength shall also be cause for rejection.

Modular units with special surface treatments shall be rejected if there are variations in the exposed face that deviate from the approved model as to color or texture in accordance with precast concrete industry standards.

- b. Installation: The modular units shall be installed in accordance with manufacturer's recommendations. Special care shall be taken in setting the bottom course of units to true line and grade.

The vertical joint opening on the front face of the wall shall not exceed 3/4 inch. Vertical tolerances and horizontal alignment of the wall shall not exceed 3/4 inch in 8 feet from the vertical. The plumbness of the wall from top to bottom shall not exceed 1/2 inch per 8 feet, or 1 inch total, whichever is less, measured from the face line shown on the plans. A strip of geotextile shall be installed at all vertical joints.

Assembly of the various components shall not place any undue strain or stress on any of the members that constitute the completed structure.

- c. Backfilling:

1) Doublewal:

- Infill for modular units shall be placed one course at a time, in lifts not exceeding two feet in thickness. The dry density of each lift of Pervious Structure Backfill, after compaction, shall meet the requirements of Article 2.16.03.
- Placement of the Pervious Structure Backfill behind the wall shall follow erection of successive courses of modular units. The difference in backfill elevation between the interior and exterior of the wall shall not exceed 6 feet.
- The units may be backfilled with crushed stone if the design of the retaining wall was based on a density of 80 pounds per cubic foot.
- All Pervious Structure Backfill placed outside of the modular units shall be placed in accordance with the requirements of Article 2.16.03.
- At the end of each work shift, the Contractor shall slope the last level of backfill away from the wall facing to direct runoff away from the wall face. The Contractor shall control and divert runoff at the ends of the wall to prevent erosion. In addition, the Contractor shall prevent surface runoff from entering the wall construction site.

2) T-Wall:

- Backfill placement in the interior of the wall unit and behind the wall shall follow erection of each course of prefabricated wall modules. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials or misalignment of the modules. Any wall materials which become damaged or disturbed during backfill placement shall be removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. Any backfill material placed within the wall envelope which does not meet the specified material requirements shall be corrected or removed and replaced at the Contractor's expense.
- Each lift (10 inches thick maximum) shall be placed and compacted with a mechanical or vibratory compactor to meet the density requirements in Article 2.16.03. The Contractor may reduce the lift thickness to obtain the specified density.
- Compaction within 3 feet of the module face shall be achieved by at least three passes of a lightweight mechanical tamper, roller or vibratory system. The

specified lift thickness shall be adjusted as warranted by the type of compaction equipment actually used. Care shall be exercised in the compaction process to avoid misalignment or damage to the module. Heavy compaction equipment shall not be used to compact backfill within 3 feet of the wall face. Sheepfoot rollers and puddling for compaction will not be allowed. The Contractor shall take soil density tests, in accordance with Article 2.16.03, to ensure compliance with specified compaction requirements and if a compaction test fails, no additional backfill shall be placed over the area until the lift is recompacted and a passing test is achieved.

- The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with Article 2.16.03.
- At the end of each day's operation, the Contractor shall slope the last level of backfill away from the retaining wall facing to direct runoff away from the retaining wall face. The Contractor shall control and divert runoff at the ends of the wall to prevent erosion or washout of the wall section does not occur. In addition, the Contractor shall prevent surface runoff from entering the wall construction site.

3. Mechanically Stabilized Earth Walls: All construction methods for items not listed below shall be in accordance with the detailed requirements prescribed for the construction of the appropriate items as specified in the Standard Specifications for Roads, Bridges, and Incidental Construction.

- a. Foundation Preparation: The foundation for the structure shall be graded level for a width equal to or exceeding the length of the soil reinforcements, or as shown on the plans. Prior to wall construction the foundation, if not rock, shall be compacted. Any foundation soils found to be unsuitable shall be removed and replaced with Granular Fill or as shown on the plans.

At each panel foundation level, an un-reinforced concrete leveling pad shall be constructed as shown on the plans. Granular Fill leveling pads are not allowed. The concrete leveling pad shall be cast to the design elevations as shown on the plans and shall meet the pertinent requirements of Section 6.01.

- b. Wall Erection: Panels shall be placed in successive horizontal lifts in the sequence shown on the plans as backfill material is placed behind the panels, and the panels shall be maintained in a vertical position. The vertical joint opening on the front face of the wall panels shall not exceed 3/4 inch. Vertical tolerances and horizontal alignment of the wall face shall not exceed 3/4 inch in 8 feet from the vertical. The plumbness of the wall from top to bottom shall not exceed 1/2 inch per 8 feet, or 1 inch total, whichever is less, measured from the face line shown on the plans.

The allowable offset in any panel joint shall be 3/4 inch. The final horizontal and vertical joint gaps between adjacent facing panel units shall be within 1/8 inch and 1/4 inch, respectively, of the design final joint opening per the approved working drawings.

- c. Placement of Reinforcements: Soil reinforcements shall be placed normal to the face of the wall, unless otherwise shown on the plans. All reinforcement bands shall be structurally connected to the wall face per the manufacturer's detail.

The reinforcement shall bear uniformly on compacted soil from the wall connection to the free end of the reinforcing elements. The reinforcement placement elevation shall be at, or at most 2 inches above, the connection elevation. Bending of reinforcement in the horizontal plane that results in a permanent deformation in their alignment is not allowed. Gradual bending in the vertical direction that does not result in permanent deformations is allowable.

Connection of reinforcements to piles or bending of reinforcements around piles is not allowed. A structural connection (yoke) from the retaining wall panel to the reinforcement shall be used to avoid cutting or excessive skewing of reinforcements due to pile or utility conflicts.

Where overlapping of reinforcement may occur, such as at corners, reinforcing connections to panels shall be adjusted to maintain at least 3 inches of vertical separation between overlapping reinforcement.

- d. Backfill Placement: Backfill placement shall follow erection of each course of panels. Backfill shall be placed to avoid any damage, disturbance to the wall materials or misalignment of the facing panels, or damage to soil reinforcement. The Contractor shall place backfill to the level of connection and shall ensure that no voids exist directly underneath the reinforcing elements.

Any wall materials which become damaged or disturbed during backfill placement shall be either removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. The Contractor may submit alternative corrective procedures to the Engineer for consideration. Proposed alternative corrective procedures shall have the concurrence of the MSE wall supplier and designer, in writing, prior to submission to the Engineer for consideration. All corrective procedure development and actions shall be at the Contractor's expense.

Any backfill material placed within the reinforced soil mass which does not meet the specified requirements shall be corrected or removed and replaced at the Contractor's expense.

The fill shall be spread by moving the machinery parallel to or away from the wall facing so that the steel reinforcement remains normal to the face of the wall. Construction equipment shall not operate directly on the steel reinforcement. A minimum fill thickness of 3 inches over steel reinforcement shall be required prior to operation of vehicles. Sudden braking and sharp turning shall be avoided.

Backfill shall be installed in accordance with Article 2.16.03, except as follows:

If 30% or more of the backfill material is greater than 3/4 inch in size, the acceptance criterion for control of compaction shall be either a minimum of 70% of the dry density of the material as determined by a test method performed by the Contractor, or by following a specification provided by the wall supplier. The wall supplier's specification shall be based on a test compaction section, which defines the type of equipment, lift thickness, number of passes of the specified equipment, and placement moisture content.

Backfill shall be compacted using a static-weighted or vibratory roller. Sheepfoot or grid type rollers shall not be used for compacting material within the limits of the soil

reinforcement. The Contractor shall take soil density tests, in accordance with Article 2.16.03, to ensure compliance with specified compaction requirements.

The maximum lift thickness after compaction shall not exceed 10 inches, regardless of the vertical spacing between layers of soil reinforcements. The Contractor shall decrease this lift thickness, if necessary, to obtain the specified density. Prior to placement of the soil reinforcements, the backfill elevation at the face shall be level with the connection after compaction. From a point approximately 3 feet behind the back face of the panels to the free end of the soil reinforcements, the backfill shall be 2 inches above the attachment device elevation unless otherwise shown on the plans.

Compaction within 3 feet of the back face of the panels shall be achieved by at least three passes of a lightweight mechanical tamper, roller or vibratory system. The minimum number of passes and rolling pattern shall be determined, prior to construction of the wall, by constructing a test pad section. The minimum dimensions of the test pad shall be 5 feet wide, 15 feet long, and 3 feet final depth. The specified lift thickness shall be adjusted as warranted by the type of compaction equipment actually used. Care shall be exercised in the compaction process to avoid misalignment of the panels or damage to the attachment devices. Heavy compaction equipment shall not be used to compact backfill within 3 feet of the wall face.

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with Article 2.16.03 (with oversize correction, as outlined in Note 7).

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to direct runoff away from the wall face. The Contractor shall control and divert runoff at the ends of the wall to prevent erosion. In addition, the Contractor shall prevent surface runoff from entering the wall construction site.

Method of Measurement: This work, being paid for on a lump sum basis, will not be measured for payment. Prior to the commencement of work on this item, the Contractor shall submit a proposed schedule of values for review and approval by the Engineer.

Basis of Payment: This work will be paid for at the Contract lump sum price for "Retaining Wall (Site No. 1)," complete in place, which price shall include all work shown within the pay limits on the plans for the retaining wall including the following:

1. Design and construction of the proprietary retaining wall.
2. Excavation required for the construction of the retaining wall.
3. Design and construction of temporary earth retaining systems to retain the existing facilities during construction.
4. The furnishing, placing and compacting of Pervious Structure Backfill within the payment lines.
5. The furnishing and placing of backfill drainage systems for the wall.
6. The furnishing and placing of rigid metal conduit, junction boxes, light standard anchorages, and other electrical appurtenances located within the wall proper.
7. Services of the On-Site Representative.
8. Any other work and materials shown on the plans for the retaining wall.

The price shall also include all materials, equipment, tools and labor incidental thereto.

Bedrock or boulders in excess of 1 cubic yard encountered in the excavation, will be paid for under the item "Structure Excavation - Rock."

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM# 0601651A	Retaining Wall (Site No. 1)	LS
<u>ITEM #0601652A</u>	Retaining Wall (Site No. 2)	LS

ITEM #686716.10A – 10” DUCTILE IRON PIPE – 0’ – 10’ DEEP

Work under this item shall conform to the applicable provisions of Section 6.86 of the Standard Specifications Form 818 amended as follows:

MATERIALS

Type of Pipe

Ductile iron pipe shall conform to ANSI A21.51 (AWWA C151) class to thickness designed per ANSI 21.50 (AWWA C150), Tar (Seal) coated and cement mortar lined per ANSI A21.4 (AWWA C104) unless otherwise specified, with bolted mechanical joints or push-on joints as indicated on the plans or special provisions. Delivered pipe to include 5% +/- short joints.

Class of Pipe

Ductile iron pipe shall be Class 52 unless otherwise noted.

Type of Fittings

Fittings shall be gray or ductile iron and shall conform to ANSI A21.10 (AWWA C110) or A21.53 (AWWA C153), and ANSI A21.11 (AWWA C111). Fittings shall be bolted mechanical joints or push-on joints unless otherwise indicated on the plans, bid items, or the special provisions. Fittings shall be tar (seal) coated and cement mortar lined per ANSI A21.4 (AWWA C104). Above grade fittings shall be flanged and from the list of approved manufacturers.

BASIS OF PAYMENT

10” Ductile Iron Pipe will be paid for at the contract unit price per linear foot installed, completed and accepted by the Engineer, which price shall include all materials, equipment, tools and labor incidental thereto.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #686716.10A	10” DUCTILE IRON PIPE – 0’ – 10’ DEEP	LF

ITEM #0813001A – 5" GRANITE STONE CURBING

ITEM #0813011A – 5" GRANITE CURVED STONE CURBING

The provisions of Section 8.13 of the Standard Specifications shall apply, with the following modifications:

Article 8.13.02 – Materials

Revise to read that the Class "C" concrete base shall conform to the requirements of Article M.03.01.

Article 8.13.03 - Construction Methods

1. Excavation. Replace with the following:

Excavation shall be made to the bottom of the 12-inch concrete base below the curbing, the trench being sufficiently wide to permit the necessary forms. The base shall be formed and poured so to provide a consistent base for the curbing, and the base shall be approved by the Engineer prior to installing the curbing and backfilling.

The Contractor shall remove existing granite curbing at the locations shown on the plans or where new granite curbing will be install. The Contractor shall safely dispose of the existing curbing.

Add the following:

5. Installing Stone Curbing.

Stone curbing and curved stone curbing used at sidewalk ramps shall be set into a concrete base as detailed on the plans and as directed by the Engineer. Stone curbing used at other locations shall be set in a processed aggregate base as detailed on the plans and as directed by the Engineer.

Article 8.13.05 – Basis of Payment. Add the following:

There will be no direct payment for removing existing granite curbing, excavating for concrete base, or for furnishing, placing and finishing concrete base, but the cost of this work shall be considered as included in the general cost of the work.

ITEM #0909501A – TIMBER BEAM RAIL

DESCRIPTION

The work under this item shall consist of furnishing and installing wood posts and rail at the locations given on the plans and in accordance with the dimensions and details shown on the plans, or as ordered by the Engineer.

MATERIALS

- A. All lumber shall conform to Voluntary Product Standard PS-70 and be certified according to applicable standard grading and dressing rules and shall bear the official grade and or/ trademark of the association under whose rules it is produced.
- B. Wood: See details for post and rail nominal dimensions. All wood shall be #1 Southern Yellow Pine (Southern Pine Inspection Bureau Grading), or equal. All wood to be new, solid, sound, and surface dry with a maximum moisture content of 19%. All wood shall be clearly marked with the official grading information.
- C. Gravel: Compacted granular fill bedding shall comply with the quality and gradation requirements Of Material Section M.02.07 of the Standard Specifications, Form 818.
- D. Treatment: Pressure treatment shall be ACQ-D in accordance with AWP, 0.40 pounds per cubic foot. Wood shall be of the sizes shown on the drawings. All wood to be dressed four sides (S4S). Edges on the exposed decking shall be eased. Ends of all members shall be pressure treated.

CONSTRUCTION METHODS

The posts shall be set in holes dug in thoroughly compacted soil and the gravel in the bottom of the hole shall be thoroughly compacted so that the posts will have a stable foundation. Holes shall be hand dug when within (5) feet any utilities.

Should rock or boulders be encountered in making the excavation, this material shall be removed so as to make a hole of sufficient size to set the posts to the normal depth as called for on the plan.

The posts shall be spaced as shown on the plans, set plumb, and normally with the front face at a uniform distance from the edge of the travel way.

The holes shall be backfilled with an approved material which shall be thoroughly compacted. The railing shall be mounted on the post as shown on the plans. The rail members shall be accurately cut so as to provide even bearing over entire surface of joints. No shimming of any kind will be allowed in making joints nor will open joints be accepted. All exposed edges of member shall be chamfered.

METHOD OF MEASUREMENT

This work shall be measured for payment by the number of linear feet of timber beam rail measured along the top rail from end to end.

BASIS OF PAYMENT

Payment for this item will be at the contract unit price bid per linear foot for “Timber Beam Rail”, complete in place, which price shall include all materials, equipment tools, and labor incidental to the installation of the completed and accepted fence, including hand dug holes, excavation and backfill.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM# 0909501A	TIMBER BEAM RAIL	LF

ITEM #0921001A – CONCRETE SIDEWALK
ITEM #0921005A – CONCRETE SIDEWALK RAMP

Concrete sidewalks and ramps shall be constructed in accordance with Article 9.21, supplemented as follows:

Article 9.21.01 - Description: Replace with the following:

This item shall consist of concrete sidewalks and ramps constructed on a gravel or reclaimed miscellaneous aggregate base course as well as process aggregate base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications.

Article 9.21.02 – Materials: Add the following:

Processed aggregate base course shall be as specified in M.05.01

Article 9.21.03 – Materials: Add the following:

Processed aggregate base course shall be placed in layers not over 6 inches deep and to such a depth that after compaction it shall be at the specified depth below the finish grade of the gravel or reclaimed miscellaneous base. The base shall be wetted and tamped after the spreading of each layer.

Article 9.21.04 - Method of Measurement: Add the following:

Processed aggregate base will not be measured for payment, but the cost shall be considered as included in the price bid for the sidewalk or ramp.

Article 9.21.05 - Basis of Payment is to be supplemented by the following:

The price for “Concrete Sidewalk” or “Concrete Sidewalk Ramp” shall also include processed aggregate base.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #0921001A	CONCRETE SIDEWALK	S.F.
ITEM #0921005A	CONCRETE SIDEWALK RAMP	S.F.

ITEM #0944000A – FURNISHING AND PLACING TOPSOIL

A. GENERAL DESCRIPTION

Topsoil furnished by the CONTRACTOR shall consist of a natural friable surface soil without admixtures of undesirable subsoil, refuse, or foreign materials. It shall be free from refuse, stumps, roots, hard clay, coarse gravel, stones larger than 1/2 inches in any dimension, noxious weeds, tall grass, brush, sticks, stubble or other material which would prevent the formation of a suitable seedbed or prevent seed germination and plant growth. The topsoil shall be placed to a depth of 4 inches unless stated otherwise in the contract. The Contractor is to achieve a satisfactory seed bed which will have sufficient compaction to insure the final grades shown on the plans are achieved after settlement of the 4" of topsoil. The Contractor will be responsible for re-grading, supplementing and re-establishing turf grasses in any area receiving topsoil which does not meet the final grades after settlement.

B. TEXTURE

The following USDA textural classifications shall be acceptable for topsoil:

- Loamy sand, including coarse, loamy fine, and loamy very fine sand
- Sandy loam, including coarse, fine and very fine sandy loam
- Loam
- Silt loam, with not more than 60% silt

Topsoil shall conform to the following grading:

Sieve Sizes	Percentage Passing
1-inch	100%
1/2 inch	95% - 100%
No.4	75% - 100%
No.10	60% - 100%
No.200	10% - 60%

C. ORGANIC MATTER CONTENT

Topsoil shall contain not less than 6%, or more than 20% organic matter, by weight as determined by loss-on-ignition of oven-dried samples dried at 221°F (105°C) in accordance with ATM T-6. Organic material shall be decomposed and free of wood.

Topsoil sources lacking organic matter may be used if, prior to delivery to the Project, sufficient organic matter in the form of pulverized peat moss or rich organic soil from other sources is thoroughly mixed with the topsoil to provide a product meeting the above requirements. Organic material for incorporation into topsoil, if required, shall be partially decomposed fibrous or cellular stems and leaves of any of several species of Sphagnum mosses, or rotted manure. Organic material may require chopping to shredding to insure thorough mixing with the topsoil.

D. NUTRIENT AND pH REQUIREMENTS

All topsoil shall be fertilized as follows: the application rates of the fertilizer and limestone per 1,000 square feet of ground area of topsoil furnished by the CONTRACTOR shall be determined by the CONTRACTOR based on soil analysis tests so that the total natural and applied chemical constituents are as follows.

Nitrogen: 1.0 lb. minimum - 1.5 lb. maximum per 1,000 square feet

Phosphoric Acid: 1.0 lb. minimum - 2.0 lb. maximum per 1,000 square feet

Potassium: 1.0 lb. minimum - 2.0 lb. maximum per 1,000 square feet

Limestone: Limestone requirements shall conform to the following table:

LIMESTONE REQUIREMENTS

Soil pH	Limestone Pounds per 1,000 SF
Above 6.0	0
5.0 - 6.0	7
Below 5.0	14

E. NOTIFICATION AND APPROVAL OF TOPSOIL

The results of soil analysis tests for texture, organic matter content, nutrient content and pH level along with recommendations for fertilizer shall be furnished by the CONTRACTOR to the ENGINEER for approval of the topsoil.

The CONTRACTOR shall notify the ENGINEER of the location from which the CONTRACTOR proposes to furnish topsoil to the project at least 30 calendar days prior to delivery of topsoil to the project. The ENGINEER reserves the right to inspect and topsoil at its source and test the material before approval will be granted for its use.

Any material delivered to the project, which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the CONTRACTOR with acceptable material.

F. CONSTRUCTION METHODS

Section 9.44.03 of the Standard Specifications shall apply and amended as follows:

Add the following:

The Contractor is to determine the means and methods required to insure that the final grades after settlement of the topsoil conforms to the final grades shown on the plans.

Final acceptance will require the establishment of a suitable stand of turf grasses as specified under Item #0950005A and the area is sufficiently compacted to avoid rutting and scarring during normal operations such as lawn cutting operations.

G. METHOD OF MEASUREMENT

Section 9.44.03 of the Standard Specifications shall apply and amended as follows:

Add the following:

Adjustment to nutrient and PH requirements will not be measured for payment. The costs are to be included in the unit cost bid for “Furnishing and Placing Topsoil”. Supplemental placement of topsoil or regarding of topsoil in order to meet the final grades will not be measured for payment.

H. BASIS OF PAYMENT

This work will be paid for at the contract unit price per square yard for “Furnishing and Placing Topsoil”, which price shall include all nutrient adjustments, PH adjustments, materials, equipment, tools, labor and work incidental thereto. In order to insure that the appropriate lines and grades are achieved after the settlement of the topsoil, partial payment in the amount of 25% of the unit price will be allowed for work completed but not accepted. Final acceptance will require the establishment of a suitable stand of turf grasses as specified under Item #0950005A Turf Establishment, and the area is sufficiently compacted to avoid rutting and scarring during normal operations such as lawn cutting operations.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #0944000A	FURNISHING AND PLACING TOPSOIL	S.Y.

ITEM #0950005A – TURF ESTABLISHMENT

Work under this item shall conform to the applicable provisions of Section 9.50 of the Standard Specifications Form 817, amended as described below:

Insert the following:

Section 9.50.02 - Materials

The seed mixture for seeding lawn areas shall meet the following requirements:

Seed shall be fresh, clean and selected from the previous year's crop; weed seed content not to exceed 1 percent; complying with applicable Federal and State seed laws; furnished and delivered premixed in unopened containers in the following proportions:

	Percent Proportion	Percent Germination Minimum	Percent Purity Minimum
1. For Lawns:			
Creeping Red Fescue	50%	85%	95%
Kentucky Bluegrass (improved varieties)	25	85	90
Fiesta 4 Perennial Rye	25	90	95

Delete **Section 9.50.03-(5)** – Stand of Perennial Turf Grasses and insert the following:

The Contractor shall provide and maintain a uniform, weed free stand of established turf grass species having attained a height of 6" consisting of no less than 200 plants per square foot throughout the seeded areas until the entire project has been accepted. Prior to seeding or reseeding an area the Contractor shall ensure the area is weed free. The Contractor shall submit to the City for approval the type of product or method to be used to remove weeds from the area to be seeded. The submittal should include the manufacturer's specifications for applying the product and safeguards to avoid damage to other areas.

Insert the following in **Section 9.50.03-(6)**:

The initial application of top soil, turf establishment and erosion control matting (as required) shall be measured and paid for separately as 'Furnishing and Placing Topsoil', 'Turf Establishment' and 'Erosion Control Matting' respectively. Subsequent applications of topsoil or seeding required to establish turf in conformance with these specifications shall not be measured for additional payment.

Add the following to Section 9.50.05:

The Contractor is advised that the turf area must be adequately established to the specified requirements prior to acceptance, measurement and payment. Any reworking necessary, including redressing of topsoil, adding fertilizers, watering and reseeding, of previously seeded areas which have not yet been accepted shall be the responsibility of the Contractor and no additional measurement or payment shall be made.

Partial payment of 25% will be made for work completed but not accepted. The Contractor is advised that the turf area must be adequately established to the specified requirements and the topsoil seed bed sufficiently compacted as specified under Item #0944001A – “Furnishing and Placing Topsoil” to meet the required grades shown on the plans prior to acceptance and payment. Any reworking necessary, including, but not limited to the redressing of topsoil, regarding, adding of fertilizers, watering and reseeding of previously seeded areas which have not been accepted shall be the responsibility of the Contractor and no additional measurement or payment will be made.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #0950005A	TURF ESTABLISHMENT	S.Y.

ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC

Work under this item shall conform to the applicable provisions of Section 9.71 of the Standard Specifications Form 818 amended as follows:

Article 9.71.01

The Contractor shall maintain and protect traffic as described in Section 9.71 of the Standard Specifications and as follows:

The Contractor shall maintain and protect existing traffic operations on project roadways within the project limits, on the existing pavement, the roadway under construction, the completed roadway, or a combination thereof.

When actively working, the Contractor shall maintain local bidirectional access on a travel paths not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor will be allowed to maintain and protect at least an alternating one-way traffic operation. The Contractor shall provide emergency and local access at all times. The Contractor shall be required to schedule and inform the Engineer and Public Safety Agencies of the proposed construction and detour a minimum of three (3) weeks prior to the anticipated date of work.

At the completion of the workday, the Contractor shall restore all roadways to normal traffic operations.

At the end of each workday, the Contractor shall construct a compacted processed aggregate ramp at the end of any unpaved section, including at all driveways and intersecting roadways. On milled roadways, Contractor shall install a temporary bituminous concrete ramp. The cost of constructing, maintaining and removing these ramps shall be in accordance with Section 4.06.

“Road Work Ahead” signs shall be posted at the beginning of construction zones and “End Road Work” signs shall be installed at the end of construction zones. Regulatory Sign “Road Work Ahead, Fines Doubled” shall not be installed on Town Roads.

At the completion of work each day, the Contractor will be required to open the entire roadway to traffic. The length of alternating one-way traffic operations shall not exceed 300 feet. There shall be no more than one alternating one-way traffic operation within the roadway under construction at any one time.

The Contractor shall notify all public safety agencies 48 hours prior to beginning any construction operation which will provide less than a 11-foot travel lanes for bidirectional traffic.

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

time period of the closure. All temporary connections to abutting driveways and existing roadways must be accomplished in a satisfactory manner prior to the end of the work day/night. At all times the Contractor shall provide emergency vehicle access. Temporary ramps at limits of construction shall be constructed the day of the milling and shall be paved bituminous as indicated on the plans.

The Contractor shall be responsible to protect and maintain pedestrian access along each roadway during construction.

Traffic Control During Construction Operations

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for a safer and more efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

Traffic Control Patterns

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

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

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

Lane reduction tapers should be placed so that the entire length of the taper is installed on a tangent section of roadway and the entire taper area can be seen by the motorist.

All existing conflicting signs shall be removed, covered with an opaque material, or turned so that they are not legible to oncoming traffic prior to implementing a traffic control pattern. The existing signs shall be uncovered or reinstalled once the pattern is removed.

A buffer area should be provided during installation of a traffic control pattern and maintained for the duration of the work. The buffer area shall be free of any equipment, workers, materials, and parked vehicles.

Construction Traffic Control Plans 19 through 25 should be used for moving operations such as line striping, rumble strips, pothole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns are not required for vehicles on an emergency patrol type activity or for a short duration stop of up to one hour, as long as the equipment is contained within the shoulder. Flashing lights, arrow boards, truck-mounted or trailer-mounted impact attenuators, and appropriate Trafficperson(s) shall be used when required.

In a situation not adequately covered by the Construction Traffic Control Plans, the Contractor shall contact the Engineer for assistance prior to setting up a traffic control pattern.

Placement of Signs

Signs shall be placed in a position that allows motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs shall be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads) where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

Allowable Adjustment of Signs and Devices Shown on the Construction Traffic Control Plans

The Construction Traffic Control Plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans.

The proper application of the Construction Traffic Control Plans and installation of traffic control devices is dependent upon actual field conditions.

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

Adjustments to the Construction Traffic Control Plans shall only be made at the direction of the Engineer.

Table 1 indicates the minimum taper lengths required for a lane closure based on the posted speed limit and lane width of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the Construction Traffic Control Plans cannot be achieved.

Table 1 – Minimum Taper Length

POSTED SPEED LIMIT (MPH)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE (FEET)	
	FREEWAYS	SECONDARY ROADS
30 OR LESS	180	165
35	245	225
40	320	295
45	540	495
50	600	550
55	660	605
65	780	715

1. Work Zone Safety Meetings

- 1.a) Prior to the commencement of work, a Work Zone Safety Meeting shall be conducted with representatives from DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the Project. DOT Traffic Engineering shall be invited to the Work Zone Safety Meeting. Other Work Zone Safety Meetings during the course of the Project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the Meeting to outline the anticipated traffic control issues during the construction of this Project. Any issues that can't be resolved at these Meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda shall include:
 - i. Review Project scope of work and time;
 - ii. Review Section 1.08, Prosecution and Progress;
 - iii. Review Section 9.70, Trafficpersons;
 - iv. Review Section 9.71, Maintenance and Protection of Traffic;
 - v. Review Contractor's schedule and method of operations;
 - vi. Review special concern areas: ramps, turning roadways, medians, lane drops, etc.;
 - vii. Open discussion of work zone questions and issues;
 - viii. Discussion of review and approval process for changes in Contract requirements as they relate to work zone areas.

2. General

- 2.a) Traffic control patterns shall only be installed if the required minimum number of signs, traffic cones, traffic drums, and other equipment (i.e. one Arrow Board for each lane closed, two Truck-Mounted or Trailer-Mounted Attenuators (TMAs), Changeable Message Sign, etc.) are on Site.
- 2.b) The Contractor shall have spare maintenance and protection of traffic equipment (TMAs, Arrow Board, Changeable Message Sign(s), construction signs, traffic cones, traffic drums, etc.) available at all times in case of mechanical failures, etc. Spare maintenance and protection of traffic equipment installed as a result of a sudden equipment breakdown shall be replaced by the Contractor within 24 hours.
- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel, and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for lost time.
- 2.d) In cases of differences of opinion between the Contractor and the Inspection staff, the Contractor shall follow the directions of the Engineer. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

3. Installing and Removing Traffic Control Patterns

- 3.a) Lane closures shall be installed beginning with the advance warning signs and proceeding forward toward the work area.
- 3.b) Lane closures shall be removed in the reverse order, beginning at the end of the work area, or traffic control pattern, and proceeding back toward the advance warning signs.
- 3.c) Stopping traffic may be allowed within the allowable hours stated in Section 1.08.04:
 - i. For those activities stated within the Contract.
 - ii. During paving, milling operations, or similar activities where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway so traffic does not travel across the longitudinal joint or difference in roadway elevation.
 - iii. To move slow moving equipment across live traffic lanes into the work area.
- 3.d) The Contractor shall adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.e) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging with or exiting from the mainline traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.f) Workers are prohibited from crossing the travel lanes on limited access roadways to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

4. Implementation of Rolling Road Block (RRB)

- 4.a) Temporary road closures using a RRB may be allowed on limited access highways for operations associated with the installation and removal of temporary lane closures. RRB may be allowed for the installation and removal of lead signs and lane tapers only and shall meet the following requirements:
 - i. Refer to the Limitation of Operations Chart provided in Section 1.08.04 for the hours allowed for implementing a RRB operation. The Contractor shall only implement a RRB operation within the hours shown in the Chart.
 - ii. In areas with good sight lines and full shoulders, signs on the side of the road opposite the traffic pattern should be installed in a separate operation.
 - iii. TMAs equipped with Arrow Boards shall be used to slow traffic to implement the RRB. State Police Officers in marked vehicles may be used to support the implementation of the RRB. The RRB shall start by having all vehicles, including TMAs and police vehicles, leave the shoulder or on-ramp and accelerate to normal roadway speeds in each lane. The vehicles will then position themselves side by side and decelerate to the RRB speed on the highway.
 - iv. A Pre-Warning Vehicle, as specified elsewhere in the Contract, shall be used to advise the motorists that sign pattern installation or removal is underway.

- v. The RRB duration shall not exceed 15 minutes from the start of the traffic block until all lanes are opened as designated in the Limitation of Operations chart. If the RRB duration exceeds 15 minutes on 2 successive shifts, no further RRB will be allowed until the Contractor obtains approval for a revised installation procedure from the District.
- vi. RRB shall not be used to expand a lane closure pattern to an additional lane during the shift. The workers and equipment required to implement the additional lane closure should be staged from within the closed lane. TMAs (and State Police if available) shall be used to protect the workers installing the taper in the additional lane.
- vii. Exceptions to these work procedures may be submitted to the District Office for consideration. A minimum of 2 business days shall be allowed for review and comment by the District.
- viii. The Engineer and the Contractor will review and discuss the RRB procedures (including any revisions) in advance of the work. The implementation of the agreed upon plan will be reviewed with the State Police during the Work Zone Safety Meeting held before each shift involving temporary lane closures. If the State Police determine that alternative procedures should be implemented for traffic control during the work shift, the Department and Contractor will attempt to resolve any discrepancies with the duty sergeant at the Troop. If the discrepancies are unable to be resolved prior to the start of the shift, then the work will proceed as recommended by the Department. Any unresolved issues shall be addressed the following day.

5. Use of Arrow Boards

- 5.a) On limited access roadways, one Arrow Board shall be used for each lane that is closed. The Arrow Board shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the Construction Traffic Control Plans. Additional Arrow Boards shall be deployed if sight distances are limited.
- 5.b) On non-limited access roadways, the use of an Arrow Board for lane closures is optional. The roadway geometry, sight distance, and traffic volume shall be considered in the decision to use the Arrow Board.
- 5.c) A vehicle displaying an arrow board shall be equipped with high-intensity rotating, flashing, oscillating, or strobe lights.
- 5.d) The flashing arrow mode shall be used for lane closure (merge) tapers.
- 5.e) The flashing arrow mode shall not be used for temporary alternating one-way traffic operations or to laterally shift lanes of traffic.
- 5.f) The flashing double arrow mode shall only be used for closing a center lane on a multilane roadway where adjacent left and right lanes remain open.

- 5.g) For shoulder work or roadside work near the shoulder, the Arrow Board shall be positioned in the shoulder and the flashing alternating diamond mode should be used.
- 5.h) The flashing alternating diamond caution mode should also be used when supplemental Arrow Boards are positioned in an already closed lane.

6. Use of Truck-Mounted or Trailer-Mounted Impact Attenuators (TMAs)

- 6.a) On limited access roadways, lane closures shall use a minimum of two TMAs to install and remove traffic control patterns. If two TMAs are not available, then the pattern shall not be installed.
- 6.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to utilize the TMAs.
- 6.c) On limited access roadways, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane to establish the advance and transition signing. The Arrow Board mounted on the TMA shall be in the arrow mode when taking the lane. The sign truck and workers shall be at sufficient distance ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Portable Changeable Message Signs, signs, Arrow Boards, and cones/drums are installed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when traveling in the closed lane.
- 6.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when in the closed lane.
- 6.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to Section 18.06. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) shall be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.
- 6.f) TMAs will be paid for in accordance with how the unit is used. If it is used as a TMA and is in the proper location as specified, then it will be paid for at the specified hourly rate for Truck-Mounted or Trailer-Mounted Impact Attenuator. When the TMA is used as an Arrow Board, it will be paid for at the daily rate for Arrow Board. If a TMA is used to install and remove a pattern and is also used as an Arrow Board in the same day, then the unit will be paid for as a Truck-Mounted or Trailer-Mounted Impact Attenuator for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour

to remove). If the TMA is also used as an Arrow Board during the same day, then the unit will only be paid for at the daily rate as an Arrow Board.

7. Use of Traffic Drums and Traffic Cones

- 7.a) On limited-access highways, ramps, and turning roadways:
 - i. Traffic drums shall be used for taper channelization.
 - ii. Traffic drums shall be used to delineate raised catch basins and other hazards.
 - iii. Traffic cones with a minimum height of 42 inches may be used in place of drums in the tangent section of a closed lane or shoulder.
 - iv. Traffic cones less than 42 inches in height shall not be used.
- 7.b) On all roadways:
 - i. Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
 - ii. Traffic cones shall not be left unattended.
 - iii. Traffic cones with a minimum height of 42 inches shall be used when the posted speed limit is 45 MPH or above.
- 7.c) Typical spacing of traffic drums and/or cones shown on the Construction Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

8. Use of Barricade Warning Lights

- 8.a) Barricade Warning Lights may be installed on channelizing devices when used in a merge taper. The Barricade Warning Lights shall flash in a sequential pattern when used in a merge taper. The successive flashing shall occur from the upstream end (beginning) of the merge taper to the downstream end (end) of the merge taper.
- 8.b) Type C Barricade Warning Lights may be used at night to delineate the edge of the travel way.
- c) Type B Barricade Warning Lights shall be used on post-mounted advanced warning signs.

9. Use of Portable Changeable Message Signs (PCMS)

- 9.a) On limited access roadways, one PCMS shall be used in advance of the traffic control pattern for all lane closures. Prior to installing the pattern, the PCMS shall be installed and in operation, displaying the appropriate lane closure information. The PCMS shall be positioned ½ to 1 mile ahead of the start of the lane closure taper. If the distance to the nearest exit ramp is greater than the specified ½ to 1 mile distance, then an additional PCMS shall be positioned a sufficient distance ahead of the exit ramp (and before the previous on-ramp where practical) to alert motorists to the work and therefore offer them an opportunity to take the exit.

- 9.b) On non-limited access roadways, the use of PCMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to use the PCMS.
- 9.c) PCMS should be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where a traffic barrier is not available to shield the PCMS, it should be placed off the shoulder and outside of the clear zone. If a PCMS has to be placed on the shoulder of the roadway or within the clear zone, it should be placed on the paved shoulder with a minimum of five traffic drums placed in a taper in front of it to delineate its position. The taper shall meet minimum distance requirements for a shoulder closure. The PCMS shall be protected if it is used for a continuous duration of 36 hours or more.
- 9.d) The PCMS shall be removed from the clear zone and have the display screen cleared and turned 90 degrees away from the roadway when the PCMS is no longer required.
- 9.e) The PCMS should not be used within 1,000 feet of an existing PCMS or Variable Message Sign (VMS).
- 9.f) A PCMS message shall:
 - i. consist of no more than two phases;
 - ii. contain no more than three lines of text per phase;
 - iii. have no more than eight characters per line, including spaces.
- 9.g) The PCMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs. The PCMS should not be used for generic messages (ex.: Road Work Ahead, Bump Ahead, Gravel Road, etc.) or for messages that need to be displayed for long periods of time, such as during stage construction. These types of messages should be displayed with construction signs. Special signs shall be coordinated with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.
- 9.h) Typical messages that are allowed on the PCMS are shown below. Approval must be received from the Office of Construction for any message(s) different than the typical messages shown in Figure 1.
- 9.i) All messages shall comply with the information provided in Tables 2 and 3.

<u>Message No.</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Message No.</u>	<u>Phase 1</u>	<u>Phase 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	EXIT XX CLOSED	USE EXIT YY
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	EXIT XX CLOSED USE YY	FOLLOW DETOUR
5	RIGHT LANE CLOSED	MERGE LEFT	13	2 LANES SHIFT AHEAD	USE CAUTION
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	3 LANES SHIFT AHEAD	USE CAUTION
7	RIGHT LANE CLOSED	REDUCE SPEED			
8	2 RIGHT LANES CLOSED	REDUCE SPEED			

Figure 1: Typical PCMS Messages

Table 2: Acceptable Abbreviations

Word Message	Standard Abbreviation	Word Message	Standard Abbreviation
Access	ACCS	Minimum	MIN
Afternoon / Evening	PM	Minor	MNR
Ahead	AHD	Minute(s)	MIN
Alternate	ALT	Monday	MON
Avenue	AVE, AV	Morning / Late Night	AM
Bicycle	BIKE	Mount	MT
Blocked	BLKD	Mountain	MTN
Boulevard	BLVD	National	NATL
Bridge	BR	Normal	NORM
CB Radio	CB	North	N
Center	CTR	Northbound	NBND
Center	CNTR	Oversized	OVRSZ
Chemical	CHEM	Parking	PKING
Circle	CIR	Parkway	PKWY
Compressed Natural Gas	CNG	Pavement	PVMT
Condition	COND	Pedestrian	PED
Congested	CONG	Place	PL
Construction	CONST	Pounds	LBS
Court	CT	Prepare	PREP
Crossing	XING	Quality	QLTY
Crossing (other than highway-rail)	XING	Right	RT
Downtown	DWNTN	Road	RD
Drive	DR	Roadwork	RDWK
East	E	Route	RT, RTE
Eastbound	EBND	Saint	ST
Electric Vehicle	EV	Saturday	SAT
Emergency	EMER	Service	SERV
Entrance, Enter	ENT	Shoulder	SHLDR
Exit	EX	Slippery	SLIP
Express	EXP	South	S
Expressway	EXPWY	Southbound	SBND
Feet	FT	Speed	SPD
Freeway	FRWY, FWY	State, county, or other non-US or non-Interstate numbered route	[Route Abbreviation determined by highway agency]**
Friday	FRI	Street	ST
Frontage	FRNTG	Sunday	SUN
Hazardous	HAZ	Telephone	PHONE
Hazardous Material	HAZMAT	Temporary	TEMP
High Occupancy Vehicle	HOV	Terrace	TER
Highway	HWY	Thruway	THWY

Highway-Rail Grade Crossing	RR XING	Thursday	THURS
Hospital	HOSP	Tons of Weight	T
Hour(s)	HR, HRS	Traffic	TRAF
Information	INFO	Trail	TR
International	INTL	Travelers	TRVLRS
Interstate	I-	Tuesday	TUES
Junction / Intersection	JCT	Turnpike	TPK
Lane	LN	Two-Way Intersection	2-WAY
Left	LFT	Two-Wheeled Vehicles	CYCLES
Liquid Propane Gas	LP-GAS	Upper	UPR
Local	LOC	US Numbered Route	US
Lower	LWR	Vehicle(s)	VEH, VEHS
Maintenance	MAINT	Warning	WARN
Major	MAJ	Wednesday	WED
Maximum	MAX	West	W
Mile(s)	MI	Westbound	WBND
Miles Per Hour	MPH		

** A space and no dash shall be placed between the abbreviation and the number of the route.

Table 3: Unacceptable Abbreviations

Unacceptable Abbreviation	Intended Word	Common Misinterpretation
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (Merge)
LT	Light (Traffic)	Left
PARK	Parking	Park
POLL	Pollution (Index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
WRNG	Warning	Wrong

10. Use of State Police Officers

- 10.a) State Police may be used only on limited access highways and secondary roadways that are under their primary jurisdiction. A minimum of one Officer may be used per critical sign pattern; however, a State Police presence is not required. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Left lane closures may also be implemented without State Police presence in areas with only moderate traffic and wide, unobstructed medians. It may be desirable to have a State Police presence, when available, under specific situations, such as nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur; however, they are not required.
- 10.b) If a State Police presence is provided, once the pattern is in place, the State Police Officer should be positioned in a non- hazardous location in advance of the pattern to provide advance warning to the motorist. If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall reposition so that they are located prior to the backup. The State Police Officer should not be located immediately behind or within the roll ahead area of any TMA or within the work zone buffer area. The State Police Officer shall not be positioned in such a way that the State Police Officer obstructs any construction warning signs or PCMS from view of the motorist.
- 10.c) Other functions of the State Police Officer(s) may include:
 - i. Assisting construction vehicles entering and exiting the work area.
 - ii. Enforcement of motor vehicle laws within the work area, if specifically requested by the Engineer.
- 10.d) State Police Officers assigned to a work site shall take direction from the Engineer.

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED IN ADVANCE TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. TRAFFIC CONES AND PORTABLE CONSTRUCTION SIGNS SHALL NOT BE LEFT UNATTENDED.
5. ALL CONFLICTING SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 48 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT \leq 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION FROM SUNSET TO SUNRISE, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A PORTABLE CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF MILE TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180'
35	245'
40	320'
45	540'
50	600'
55	660'
65	780'

CONSTRUCTION TRAFFIC CONTROL PLAN NOTES

SCALE: NONE

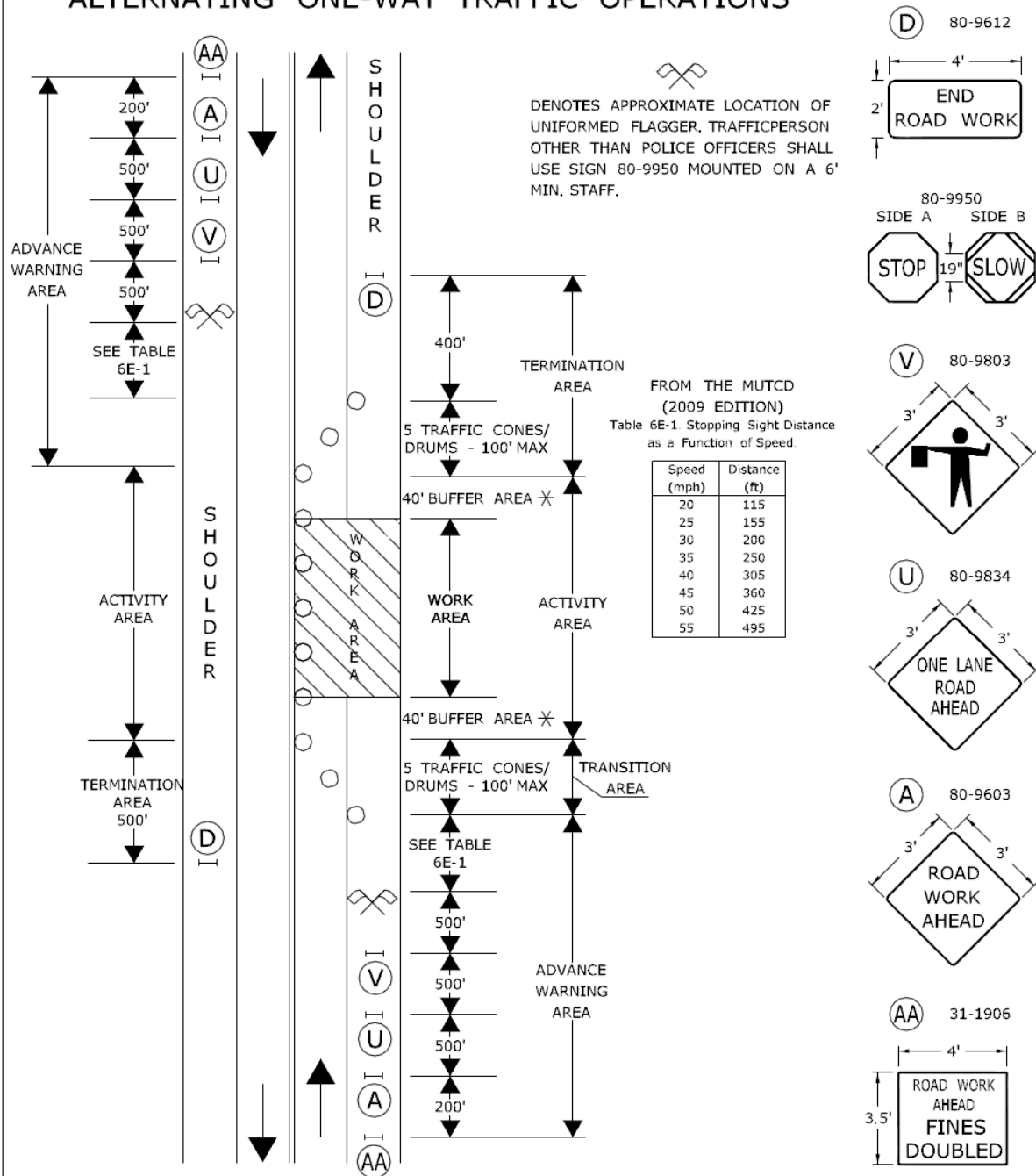
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION






APPROVED

Tracy L. Fogarty
PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.
2019.08.13 06:47:57-0400

SIGN FACE
108 SQ. FT (MIN.)



 TRAFFIC CONE **OR** TRAFFIC DRUM
 OPTIONAL  TRAFFIC DRUM  PORTABLE SIGN SUPPORT
 HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

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

APPROVED

Charles S. Hahn
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:55:23-04'00'

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

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

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

A. TO STOP TRAFFIC

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



B. TO DIRECT TRAFFIC TO PROCEED

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



C. TO ALERT OR SLOW TRAFFIC

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



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



SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

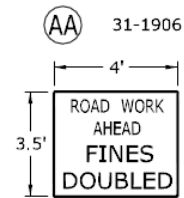
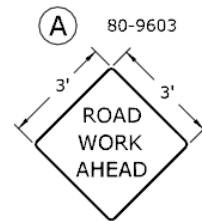
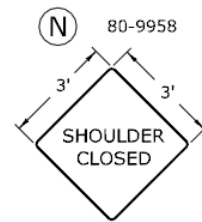
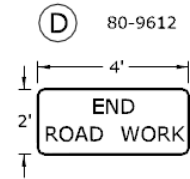
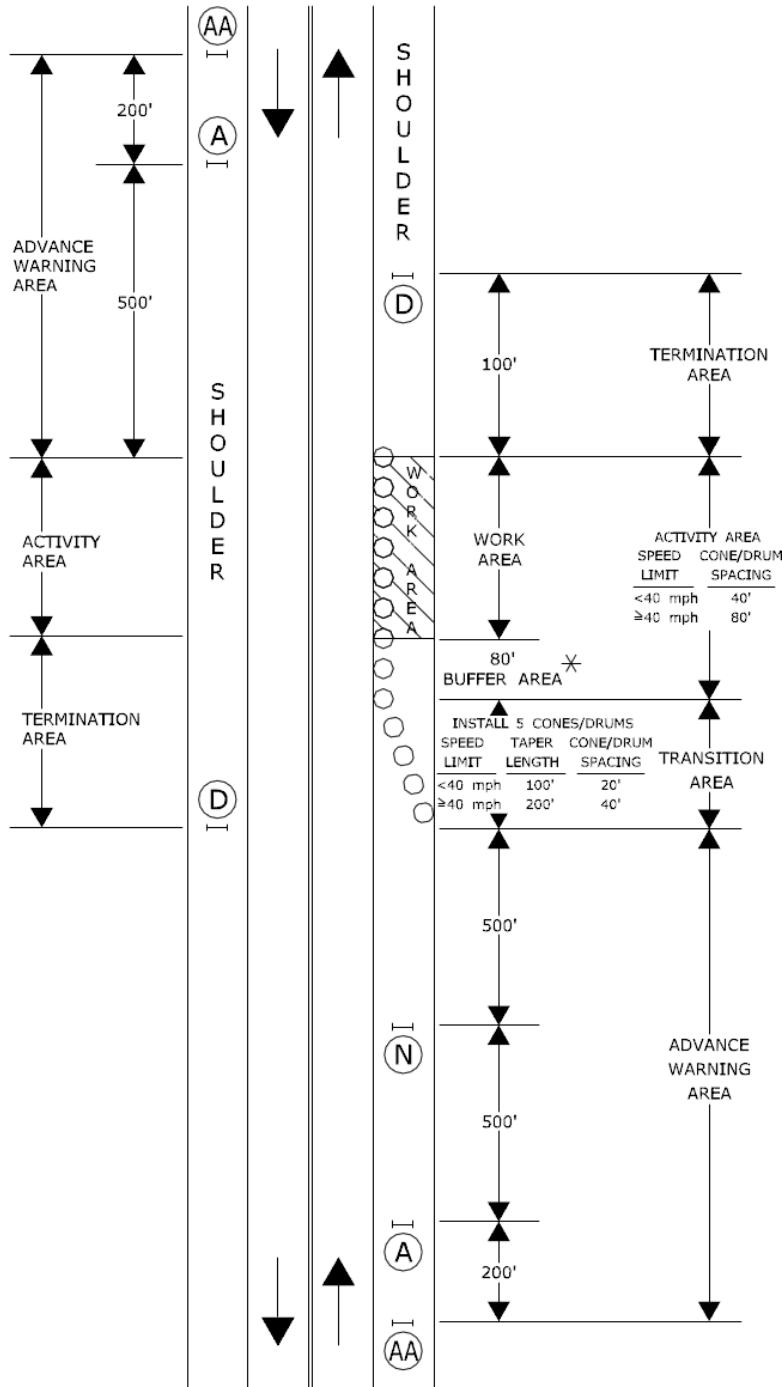
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:55:45-04'00'

WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 14

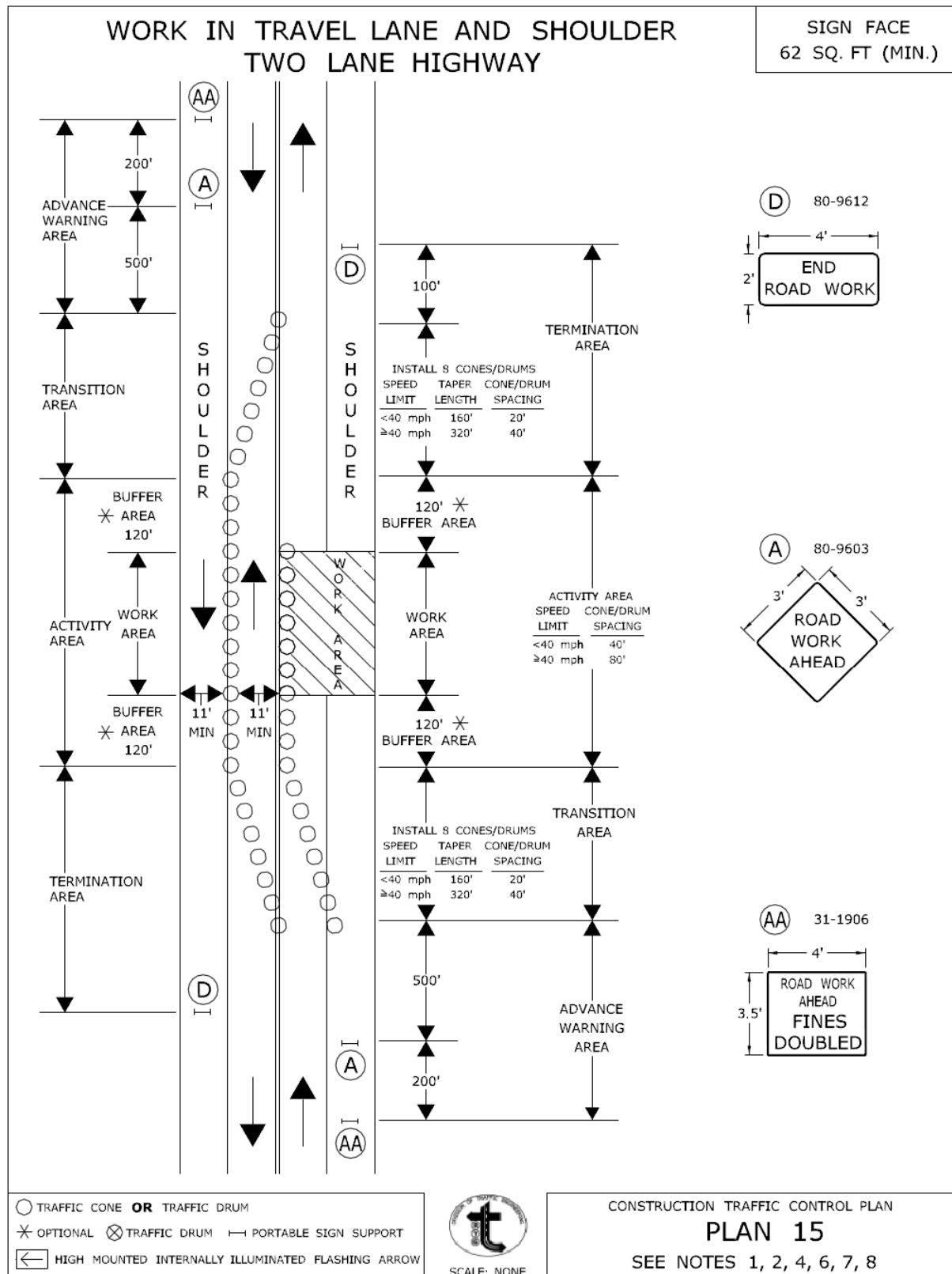
SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
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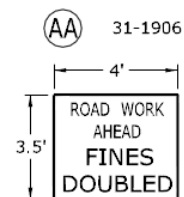
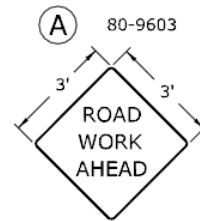
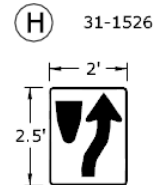
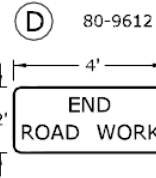
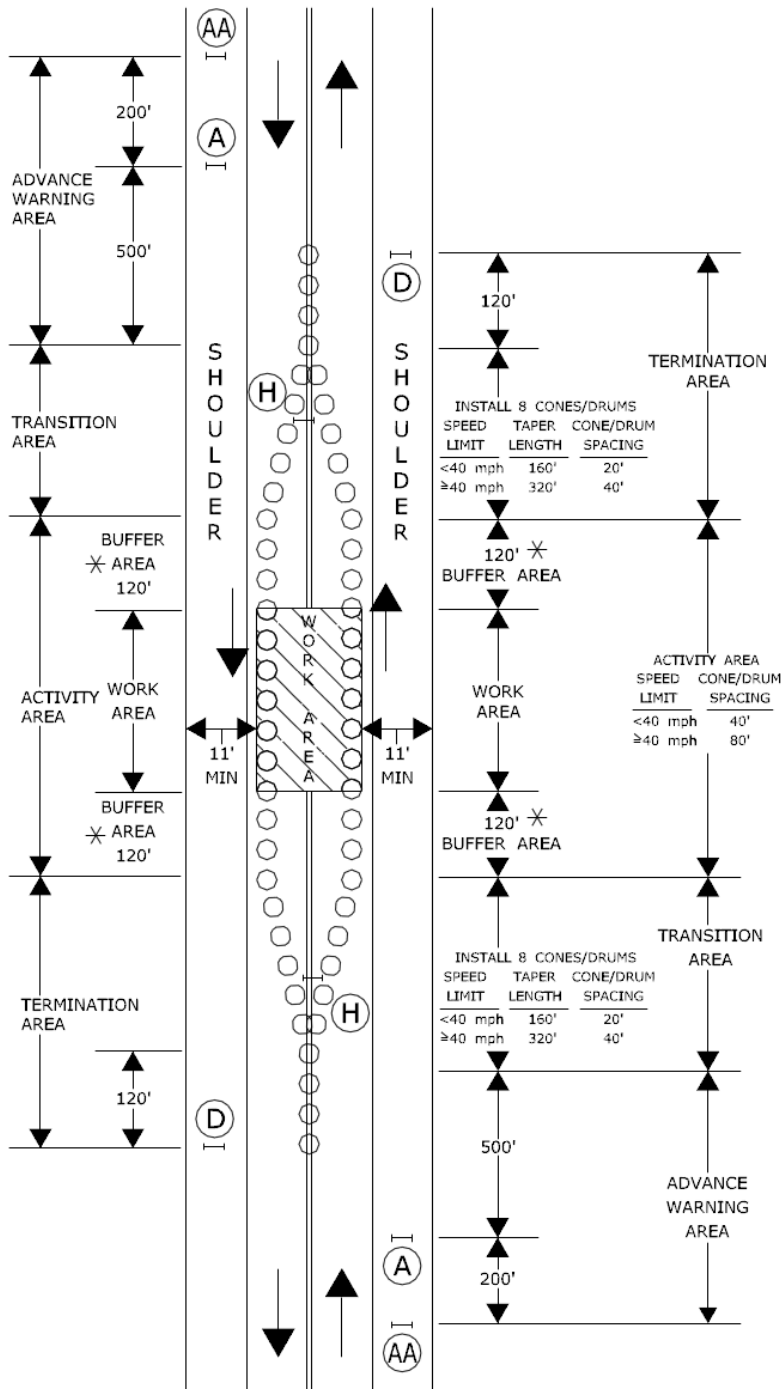
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

WORK IN MIDDLE OF ROADWAY TWO LANE HIGHWAY

SIGN FACE
72 SQ. FT (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 16

SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

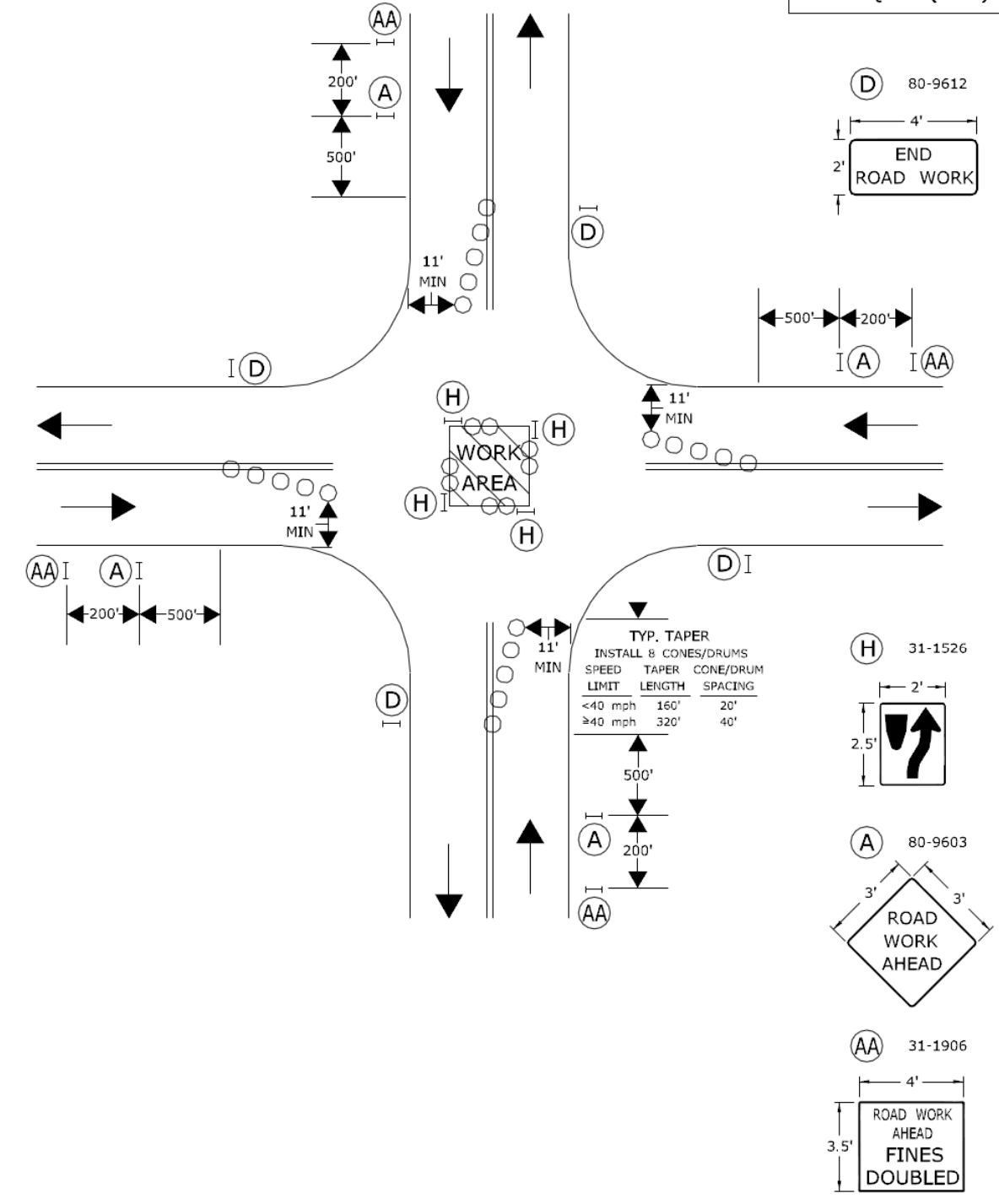
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:56:51-04'00'

WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE
144 SQ. FT (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 17

SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:57:16-04'00"

Section 9.71-.05 Basis of Payment

Add the following:

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports and foundations if necessary during construction of the project.

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include all costs associated with the use of traffic cones, traffic drums, construction barricades, barricade warning lights, and construction signage as required or deemed necessary during the construction of the project.

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include all costs associated with developing, obtaining approval for, and implementing any and all required traffic control plans for the various project roadways.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM # 0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	LS

ITEM #1002121A – ORNAMENTAL LIGHT POLE FOUNDATION (INSTALL ONLY)

Work under this item shall conform to the applicable provisions of Section 10.02 of the Standard Specifications Form 818 amended as follows:

DESCRIPTION

This work shall consist of installing ornamental light pole foundation supplied by United Illuminating (UI) at the locations shown on the plans or as ordered by the Engineer.

MATERIALS

The ornamental light pole foundation will be delivered to the site by UI.

CONSTRUCTION METHODS

The top of the foundation shall be 3” above finished grade or as directed by the engineer.

METHOD OF MEASUREMENT

This work will be measured for payment by the actual number of Ornamental Light Foundation installed and accepted.

BASIS OF PAYMENT

This work will be paid for at the contract unit price each for ‘Ornamental Light Pole Foundation (Install Only)’ complete in place, which price shall include all materials, equipment, tools, excavation, disposal of surplus material, electrical conduit sweeps, conduit caps, ground rod, sleeves, bonding bushings, anchor bolts and backfill.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #1002121A	ORNAMENTAL LIGHT POLE FOUNDATION (INSTALL ONLY)	EA

ITEM #1008016A - 2" RIGID METAL CONDUIT – SURFACE (FURNISH ONLY)

Work under this item shall conform to the applicable provisions of Section 10.08 of the Standard Specifications Form 818 amended as follows:

DESCRIPTION

This work shall consist of providing United Illuminating (UI) 2" rigid metal conduit, standoff brackets, threadless weatherhead, "U" bolts, and lag bolts to complete the installation on the riser poles. The Contractor shall furnish and install the first 10 feet of conduit on the riser poles.

METHOD OF MEASUREMENT

This work will be measured for payment by the actual number of linear feet of 2" rigid metal conduit provided by the Contractor to UI.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per linear foot for "2" Rigid Metal Conduit – Surface (Furnish Only)" supplied. The price shall include all standoff brackets, threadless weatherhead, "U" bolts, and lag bolts supplied.

The installation of the first 10 feet of conduit on the riser poles shall be paid for under the item "2" Rigid Metal Conduit – Surface".

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #1008016A	2" RIGID METAL CONDUIT SURFACE (FURNISH ONLY)	LF

ITEM #1208931A – SIGN FACE – SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)

Section 12.08 is supplemented and amended as follows:

12.08.01—Description:

Add the following:

This item shall also include field testing of metal sign base posts as directed by the Engineer.

12.08.03—Construction Methods:

Delete the last sentence and add the following:

Metal sign base posts shall be whole and uncut. Sign base post embedment and reveal lengths shall be as shown on the plans. The Contractor shall drive the metal sign base posts by hand tools, by mechanical means or by auguring holes. If an obstruction is encountered while driving or placing the metal sign base post, the Contractor shall notify the Engineer who will determine whether the obstruction shall be removed, the sign base post or posts relocated, or the base post installation in ledge detail shall apply. Backfill shall be thoroughly tamped after the posts have been set level and plumb.

Field Testing of Metal Sign Posts: When the sign installations are complete, the Contractor shall notify the Engineer the Project is ready for field testing. Based on the number of posts in the Project, the Engineer will select random sign base posts which shall be removed by the Contractor for inspection and measurement by the Engineer. After such inspection is completed at each base post location, the Contractor shall restore or replace such portions of the work to the condition required by the Contract. Refer to the table in 12.08.05 for the number of posts to be field tested.

12.08.04—Method of Measurement:

Add the following:

The work required to expose and measure sign base post length and embedment depth using field testing methods, and restoration of such work, will not be measured for payment and shall be included in the general cost of the work.

12.08.05—Basis of Payment:

Replace the entire Article with the following:

This work will be paid for at the Contract unit price per square foot for “Sign Face - Sheet Aluminum” of the type specified complete in place, adjusted by multiplying by the applicable Pay

Factor listed in the table below. The price for this work shall include the completed sign, metal sign post(s), span-mounted sign brackets and mast arm-mounted brackets, mounting hardware, including reinforcing plates, field testing, restoration and replacement of defective base post(s), and all materials, equipment, and work incidental thereto.

Pay Factor Scale: Work shall be considered defective whenever the base post length or base post embedment depth is less than the specified length by more than 2 inches. If the number of defects results in rejection, the Contractor shall remove and replace all metal sign base posts on the Project, at no cost to the Department.

Number of Posts to be Tested and Pay Factors (Based on Number of Defects)

Number of Posts in Project =>	51-100	101-250	251-1000	>1000
Sample Size=>	5 Posts	10 Posts	40 Posts	60 Posts
0 Defects	1.0	1.0	1.025	1.025
1 Defect	0.9	0.95	0.975	0.983
2 Defects	Rejection	0.9	0.95	0.967
3 Defects	Rejection	Rejection	0.925	0.95
4 Defects	Rejection	Rejection	0.9	0.933
5 Defects	Rejection	Rejection	Rejection	0.917
6 Defects	Rejection	Rejection	Rejection	0.9
7 or more Defects	Rejection	Rejection	Rejection	Rejection

Note: Projects with 50 or fewer posts will not include field testing

ITEM #1208938A – PROJECT SIGN

DESCRIPTION

This item shall consist of furnishing and installing project sign at the locations shown on the plans or as ordered.

MATERIALS

SIGN PANEL: Signs should be made from suitable materials to perform effectively for a minimum of 3 years. Example of allowable materials include ¾" MDO-EXT-APA Plywood or 0.125-gauge sheet aluminum. The following types of materials shall not be used: mesh, non-rigid, roll-up, corrugated or waffle board types substrates, foam core and composite aluminum sign substrates.

Suitable attachments shall be provided so that the signs can be firmly attached to the sign supports without causing damage to the signs.

Signs may be painted or use non-reflective plastic sheeting. Paint shall be extremely durable, high quality, semi-gloss enamel resistant to air, sun and water. Non-reflective plastic sheeting shall be permanently adhered to the backing. The material shall withstand 3 years' vertical, south-facing exterior exposure.

COLORS: All letters and symbols shall be blue code #0000FF, rgb (0, 0, 255), pantone 294, or approved equal. Background shall be white code #FFFFFF, rgb (255, 255, 255), or approved equal. If plywood is used for the sign panel, the back of the panel shall be painted matte black.

TYPEFACE: Helvetica Medium

SIGN SUPPORT: Sign panels shall be attached to vertical sign support posts. All sign supports shall have breakaway features that meet AASHTO requirements contained in the current "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals". The breakaway features shall be structurally adequate to carry the sign panel at 60-mph wind loading. Installation shall be in accordance with the manufacturer's recommendations. A minimum 2-ft embedment depth below the ground line is required.

CONSTRUCTION METHODS

LOCATION: The signs SHALL be installed parallel to the travelway, so they are NOT easily viewable by drivers, as the signs are not MUTCD compliant and not intended to be roadway signs.

The lateral offset from the edge of road to the face of sign should be 6-12 feet. 12 feet is preferred where space is available for installation. When installed on a trail, the lateral offset should be 2 feet.

The bottom of the sign should be mounted 7 feet above the edge of road.

DURATION: The signs shall be erected for the life of the construction project. This means that they should be erected only after Notice to Proceed has been given to the contractor and should be removed with all other construction related signs at the end of the project considered to be the point that acceptance of the construction work is given.

METHOD OF MEASUREMENT

This work will be measured for payment by the actual number of project signs installed and accepted.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per each “Project Sign” complete in place, which price shall include metal sign posts, mounting hardware, including brackets, and all material, equipment, labor and work incidental thereto.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
ITEM #1208938A	PROJECT SIGN	EA

**EAST MAIN STREET
ROADWAY IMPROVEMENT
PROJECT
ANSONIA, CT**

**ATTACHMENT A
Commission on Human Rights and Opportunities
Contract Compliance Regulations Notification to
Bidders**

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? <div style="text-align: right;">Yes___ No___</div>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? <div style="text-align: right;">Yes___ No___</div>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? <div style="text-align: right;">Yes___ No___</div>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? <div style="text-align: right;">Yes___ No___</div>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? <div style="text-align: right;">Yes___ No___</div>	9. Does your company have a mandatory retirement age for all employees? <div style="text-align: right;">Yes___ No___</div>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? <div style="text-align: right;">Yes ___ No ___ NA ___</div>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? <div style="text-align: right;">Yes ___ No ___ NA ___</div>
6. Does your company have a collective bargaining agreement with workers? <div style="text-align: right;">Yes___ No___</div> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes___ No___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? <div style="text-align: right;">Yes___ No___</div>	13. Is there a person in your company who is responsible for equal employment opportunity? <div style="text-align: right;">Yes ___ No ___</div> If yes, give name and phone number. _____

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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Non-Discrimination and Affirmative Action Provisions

- (A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.
- (B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..
- (C) If the Contract is a municipal public works contract or a quasi-public agency project, the

Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

**EAST MAIN STREET
ROADWAY IMPROVEMENT
PROJECT**

ANSONIA, CT

ATTACHMENT B
Construction Contracts – Required Contract
Provisions (State Funded Only Contracts)

Construction Contracts - Required Contract Provisions (State Funded Only Contracts)

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1. Contractor Work Force Utilization / Equal Employment Opportunity

- (a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

2. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

3. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

4. Connecticut Statutory Labor Requirements

- (a) **Construction, Alteration or Repair of Public Works Projects; Wage Rates.** The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i)

of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner 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 of the Connecticut General Statutes, as revised, 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.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials

and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

6. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

7. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section

and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Please be aware the Nondiscrimination Certifications can be found at the Office of Policy and Management website:

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>

8. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

9. Connecticut Freedom of Information Act

(a) Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and

shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

10. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

11. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit C, and hereby made part of this Contract.

13. Forum and Choice of Law

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

14. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

15. Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

16. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit D.

17. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

18. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

19. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

EXHIBIT A**CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY****1. Project Workforce Utilization Goals:**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the Appendix A below.

STATE FUNDED PROJECTS (only)**APPENDIX A****(Labor Market Goals)****LABOR MARKET AREA GOAL****Minority****Female**

Bridgeport				22.7%
1.4%				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury				10.7%
3.8%				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
Danielson				4.3%
1.8%				
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
Hartford				13.7%
2.1%				
Andover	Ashford	Avon	Barkhamsted	

Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

Lower River	4.3%
1.8%	

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL**Minority****Female**

New Haven	17.9%
3.1%	

Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

New London	7.4%
3.1%	

Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		

Stamford	33.2%
2.1%	

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington	4.3%
1.8%	

Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon

Torrington

Warren

Waterbury
1.6%**12.4%**Bethlehem
Southbury
WolcottMiddlebury
Thomaston
WoodburyNaugatuck
WaterburyProspect
Watertown

Rev. 4/24/2019

EXHIBIT B**Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).**

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. § 17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination
 - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** solicit contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

EXHIBIT D

(state wages will be inserted here)

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

ID#: 21-21413

**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: Ansonia

Project Town: Ansonia

State#: Ansonia

FAP#: Ansonia

Project: East Main Street Roadway Improvement Project (Ansonia)

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	36.45	34.44
2) Carpenters, Piledrivermen	34.53	25.64
2a) Diver Tenders	34.53	25.64
3) Divers	42.99	25.64
03a) Millwrights	35.64	26.49
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	52.25	22.55
4a) Painters: Brush and Roller	35.62	22.55
4b) Painters: Spray Only	38.62	22.55
4c) Painters: Steel Only	37.62	22.55
4d) Painters: Blast and Spray	38.62	22.55
4e) Painters: Tanks, Tower and Swing	37.62	22.55

Project: East Main Street Roadway Improvement Project (Ansonia)

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)	39.0	29.91+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	44.63	32.95
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	31.0	22.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.25	22.15
10) Group 3: Pipelayers	31.5	22.15
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	31.5	22.15
12) Group 5: Toxic waste removal (non-mechanical systems)	33.0	22.15
13) Group 6: Blasters	32.75	22.15
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	32.0	22.15
Group 8: Traffic control signalmen	18.0	22.15
Group 9: Hydraulic Drills	29.3	18.90
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	33.23	22.15 + a
13b) Brakemen, Trackmen	32.26	22.15 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		

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

Project: East Main Street Roadway Improvement Project (Ansonia)

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

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	40.91	25.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	40.28	25.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	39.17	25.30 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	38.71	25.30 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	36.54	25.30 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	36.54	25.30 + a
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Group 12: Wellpoint Operator.	36.48	25.30 + a
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Project: East Main Street Roadway Improvement Project (Ansonia)

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

****NOTE: SEE BELOW**

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

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

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20

As of: April 5, 2021

28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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Project: East Main Street Roadway Improvement Project (Ansonia)

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 \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rated capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

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

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

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

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

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

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

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

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

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

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

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

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

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

As of: April 5, 2021

Project: East Main Street Roadway Improvement Project (Ansonia)

~~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: April 5, 2021

Important Information:

For use with Building, Heavy/Highway, and Residential

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 \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with boom including jib, 150 feet - \$1.50 extra.

Crane with boom including jib, 200 feet - \$2.50 extra.

Crane with boom including jib, 250 feet - \$5.00 extra.

Crane with boom including jib, 300 feet - \$7.00 extra.

Crane with boom including jib, 400 feet - \$10.00 extra.

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

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

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 Persons 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.

**EAST MAIN STREET
ROADWAY IMPROVEMENT
PROJECT**

ANSONIA, CT

**ATTACHMENT C
State of Connecticut
Certificate of Compliance with Connecticut
General Statute Section 31-57b**

The following Certificate of Compliance with Connecticut General Statute Section 31-57b form must be completed by the apparent low bidder.

STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed:

(Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____)

SS:

A.D., 20 _____

Sworn to and personally appeared before me for the above, _____
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

(Notary Public)

(Seal)