

TOWN OF GLASTONBURY
ENGINEERING DIVISION
PW-1703



CONTRACT DOCUMENTS

FOR

GATEWAY CORPORATE PARK
BICYCLE AND PEDESTRIAN IMPROVEMENTS

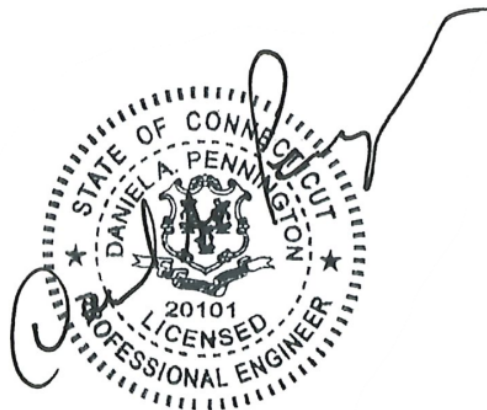
STATE PROJECT L053-0005

BID # GL-2023-31

ISSUED FOR BID

ADVERTISED ON: APRIL 6, 2023

BID DUE DATE: MAY 3, 2023



TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2023-31 State Project No L053-0005	Gateway Corporate Park Bicycle and Pedestrian Improvements	May 3, 2023 at 11:00 A.M.

The Town of Glastonbury will receive on-line Bids for bicycle and pedestrian improvements located on Western Boulevard, Eastern Boulevard, and National Drive in Glastonbury, State Project No. L053-0005 (Bid #GL-2023-31).

Bidders wishing to submit a bid proposal for this solicitation are directed to respond online through a secure e-Procurement portal. Responses can be submitted at the following link: <https://app.negometrix.com/buyer/2832>, under the bid title "**GL-2023-31 Gateway Corporate Park Bicycle and Pedestrian Improvements**". All bids will be publicly opened and read aloud. **No late bids will be accepted.**

This Invitation to Bid, Instructions to Bidders, Drawings, Specifications and other Bidding Documents (as defined in the Instruction to Bidders) are available for viewing and downloading on the Town of Glastonbury website www.glastonburyct.gov or the State's website at www.das.state.ct.us at no cost.

Each Bid must be accompanied by a bid security in the form of a Bid Bond, certified in an amount not less than 10% of the base bid except as otherwise expressly provided in the Instruction to Bidders. The successful bidder will be required to provide performance and labor and material payment bonds in the full amount of the agreed contract price.

Bidders are further advised that this project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. This project is also subject to State set-aside and contract compliance requirements.

The Town of Glastonbury is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to bid.

The Town reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the Town, in its discretion, to be in the best interest of the Town. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the Town, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Town to reject any and all Bids, in whole or in part.

Gina J. Consiglio
Purchasing Agent

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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INFORMATION FOR BIDDERS

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**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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INFORMATION FOR BIDDERS**

1. Bidders submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Bids can be submitted at the following link: <https://app.negometrix.com/buyer/2832> under the bid title “**GL-2023-31 Gateway Corporate Park Bicycle and Pedestrian Improvements**”. Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a vendor are available at this website:

<https://help.negometrix.com/en/support/solutions/articles/9000177626-register-on-negometrix4>

Bidders will be required to upload their bid response in **one consolidated pdf document** in the following file located in the bid portal:

- Bid Response & Related Documents
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid when such action is deemed to be in the best interest of the Town of Glastonbury.
 3. The award will be on the basis of bid total cost of the lowest qualified, responsible, and responsive bidder unless otherwise specified. The bid total cost shall be arrived at by the mathematical calculation of the unit price multiplied times the number of units specified for each line item, and the total sum of all line items in the bid. In the event that the Town finds computational errors in a respondent’s bid proposal, the bid total cost shall be recalculated by the Town based on the unit prices contained in the bid proposal.
 4. Bids will be carefully evaluated as to conformance with stated specifications.
 5. Specifications must be submitted complete in every detail and, when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
 7. The Contract Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
 8. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury.
 9. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
 10. Each electronic bid submission must be accompanied by a COPY of the bid bond payable to the Town for ten percent (10%) of the total amount of the bid. Original bid bonds from all respondents must be mailed to the attention of the Purchasing Agent immediately (within 24 hours) following the virtual bid opening at the following address: Town of Glastonbury, PO Box 6523, Glastonbury, CT 06033-6523, Attn: Gina J. Consiglio, Purchasing Agent. The bid bond of the successful

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Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

11. A 100% Performance and a 100% Payment bond are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bond will be returned upon the delivery and acceptance of the bid items.
12. The Bidder agrees and warrants that in the submission of this sealed Bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed Bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Connecticut Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 28, 2013. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP-1). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonburyct.gov. Upon entering the website scroll down to click on Bids & Proposals Icon which will bring you to the links for the Code of Ethics and the Acknowledgement Form.
16. **Non-Resident Contractors:** (if applicable)
Upon award the Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more.** The contractor will be required to promptly furnish to the Town a copy of the **Form AU-968 - Certificate of Compliance** issued by the State of Connecticut, DRS. See State of Connecticut **Notice SN 2012 (2).**
17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or

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criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

19. State Prevailing Wage Rates:

Respondents shall comply with State Statutes concerning Employment and Labor Practices, if applicable, and Section 31-53 of the Connecticut General Statutes, as amended (Prevailing Wages). Wage Rate Determination for this project from the State of Connecticut is included in the Bid Documents. Certified payrolls for site labor shall be submitted weekly to the Town's Representative or his designee on the correct State of Connecticut form (see RFP). The Town reserves the right to, without prior notice, audit payroll checks given to workers on site in order to ascertain that wages and fringe benefits are being paid as required by the State of Connecticut. Please make special note of the State requirement to adjust wage and fringe benefit rates on each July 1st following the original published rates.

NOTE that respondent is to include in its proposal all costs required by such annual increases in the PREVAILING RATES. NO escalation clauses are to be included in the respondent's proposal and NO escalation clauses will be in the Contract Agreement. Respondent is to anticipate any future increases and include these costs in the proposal response.

Contractor's invoices will not be paid if certified payrolls are incomplete, incorrect or not received in a timely manner.

All Apprentices must be registered with the State of Connecticut and their number shall not exceed the number allowed by law. Otherwise, all workers must be paid at least the Journeyman rate listed including benefits.

OSHA SAFETY AND HEALTH CERTIFICATION

Effective July 1, 2009: Any Mechanic, Laborer, or Worker, who performs work in a classification listed on the prevailing wage rate schedule on any public works project covered under C.G.S. Section 31-53, both on site and on or in the public building, must have completed a federal OSHA Safety and Health course within the last 5 years.

20. Each bid shall also include a description of three similar (3) projects completed by the bidder with references to demonstrate successful experience with similar projects. Please provide project name, contact information and contract value.

21. Commission on Human Rights and Opportunities (CHRO) Requirements:

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

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As stated above, the work for this project falls under the provisions of CONN. GEN. STAT. Sections 46a-68c and 46a-68d which require that prior to the award of this contract, you must have your company affirmative action plan approved by CHRO. A copy of your plan must be submitted to the CHRO within 30 days of your receipt of award. Should you have any questions regarding the preparation of your plan, please contact the Contract Compliance Unit at the Commission on Human Rights and Opportunities at (860) 541-4709.

Affirmative action plans can be sent to:
Commission on Human Rights and Opportunities
25 Sigourney Street Hartford, CT 06106
Attn: Contract Compliance Unit

22. Completion of a Certificate of compliance per CGS Section 31-57B is **REQUIRED** as part of this bid response. This form can be found at the beginning of ATTACHMENT A.

23. **Compliance with Town Ordinance Prohibiting Natural Gas Waste & Oil Waste From Natural Gas Extraction Activities or Oil Extraction Activities:** If this bid is for the construction, repair or maintenance of Town owned and/or maintained roads or real property within the Town related to either (a) the purchase or acquisition of materials by the Town to be used to construct, repair or maintain any Town owned and/or maintained road or real property within the Town or (b) the performance of services for the Town to construct, repair or maintain any Town owned and/or maintained road or real property within the Town, the Bidder shall provide the following signed statement to the Town in its bid response, which shall be a certification under penalty of perjury by the Bidder:

"The undersigned Bidder, _____, hereby submits a bid for materials, equipment and/or services for the Town of Glastonbury. The bid is for bid documents titled "Gateway Corporate Park Bicycle and Pedestrian Improvements Bid# GL-2023-31".

The undersigned Bidder hereby certifies under penalty of perjury that in connection with the bid and, if it is awarded the purchase order or contract by the Town, in connection with any purchase order or contract: (1) no materials containing natural gas waste or oil waste from natural gas extraction activities or oil extraction activities shall be provided to the Town or shall be used in providing any services to the Town by the undersigned Bidder or any contractor, sub-contractor or agent of the undersigned Bidder; (b) nor will the undersigned Bidder or any contractor, subcontractor or agent of the undersigned Bidder apply any natural gas waste or oil waste from natural gas extraction activities or oil extraction activities to any publicly owned and/or maintained road or real property within the Town of Glastonbury in performing its obligations under the purchase order or contract.

The undersigned Bidder hereby agrees and acknowledges that this requirement shall be a term of the purchase order or contract, if it awarded the purchase order or contract by the Town, and any breach of this provision shall be a breach of the purchase order or contract."

24. All Bidders are hereby made aware that, as per the Form 818, the selected contractor shall self-perform a minimum of 50% of the total contract value with its own organization.
25. All Bidders are hereby made aware that per LOTCIP Program guidelines local bidder preference is not allowed.

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NOTE: Any technical questions regarding this bid shall be made in writing (email acceptable) and directed to Daniel A. Pennington, P.E., Town Engineer/Manager of Physical Services, 2155 Main Street, PO Box 6523, Glastonbury, CT 06033; daniel.pennington@glastonbury-ct.gov. Telephone (860) 652-7736 between the hours of 8:00 a.m. – 4:30 p.m. For administrative questions concerning this bid/proposal, please contact Gina J. Consiglio, Purchasing Agent, at (860) 652-7588 or email the Purchasing Department at purchasing@glastonbury-ct.gov. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov (Upon entering the website scroll down to click on Bids & Proposals Icon, then scroll down page to see the active bid table. You must click the Bid Title to view all bid details and document links). The request must be received at least five (5) business days prior to the advertised response deadline identified within the Invitation to Bid. **It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**

IMPORTANT:

- Failure to comply with general rules may result in disqualification of the Bidder.
- Municipal projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
STATE PROJECT L053-0005, PW-1703
GENERAL CONSTRUCTION SPECIFICATIONS**

01.00 WORKMANSHIP, MATERIALS AND EMPLOYEES

01.01 Wherever in this contract the word “Engineer” is used, it shall be understood as referring to the Town Engineer/Manager of Physical Services of the Town of Glastonbury acting personally or through any assistants duly authorized.

01.02 The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

01.03 The wording “furnish”, “install”, “construct”, “furnish and install”, or any similar terms, unless specifically noted to the contrary, shall include all labor, materials, water, tools, equipment, light, power, transportation, and any other services required for the completion of the work.

01.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

02.00 SUPERINTENDENT

02.01 The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

03.00 PRECONSTRUCTION MEETING

03.01 A Preconstruction Meeting will be held with the Engineer, Contractor, and any private utility company prior to commencing any work. The Engineer shall arrange the meeting based on a mutually convenient time.

04.00 PERMITS

04.01 Other than local permit approvals, all permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor.

05.00 PROPERTY ACCESS

05.01 The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.

05.02 The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

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05.03 The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported, in writing, to the Engineer.

06.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

06.01 The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract. Such barriers including temporary construction fence as directed by the Engineer, shall not be measured for payment, but rather included in the general cost of the work. Temporary signage shall be measured for payment under the Construction Signs pay item.

06.02 The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.

06.03 The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions.

07.00 EXISTING IMPROVEMENTS

07.01 The Contractor shall conduct his work so as to minimize damage to existing improvements. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as near as practical, all improvements on public or private property. This shall include:

- a. Property within and adjacent to the side of installation such as shrubs, walks, driveways, fences, etc.
- b. Utility mains, ducts, poles, and services. The Contractor is hereby notified that utilities, if/where shown on the plans, are at approximate locations. These locations are subject to possible errors in the source of information and errors in transcription. The Contractor shall make certain of the exact location of all mains, ducts, poles, and services prior to excavation.

08.00 SEPARATE CONTRACTS

08.01 The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

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09.00 INSPECTION OF WORK

- 09.01 The Town shall provide sufficient personnel for the inspection of the work.
- 09.02 The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.
- 09.03 If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.
- 09.04 Reinspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of reinspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10.00 RIGHT TO INCREASE OR DECREASE WORK

- 10.01 The Town shall have the right to increase or decrease the amount of work herein specified as may be required.

11.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS

- 11.01 Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the streets in proper condition for use by the public during the time the work is suspended as herein provided, without cost to the Town.

12.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS

- 12.01 Any faithful work or imperfect material that may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to construct work in the proper manner and the use of materials herein specified.

13.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY

- 13.01 If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and

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specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.

13.02 If, within five days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.

13.03 Additional costs incurred over and above the original Contract shall be borne by the Contractor.

14.00 DEDUCTIONS FOR UNCORRECTED WORK

14.01 If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

14.02 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town, and shall bear the expense of making good all work by other contractors destroyed or damaged by such removal or replacement.

14.03 If the Contractor does not remove such condemned work and materials as promptly as possible after written notice, the Engineer may remove them and store the materials at the expense of the Contractor.

15.00 CLEANING UP

15.01 The Contractor must remove all debris of every description as the work progresses and leave the surroundings in a neat and orderly condition to the satisfaction of the Engineer.

15.02 Upon completion, and before acceptance and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish and miscellaneous debris and leave the site in a neat and presentable condition.

16.00 ROYALTIES AND PATENTS

16.01 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Glastonbury harmless from loss on account thereof, except that the Town of Glastonbury shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Town of Glastonbury.

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SPECIAL CONDITIONS

01.00 NOTICE TO CONTRACTOR

01.01 Intent of Contract: The intent of the Contract is to prescribe a complete work or improvement that the Contractor undertakes to do, in full compliance with the specifications, plans, special provisions, proposal, and Contract. The Contractor shall perform all work in close conformity with the lines, grades, typical cross-sections, dimensions, and other data shown on the plans or as modified by written orders, including the furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project.

Much time and effort has gone into this project in an effort to minimize impact on trees and adjacent properties. Extreme care shall be taken by the Contractor to honor commitments made by the Town. Prior to doing any work, the Contractor should meet with the Engineer to become familiar with the conditions encountered and commitments made.

01.02 The Contractor is hereby alerted to the fact that the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818 (Form 818) latest edition including supplements thereto dated January 2022, are the governing specifications and are to be considered part of the Contract Documents. The Form 818 shall not be provided by the Town and any cost associated therewith shall be the responsibility of the Contractor. In case of any discrepancy between the Contract Drawings or Specifications and the Form 818, the matter shall immediately be submitted to the Engineer. The Engineer shall have sole authority in resolving any discrepancies.

01.03 **Superpave Design Level Information:** Hot-Mix Asphalt (HMA) constructed according to the Superpave mix-design system is required to attain a Superpave Design Level and is required to use a Performance Graded (PG) binder. **All HMA Mix Designations included in the contract shall use Superpave Design Level 2 using PG 64S-22 Binder.**

01.04 Limitations on work hours are described in Special Conditions Section 17.02. The Contractor shall understand and strictly comply with these limitations.

01.05 **Roadway Widening Areas:** Project requires roadway widening in some areas of Western Boulevard and Eastern Boulevard to accommodate incorporation of bike friendly shoulders. Contractor is required to saw cut, remove and dispose of the existing curbing, pavement and subgrade to the elevation of the required subbase. Work required for this portion of the project will be measured and paid for under "Earth Excavation". Contractor is required to reconstruct the roadway widening sections per the typical roadway section or matching the existing roadway cross section. Saw Cutting, Subbase, Processed Stone Base and Pavement required to complete this item will be measured and paid for under each of the various contract items listed within the contract documents.

01.06 **Special Type "C" Catch Basin- 0'-10' Deep:** Item consists of a Type "C-L" Double Gate Type I catch basin sump and riser sections with a modified Type "C-L" Double Gate Type I Catch Basin conversion slab required to accept a Type "C" Catch Basin frame and grate. Catch Basin structure shall be oriented with the longer side protruding outwards into the street to accept the existing storm drainage pipes and install the new catch basin frame on the proposed curb line in the areas of roadway widening.

01.07 **Pavement Marking Removal:** All existing pavement markings within the project area depicted on the contract drawings are to be removed. Contractor is required to submit for

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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approval a work plan outlining the means and methods to be utilized. Pavement marking removal means and methods shall not damage the existing pavement surface as outlined within the specification.

- 01.08 **Protection of State Listed Species of Special Concern Eastern Box Turtle, Green Snake:** The Contractor is hereby made aware state listed species of concern have been identified within the project limits as per correspondence from CTDEEP included in Attachment E. As such, all construction work performed under this contract shall be conducted in such a manner as to protect these species from harm during construction activities. As described in Attachment E and the Environmental Compliance Section 1.10 of the Special Provisions, the Contractor will be required to strictly adhere to these guidelines, including: searching work areas each morning before starting equipment to ensure that no turtles or snakes are within the travel paths or work areas; relocating turtles and snakes away from the construction area; notifying Town staff of the location that turtles or snakes have been found; closing off construction staging areas with silt fence at night to prevent turtles or snakes from accessing these areas, and other related items as described in the Special Provisions. This work will not be measured and paid for separately, but rather will be included in the general cost of the project.

02.00 COMMUNICATIONS

- 02.01 All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- 02.02 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may, from time to time, designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- 02.03 All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the Town Engineer/Manager of Physical Services, 2155 Main Street, Glastonbury, CT 06033, and any notice to, or demand upon, the Town shall be delivered at the above address in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office or to such other representatives of the Town, or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose.
- 02.04 Any such notice shall be deemed to have been given as of the time of actual delivery or, in case of mailing, when the same should have been received in due course of post or, in the case of telegrams, at the time of actual receipt, as the case may be.

03.00 PARTIAL USE OF IMPROVEMENTS

- 03.01 The Town may, at its election, give notice to the Contractor and place in use those sections of the work that have been completed, inspected and can be accepted as complying with the Contractor Documents and if, in its opinion, each such section is reasonably safe and fit for the use and accommodation for which it was intended, provided:
- a. The use of such sections of the work shall not materially impede the completion of the remainder of the work by the Contractor.

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee shall not begin until the date of the final acceptance of all work required under this Contract.

04.00 INSURANCE

04.01 The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and the State of Connecticut and their employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

- a. Worker's Compensation Insurance:
 - Statutory Coverage
 - Employer's Liability
 - \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 each employee
 - A Waiver of Subrogation shall be provided
- b. Commercial General Liability:
 - Including Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors
 - Limits of Liability for Bodily Injury and Property Damage
Each Occurrence: \$1,000,000
Aggregate: \$2,000,000
(The Aggregate Limit shall apply separately to each job.)
 - A Waiver of Subrogation shall be provided
- c. Automobile Insurance:
 - Including all owned, hired, borrowed, and non-owned vehicle
 - Limit of Liability for Bodily Injury and Property Damage
Per Accident: \$1,000,000
 - A Waiver of Subrogation shall be provided
- d. Umbrella of Excess Liability:
 - State in the Remarks Section that coverage is follow form.
 - Limit of Liability Each Occurrence \$1,000,000
Aggregate \$1,000,000

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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e. Owner's and Contractor's Protective Liability Insurance:

With respect to the Contractor's Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the State and the Town of Glastonbury, insurance which shall provide coverage of at least \$1,000,000 for each accident or occurrence resulting in damages from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide an aggregate coverage of at least \$2,000,000 for all pertinent damages arising during the policy period

04.02 The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town **60 days** in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage. The Bidder shall provide the Town copies of any such insurance policies upon request.

04.03 **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and the State of Connecticut and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Contractor's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Contractor, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Contractor to perform or furnish either of the services, or anyone for whose acts the Contractor may be liable.

05.00 WORK BY OTHERS

05.01 Private utilities, contractors, developers or other parties may be expected to be working within the Contract area during this Contract. It shall be the responsibility of the Contractor to coordinate his work with the work being done by others in order that the construction shall proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Town, the Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

06.00 CONTRACTOR'S WORK AND STORAGE AREA

06.01 The Contractor shall contact the Town to determine if any specific locations will be designated, or gain its approval prior to using any area for storage of equipment, materials and trailers during the period of this Contract. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Engineer and at no cost to the Town.

07.00 DISPOSAL AREA

07.01 The Tryon Street Bulky Waste Facility will be available to the Contractor, at no charge, for disposal of materials that are accepted at that facility. Prior to any disposal, the

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Contractor is required to register all vehicles being utilized for disposal and obtain a permit for each vehicle from the Sanitation Department. Waste disposal guidelines for the Bulky Waste facility are published on the Town web site at the addresses shown below. Each bidder shall have reviewed and understand these guidelines prior to submitting a bid for the project.

[Bulky Waste Facility | Glastonbury, CT \(glastonburyct.gov\)](http://glastonburyct.gov)

[WASTE DISPOSAL GUIDELINES \(glastonburyct.gov\)](http://glastonburyct.gov)

[Refuse Disposal Permits | Glastonbury, CT \(glastonburyct.gov\)](http://glastonburyct.gov)

Holiday Schedule: [www.glastonburyct.gov.docx \(live.com\)](http://www.glastonburyct.gov.docx)

Acceptable materials generally include such materials as brush, stumps, demolition materials, and excess excavated earth materials. Unacceptable materials generally include such items as carpet, appliances, upholstered furniture; hazardous wastes such as pesticides, oil based paints and thinners; or other wastes as designated by the State Department of Energy and Environmental Protection. Demolition material cannot contain asbestos or other hazardous materials.

The Contractor shall obtain a disposal area for all other unsuitable or surplus materials at no cost to the Town.

08.00 DUST CONTROL

08.01 During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use water or calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed, without additional compensation.

09.00 MAINTENANCE / GUARANTEE PERIOD

09.01 The Contractor shall be held responsible to the Town for maintenance with respect to defects, settlements, etc. for a minimum period of one-year following the date of final acceptance of the project by the Town.

10.00 PROTECTION OF EXISTING UTILITIES

10.01 Prior to opening an excavation, effort shall be made to determine whether underground installations, (i.e., sewer, water, fuel, electric lines, etc.) will be encountered and, if so, where such underground installations are located. Before starting any excavation, the Contractor shall submit to the Engineer plans or details showing the proposed method the Contractor will use to support and protect all existing utilities during construction. The furnishing of such plans and details shall not serve to relieve the Contractor of any responsibility for the proper conduct of the work.

10.02 When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper supports shall be provided for the existing installation. Utility

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companies shall be contacted and advised of proposed work prior to the start of actual excavation.

10.03 There will be no extra payment for submitting plans or details or for any work related to supporting and protecting all existing utilities during construction.

11.00 TIME FOR COMPLETION/NOTICE TO PROCEED

11.01 The work under this Contract shall commence on the date ordered by the Engineer in the Notice to Proceed. After the work has begun, it shall continue in an orderly fashion such that all contract work is completed within one-hundred twenty (120) calendar days of the commencement date indicated in the Notice to Proceed.

Within five (5) business days after the date of the Notice of Award, the Contractor must provide the appropriate bond and insurance certificates to the Town Purchasing Agent and must be issued a Notice to Proceed and Purchase Order for the Project prior to initiating any work.

11.02 When the Contract time is stated on a calendar-day basis, that time shall be the number of consecutive calendar days contained in the Contract period, excluding the time period from each December 1 through the following March 31 (the "winter shutdown period"). The time will be computed as herein provided on a consecutive-day basis, including all Saturdays, Sundays, holidays, and non-work days from April 1 through November 30 of each included year. Time will not be charged for days in the winter shutdown period. If the Engineer so approves, the Contractor may work on certain tasks of the Project during the winter shutdown period with no charge being made against the Contract time. **If work during winter shut down is approved by the Town, approval may be granted with the condition that work under the items Trafficperson (Municipal Police Officer) or Trafficperson (Uniformed Flagger) will not be measured for payment, at the discretion of the Town.**

12.00 LIQUIDATED DAMAGES

12.01 As actual damages for any delay in completion of the work that the Contractor is required to perform under this Contract are impossible to determine, the Contractor and the Sureties shall be liable for and shall pay to the Town, as outlined within the Connecticut Department of Transportation Engineering & Construction Directive, ECD-2021- 4, the sum of \$1,200.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above-stipulated completion, or completion as modified in writing by both parties, until such work is satisfactorily completed and accepted.

13.00 SCHEDULE OF DRAWINGS

13.01 The Contractor is hereby alerted that the plan set entitled "Gateway Corporate Park Bicycle and Pedestrian Improvements Western Boulevard, Eastern Boulevard & National Drive Glastonbury, Connecticut", including 21 sheets prepared by the Town of Glastonbury Engineering Division as well as 12 related Connecticut Department of Transportation Highway and Traffic Standard Sheets are to be considered part of these specifications.

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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14.00 CHANGES IN THE WORK

14.01 The Town reserves the right to perform portions of the work in connection with these plans and specifications. The reduction in the work to be performed by the Contractor shall be made without invalidating the Contract. Whenever work is done by the Town contiguous to other work covered by this Contract, the Contractor shall provide reasonable opportunity for the execution of the work and shall properly coordinate his work with that of the Town.

15.00 LAYOUT OF WORK

15.01 The Contractor is responsible to provide stake-out of the work in accordance with the plans and specification under the item for "Construction Surveying". The Contractor shall protect all stakes from damage or destruction and shall be responsible to assure that the grade stakes have not been altered prior to actual construction.

16.00 REMOVAL AND STORAGE OF MATERIALS AND STRUCTURES FOUND ON THE WORK

16.01 All salvable materials, including traffic signal equipment, topsoil, gravel, fill materials, etc. and structures, including drainage pipes, catch basins and manhole frames and covers, guide railing, etc. that are not to remain in place or that are not designated for use in the work, shall be carefully removed by the Contractor and delivered to the Town Highway Garage located at 2380 New London Turnpike. All salvable materials removed and stored shall remain the property of the Town. The Engineer shall determine the materials or structures to be salvaged.

17.00 PROSECUTION AND PROGRESS

17.01 ADVANCE NOTICE: The Contractor shall give the Engineer a seven-day advance written notice of construction activities that will alter traffic patterns that result in lane shifts, detours, temporary closures of lane(s), permanent closure of lane(s), or lane reductions. This advance notification will allow the Town 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-day notice has been satisfied.

17.02 Limitations on work hours are described in the Prosecution and Progress Special Provision. The Contractor shall understand and strictly comply with these limitations.

Work on weekends or during time periods other than those described above will not be permitted. No work will be allowed on designated Town Holidays unless permission is granted by the Town.

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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18.00 EXTRA WORK AND RETAINAGE

18.01 Extra and cost plus work shall be governed by Article 1.04.05 and Article 1.09.04 of the Form 818.

18.02 Article 1.09.06, Part A, Item 1 of the Form 818 is hereby modified as follows: Retainage shall be withheld in the amount of five (5) percent. Release of retainage shall be made upon final acceptance of the project by the Town.

19.00 SUBMITTALS AND MATERIALS TESTING

19.01 Contractor shall provide shop drawings, materials certificates, material samples, and other submittals for material testing in conformance with these specifications and as required per the "SUGGESTED MINIMUM SCHEDULE ACCEPTANCE TESTING (LOTICIP)" dated April 2, 2019 included as Attachment D of these Specifications.

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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BID PROPOSAL

TOWN OF GLASTONBURY			
BID / PROPOSAL		GL # 2023-31	
STATE PROJECT NO.		L053-0005	
DATE ADVERTISED	4/6/2023	DATE / TIME DUE	5/3/2023 at 11:00 A.M.
NAME OF PROJECT		Gateway Corporate Park Bicycle and Pedestrian Improvements	

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also **THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDA POSTED PRIOR TO BID OPENING.**

The Bidder acknowledges receipt of the following Addenda:

Addendum #1 _____ (Initial & Date)

Addendum #2 _____ (Initial & Date)

Addendum #3 _____ (Initial & Date)

OTHER ITEMS REQUIRED WITH SUBMISSION OF BID PROPOSAL:

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- _____ 1. Included a copy of the Bid Bond as per Section 10 of the Information for Bidders. Original Bond to be mailed as specified herein.
- _____ 2. Included Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Section 17 of the Information for Bidders.
- _____ 3. Included Qualifications Statement as per Section 20 of the Information for Bidders.
- _____ 4. Included Required CHRO documentation as per Section 21 of the Information for Bidders.
- _____ 5. Included Certificate of Compliance with CGS 31-57B as per Section 22 of the Information for Bidders.
- _____ 6. Provided certification for Compliance with Town Ordinance Prohibiting Natural Gas Waste & Oil Waste From Natural Gas Extraction Activities or Oil Extraction Activities as per Section 23 of the Information for Bidders
- _____ 7. Checked Town web site for Addenda and acknowledged Addenda on page BP-1.
- _____ 8. Acknowledged Code of Ethics on page BP-5.
- _____ 9. Prepared ONE consolidated pdf file for on-line bid submission.

BIDDER NAME: _____

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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BID PROPOSAL

BIDDER NAME: _____

<u>LINE NO.</u>	<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXT</u>
1	0201001 A	Clearing and Grubbing	LS	1		
2	0202000 A	Earth Excavation	CY	657		
3	0202513 A	Removal of Concrete Sidewalk	SY	6		
4	0202529	Cut Bituminous Concrete Pavement	LF	2,328		
5	0209001	Formation of Subgrade	SY	1,054		
6	0212000 A	Subbase	CY	352		
7	0219003	Sedimentation Control Filter Fabric Fence System	LF	800		
8	0219011 A	Sediment Control System at Catch Basin	EA	13		
9	0305002 A	Processed Stone Base	CY	175		
10	0406128.20 A	Bituminous Concrete Patching-Full Depth	SY	13		
11	0406171	HMA S0.5 Level 2	TN	243		
12	0406236	Material for Tack Coat	GAL	105		
13	0586001.10	Type "C" Catch Basin- 0'- 10" Deep	EA	1		
14	0586007.10 A	Special Type "C" Catch Basin- 0'-10' Deep	EA	9		
15	0586703 A	Convert Catch Basin to Manhole	EA	1		
16	0586790.10 A	Remove Drainage Structure (0'-10' Deep)	EA	10		
17	0686000.15	15" R.C. Pipe- 0'- 10' Deep	LF	16		
18	0815001	Bituminous Concrete Lip Curbing	LF	1,928		

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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BID PROPOSAL

BIDDER NAME: _____

<u>LINE NO.</u>	<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXT</u>
19	0915001 A	Tree Protection Trench	LF	240		
20	0921001 A	Concrete Sidewalk	SF	16,700		
21	0921002 A	Concrete Sidewalk - 8" Thick	SF	2,000		
22	0921005 A	Concrete Sidewalk Ramp	SF	650		
23	0921048 A	Detectable Warning Surface	SF	150		
24	0922500 A	Bituminous Concrete Driveway (Commercial)	SY	540		
25	0944000 A	Furnishing and Placing Topsoil	SY	3,900		
26	0950005 A	Turf Establishment	SY	3,900		
27	0970006 A	Trafficperson (Municipal Police Officer)	EST	1	\$96,000.00	\$96,000.00
28	0970007 A	Trafficperson (Uniformed Flagger)	HR	160		
29	0971001 A	Maintenance and Protection of Traffic	LS	1		
30	0975002	Mobilization and Project Closeout	LS	1		
31	0978002	Traffic Drum	EA	20		
32	0980020	Construction Surveying	LS	1		
33	0981100	42" Traffic Cone	EA	20		
34	1001001	Trenching and Backfilling	LF	645		
35	1002010 A	Light Pole Base	EA	3		
36	1002011 A	Furnish and Install Street Lights	EST	1	\$12,000.00	\$12,000.00

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BID PROPOSAL

BIDDER NAME: _____

<u>LINE NO.</u>	<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXT</u>
37	1008127	2" Polyvinyl Chloride Conduit in Trench	LF	535		
38	1008181	2" Polyvinyl Chloride Conduit Under Roadway	LF	110		
39	1010039	A Precast Polymer Concrete Handhole Type II	EA	3		
40	1131030	A Changeable Message Sign Full Matrix (6' Wide)	DAY	240		
41	1206023	A Removal and Relocation of Existing Signs	EA	8		
42	1206091	A Relocate Business Sign and Lighting	LS	1		
43	1208931	A Sign Face Sheet Aluminum (Type IX Reflective Sheeting)	SF	28		
44	1210101	4" White Epoxy Resin Pavement Markings	LF	9,349		
45	1210102	4" Yellow Epoxy Resin Pavement Markings	LF	9,194		
46	1210105	Epoxy Resin Pavement Marking Sym. & Legends	SF	550		
47	1211004	Removal of Pavement Markings	LF	18,280		
48	1220004	A Project Funding Sign	SF	64		
49	1220013	Construction Signs-Bright Fluorescent Sheeting	SF	200		
50	1403501	Reset Manhole (Sanitary Sewer)	EA	8		

TOTAL BID AMOUNT: \$ _____
(Numeric)

WRITTEN TOTAL BID AMOUNT: _____

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
STATE PROJECT L053-0005, PW-1703
BID PROPOSAL**

BIDDER NAME: _____

Note:

In the event that the Town finds computational errors in a respondent's bid proposal, the bid total cost shall be recalculated by the Town based on the **unit prices** contained in the bid proposal

CODE OF ETHICS:

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes _____ No _____*

*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.

NON-COLLUSION AFFIDAVIT:

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation)

Attest

SPECIAL PROVISIONS

INDEX TO SPECIAL PROVISIONS

This index 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 index shall not be considered part of the contract.

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	NOTICE TO CONTRACTOR – UTILITY COMPANIES	2
	NOTICE TO CONTRACTOR – SUPERPAVE DESIGN LEVEL INFORMATION	2
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NOTICE TO CONTRACTOR - PROTECTION AND COORDINATION OF EXISTING UTILITIES

Existing utilities shall be maintained during construction except as specifically stated herein and/or noted on the plans and as coordinated with the utilities. 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: 8-1-1 or 1-800-922-4455 for the location of public utility, in accordance with Section 16-345 of the Regulations of the Department of Utility Control.

Representatives of the various utility companies shall be provided access to the work, by the Contractor.

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 the information shown on the plans or contained elsewhere in the specifications.

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

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.

Any damage to any existing private and public utility, as a result of the Contractors operations, shall be repaired to the utility's and Engineer's satisfaction at no cost to the Town or the Utilities, including all materials, labor, etc., required to complete the repairs.

The Contractor's attention is directed to the requirements of Section 1.07.13 - "Contractor's Responsibilities for Adjacent Property and Services".

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., water, sanitary, gas, electric ducts, communication ducts, etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation, as noted above.

The Contractor shall coordinate all utility relocations with the respective utility company. The Contractor shall notify Connecticut Natural Gas two weeks in advance of the required gas valve box adjustments as shown on the plans.

NOTICE TO CONTRACTOR – UTILITY COMPANIES

It is understood that any references in the contract documents to Northeast Utilities, CL&P and/or Yankee Gas are meant to refer to Eversource.

It is understood that any references in the contract documents to AT&T is meant to refer to Frontier Communications.

NOTICE TO CONTRACTOR – SUPERPAVE DESIGN LEVEL INFORMATION

Hot-Mix Asphalt (HMA) constructed according to the Superpave mix-design system is required to attain a Superpave Design Level and is required to use a Performance Graded (PG) binder. **All HMA Mix Designations included in the contract shall use Superpave Design Level 2 using PG 64S-22 Binder.**

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NOTICE TO CONTRACTOR – ROADWAY WIDENING AREAS

Project requires roadway widening in some areas of Western Boulevard and Eastern Boulevard to accommodate incorporation of bike friendly shoulders. Contractor is required to saw cut, remove and dispose of the existing curbing, pavement and subgrade to the elevation of the required subbase. Work required for this portion of the project will be measured and paid for under "Earth Excavation". Contractor is required to reconstruct the roadway widening sections per the typical roadway section or matching the existing roadway cross section. Saw Cutting, Subbase, Processed Stone Base and Pavement required to complete this item will be measured and paid for under each of the specified provisions listed within the contract documents.

NOTICE TO CONTRACTOR – SPECIAL TYPE "C" CATCH BASIN- 0' – 10' DEEP

Item consists of a Type "C-L" Double Grate Type I catch basin sump and riser sections with a modified Type "C-L" Double Grate Type I Catch Basin conversion slab required to accept a Type "C" Catch Basin frame and grate. Catch Basin structure shall be oriented with the longer side protruding outwards into the street to accept the existing storm drainage pipes and install the new catch basin frame on the proposed curb line in the areas of roadway widening.

NOTICE TO CONTRACTOR – PAVEMENT MARKING REMOVAL

All existing pavement markings within the project area depicted on the contract drawings are to be removed. Contractor is required to submit for approval a work plan outlining the means and methods to be utilized. Pavement marking removal means and methods shall not damage the existing pavement surface as outlined within the specification.

NOTICE TO CONTRACTOR – IRRIGATION SYSTEMS WITHIN THE PROJECT LIMITS

Contractor shall be aware that privately owned irrigation systems within the project limits may be encountered during construction activities related to installing concrete sidewalks, reconstruction of driveways and roadway widening areas. Contractor shall be responsible to protect all privately-owned existing irrigation systems encountered. Contractor is required to carefully temporarily remove the irrigation system from the work area and reinstall the irrigation system once contract work is completed along each property in the locations directed by the Engineer along with coordination with the abutting property owner. Contractor is responsible to coordinate with the abutting property owner to field test the reinstalled irrigation system once completed to ensure the system is functioning properly. Contractor is responsible for any damages to the irrigation system during removal, storage, and reinstallation at no expense to the Town of Glastonbury.

NOTICE TO CONTRACTOR – PROTECTION OF STATE LISTED SPECIES OF SPECIAL CONCERN

Protection of State Listed Species of Special Concern Eastern Box Turtle, Green Snake: The Contractor is hereby made aware state listed species of concern have been identified within the project limits as per correspondence from CTDEEP included in Attachment E. As such, all construction work performed under this contract shall be conducted in such a manner as to protect these species from harm during construction activities. As described in Attachment E and the Environmental Compliance Section 1.10 of the Special Provisions, the Contractor will be required to strictly adhere to these guidelines, including: searching work areas each morning before starting equipment to ensure that no turtles or snakes are within the travel paths or work areas; relocating turtles and snakes away from the construction area; notifying Town staff of the location that turtles or snakes have been found; closing off construction staging areas with silt fence at night to prevent turtles or snakes from accessing these areas, and other related items as described in the Special Provisions. This work will not be measured and paid for separately, but rather will be included in the general cost of the project.

SECTION 1.05 CONTROL OF WORK

Article 1.05.05 – Cooperation by Contractor

Add the following:

Agents of various public service agencies, municipal and State Departments, and private site contractors may be entering on the work site to remove existing utilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due to, or result from, said work of these agents.

Article 1.05.06 – Cooperation with Utilities

Add the following:

Written notice shall be given by the Contractor to all public service corporations or municipal and State Officials owning or having charge of publicly or privately-owned utilities 30 days in advance of the commencement of operations that will affect the utilities. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

The utility company representatives listed in Section 1.07 shall be contacted by the Contractor to coordinate the protection of their utilities on this project 30 days prior to the start of any work on this project involving their utilities.

The Contractor shall make his/her own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of construction operations.

The Contractor shall notify "Call Before You Dig" at 1-800-922-4455, 72 hours prior to disturbing ground in any way.

SECTION 1.07 LEGAL RELATIONS AND RESPONSIBILITIES

Article 1.07.07 – Safety and Public Convenience

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 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 a 12 foot travel lane along any project roadway.

Article 1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities and Services

Supplemented as follows:

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults, or other structures shall sustain them securely in place. The Contractor shall coordinate with the officers and agents of the various utility companies and municipal departments to assure that the services of these structures are maintained. The Contractor shall also be responsible for the repair or replacement, at no additional cost to the Town, of any damage to such structures caused by construction operations. The Contractor is responsible to leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the utility owner's direction. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation from the Town.

If during construction there is an existing utility and/or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures and shall notify the Engineer of the conflict. The Engineer will, as soon as possible, identify the utilities to be relocated or other such activities deemed suitable for resolution.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all of the work involved in protecting or repairing property as specified in this Section shall be included in the price paid for the various Contract items of work, and no additional compensation will be allowed.

Prior to opening an excavation, effort shall be made to determine whether underground installations, (i.e. sewer, water, fuel, electric lines, etc.) will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it's uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

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UTILITY COMPANIES WITHIN THE PROJECT AREA

The following company and representative shall be contacted by the Contractor to coordinate the protection of their utilities on this project 30 days prior to the start of any work on this project involving their utilities:

Connecticut Natural Gas Corporation, Engineering Department
Mr. Jonathan Gould,
Gas Engineer
76 Meadow Street, 2nd Floor
East Hartford, CT 06108
(860) 727-3044
jgould@ctgcorp.com

Algonquin Gas Transmission Company dba Enbridge
Mr. Kenneth Ruel,
Area Supervisor
252 Shunpike Road
Cromwell, CT 06416
Phone: (860) 894-1600 EXT: 1608
kenneth.ruel@enbridge.com

Frontier Communications
Ms. Lynne DeLucia,
Manager – Engineering & Construction
1441 North Colony Road
Meriden, CT 06450-4101
Phone: 203-238-5000
Mobile: 860-967-4389
Lynne.m.delucia@ftr.com

CoxCom, Inc.
Ms. Denise Mazzoli,
Project Planner
170 Utopia Road
Manchester, CT 06042
Phone: (860) 432-5041
denise.mazzoli@cox.com

Eversource Energy - Electric Distribution
Mr. Thomas Woronik
Supervisor - Construction Engineering
22 East High Street
East Hampton, CT 06424
Phone: (860) 267-3891
thomas.woronik@eversource.com

Lighttower Fiber Networks dba Crown Castle Fiber
Mr. Eric Clark,
Manager Fiber Construction
1781 Highland Avenue, Suite 102
Cheshire, CT 06410
Phone: (203) 649-3904
Mobile: 860-863-8311
Eric.clark@crowncastle.com

Metropolitan District Commission-(MDC)
Water Distribution
Mr. Richard Norris
Utility Coordinator/Project Manager
555 Main Street
P.O. Box 800
Hartford, CT. 06142
Phone: (860) 278-7850 Extension 3450
rnorris@themdc.com

Connecticut Natural Gas Corporation
Inspections
John Bonville
76 Meadow Street, 1st Floor
East Hartford, CT 06108
Phone: (860) 982-3815

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TOWN OF GLASTONBURY

Engineering Division
2155 Main Street
Glastonbury, CT. 06033

Daniel A. Pennington, P.E.
Director of Physical Services/Town Engineer
Phone: (860) 652-7736
Email: Daniel.pennington@glastonbury-ct.gov

Engineering Division
2155 Main Street
Glastonbury, CT. 06033

Stephen M. Braun, P.E.
Assistant Town Engineer/Project Manager
Phone: (860) 652-7743
Email: Stephen.braun@glastonbury-ct.gov

Glastonbury Police Department
2108 Main Street
Glastonbury, CT. 06033

Watch Commander
Phone: (860) 633-8301

Glastonbury Tree Warden
2143 Main Street
Glastonbury, CT. 06033

Gregory Foran
Director of Parks and Recreation/Tree Warden
Phone: (860) 652-7686
Email: Gregory.foran@glastonbury-ct.gov

Glastonbury Sanitation Department
2149 Main Street
Glastonbury, CT. 06033

Mike Manfre
Superintendent of Sanitation
Phone: (860) 652-7774
Email: Mike.manfre@glastonbury-ct.gov

SECTION 1.06 CONTROL OF MATERIALS

Article 1.06.01 - Source of Supply and Quality:

Add the following:

For the following items the contractor shall submit a complete description of the item, working drawings, catalog cuts and other descriptive literature which completely illustrates such items presented for formal approval. Such approval shall not change the requirements for a certified test report and materials certificate as may be called for. All shop drawings shall be submitted at one time, unless otherwise approved by the engineer.

1. Concrete Mix Designs for Sidewalks, Ramps
2. Wire Mesh Reinforcing
3. Processed Stone Base for Roadway widening, Sidewalks and Sidewalk Ramps
4. Subbase Material
5. Expansion Joint Material
6. Smooth Metal Dowel
7. Speed Dowel Sleeves
8. Concrete Sealer with water/salt guard
9. Detectable Warning Tile-Replaceable
10. Bituminous Concrete Lip Curbing Mix
11. Sign Posts
12. Bituminous Concrete Pavement-Superpave S0.5" Level 2
13. Bituminous Concrete for Driveways (Commercial)
14. Sediment Control System at Catch Basin
15. Sedimentation Control Filter Fabric Fence System
16. Catch Basin Components
17. Catch Basin Frames and Grates
18. Manhole Frame and Cover
19. Material for Tackcoat
20. Precast Polymer Concrete Handhole Type II
21. Light Pole Base
22. 2" Polyvinyl Chloride Conduit
23. Topsoil
24. Seed Mixture
25. Sign Face Sheet Aluminum
26. Project Funding Sign
27. Epoxy Resin Pavement Markings and Symbols

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Article 1.06.07 - Certified Test Reports and Materials Certificates:

Add the following:

1) For the materials in the following items, a Certified Test Report will be required confirming their conformance to the requirements set forth in these plans or specifications or both. Should the consignee noted on a Certified Test Report be other than the Prime Contractor, then Materials Certificates shall be required to identify the shipment.

Catch Basin Frames and Grates
Signing

Pavement Markings

2) For all materials listed in Attachment E with the description "MC" under the column heading for "Test/Documentation", a Materials Certificate will be required confirming their conformance to the requirements set forth in these plans or specifications or both.

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SECTION 1.08 PROSECUTION AND PROGRESS

Article 1.08.03 – Prosecution of Work

Add the following:

GENERAL: Before starting any work under this Contract, the Contractor shall prepare, and submit to the Engineer for approval, a minimum of 30 days in advance, a plan illustrating the Typical Traffic Management Plan for the roadway during construction. The Contractor will also be required to submit, and obtain approval from the Engineer, specific plans detailing the proposed Staging/Maintenance and Protection of Traffic Plans for the roadway in this Contract.

The Contractor must obtain approval of the Typical Traffic Management Plans and Staging/Maintenance and Protection of Traffic Plans from the Engineer prior to commencing work on the roadway.

All appropriate Maintenance and Protection of Traffic devices are to be installed prior to commencing construction operations.

Particular care shall be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety. Traffic control devices required only during working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Contractor shall notify all public safety agencies at least 48 hours prior to beginning any construction operation which will provide less than a 12 foot travel lane along any project roadway.

ADVANCE NOTICE: The Contractor shall give the Engineer a seven-day advance written notice of construction activities that will alter traffic patterns that result in lane shifts, detours, temporary closures of lane(s), permanent closure of lane(s), or lane reductions. This advance notification will allow the Town 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-day notice has been satisfied.

ALLOWABLE HOURS OF OPERATION (WORK PERIOD):

National Drive, Western Boulevard:

Allowable hours of operation for roadway widening, roadway reconstruction, catch basin removal and reconstruction, pavement patching, installation of concrete sidewalk and sidewalk ramps, and final paving shall be performed Monday through Friday between the hours of 7:00AM and 5:00PM using appropriate shoulder closures or lane closure as deemed necessary for the work by the Engineer.

Allowable hours for installation of pavement markings is 10:00PM through 5:00 AM, Sunday through Thursday.

Work on weekends or during time periods other than those described above will not be permitted. No work will be allowed on designated Town Holidays unless permission is granted by the Town.

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Addison Road, Eastern Boulevard:

Allowable hours of operation for roadway widening, roadway reconstruction, storm drainage replacement, pavement patching, installation of concrete sidewalk and sidewalk ramps, and final paving shall be performed Monday through Friday between the hours of 9:00AM and 5:00PM using appropriate shoulder closures or lane closure as deemed necessary for the work by the Engineer.

Allowable hours for installation of pavement markings is 10:00PM through 5:00 AM, Sunday through Thursday.

Work on weekends or during time periods other than those described above will not be permitted. No work will be allowed on designated Town Holidays unless permission is granted by the Town.

SEQUENCE OF CONSTRUCTION OPERATIONS:

Work shall be sequenced as follows:

Location 1: Western Boulevard

Task 1 : Roadway Widening (East Side) - Construct using appropriate shoulder closure signage plan per Maintenance and Protection of Traffic Special Provisions Construction Traffic Control Plan #14 Work in Shoulder – Two Lane Highway. Contractor shall provide and maintain two-way traffic with a minimum of 11 foot travel lanes in each direction at all times during the work period.

Task 2: Sidewalk Construction (West Side) - Construct using appropriate shoulder closure signage per Maintenance and Protection of Traffic Special Provisions Construction Traffic Control Plan #14 Work in Shoulder – Two Lane Highway. Contractor shall provide and maintain two-way traffic with a minimum of 11 foot travel lanes in each direction at all times during the work period.

The Contractor shall ensure that suitable temporary access is provided to all residential and commercial driveways at all times as described in the Special Provision for Maintenance and Protection of Traffic.

Location 2: National Drive

Task 1: Sidewalk Construction (North Side) - Construct using appropriate shoulder closure signage per MPT Standard Traffic Control Plan #14 – Shoulder Closure. Contractor shall provide and maintain two-way traffic with a minimum of 11 foot travel lanes in each direction at all times during the work period.

The Contractor shall ensure that suitable temporary access is provided to all residential and commercial driveways at all times as described in the Special Provision for Maintenance and Protection of Traffic.

Location 3: Eastern Boulevard

Task 1: Sidewalk Construction (East Side, Hebron Avenue to National Drive) - Construct using appropriate shoulder closure signage per Maintenance and Protection of Traffic Special Provisions Construction Traffic Control Plan #14 Work in Shoulder – Two Lane Highway. Contractor shall provide and maintain two-way traffic with a minimum of 11 foot travel lanes in each direction at all times during the work period.

Task 2: Roadway Widening (East Side) – Construct using appropriate shoulder closure signage plan per Maintenance and Protection of Traffic Special Provisions Construction Traffic Control Plan #14 Work in Shoulder – Two Lane Highway. Contractor shall provide and maintain two-way traffic with a minimum of 11 foot travel lanes in each direction at all times during the work period.

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Task 3: Raised Island Removal (at Addison Road Intersection) – Construct using appropriate shoulder closure signage plan per Maintenance and Protection of Traffic Special Provisions Construction Traffic Control Plan #16 Work in Middle of Two Lane Highway. Contractor shall provide and maintain two-way traffic with a minimum of 11 foot travel lanes in each direction at all times during the work period.

Task 4: Sidewalk Construction (West Side, Addison Road to Western Boulevard) - Construct using appropriate shoulder closure signage per Maintenance and Protection of Traffic Special Provisions Construction Traffic Control Plan #14 Work in Shoulder – Two Lane Highway. Contractor shall provide and maintain two-way traffic with a minimum of 11 foot travel lanes in each direction at all times during the work period.

The Contractor shall ensure that suitable temporary access is provided to all residential and commercial driveways at all times as described in the Special Provision for Maintenance and Protection of Traffic.

Location 4: All Project Areas

Task 1: Pavement Marking Removal and Installation

All existing pavement markings within the project area depicted on the contract drawings are to be removed and new pavement markings installed as depicted on the contract drawings during the work period.

Contractor is required to submit for approval a work plan outlining the means and methods to be utilized. Pavement marking removal means and methods shall not damage the existing pavement surface as outlined within the specification.

Task 2: Resetting of existing Signs, installation of new signs.

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
Good Friday, Easter*
Memorial Day
Independence Day
Labor Day
Thanksgiving Day**
Christmas Day

The following restrictions also apply:

On the day before and the day after any of the above Legal Holidays.

On the Friday, Saturday, and Sunday immediately preceding any of the above Holidays celebrated on a Monday.

On the Saturday, Sunday, and Monday immediately following any of the above Holidays celebrated on a Friday.

* From 6:00 a.m. the Thursday before the Holiday to 8:00 p.m. the Monday after the Holiday.

** From 6:00 a.m. the Wednesday before the Holiday to 8:00 p.m. the Monday after the Holiday.

SECTION 1.10 ENVIRONMENTAL COMPLIANCE

In Article 1.10.03-Water Pollution Control:

REQUIRED BEST MANAGEMENT PRACTICES

Add the following after Required Best Management Practice Number 13:

14. The Contractor is hereby notified that the State listed species of Special Concern eastern box turtle (*Terrapene carolina carolina*) and smooth green snake (*Opheodrys vernalis*) are present within the Project limits. In Connecticut, this terrestrial turtle lives in a variety of habitats, including woodlands, field edges, thickets, marshes, bogs, and stream banks. Typically however, eastern box turtles are found in well-drained forest bottomlands and open deciduous forests. They will use wetland areas at various times during the season. During the hottest part of a summer day, they will wander to find springs and seepages where they can burrow into the moist soil. Eastern box turtles overwinter in upland forest, typically covered by leaf litter or woody debris. As temperatures drop, the turtles burrow down into soft ground.

In Connecticut, the smooth green snake uses a variety of habitats including moist, open habitats, such as old fields, meadows, pastures, fens, coastal grasslands, and edges of wetlands as well as sparsely forested areas with scattered shrubs and trees, such as mountaintop balds. They can often be seen basking on rocks and logs and other such basking sites. Snakes cannot regulate their body temperature internally and must warm themselves in the sun. Smooth green snakes are docile and want to avoid humans and their first line of defense is to flee. If handled they rarely bite. If they do bite they almost never break the skin. They are NOT venomous. They are harmless snakes. Shortly after death, smooth green snakes lose their green coloration and turn bright indigo blue. Smooth green snakes hibernate in the winter from about October to May. They will use rodent burrows for dens.

All construction activities taking place within the Project limits will need to be coordinated with the Town's Environmental Planner through the Engineer. At least 10 days prior to the commencement of any construction activities, the Contractor shall, through the Engineer, arrange for the Town Environmental Planner to meet and discuss proper protocol for maintaining environmental commitments made for the protection of this species and habitat. The Town Environmental Planner will provide oversight through the Engineer to ensure that the following protocols are followed and maintained during the course of the Project.

For any work done during the eastern box turtle's active period (April 1 to October 31) the Town will require the following precautionary measures to protect the eastern box turtle and eastern box turtle habitat:

- a. All areas within the Project limits must be surveyed and cleared of any turtles immediately prior to the commencement of initial clearing and grubbing activities.
- b. All construction personnel working within eastern box turtle habitat must be apprised of the species description and the possible presence of this listed species.
- c. Exclusionary practices will be required in order to prevent any eastern box turtle access to construction areas. These measures will need to be installed at the limits of disturbance as shown on the plans.
- d. Exclusionary fencing shall be at least 20" tall and must be secured to and remain in contact with the ground. It shall be regularly inspected / maintained to prevent any gaps or openings at ground level. Standard silt fence is adequate; fencing with netting shall not be used.
- e. The Contractor must search the work area each morning for the presence of this listed species prior to any work being done.

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f. Any eastern box turtles encountered within the immediate work area shall be carefully moved to an adjacent area outside of the excluded area and the Engineer shall be immediately informed in order to contact the Town's Herpetologist Consultant with the location.

g. All staging and storage areas in the vicinity of turtle habitat, outside of previously paved locations, regardless of the duration of time they will be utilized, must be reviewed by and receive written approval from the Engineer.

h. No heavy machinery or vehicles may be parked in any unapproved eastern box turtle habitat.

i. Exclusionary fencing shall be removed when it is no longer needed, and silt fence shall be removed as soon as the area is stable to allow for reptile and amphibian passage to resume.

Work may take place during the eastern box turtle's inactive (hibernation) period (November 1 to March 31) with the following additional precautionary measure:

a. Exclusionary fencing must be installed and the area inspected for turtles by the Engineer or Engineer's approved representative prior to October 1. These practices will be applied to the entire Project unless a sketch is attached, which identifies specific areas of concern.

This species is protected by State laws, which prohibit killing, harming, taking, or keeping them in your possession. Photographs and the laws protecting eastern box turtles shall be posted in the Contractor's and field offices (species ID sheets will be provided by the Town).

For any work done during the smooth green snake's active period (May 1 to September 30), the Town will require the following precautionary measures to protect the smooth green snake and smooth green snake habitat:

a. All construction personnel working within smooth green snake habitat must be apprised of the species description and the possible presence of this listed species.

b. Exclusionary practices will be required in order to prevent any smooth green snake access to construction areas. These measures will need to be installed at the limits of disturbance as shown on the plans.

c. Exclusionary fencing shall be at least 20" tall and must be secured to and remain in contact with the ground and be regularly inspected / maintained to prevent any gaps or openings at ground level. Standard silt fence is adequate; fencing with netting shall not be used.

d. The Contractor must search the work area each morning for the presence of this listed species prior to any work being done.

e. Any smooth green snakes encountered within the immediate work area shall be carefully moved to an adjacent area outside of the excluded area and the Engineer shall be immediately informed in order to contact the Town's Herpetologist Consultant with the location.

f. All staging and storage areas in the vicinity of smooth green snake habitat, outside of previously paved locations, regardless of the duration of time they will be utilized, must be reviewed by and receive written approval from the Engineer.

g. No heavy machinery or vehicles may be parked in any smooth green snake habitat.

h. Exclusionary fencing shall be removed when it is no longer needed, and silt fence shall be removed as soon as the area is stable to allow for reptile and amphibian passage to resume.

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Work may take place during the smooth green snake's inactive (hibernation) period (October 1 to April 30) with the following additional precautionary measure:

- a. Exclusionary fencing must be installed and the area inspected for snakes by the Engineer or Engineer's approved representative prior to October 1.

These practices will be applied to the entire project unless a sketch is attached, which identifies specific areas of concern. This species is protected by State laws, which prohibit killing, harming, taking, or keeping them in your possession. Photographs and the laws protecting smooth green snakes shall be posted in the Contractor's field offices (species ID sheets will be provided by the Town).

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On paved surfaces, the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment, the treads of wheels that are so shaped as to cut or otherwise injure such surfaces.

Clearing: From areas to be cleared, the Contractor shall cut or otherwise remove all trees, saplings, brush, vines, and other vegetable matter such as snags, sawdust, bark, etc., and refuse. The area to be cleared shall be confined to the width shown on the plans or as required for proper execution of the work. Vines, brush, and similar undergrowth shall be cut as close to the ground as practicable. Trees may be cut leaving a longer stump to facilitate their removal by power-operated equipment. No trees shall be cut or trimmed unless they are so indicated on the drawings.

Clearing shall also include removal and disposal of all items shown on the plans to be removed or required to be removed for proper execution of the work, and as directed by the Engineer, including, but not limited to, removal and disposal of existing concrete steps, retaining walls, drainage structures, fences, gates, and any and all other structures or materials not specifically listed in the Bid Proposal but required to be removed to accomplish the work.

Grubbing: Grubbing shall consist of the complete removal of all tree stumps and roots larger than two inches in diameter to a minimum depth of 12-inches below the subgrade surface. All excavations made below the finished surface by the removal of trees, stumps, etc. shall be filled with suitable material and thoroughly compacted in such a manner that its surface will conform to the surrounding surface.

Stump grinding shall be used for stump removal where the potential for damage to adjacent improvements or underground utilities exists due to the excavation of stumps, or as directed by the Engineer. The requirements for grubbing noted above shall also apply to stump grinding operations.

Disposal: All materials removed during trimming, tree removal, and clearing and grubbing operations shall be properly disposed of offsite by the Contractor in a manner satisfactory to the Engineer.

Method of Measurement:

The work described under this item will not be measured for payment but its cost shall be considered included in the lump sum bid price for Clearing and Grubbing.

Basis of Payment:

Except as provided otherwise in the Bid Proposal or Special Conditions, this work shall be paid for at the contract lump sum price for "Clearing and Grubbing" as listed in the Bid Proposal, which price shall include protection of existing trees and vegetation, installation of high visibility construction fence, tree removal, clearing and grubbing within the limits of the work, tree trimming under the supervision of a licensed arborist, stump grinding, removal and disposal of trees, roots, stumps, brush, and other objects, leveling of areas to accommodate the work, including all labor, materials, tools, and equipment necessary thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0201001A	CLEARING AND GRUBBING	L.S.

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ITEM # 0212000A SUBBASE

This item shall conform to Section 2.12 SUBBASE, of the Form 818, amended as follows:

Materials:

The material for this item shall conform to the requirements of Article M.02.02-Subbase except that reclaimed miscellaneous aggregate shall not be used.

ITEM # 0219011A

SEDIMENT CONTROL SYSTEM AT CATCH BASIN

Description:

This work shall consist of furnishing, installing, maintaining, cleaning, and removing a sediment control sack for control of sediment entering catch basins within the project area as directed by the Engineer or as shown on the contract drawings.

Materials:

Sediment control sacks shall be the "Siltsack" product as manufactured by ACF Environmental or approved equal. Curb inlet (Type 'C') catch basins shall use a "Type B – High Flow" siltsack (with gutter deflector) without the optional overflow. Flat top (Type C-L) catch basin shall use a "Type A – High Flow" siltsack without the optional overflow.

Sediment control sack shall be manufactured from a specially designed woven polypropylene geotextile and sewn using high strength nylon thread. The sediment control sack shall be manufactured to fit the opening of the catch basin or drop inlet to be protected. Sediment control sack shall have the following features: two dump straps attached at the bottom to facilitate emptying; lifting loops shall be included as an integral part of the system to be used to lift the sedimentation control sack from the basin; sediment control sack shall have a restraint cord approximately halfway up the sack to keep the sides away from the catch basin walls, this yellow cord is also a visual means of indicating when the sack should be emptied. Once the strap is covered with sediment, sediment control sack should be emptied, cleaned and placed back into the basin.

Construction Methods:

To install the sediment control sack in the catch basin, remove the grate and place the sack in the opening. Hold out approximately six inches of the sack outside the frame. This is the area of the lifting straps. Replace the grate to hold the sack in place.

When the restraint cord is no longer visible, the sediment control sack is full and should be emptied.

To remove the sediment control sack, take two pieces of 1" diameter rebar and place through the lifting loops on each side of the sack.

To empty the sediment control sack, place it where the contents will be collected. Place the rebar through the lift straps (connected to the bottom of the sack) and lift. This will turn the sedimentation control sack inside out and empty the contents which shall be properly disposed of by the Contractor. Return the sedimentation control sack to its original shape and place back in the basin.

The sediment control sack is reusable. Once the construction cycle is complete, the sedimentation control sack shall be removed from the basin and cleaned.

Basis of Payment:

Sediment control sacks shall be paid for at the contract unit price for "Sedimentation Control System at Catch Basin" as listed in the Bid Proposal for each unit provided and installed. Maintenance of the sediment control sacks, removal and proper disposal of accumulated sediment, and cleaning after completion of construction as described herein shall also to be included in this bid price.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0219011A	SEDIMENT CONTROL SYSTEM AT CATCH BASIN	EA.

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ITEM # 0406128.20A BITUMINOUS CONCRETE PATCHING – FULL DEPTH

Description:

The Contractor shall furnish all labor, materials, tools, and equipment necessary and shall construct full depth pavement patches in areas as shown on the plans and as directed by the Engineer. Pavement shall be installed per the typical pavement repair detail shown on the plans. Prior to excavation in paved areas, the Contractor shall cut the surface of the existing pavement with a pneumatic cutter or it's equal. The pavement shall be cut in as straight a line as possible on both sides of the proposed patch for the entire length of the job.

This item does not apply to areas of full depth roadway widening which are as described, measured, and paid for under the items: Formation of Subgrade, Subbase, Process Stone Base, and HMA S0.5".

This item does not apply to areas of conduit installation for proposed street lighting which are as described, measured, and paid for under the item Trenching and Backfilling.

Materials:

All materials for Bituminous Concrete Patching shall be as per Section M.04 Special Provision included in this contract.

Subbase: The material for this item shall conform to the requirements of Article M.02.02-Subbase Grading "C" Gravel, except that reclaimed miscellaneous aggregate shall not be used.

Construction Methods:

The following procedure shall be followed when making a full depth pavement patch:

The patch area shall be excavated to the proper subgrade elevation, and the subgrade formed and compacted as required to provide a firm base. A 10-inch depth of gravel subbase material shall be installed in two 5-inch thick lifts and compacted to 95% density. The area immediately adjacent to the edges of the trench must be swept clean so that no loose sand, temporary patch, or other debris remains, and the exposed edges of the pavement cuts coated with a tack coat approved by the Engineer prior to installation of bituminous materials.

A 5-inch thick lift of HMA 1.0" bituminous base course of shall be placed and compacted. Two 2-inch thick lifts of HMA 0.5" bituminous binder course and wearing surface shall be placed and compacted to match the existing pavement surface elevation.

All depth measurements shall be considered to be compacted depths. Bituminous material shall be compacted to a minimum 90% density.

The Contractor shall remove and acceptably dispose of all excavated material before proceeding with the remainder of the work.

Method of Measurement:

Bituminous Concrete Patching-Full Depth will be measured by the accepted number of square yards complete in place. There will be no direct payment for saw cutting, removal of pavement, removal of existing curbing, excavation, formation of subgrade, subbase, process aggregate base, fine grading, compaction, furnishing and placing bituminous concrete, tack coat.

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Work associated with full depth roadway widening and work measured and paid for under the item Trenching and Backfilling will not be measured and paid for under this item.

Basis of Payment:

Bituminous Concrete Patching-Full Depth shall be paid for at the contract price per square yard. The unit price shall include saw cutting, removal of pavement, removal of existing curbing, excavation, formation of subgrade, subbase, fine grading, compaction, furnishing and placing bituminous concrete, tack coat, and all other labor, equipment, and materials incidentals necessary to complete the work described.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0406128.20A	BITUMINOUS CONCRETE PATCHING-FULL DEPTH	S.Y.

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ITEM # 0586007.10A SPECIAL TYPE “C” CATCH BASIN- 0’-10’ DEEP

Work under this item shall conform to the requirements of Section 5.86 CATCH BASINS, MANHOLES AND DROP INLETS supplemented as follows:

Description: supplemented as follows:

Special Type “C” Catch Basin- 0’-10’ Deep shall be comprised of a Type “C-L” Double Grate Type I catch basin sump and riser sections retrofitted with a Type “C-L” Double Grate Type I Catch Basin conversion slab required to accept a Type “C’ Catch Basin frame and grate. Catch basin frame and grate shall be Type “C” for bituminous curbing with a Type “A” Grate.

Construction Methods: supplemented as follows:

When a drainage structure that has been removed and is to be replaced with a new drainage structure, Contractor is required to protect all existing drainage pipe connections for reconnection to the new drainage structure. If determined in the field by the Engineer that reconnection utilizing the existing drainage pipe would not be feasible, the section of existing drainage pipe shall be replaced with new pipe of identical type and size extending from the drainage structure to the nearest joint of the existing pipe in accordance with 6.86.03 or as directed by the Engineer.

Method of Measurement: supplemented as follows:

“Special Type “C” Catch Basin- 0’-10’ Deep” will be measured for payment by the actual number of each completed and accepted “Special Type “C” Catch Basin- 0’-10’ Deep”

Protection of existing drainage pipe connections will not be measured for payment but shall be included in the Contract unit price listed within the specifications for “Remove Drainage Structure- 0’-10’ Deep”.

Drainage structures and drainage pipe identified to be removed and or replaced will be measured and paid for under Item # 0586790.10A- Remove Drainage Structure- 0’-10’ Deep.

Basis of Payment:

“Special Type “C” Catch Basin- 0’-10’ Deep” shall be paid for at the Contract unit price per each “Special Type “C” Catch Basin- 0’-10’ Deep” as listed in the Bid Proposal, which price shall include furnishing and installing catch basin structure and frame and grate, reconnection of existing drainage pipes, furnishing and installing new drainage pipe connections, backfilling, compaction, all materials, equipment, tools, labor, and work incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0586007.10A	SPECIAL TYPE “C” CATCH BASIN- 0’-10’ DEEP	EA.

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ITEM # 0586703A CONVERT CATCH BASIN TO MANHOLE

Work under this item shall conform to the applicable provisions of Section 5.86 CATCH BASINS, MANHOLES AND DROP INLETS of the Standard Specifications Form 818 amended as follows

Description:

Under this item shall be included the construction, installation, alteration, reconstruction or conversion of existing drainage structures in conformity with the lines, grades, dimensions, and details shown on the plans, or as ordered, and in accordance with the provisions of these specifications for the various materials and work which constitute the completed structure.

Construction Methods:

Trench excavation, backfill and dewatering for these items shall be according to the standard provisions for "Section 2.86- DRAINAGE TRENCH EXCAVATION, ROCK IN DRAINAGE TRENCH EXCAVATION".

Frames, covers and tops which are to be reset shall be removed from their present beds, the walls or sides shall be rebuilt to conform to the requirements of the new construction and the tops, frames and covers reset, or the grates or covers may be raised by extensions of suitable height approved by the Engineer.

Method of Measurement:

Convert Catch Basin to Manhole will be measured as units completed and accepted.

There will be no measurement for trench excavation in the installation or removal of the various drainage appurtenances.

Basis of Payment:

Convert Catch Basin to Manhole will be paid for at the contract unit price each for "Convert Catch Basin to Manhole" of the type specified complete in place including the removal and disposal of existing catch basin frame and installation of a manhole frame and cover which price shall include excavation, pervious material, backfill, cutting of pavement, removal and replacement of pavement structure, extensions, concrete masonry units, mortar, and all materials, equipment, tools and labor incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0586703A	CONVERT CATCH BASIN TO MANHOLE	EA.

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ITEM # 0586790.10A REMOVE DRAINAGE STRUCTURE- 0'-10' DEEP

Work under this item shall conform to the applicable provisions of Section 5.86 CATCH BASINS, MANHOLES AND DROP INLETS of the Standard Specifications Form 818 amended as follows:

Description:

This item shall apply to the complete removal and off-site disposal of an entire drainage structure such as a catch basin or manhole, including the sump along with protection or removal of existing drainage pipe connections. Partial removal of drainage structures related to reset of a catch basin is included under other contract items.

Construction Methods:

Drainage trench excavation required for this item shall be performed in accordance with Section 2.86.03 of the Standard Specifications Form 818 and the requirements of the plans.

When a drainage structure that has been removed and is to be replaced with a new drainage structure, Contractor is required to protect all existing drainage pipe connections for reconnection to the new drainage structure. If determined in the field by the Engineer that reconnection utilizing the existing drainage pipe would not be feasible, the section of existing drainage pipe shall be replaced with new pipe of identical type and size extending from the drainage structure to the nearest joint of the existing pipe in accordance with 6.86.03 or as directed by the Engineer.

Method of Measurement:

Excavation required for the removal of the various drainage structures and appurtenances will not be measured for payment but shall be included in the Contract unit price for "Remove Drainage Structure- 0'-10' Deep".

Protection of existing drainage pipe connections or required removal of existing drainage pipe will not be measured for payment but shall be included in the Contract unit price for "Remove Drainage Structure- 0'-10' Deep".

If new drainage pipe is required to be installed, work associated with furnishing and installing new drainage pipe will not be measured for payment but shall be included in the Contract unit price listed within the specifications for "Special Type "C" Catch Basin- 0'-10' Deep".

Basis of Payment:

The work associated with removal and disposal of existing drainage structures shall be measured and paid for each drainage structure removed under the item "Remove Drainage Structure- 0'-10' Deep" as listed in the bid proposal. When existing drainage pipes associated with a catch basin are also identified to be removed on the plans, this work will not be measured and paid for separately, but rather shall be included in the cost of the removal of the catch basin associated therewith. The payment for removal and disposal of existing drainage structures shall include all excavation, removal and disposal of drainage structures, protection or removal of existing drainage pipe, materials, tools, equipment, and labor necessary to complete the excavation and removal of these units, including associated drainage pipes, in conformity with the plans, or as specified.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0586790.10A	REMOVE DRAINAGE STRUCTURE- 0'-10' DEEP	EA.

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ITEM # 0921001A	CONCRETE SIDEWALK
ITEM # 0921002A	CONCRETE SIDEWALK – 8” THICK
ITEM # 0921005A	CONCRETE SIDEWALK RAMP
ITEM # 0921048A	DETECTABLE WARNING SURFACE

Description:

The Contractor is to construct sidewalks, concrete sidewalk ramps, and furnish and install detectable warning surfaces to lines and grades as shown on the plans or at locations as directed by the Engineer.

Concrete sidewalks shall be five inches thick, except at industrial and commercial driveways where it shall be eight inches thick and reinforced with 6” x 6” 10/10 steel mesh. Sidewalk construction shall include the removal of existing and construction of new building lateral walks where new sidewalk grades make it necessary. The sidewalk shall pitch to the street at a slope of ¼-inch per foot or as directed by the Engineer.

Concrete sidewalk ramps are to be constructed to the lines and grades shown on the plans or at locations as directed by the Engineer, and shall be a minimum of five inches thick.

Detectable warning surface shall consist of furnishing and installing Detectable Warning Surface in the locations and to the dimensions and details shown on the plans or as ordered by the Engineer.

Materials:

Processed Stone Base: The material for this item shall be **crushed trap rock** conforming to the requirements of Article M.05.01 Processed Aggregate Base and Pavement of the Form 818, except that coarse aggregate shall be broken stone, and fine aggregate shall be stone sand, screenings, or a combination thereof. Gravel or reclaimed miscellaneous aggregate shall not be used.

Forms: The forms used shall be five-inch steel or 2” x 6” wood firmly supported and staked to the line and grade described on the plans. **2”x4” wood forms shall not be used and shall be cause for immediate rejection of sidewalk.** The forms shall be free from warp and shall be of sufficient strength to resist springing out of shape. All forms shall be cleaned and oiled before use.

Reinforcing: Wire mesh reinforcing for 8”-thick concrete sidewalk shall be plain finish, 6 inches X 6 inches, No. 10 gauge welded steel wire mesh meeting ASTM specifications A-185-02 and the requirements of Article M.06.01-Reinforcing Steel –Section 3-Wire and Welded Steel Wire Fabric of the Form 818.

Concrete: The concrete furnished shall conform with respect to composition, transportation, mixing and placing, to PCC04462 4,400 PSI Portland cement concrete, as specified by the State of Connecticut Department of Transportation in its latest specification and revisions. An approved air-entraining admixture shall be used to entrain 5% to 7% air in the concrete.

Concrete Curing Compound / Sealer: All concrete sidewalks shall be treated using an approved curing compound / sealer which contains water and road salt resistance additives or approved equal meeting ASTM C309, Type 1, Class A and B. Approved products include the following: Repel 100 by Kingdom Products, Cureshield EX by SpecChem, and Silencure SRT by ChemMasters.

Detectable Warning Surface: The Detectable Warning Surface shall be a replaceable tactile warning surface tile as manufactured by ADA Solutions, Inc of P.O. Box 3, North Billerica MA 01862 Tel: 800.372.0519 Fax: 978.262.9125 www.adatile.com or approved equal. Tile shall be brick red in color (Federal Color # 20109) and all attachment hardware shall be stainless steel. The tile shall conform to the dimensions shown on the plans or as directed by the Engineer.

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Dowels: Smooth metal dowels, 5/8-inch in diameter, measuring 18 inches in length shall be installed using plastic sleeves within all expansion and contraction joints, concrete driveway aprons, at concrete sidewalk ramps, and at the last end section of each sidewalk slab poured at the end of each working day.

Plastic sleeves of the size required for accepting the 5/8-inch by 18-inch smooth metal dowels shall be "Speed Dowel" sleeves as manufactured by Greenstreak, 3400 Tree Court Industrial Blvd, St. Louis, MO 63122, telephone number (800) 551-5145 or approved equal. Plastic sleeves shall be installed according to manufacturer instructions and as directed by the Engineer.

Smooth metal dowels shall be 5/8-inch in diameter and 18 inches in length. All metal dowels shall conform to the requirements of ASTM A615 Grade 60.

Expansion Joints: At maximum intervals of 15 feet, an expansion joint shall be placed to the full depth of the concrete slab. The material for expansion joints shall be 1/2-inch thick asphalt impregnated bonded cellular fiber or approved equal. Expansion joints of the same material shall also be placed at points abutting existing structures.

Construction Methods:

Limits of Disturbance: The Contractor is to exercise caution to prevent unnecessary damage to lawns, trees, bushes, or any other existing improvements. If, in the opinion of the Engineer, existing improvements are damaged due to the carelessness of the Contractor, the same shall be repaired or replaced at the Contractor's expense.

Earthwork: The Contractor shall remove and dispose of grass, rubbish, and other objectionable materials within the limits of the sidewalk construction. The Contractor shall perform all excavation necessary within the grading limits to support and construct sidewalks to the lines and grades as shown on the plans and cross sections or as directed by the Engineer. Excavation shall include sawcutting, driveways and pavements, including curbing and tree roots, where necessary, due to sidewalk grade and as shown on the plans or as directed by the Engineer. When connecting new concrete sidewalk to a section of existing concrete sidewalk, the connection point shall be at the nearest joint in the existing sidewalk. Existing building lateral walks and driveways adjacent to the sidewalk shall be removed and base graded and prepared for a smooth connection. The Contractor shall remove and dispose of all excess material.

Suitable excavated material shall be re-used within the project limits as directed by the Engineer to form embankment for sidewalks where required. Embankment formation shall be completed as described in Article 2.02.03 of the Form 818, and shall meet the proposed subgrade elevations described on the plans or directed by the Engineer. Excess earth materials shall become the property of the Contractor and shall be disposed of at no additional cost to the Town.

Processed Stone Base Installation: The processed stone base course shall be spread upon the prepared subgrade to such depth as to give a compacted thickness of eight (8) inches. The material shall be uniformly spread in two layers of equal depth in the entire base course excavation and each layer shall be wetted and compacted to a firm even surface with a roller weighing not less than 500 pounds or by use of pneumatic tampers or vibratory compactors.

Installation of Dowel abutting existing sidewalks: Dowels are to be installed between new and existing concrete slabs at all expansion joint locations. Where new or repaired walks abut up against existing concrete sidewalks, the Contractor shall drill two holes measuring 3/4-inches in diameter and 9 inches minimum depth into the existing concrete slab. The dowels shall be set into the existing sidewalk slab prior to the placement of new concrete. The dowels are to be level with the latitude pitch of the sidewalk and shall conform to details of these specifications. Dowel sleeves shall be installed on the new concrete sidewalk end of the dowel.

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Concrete Work: The surface finish shall be struck off, forcing coarse aggregate below mortar surface. After strike-off, the surface shall be worked and floated with a wooded, aluminum, or magnesium float followed by steel troweling. The slab shall then be broomed cross-wise with a fine hair broom. The outside edges of the slab shall be edged with a ¼-inch radius tool. All edging lines shall be removed.

The Detectable Warning Surface shall be set directly in poured concrete according to the plans and the manufacturer's specifications or as directed by the Engineer. The Contractor shall place two 11.34 Kg concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete.

Discontinuities: Vertical surface discontinuities shall be ½ inch maximum. Vertical surface discontinuities between ¼ inch and ½ inch shall be beveled with a slope not steeper than 50%. The bevel shall be applied across the entire vertical surface discontinuity.

Curing Compound / Sealer Application: The Contractor shall apply the approved curing compound / sealer using a 3/8" nap roller or low pressure sprayer at a rate of 200 to 300 square feet per gallon and according to manufacturer installation instructions or as directed by the Engineer. Concrete surface shall be clean and free of any surface contaminants when applying sealer. When applying sealer to fresh concrete the bleed water must be off the surface as this water can inhibit proper function of the sealer. Any areas where the sealer puddles shall be immediately spread to other areas where absorption can occur to avoid undesirable appearance of finished surface. Sealer shall not be applied if rain is forecast within 24 hours, or if ambient temperature at the time of application is below 50 degrees or above 80 degrees Fahrenheit, or as directed by the Engineer.

Newly constructed sidewalk surfaces shall be protected from all foot or vehicular traffic for a period of seven days. The Contractor shall have on the job, at all times, sufficient polyethylene film or waterproof paper to provide complete coverage in the event of rain.

Temperature: No concrete is to be placed when air temperature is below 40°F, or at 45°F and falling, unless prior approval is given by the Engineer. In the event weather conditions may be such that concrete that is not completely cured is subject to freezing, the Contractor shall provide a minimum of a six-inch layer of hay, straw, or thermal blankets for protection. Any concrete laid during cold weather that is damaged by freezing shall be the responsibility of the Contractor and shall be replaced at his expense.

Final Grading: Upon completion of sidewalk construction, the Contractor is to re-grade the areas between sidewalks and curbs, if the typical section indicates a grass plot, and disturbed areas back of the sidewalk. The Contractor shall backfill and compact these areas so as to conform to the typical cross-section. The upper four inches of the backfill shall be topsoil meeting the requirements of the special provisions.

Method of Measurement:

Concrete Sidewalk will be measured by the actual number of square feet of completed and accepted Concrete Sidewalks.

Concrete Sidewalk-8" Thick will be measured by the actual number of square feet of completed and accepted Concrete Sidewalk-8" Thick.

Concrete Sidewalk Ramp will be measured by the actual number of square feet completed and accepted Concrete Sidewalk Ramp to the pay limits shown on the sidewalk ramp details.

Detectable Warning Surface: The detectable warning surface required per the details for new construction of accessible curb ramps will be measured by the actual number of square feet completed and accepted Detectable Warning Surface.

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Excavation: Excavation below the finished grade of the concrete sidewalk or concrete sidewalk ramp, backfilling, and disposal of all surplus materials required within the grading limits to support and construct sidewalks to the lines and grades as shown on the plans and cross sections will not be measured for payment; but the cost shall be included in the price bid for Concrete Sidewalk of the type specified.

Processed Stone Base Course: This work will not be measured for payment but the cost shall be included in the price bid for Concrete Sidewalk, Concrete Sidewalk- 8" Thick or Concrete Sidewalk Ramp of the type specified.

Dowels and Sleeves: This work will not be measured for payment but the cost shall be included in the price bid for Concrete Sidewalk or Concrete Sidewalk Ramp of the type specified.

Expansion Joint Material: This work will not be measured for payment but the cost shall be included in the price bid for Concrete Sidewalk or Concrete Sidewalk Ramp of the type specified.

Curing Compound/Sealer: This work will not be measured for payment but the cost shall be included in the price bid for Concrete Sidewalk or Concrete Sidewalk Ramp of the type specified.

Furnishing and Placing Topsoil: This work required in conjunction with these items will be measured for payment under Item # 0944000A- Furnishing and Placing Topsoil contained within the contract documents.

Turf Establishment: This work required in conjunction with these items will be measured for payment under Item # 0950005A- Turf Establishment contained within the contract documents.

Basis of Payment:

"Concrete Sidewalk" will be paid for at the contract unit price per square foot, complete in place, which price shall include all required excavation and disposal of surplus material, processed stone base, compaction, expansion joint material, dowels, dowel sleeves, finishing, curing compound/sealer, backfill (excluding topsoil), equipment, tools, materials and labor incidental thereto.

"Concrete Sidewalk-8-inch Thick" will be paid for at the contract unit price per square foot, complete in place, which price shall include all required excavation and disposal of surplus material, processed stone base, compaction, wire mesh reinforcing, expansion joint material, dowels, dowel sleeves, finishing, curing compound/sealer, backfill (excluding topsoil), equipment, tools, materials and labor incidental thereto.

"Concrete Sidewalk Ramp" will be paid for at the contract unit price per square foot, complete in place, which price shall include all required excavation and disposal of surplus material, processed stone base, compaction, expansion joint material, dowels, dowel sleeves, finishing, curing compound/sealer, furnishing and placing detectable warning surface, backfill (excluding topsoil), equipment, tools, materials and labor incidental thereto.

"Detectable Warning Surface" will be paid for at the contract unit price per square foot, complete in place, which price shall include furnishing and placing detectable warning surface, equipment, tools, materials and labor incidental thereto.

"Furnishing and Placing Topsoil" required in conjunction with these items will be paid for under Item # 0944000A- Furnishing and Placing Topsoil contained within the contract documents.

"Turf Establishment" required in conjunction with these items will be paid for under Item # 0950005A- Turf Establishment contained within the contract documents.

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<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0921001A	CONCRETE SIDEWALK	S.F.
0921002A	CONCRETE SIDEWALK-8" THICK	S.F.
0921005A	CONCRETE SIDEWALK RAMP	S.F.
0921048A	DETECTABLE WARNING SURFACE	S.F.

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ITEM # 0922500A BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL)

This item shall conform to Section 9.22 BITUMINOUS CONCRETE SIDEWALK, BITUMINOUS CONCRETE DRIVEWAY, of the Form 818, amended as follows:

Description:

This item shall consist of bituminous concrete surfaced driveway constructed on a processed stone base course in the locations and to the dimensions and details shown on the plans or as directed by the Engineer and in accordance with these specifications. This item shall also include the sawcutting, removal and disposal of existing bituminous pavement, bituminous or concrete curbing necessary for driveway replacement work.

Materials: Materials for this work shall conform to the following requirements:

Processed Stone Base Course: The material for this item shall be **crushed trap rock** conforming to the requirements of Article M.05.01 Processed Aggregate Base and Pavement of the Form 818, except that coarse aggregate shall be broken stone, and fine aggregate shall be stone sand, screenings, or a combination thereof. Gravel or reclaimed miscellaneous aggregate shall not be used.

Bituminous Concrete Surface: Materials for this surface shall conform to the requirements of the Special Provision for Section M.04, HMA S0.375”.

Construction Methods:

Sawcutting: Portions of the driveway or driveway aprons to be replaced shall be saw cut, and the existing pavement and bituminous or concrete curbing removed and disposed of by the Contractor.

Excavation: Excavation, including removal of any existing bituminous driveway and bituminous or concrete curbing shall be made to the required depth below the finished grade, as shown on the plans or as directed by the Engineer. All soft and yielding material shall be removed and replaced with suitable material.

Forms: When the bituminous concrete is spread by hand, forms shall be used. Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the impact of the roller. If made of wood, they shall be of 2-inch (38-millimeter) surfaced plank except that at sharp curves thinner material may be used; if made of metal, they shall be of an approved section. All forms shall be of a depth equal to the depth of the sidewalks or driveways and shall be securely staked, braced, and held firmly to the required line and grade. All forms shall be cleaned and oiled each time they are used.

Processed Stone Base Course: Processed stone base course shall be uniformly spread to the required depth and thoroughly compacted with a roller with a mass of not less than 500 pounds (226 kilograms).

Bituminous Concrete Surface: The edges of existing pavement shall be painted with an asphalt emulsion prior to the placement of permanent pavement. Hot laid bituminous concrete shall be placed so as to give a three-inch compacted surface, or a surface that has a depth equal to the existing driveway surface, whichever is greater.

This surface shall be constructed in accordance with the requirements of the Special Provision for Section 4.06, except that the material may be spread by hand and thoroughly compacted by multiple passes of a power-driven roller weighing (with a mass) of not less than 500 pounds (226 kilograms). The finished surface shall be free from waves or depressions.

Backfilling and Removal of Surplus Material: The sides of the driveway shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the driveway. All surplus material shall be

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removed and the site left in a neat and presentable condition to the satisfaction of the Engineer. In sections inaccessible to the roller, the base course, surface course and backfill shall be hand-tamped with tampers weighing not less than 12 pounds (with a mass of not less than 5.5 kilograms), the face of which shall not exceed 50 square inches (32,000 square millimeters) in area.

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

Bituminous Concrete Driveway (Commercial): This work will be measured by the actual number of square yards of completed and accepted Bituminous Concrete Driveway (Commercial).

Bituminous Concrete Lip Curbing: Installation of new bituminous lip curbing will be measured and paid for separately under the item Bituminous Concrete Lip Curbing.

Excavation: Excavation, including removal and disposal of existing bituminous concrete, bituminous or concrete curbing, backfilling, and disposal of all surplus materials will not be measured for payment; but the cost shall be included in the price bid for Bituminous Concrete Driveway (Commercial).

Processed Stone Base Course: This work will not be measured for payment but the cost shall be included in the price bid for Bituminous Concrete Driveway (Commercial).

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Bituminous Concrete Driveway (Commercial)" complete in place, which price shall include all excavation as specified above, backfill, sawcutting, disposal of surplus material, processed stone base, and all equipment, tools, labor and materials incidental thereto.

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0922500A	BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL)	S.Y.

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ITEM # 0950005A

TURF ESTABLISHMENT

Description:

The work included in this item shall consist of providing an accepted uniform stand of established perennial turf grasses by furnishing and placing fertilizer, seed, and mulch on all areas to be treated as shown on the plans or where designated by the Engineer.

Materials:

The materials for this work shall conform to the requirements of Section M.13 of the Form 818, except as noted below.

Seed mix for lawn areas shall consist of 30% Crest Kentucky Bluegrass, 30% Baron Kentucky Bluegrass, 20% Victory II Chewings Fescue, and 20% Perennial Rye Grass.

Seed mix for other roadside areas designated for turf establishment shall consist of 70% Red Fescue, 20% Kentucky Blue Grass, and 10% Perennial Rye Grass.

Erosion Control Matting shall be a product approved by the Connecticut Department of Transportation for the intended application as described in the "Qualified Products List" publication, latest edition.

Hydroseeding, when required by the Engineer, shall be performed using a homogenous slurry consisting of wood fiber mulch, fertilizer, live seed, and organic tackifiers conforming to Section M.13 of the Form 818.

Material certificates shall be provided for all materials supplied under this item.

Construction Methods:

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

1. Preparation of the Seedbed:

(a) Level areas, medians, interchanges and lawns: These areas shall be made friable and receptive for seeding by disking or by other approved methods to the satisfaction of the Engineer. In all cases the final prepared and seeded soil surface shall meet the lines and grades for such surface as shown in the plans, or as directed by the Engineer.

(b) Slope and Embankment Areas: These areas shall be made friable and receptive to seeding by approved methods which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface.

(c) All areas to be seeded shall be reasonably free from weeds taller than 3 inches. Removal of weed growth from the slope areas shall be by approved methods, including hand-mowing, which do not rut or scar the slope surface, or cause excessive disruption of the slope line or grade. Seeding on level areas shall not be permitted until substantially all weed growth is removed. Seeding on slope areas shall not be permitted without removal or cutting of weed growth except by written permission of the Engineer.

2. Seeding Season: The calendar dates for seeding shall be:

Spring—March 15 to June 15

Fall—August 15 to October 15

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All disturbed soil areas shall be treated during the seeding seasons as follows:

- (a) Areas at final grade: Seeding will be accomplished.
- (b) "Out-of-season" seedings shall be performed in the same manner as "in-season" seedings. Since acceptable turf establishment is less likely, the Contractor shall be responsible for "in-season" reseeding until the turf stand conforms to this specification.
- (c) During "out-of-season" periods unseeded areas shall be treated in accordance with Section 2.10, Water Pollution Control.

3. Seeding Methods: The seed mixture shall be applied by any agronomically acceptable procedure. The rate of application shall be no less than 175 pounds per acre or according to manufacturer instructions. Fertilizer conforming to M.13.03 shall be initially applied at a rate of 320 pounds per acre during or preceding seeding. When wood fiber mulch is used, it shall be applied in a water slurry at a rate of 2,000 pounds per acre with or immediately after the application of seed, fertilizer and limestone.

When hydroseeding is required by the Engineer, it shall be performed by a qualified Contractor who has a minimum of three year experience in the successful performance of this work and has been approved by the Engineer. Hydroseed mix shall be applied in a slurry consisting of wood fiber mulch, fertilizer, live seed, and organic tackifiers with each component applied at the rate described above. The slurry shall be hydraulically sprayed on the soil surface as required to form a blotter-like ground cover with a uniform coating. Contractor shall exercise special care as required to prevent slurry from being sprayed onto adjacent paved areas, sidewalks, buildings, or signs. All slurry sprayed onto adjacent surfaces shall be cleaned at the Contractor's expense.

When the grass seeding growth has attained a height of 6 inches, the specified areas designated herein shall be mowed to a height of 3 inches. Following mowing, all seeding grass areas (mowed and un-mowed) shall receive a uniform application of fertilizer hydraulically placed at the rate of 320 pounds per acre.

4. Compaction: The Contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where such compaction has occurred, the Contractor shall rework the soil to make a suitable seedbed; then re-seed and mulch such areas with the full amounts of the specified materials, at no extra expense to the Town.

5. Stand of Perennial Turf Grasses: The Contractor shall provide and maintain a uniform stand of established turf grass or wetland vegetation having attained a height of 6 inches consisting of no less than 100 plants per square foot throughout the seeded areas until the entire project has been accepted.

6. Establishment: The Contractor shall keep all seeded areas free from weeds and debris, such as stones, cables, baling wire, and he shall mow at his own expense, on a one-time-only basis, all slopes 4:1 or less (flatter) and level turf established (seeded) areas to a height of 3 inches when the grass growth attains a height of 6 inches. Clean-up shall include, but not be limited to, the removal of all debris from the turf establishment operations on the shoulders, pavement, and/or elsewhere on adjacent properties publicly and privately owned.

7. Erosion Control Matting: Erosion control matting shall be installed following seeding where called for on the plans or as directed by the Engineer. Staples shall be installed as per Manufacturer's recommendations. Where two lengths of matting are joined, the end of the up-grade strip shall overlap the down-grade strip. The Contractor shall maintain and protect the areas with erosion control matting until such time as the turf grass is established. The Contractor shall replace or repair at his own expense any and all erosion control matting areas damaged by fire, water or other causes including the operation of construction equipment. No mowing will be required in the locations where erosion control matting is installed.

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Method of Measurement:

This work will be measured for payment by the number of square yards of surface area of accepted established perennial turf grass as specified or by the number of square yards surface area of seeding actually covered and as specified.

Restoration of areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor will not be measured for payment.

Erosion control matting will be measured by the number of square yards of surface area of erosion control matting installed and accepted.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Turf Establishment" which price shall include all materials, mowing, maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

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0950005A	TURF ESTABLISHMENT	S.Y.

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**ITEM # 0970006A TRAFFICPERSON (MUNICIPAL POLICE OFFICER)
ITEM # 0970007A TRAFFICPERSON (UNIFORMED FLAGGER)**

Work under this item shall conform to the applicable provisions of Section 9.70 of the Standard Specifications Form 818 supplemented as follows:

Description: Add the following to the first paragraph of Section 9.70.01

“Trafficpersons shall consist of uniformed flaggers meeting acceptable criteria or extra duty officers of the Glastonbury Police Department. The Contractor shall provide Uniformed Flaggers meeting the requirements of this specification as required for safe traffic operations in the project area. Extra-duty police officers will be used only when specifically required by the Police Chief, as the Local Traffic Authority, who will make this determination based on the Contractor’s proposed operations, traffic volumes, and traffic conditions.”

“All work under this item shall be paid only for the duration of the Contract as contained in the Special Conditions under ‘Time for Completion/Notice to Proceed’ and for any time extensions granted in writing by the Town. Payment for police officers required after the duration of the Contract and approved time extensions shall be made directly by the Town and such costs deducted from future payments due the Contractor.”

Basis of Payment: Replace Section 9.70.05 with the following:

“There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

1. Trafficperson - Uniformed Flagger: Uniformed flaggers will be paid for at the contract unit price per hour for “Trafficperson (Uniformed Flagger)” as listed in the bid proposal, which price shall include all compensation, insurance benefits, and any other cost or liability incidental to the furnishing of the trafficpersons ordered.”

2. Trafficperson - Police Officer: The sum of money shown on the bid proposal as "Estimated Cost" for this work will be considered the bid price even though payment will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount for the contract.

Police Officers will be paid for at the actual hourly rate charged for extra-duty police officers services by the Town (monthly statement or receipted bills) plus a 5% markup. Use of a Town police vehicle requested by the Engineer will be paid at the actual rate charged by the Town plus a 5% markup. The rate charged by the Town for use of a Uniformed Town Police Officer and/or an official Town Police vehicle shall not be greater than the rate it normally charges others for similar services.

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0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	EST.
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ITEM # 0971001A

MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 – Description is supplemented by the following:

The Contractor shall maintain and protect traffic as described by the following and as limited in the Special Provision "Prosecution and Progress":

The Town of Glastonbury CHIEF OF POLICE, acting in the capacity of the LOCAL TRAFFIC AUTHORITY, shall be the sole and final authority for the Maintenance and Protection of Traffic.

The Contractor is advised to review the Construction Contract Documents for the suggested construction sequencing.

Addison Road

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction, each lane on a travel path not less than 11 feet in width. Alternating one-way traffic will not be permitted due to school proximity.

Western Boulevard, Eastern Boulevard, National Drive

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

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation, on a travel path not less than 11 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet and there shall be no more than one alternating one-way traffic operation on Other Roadways within the project limits without prior approval of the Engineer.

Commercial and Residential Driveways

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

Article 9.71.03 - Construction Method is supplemented as follows:

General

The Contractor shall schedule operations such that all open excavations are backfilled or steel plated by the end of each active work period. The installation of steel plates shall be approved by the Town of Glastonbury Public Works Department prior to installation. Trenches and other excavations within the travelway that are backfilled shall be brought up to finished grade and paved with bituminous concrete pavement prior to reopening the roadway to vehicular traffic.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3-foot shoulder between the work area and travel lanes, with traffic drums or 42" traffic cones spaced every 20 feet. At the end of the workday, if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer.

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The Contractor, during the course of active construction work on overhead signs and structures, shall close the lanes directly below the work area for the entire length of time overhead work is being undertaken. At no time shall an overhead sign be left partially removed or installed.

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

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

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

Existing Signing

The Contractor shall maintain all existing overhead and side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary, and install temporary sign supports if necessary and as directed by the Engineer.

Signing Patterns

The Contractor shall provide such safety measures, pavement markings, traffic control devices, incidental flagmen, and signs deemed necessary to safeguard and guide the traveling public through the work zones as ordered by the Engineer, included in the approved maintenance scheme, or as shown on the plan. The Contractor shall erect, maintain, move, adjust, clean, relocate, store all signs, barricades, drums, traffic cones, and delineators when, where, and as directed by the Engineer. The use of unauthorized or unapproved signs, barricades, drums, traffic cones, or delineators will not be permitted.

All signs in any one signing pattern shall be mounted at the same height above the pavement. The Contractor shall keep all signs in proper position, clean and legible at all times. The Contractor shall maintain the site so that no weeds, shrubbery, construction materials, equipment or soil will obscure any sign, light, or barricade. Signs that no longer pertain to the project conditions shall be removed or adjusted from the view of traffic. Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 72-hour duration. Traffic drums shall be used to delineate raised catch basins and other hazards.

Requirements for Winter

The Contractor shall schedule a meeting with representatives from the Town of Glastonbury to determine what interim traffic control measures the Contractor shall accomplish for the winter to provide safety to the motorists and permit adequate snow removal procedures. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings, and signing.

Pavement Markings

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

The Contractor should install painted pavement markings on the final course of bituminous concrete pavement by the end of the work day/night. If the painted pavement markings are not installed by the end of the work day/night, then Temporary Plastic Pavement Marking Tape shall be installed as described above and the painted pavement markings shall be installed by the end of the work day/night on Friday of that week.

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If Temporary Plastic Pavement Marking Tape is installed, the Contractor shall remove and dispose of these markings when the painted pavement markings are installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

NOTE: Painted pavement markings will not be allowed as a substitution for either the permanent pavement markings or the Temporary Plastic Pavement Marking Tape on the final course of bituminous concrete pavement.

Dust Control

The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the street free of accumulations of sand or similar materials. When ordered by the Engineer, the Contractor shall remove snow and take care of ice on temporary, new and existing sidewalks within the limits of the project. No additional payment will be made for this work.

**Pavement Markings -Non-Limited Access Multilane Roadways
Secondary and Local Roadways**

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

Interim Pavement Markings

The Contractor shall install painted pavement markings, which shall include centerlines, shoulder edge lines, lane lines (broken lines), lane-use arrows, and stop bars, on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work day/night. If the next course of bituminous concrete pavement will be placed within seven days, shoulder edge lines are not required. The painted pavement markings will be paid under the appropriate items.

If the Contractor will install another course of bituminous concrete pavement within 24 hours, the Contractor may install Temporary Plastic Pavement Marking Tape in place of the painted pavement markings by the end of the work day/night. These temporary pavement markings shall include centerlines, lane lines (broken lines) and stop bars; shoulder edge lines are not required. Centerlines shall consist of two 4 inch wide yellow markings, 2 feet in length, side by side, 4 to 6 inches apart, at 40-foot intervals. No passing zones should be posted with signs in those areas where the final centerlines have not been established on two-way roadways. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side. The Contractor shall remove and dispose of the Temporary Plastic Pavement Marking Tape when another course of bituminous concrete pavement is installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

If an intermediate course of bituminous concrete pavement will be exposed throughout the winter, then Epoxy Resin Pavement Markings should be installed unless directed otherwise by the Engineer.

Final Pavement Markings

The Contractor should install painted pavement markings on the final course of bituminous concrete pavement by the end of the work day/night. If the painted pavement markings are not installed by the end of the work day/night, then Temporary Plastic Pavement Marking Tape shall be installed as described above and the painted pavement markings shall be installed by the end of the work day/night on Friday of that week. If Temporary Plastic Pavement Marking Tape is installed, the Contractor shall remove and dispose of these markings when the painted pavement markings are installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

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The Contractor shall install permanent Epoxy Resin Pavement Markings in accordance with Section 12.10 entitled "Epoxy Resin Pavement Markings, Symbols, and Legends" after such time as determined by the Engineer.

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 the safe and 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. 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 so as to command respect from the motorist.

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.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

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

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Typical traffic control plans may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate trafficperson shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

PLACEMENT OF SIGNS

Signs must be placed in such a position to allow 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 TRAFFIC

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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CONTROL PLANS

The 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 whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations.

Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer may require that the traffic control pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

TABLE I – MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

SECTION 1. WORK ZONE SAFETY MEETINGS

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of the Engineer, 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. 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 Engineer. The agenda should include:
 - Review Project scope of work and time
 - Review Section 1.08, Prosecution and Progress
 - Review Section 9.70, Trafficpersons
 - Review Section 9.71, Maintenance and Protection of Traffic
 - Review Contractor's schedule and method of operations.
 - Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
 - Open discussion of work zone questions and issues
 - Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

SECTION 2. GENERAL

- 2.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.
- 2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment 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 loss time.
- 2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the Engineer for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 3.a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- 3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- 3.c) Stopping traffic may be allowed:
 - As per the contract for such activities as blasting, steel erection, etc.
 - During paving, milling operations, etc. 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 and traffic should not travel across the longitudinal joint or difference in roadway elevation.
 - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.
- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.f) 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/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
STATE PROJECT L053-0005, PW-1703
SPECIAL PROVISIONS

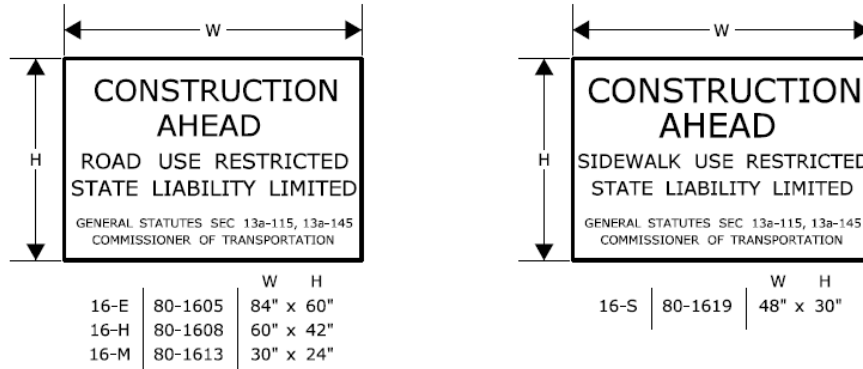
- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.
- 3.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other 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.

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- 6.b) 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.
- 6.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- 6.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

Portable Changeable Message Signs shall be deployed on Eastern Boulevard near the intersections of Hebron Avenue (Rte. 94) and Addison Road, per the locations depicted on the plans in advance of construction and shall be modified as directed by the Town during construction to address required traffic patterns.

SERIES 16 SIGNS



THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

THE LOCATION OF SERIES 16 SIGNS CAN BE FOUND ELSEWHERE IN THE PLANS OR INSTALLED AS DIRECTED BY THE ENGINEER.

SIGNS 16-E AND 16-H SHALL BE POST-MOUNTED.

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

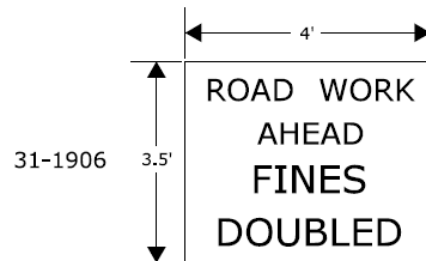
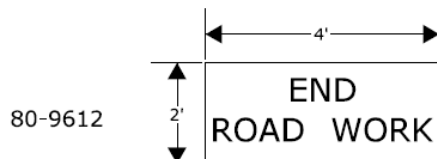
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHERE THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.

"END ROAD WORK" SIGN

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

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 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. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT 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 36 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 < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF 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' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

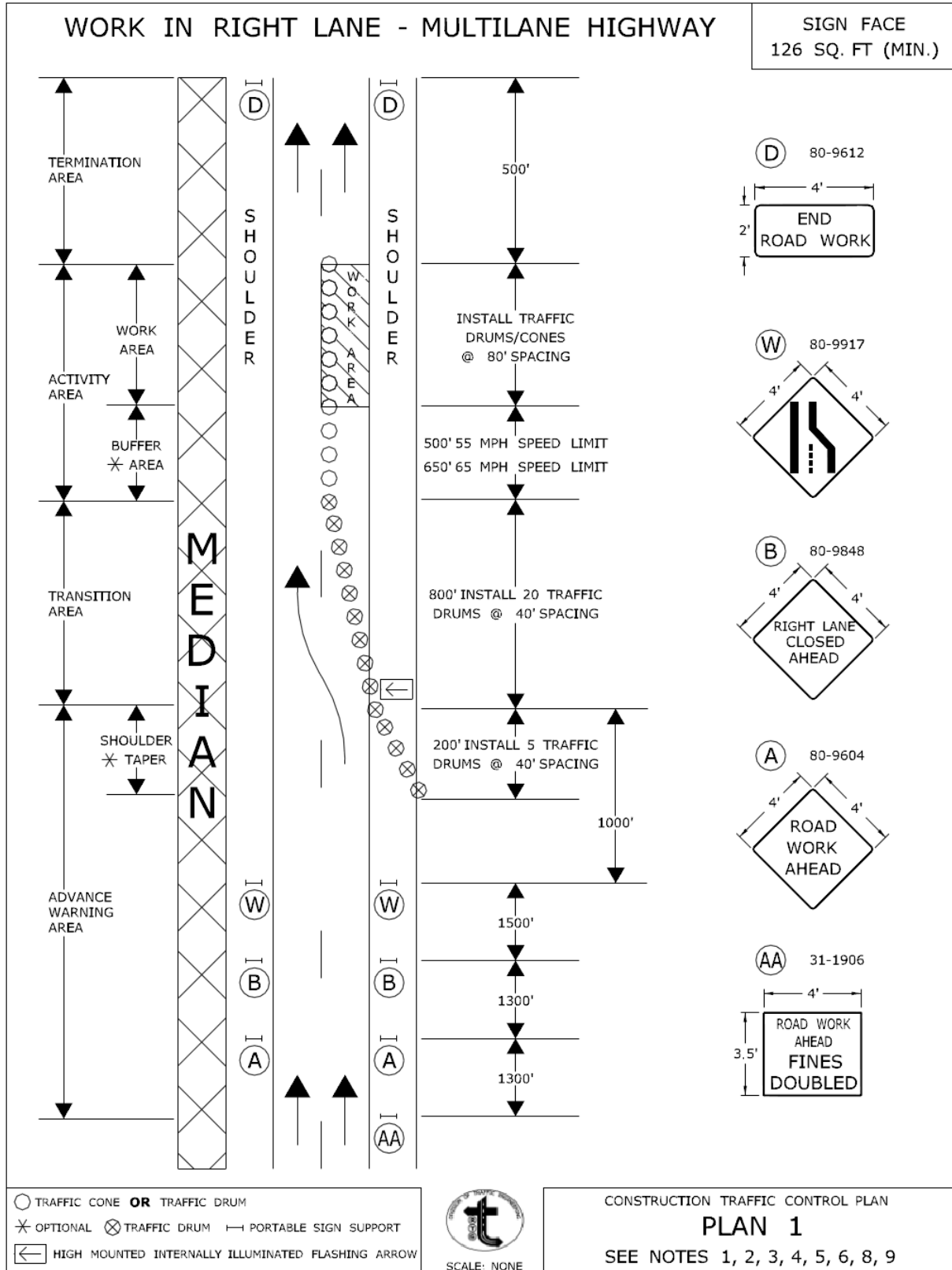
ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm



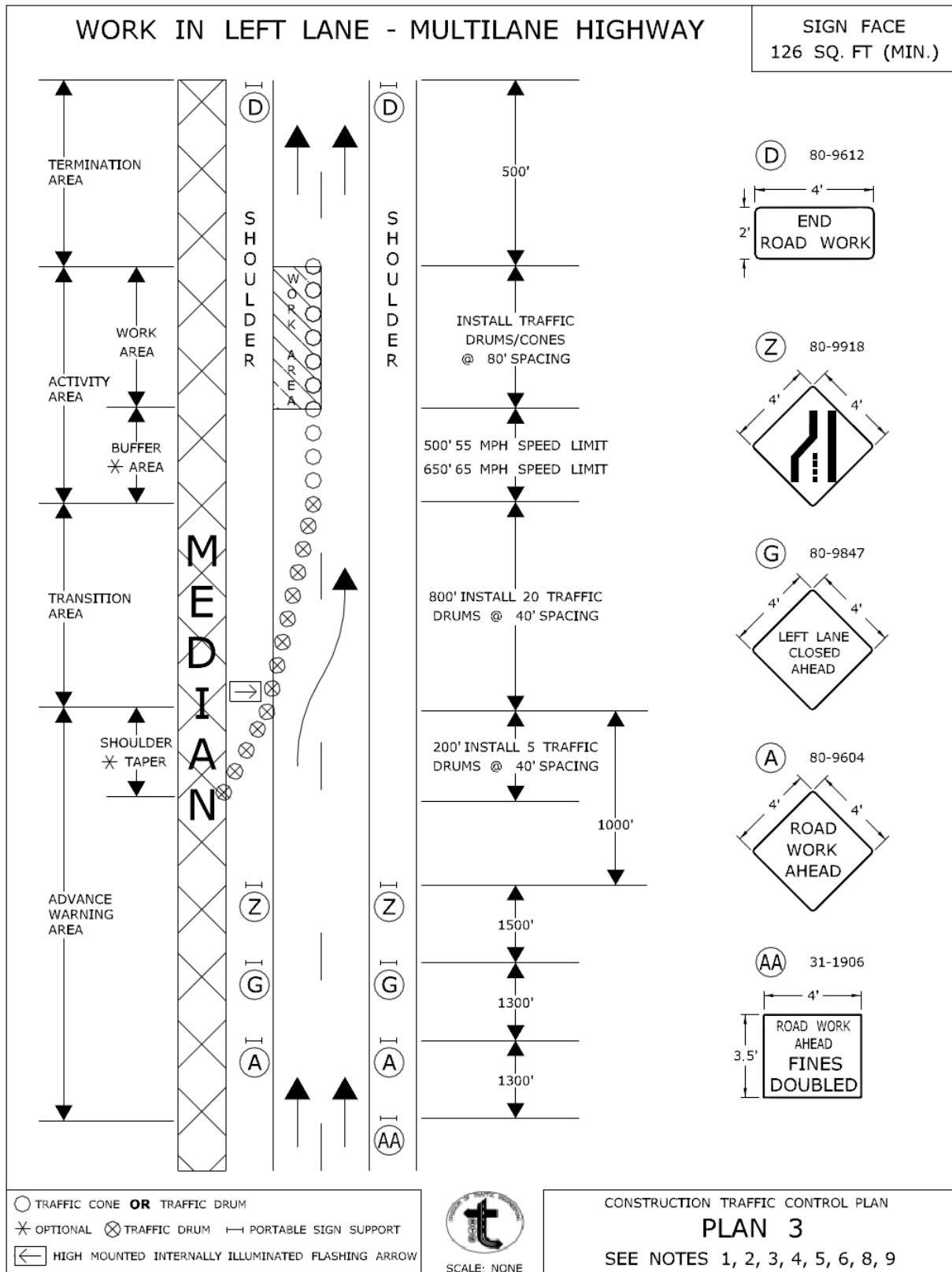
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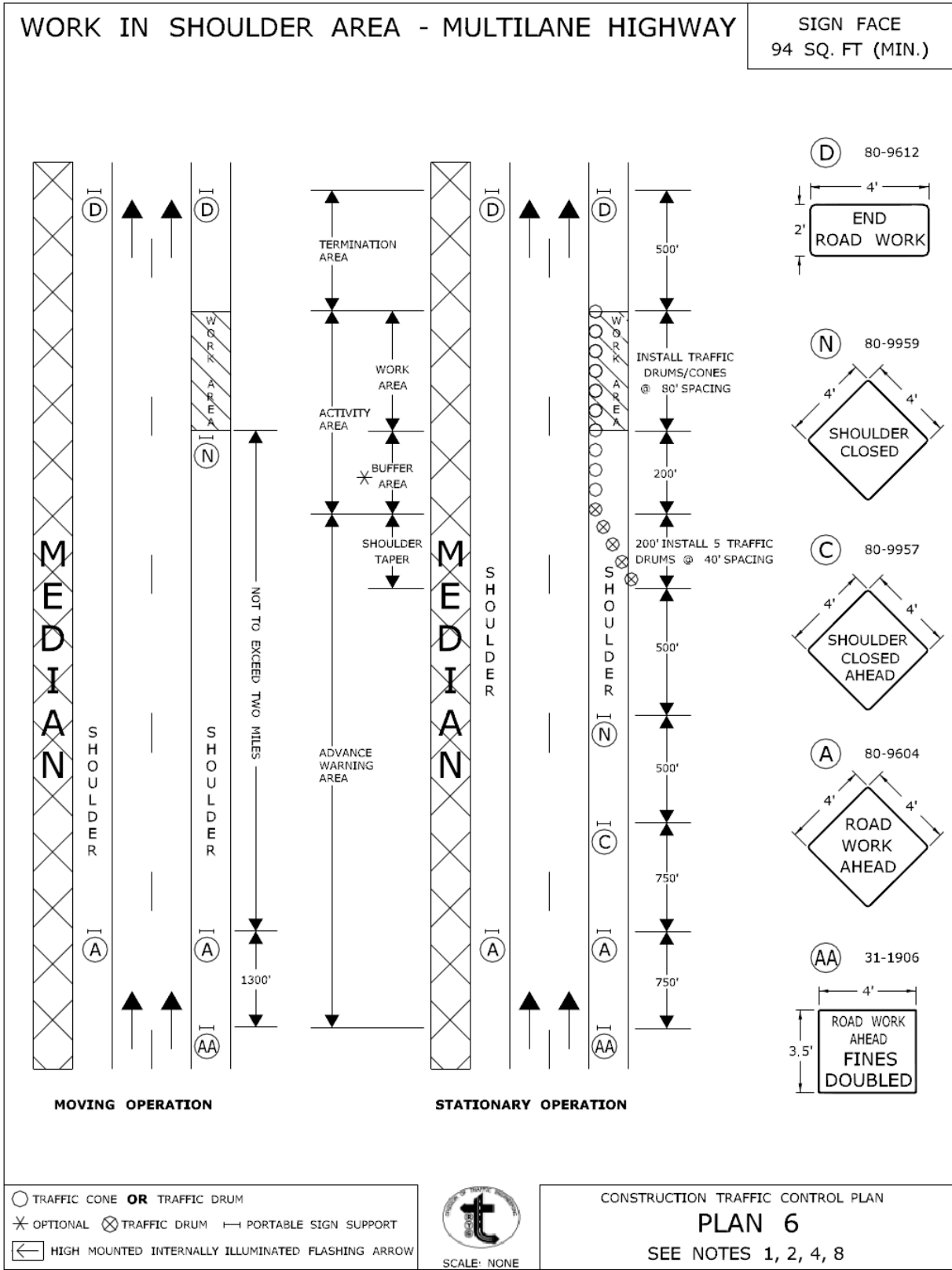
CONSTRUCTION TRAFFIC CONTROL PLAN
NOTES

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
STATE PROJECT L053-0005, PW-1703
SPECIAL PROVISIONS

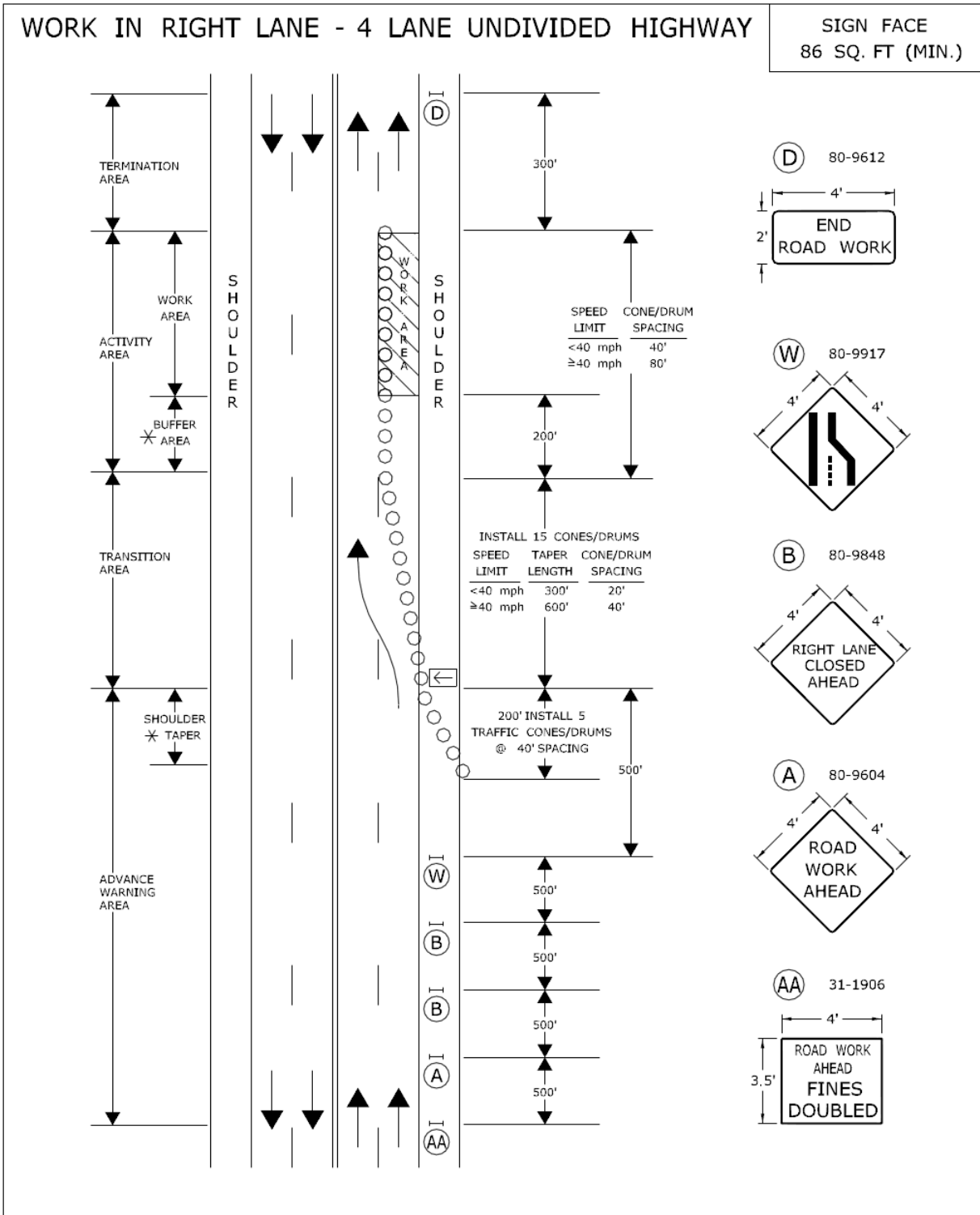


GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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- TRAFFIC CONE OR TRAFFIC DRUM
- ✕ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

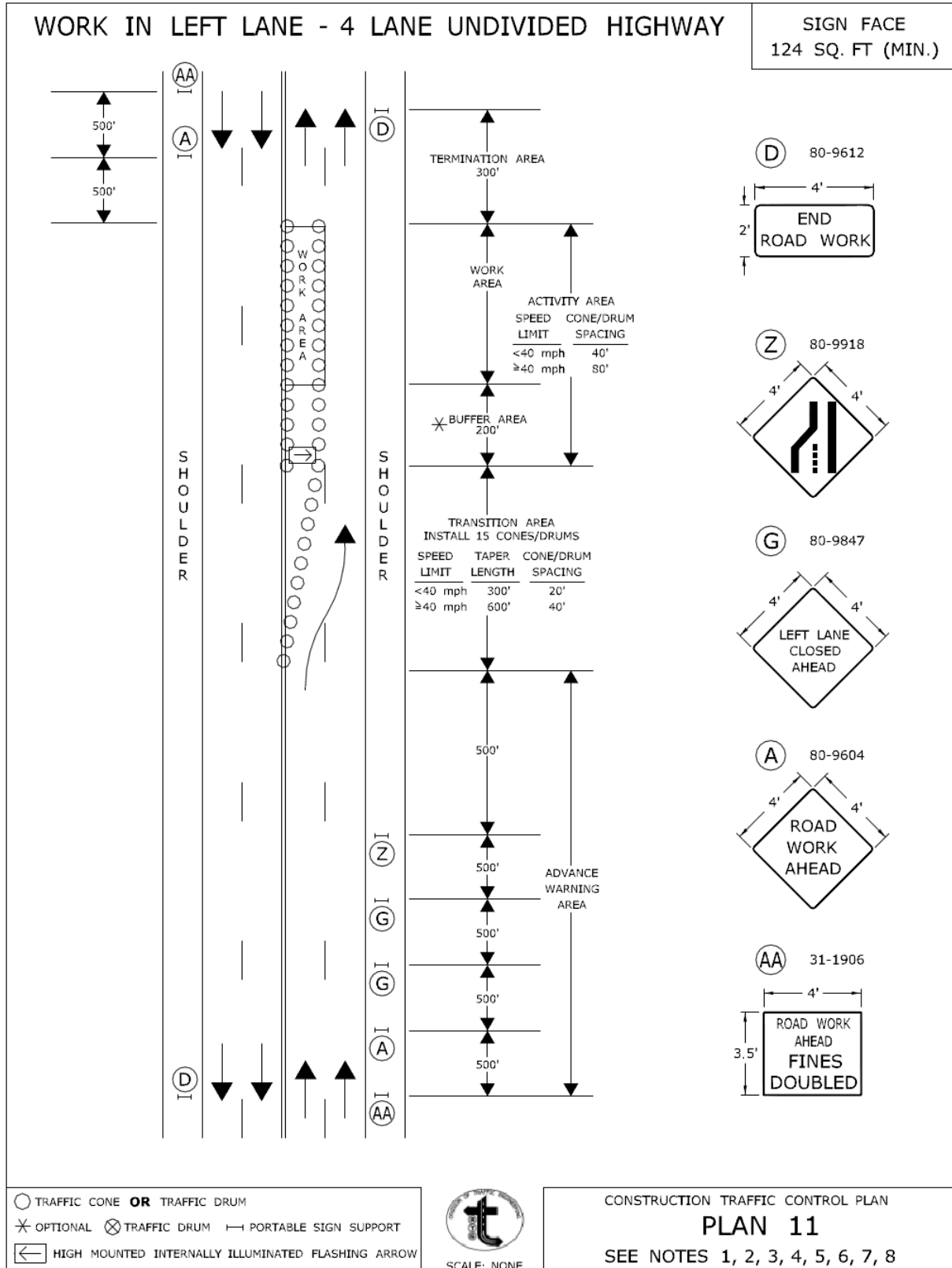


CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 10
 SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING & CONSTRUCTION

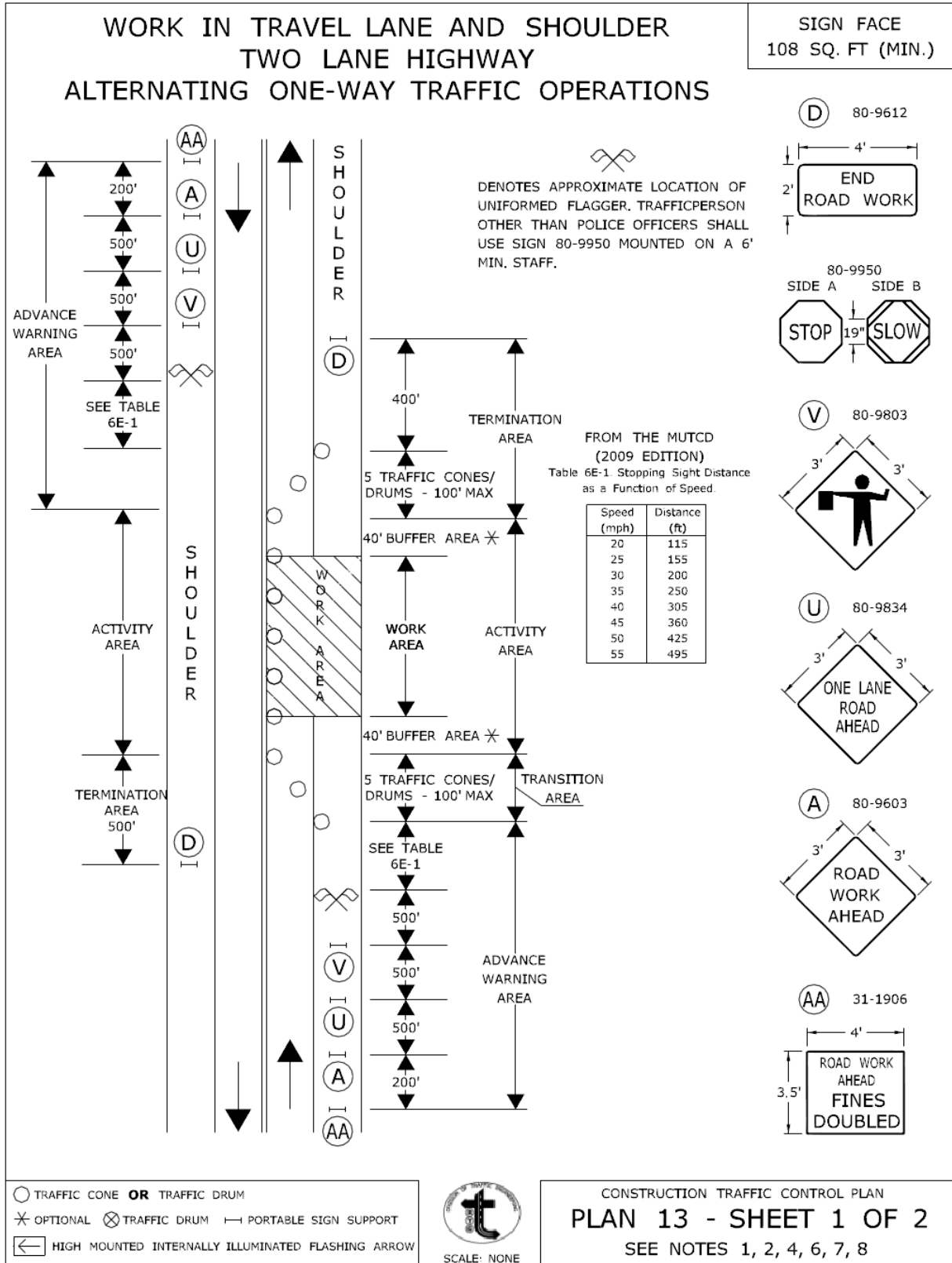
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 2012.06.05 15:54:15-0400
 PRINCIPAL ENGINEER

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
STATE PROJECT L053-0005, PW-1703
SPECIAL PROVISIONS



CONNECTICUT DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
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 PRINCIPAL ENGINEER



**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

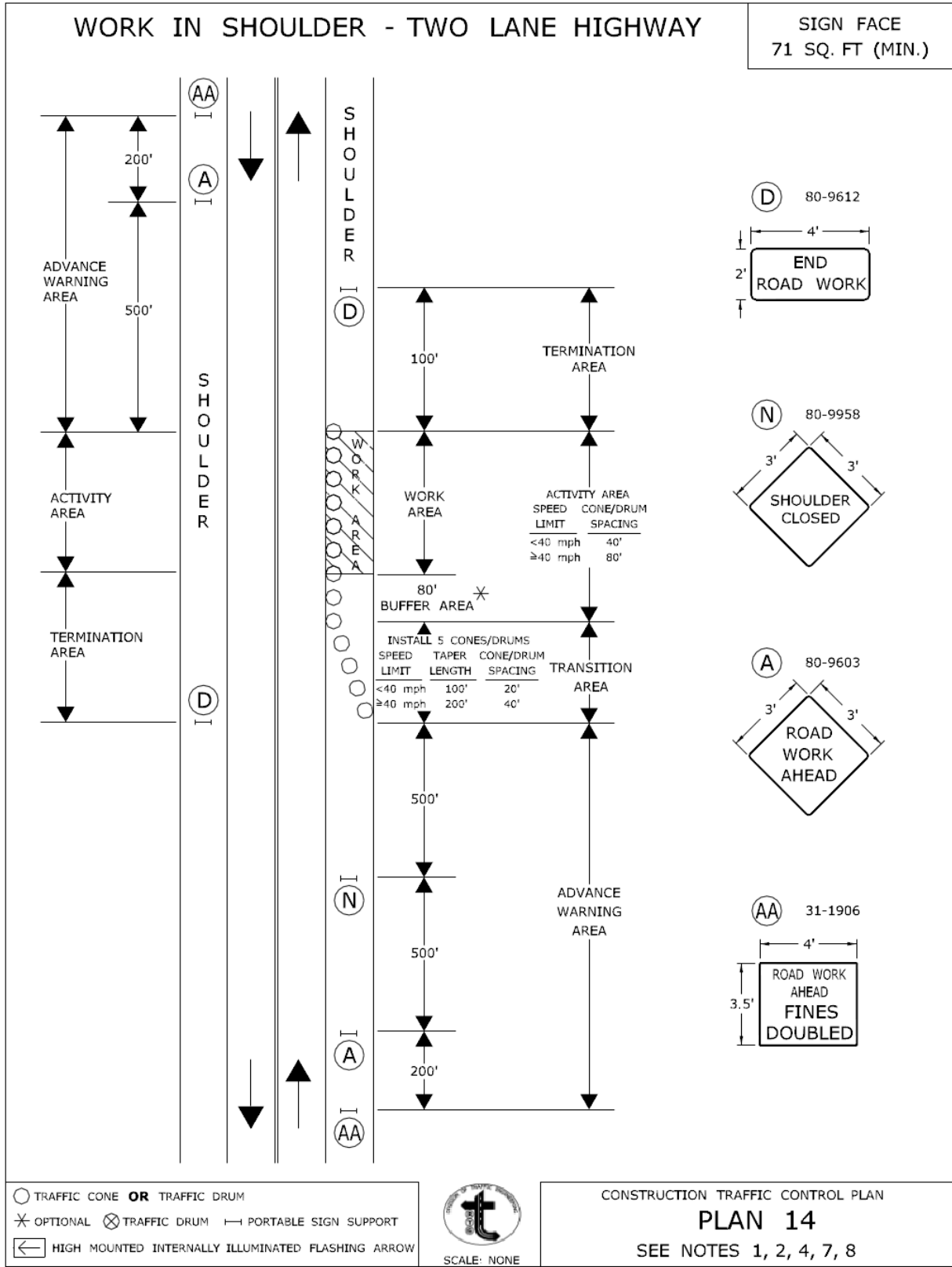


SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
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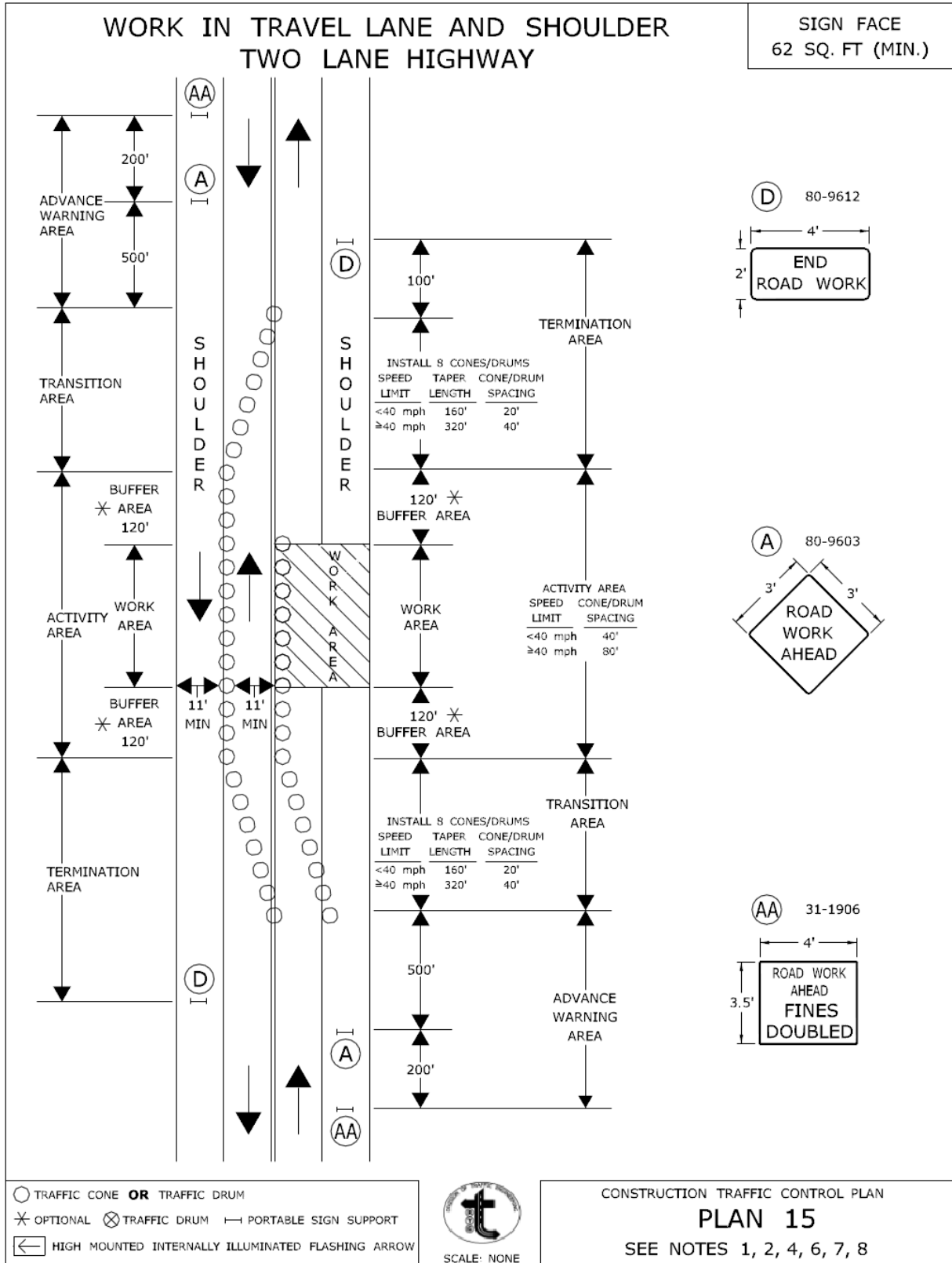
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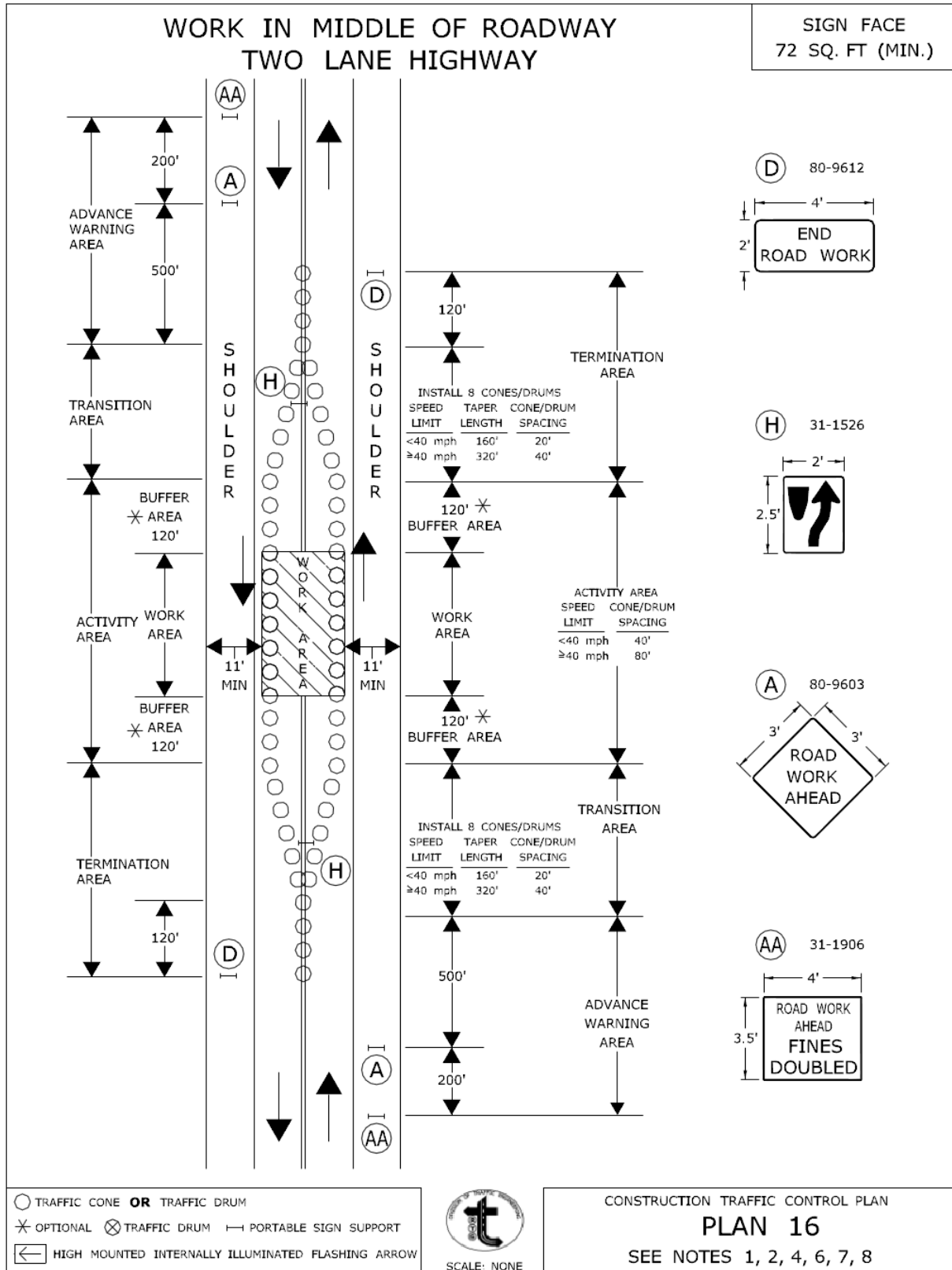


CONNECTICUT DEPARTMENT OF TRANSPORTATION
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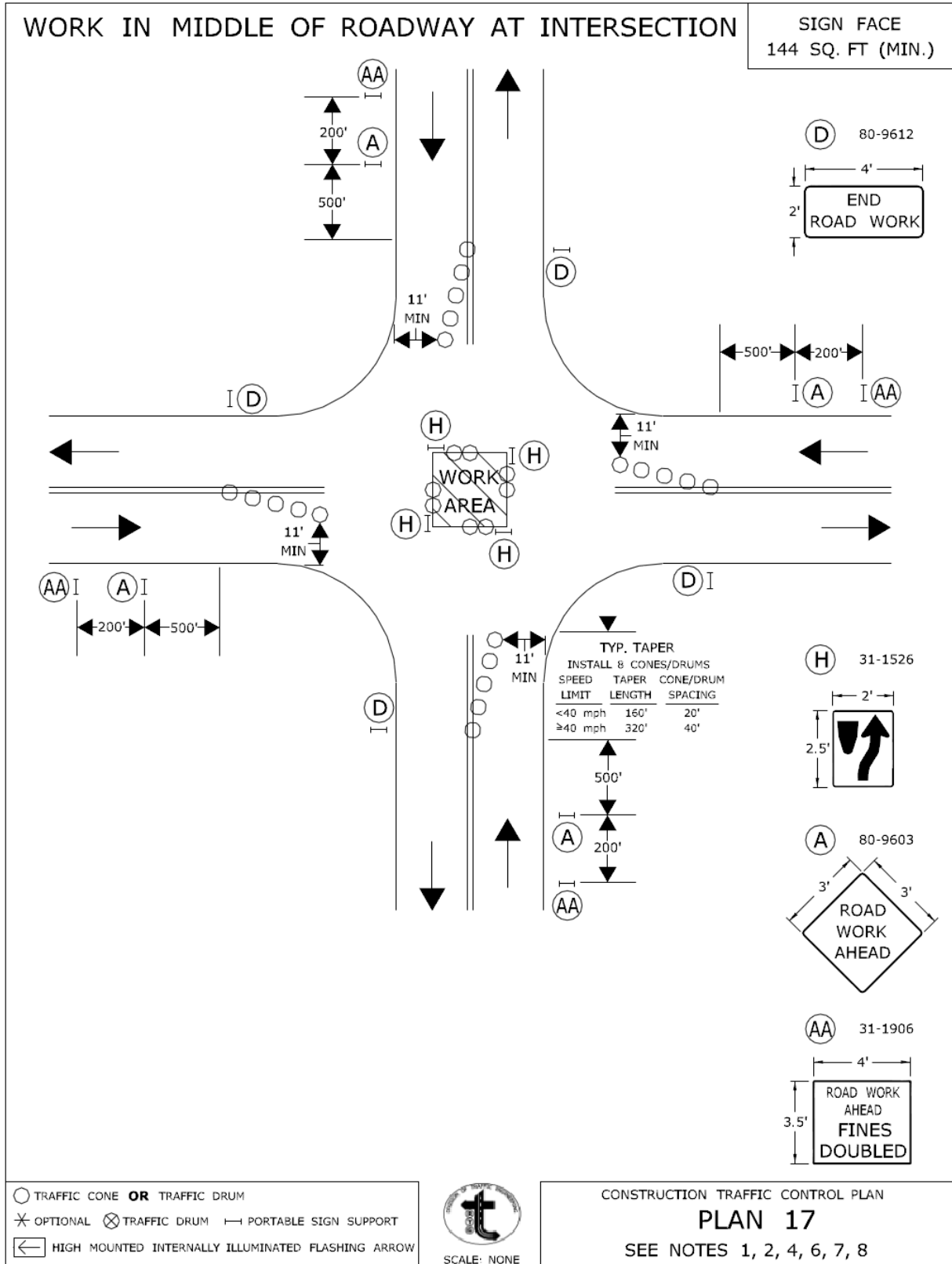
GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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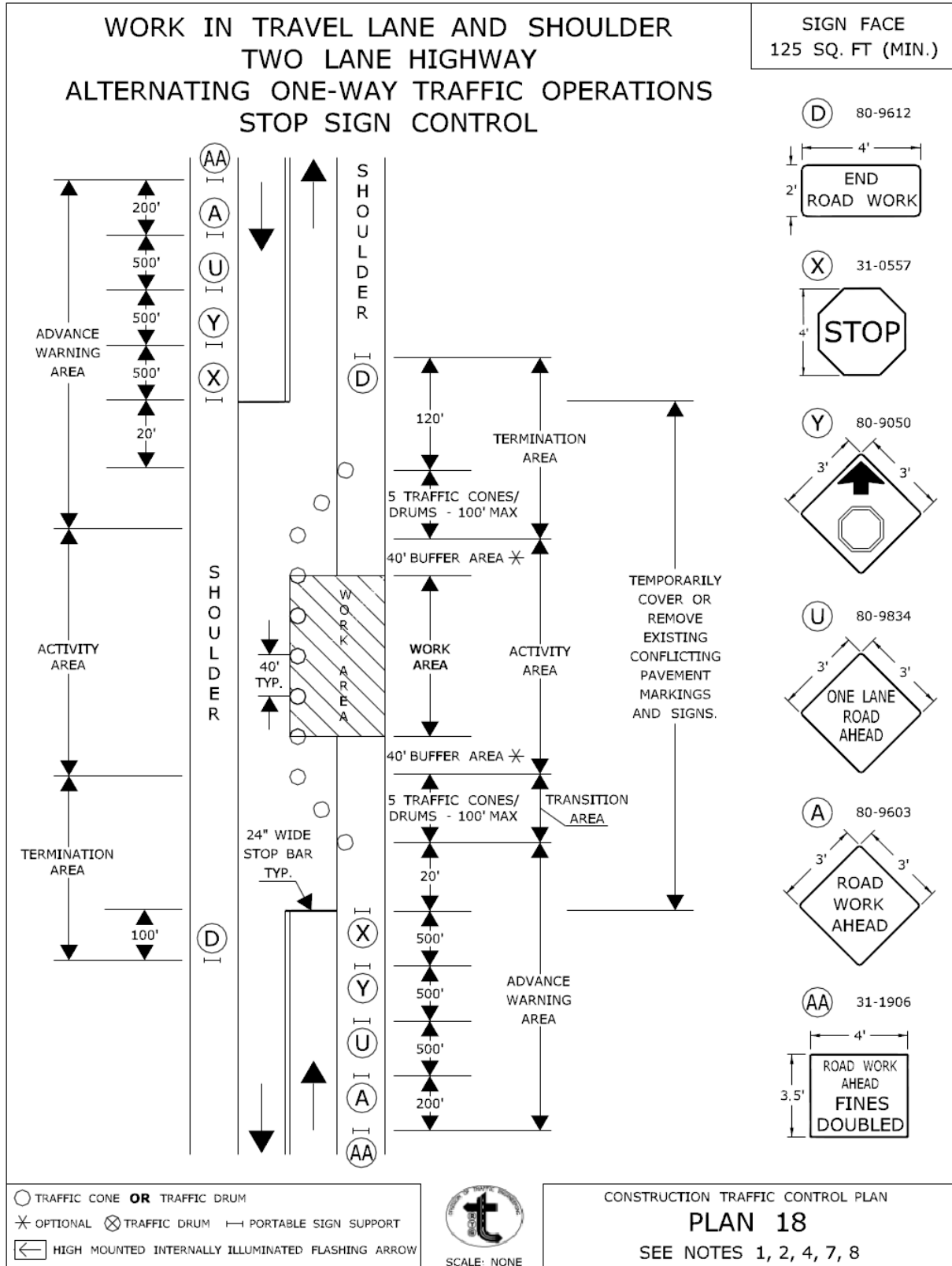




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GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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Article 9.71.05 – Basis of Payment

When the item of "Maintenance and Protection of Traffic" appears in the contract, this work will be paid for at the contract lump sum price for "Maintenance and Protection of Traffic." This price shall include all equipment, tools, labor, transportation, operations and all work incidental thereto. The amount of the lump sum paid in any given period shall be proportional to the percentage of the total of all other work completed. All costs for labor, equipment and services involved in the erection, maintenance, moving, adjusting, cleaning, relocating and storing of signs, barricades, drums, traffic cones and delineators furnished by the Contractor as well as all costs of labor and equipment involved in the maintenance of traffic lanes and detours, except for pavement markings, ordered or included in the approved scheme for maintenance of traffic shall be included in the lump sum cost for this item.

Should the Contractor fail to perform any of the work required under this item, the Town may perform or arrange for others to perform such work. In those instances, the Town will deduct money due or money to become due to the contractor all expenses connected with the execution of this work. This money shall be deducted even if the Town expense exceeds the price bid for this work by the Contractor.

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.

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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ITEM # 1002010A LIGHT POLE BASE

This item shall conform with Section 10.02 of the Form 818 supplemented as follows:

10.02.01 - Description:

add the following:

Light Pole Bases under this contract shall be a standard, square precast concrete light pole base complying with Eversource SPC Number B-159, Bolt Circle 11.5", Bolt Size 1", Approximate weight 1,150 LBs, as manufactured by Cromwell Concrete or approved equal.

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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ITEM # 1002011A FURNISH AND INSTALL STREET LIGHTS

Description:

Eversource will be responsible for furnishing and installing three (3) new street lights with associated wiring at the locations shown on the contract plans using light pole bases, handholes, and conduit installed by the Contractor under the various contract items. Work under this item shall consist of coordinating the installation of the three (3) new street lights as shown on the plans with Eversource, including furnishing all necessary payments to Eversource to cover the costs of such work performed by Eversource. Contractor shall meet with Eversource in advance of any street light installation work to review equipment placement and to ensure that all conduits, handholes, and light pole foundations are installed in conformance with Eversource requirements.

Basis of Payment:

FURNISH AND INSTALL STREET LIGHTS will be paid for at the actual price charged by Eversource for installation of the 3 streetlights mentioned above based on receipted invoices to be provided by the Contractor.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
1002011A	FURNISH AND INSTALL STREET LIGHTS	EST

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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ITEM # 1010039A PRECAST POLYMER CONCRETE HANDHOLE TYPE II

Description:

This item shall consist of furnishing and installing a Precast Polymer Concrete Handhole at the locations and to the dimensions and details shown on the plans, or as ordered by the Engineer and in conformity with these specifications.

Polymer Concrete Handhole Type II refers to a Precast Polymer Concrete Hand Hole of approximate dimensions 17" wide x 30" long x 18" depth as shown on the plans and as required by Eversource for proposed street lighting.

Materials:

The materials for this work shall conform to the following specifications:

Precast Polymer Concrete Hand hole: These hand holes shall be as manufactured by "Quazite", "Old Castle", or approved equal. Enclosures, covers and extensions shall be of monolithic material construction; components of dissimilar materials shall not be used.

All products shall conform to all test provisions of ANSI/SCTE 77 "Specification for Underground Enclosures Integrity" for Tier22 (heavy duty) applications (Design Test Load = 22,500 lbs.)

Enclosures are to be UL listed. All components in an assembly (box & cover) shall be manufactured using matched surface tooling.

All covers are required to have a minimum coefficient of friction of 0.50 in accordance with ASTM C 1028. Covers for all hand hole types shall have extra-large pull slots (1"x4") with "ELECTRIC" Logo.

Covers (Design Test Load = 22,500 lbs.) shall be secured with two stainless steel bolts. Bolts shall be self-retaining and shall withstand a minimum of 70 ft. lbs. torque and have a minimum 750 lbs. pull out strength. Nuts shall be floating and shall provide a minimum of 1/2" movement from the center of the nut.

Construction Methods:

Excavation shall be performed to a depth 12 inches below the bottom of the handhole when set flush with finished grade. With the box set in place, crushed stone shall be installed in the excavation to a depth of 12 inches and with cover installed, soil is to be back filled and compacted around the box. At final installation the box and cover shall be flush with finished grade. When the hand hole is placed in the sidewalk the back fill shall be replaced with the trap-rock as fill material.

The areas disturbed by the excavation for the hand holes shall be neatly graded to conform to the adjacent surface and contours. Where topsoil has been removed, it shall be replaced to its original depth (except that in no case shall this depth be less than four inches) and the area shall be fertilized, seeded and mulched.

Where hand holes are shown in sidewalk or paved areas, the hand hole shall be set flush and the surrounding area shall be replaced with the same type of material as removed. All conduits entering the hand hole shall be bonded together by means of a jumper running from ground bushings on the conduit ends. All open conduit entrances in the walls of the hand hole shall be grouted to prevent the surrounding sand or dirt entering into the hand hole. When the hand hole is placed in sidewalk areas, the sidewalk shall be sawcut at the nearest joint and the complete slab(s) of sidewalk shall be removed and replaced.

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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Method of Measurement:

This work will be measured for payment by the number of hand holes of the type specified, complete and accepted in-place.

Basis of Payment:

This work will be paid for at the contract price each for "PRECAST POLYMER CONCRETE HANDHOLE TYPE II", complete in-place, which price shall include an approved precast polymer concrete handhole, Tier22 rated cover with "ELECTRIC" logo, copper bonding jumpers, crushed stone, excavating, backfilling, pavement restoration, grading and placing topsoil, seeding, fertilizing, mulching and all equipment, tools, labor and work incidental thereto.

Concrete Sidewalk, when disturbed as part of the handhole installation, will be measured and paid for under the appropriate contract item.

PAY ITEM

Precast polymer Concrete Handhole Type II

PAY UNIT

EA

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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ITEM # 1131030A CHANGEABLE MESSAGE SIGN FULL MATRIX (6' WIDE)

Description:

Work under this item shall include furnishing and maintaining trailer-mounted, "Changeable Message Signs Full Matrix" of the size and type and at the locations indicated on the plans or as directed by the Engineer.

Materials:

The full matrix, internally illuminated variable message signs shall consist of a LED, fiber optic, lamp matrix, or hybrid magnetically operated matrix – LED message board; with an on-board computer operated interface, all mounted on a towable, heavy duty trailer.

CHANGEABLE MESSAGE SIGN FULL MATRIX (6' WIDE) shall have a panel width of approximately 72 inches and panel height of approximately 36 inches.

CHANGEABLE MESSAGE SIGN FULL MATRIX (10' WIDE) shall have a panel width of approximately 120 inches and panel height of approximately 66 inches.

The minimum letter height shall be 12 inches. Standard messages shall be displayed in a three-line message format with 8 characters per line.

In the raised position, the bottom of the signs shall be at least 7 feet above the roadway. The lighting system shall be controlled both manually and by a photocell for automatic sign dimming during nighttime use.

The signs shall be capable of storing a minimum of 20 preprogrammed messages and be able to display any one of those messages upon call from the trailer mounted terminal and/or through the cellular telephone hookup for the remote controlled sign.

The sign shall be controlled by an on-board computer. The sign shall automatically change to a preselected default message upon failure. That default message shall remain on display until the problem is corrected.

The sign shall include all necessary controls, including, but not limited to, personal computer, keyboard or alphanumeric hand-held keyboard, and software. The sign shall interface with PCs, cellular phones, and radar speed detection devices as required.

Controls shall be furnished for raising and lowering the message board, aligning the message board and, for solar powered units, a read-out of the battery bank charge.

Power shall be provided by a self-contained solar maintained power source or a diesel engine driven generator. Hardware for connection to a 110-volt power source shall also be provided.

Solar powered signs shall display programmed messages with the solar panel disconnected, in full night conditions, for a minimum of 30 consecutive days.

The signs shall be a full matrix sign that is able to display messages composed of any combination of alphanumeric text, punctuation symbols, and graphic images (notwithstanding NTCIP limitations). The display shall be capable of producing arrow functions. Full- matrix displays shall allow the use of graphics, traffic safety symbols and various character heights.

The sign shall utilize yellow green or amber for the display with a black background. Each matrix shall have a minimum size of 6 x 9 pixels. Each pixel shall utilize a minimum of four high output yellow green or amber

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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LEDs or equivalent light source. The LEDs or light source shall have a minimum 1.4 candela luminance intensity, 22 degrees viewing angle, and wavelength of 590 (+/- 3) nanometers.

For hybrid magnetically operated matrix – LED matrix, each pixel shall have one single shutter faced with yellow green or amber retro-reflective sheeting with a minimum of four high output yellow green or amber LEDs or equivalent light source. The hybrid magnetically operated matrix – LED matrix sign shall be capable of operating in three display modes; shutter only, LED only, and both LED and shutter. These modes shall be automatically controlled by a photocell for day and night conditions and also capable of being manually controlled through the software.

Construction Methods:

The Contractor shall furnish, place, operate, maintain and relocate the sign as required. When the sign is no longer required, it shall be removed and become the property of the Contractor. The cellular telephone required for the Remote Controlled Changeable Message Sign shall be provided to the Engineer for his use, and subsequently returned to the Contractor.

When the sign is not in use, it shall either be turned off with a blank display or turned from view.

Any signs that are missing, damaged, defaced or improperly functioning so that they are not effective, as determined by the Engineer and in accordance with the ATSSA guidelines contained in “Quality Standards for Work Zone Traffic Control Devices,” shall be replaced by the Contractor at no cost to the Town of Glastonbury.

Method of Measurement:

This work will be measured for payment for each “Changeable Message Sign Full Matrix (Width)” furnished and installed, for the number of calendar days that the sign is in place and in operation, measured to the nearest day. When a sign is in operation for less than a day, such a period of time shall be considered to be a full day regardless of actual time in operation.

Basis of Payment:

This work will be paid for at the Contract unit price per day for each “Changeable Message Sign Full Matrix (Width)” which price shall include placing, maintaining, relocating and removing the sign and its appurtenances and all material, labor, tools and equipment incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
ITEM # 1131030A	CHANGEABLE MESSAGE SIGN FULL MATRIX (6' WIDE)	DAY

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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ITEM # 1206023A REMOVAL AND RELOCATION OF EXISTING SIGNS

Section 12.06 is supplemented as follows:

Article 12.06.01 – Description is supplemented with the following:

Work under this item shall consist of the removal and/or relocation of designated side-mounted sheet aluminum signs, sign posts, sign supports, and foundations where indicated on the plans or as directed by the Engineer. Work under this item shall also include furnishing and installing new sign posts and associated hardware for signs designated for relocation.

Article 12.06.03 – Construction Methods is supplemented with the following:

The Contractor shall take care during the removal and relocation of existing signs that are to be relocated so that they are not damaged. Any material that is damaged shall be replaced by the Contractor at no additional cost.

Materials designated for removal shall be removed and disposed of by the Contractor as directed by the Engineer and in accordance with existing standards for Removal of Existing Signing.

Sheet aluminum signs designated for relocation are to be re-installed on new sign posts.

Article 12.06.04 – Method of Measurement is supplemented with the following:

Removal and Relocation of Existing Signs shall be measured for payment by the actual number of each completed and accepted sign relocation which shall include all sheet aluminum signs designated for relocation, all new sign posts and associated hardware for signs designated for relocation, all sheet aluminum signs, sign posts and sign supports designated for scrap, and foundations and other materials designated for removal and disposal, and all work and equipment required.

Article 12.06.05 – Basis of Payment is supplemented with the following:

This work will be paid for at the contract price each for “Removal and Relocation of Existing Signs” which price shall include relocating designated sheet aluminum signs, providing new posts and associated hardware for relocated signs, removing and disposing of foundations and other materials, and all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading sheet aluminum signs, sign posts, and sign supports designated for scrap and all equipment, material, tools and labor incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
1206023A	REMOVAL AND RELOCATION OF EXISTING SIGNS	EA

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
SPECIAL PROVISIONS
STATE PROJECT L053-0005**

ITEM # 1206091A RELOCATE BUSINESS SIGN AND LIGHTING

Description:

Work under this item shall consist of the Contractor removing and reinstalling existing business sign located at 78 Eastern Boulevard including dismantling and reinstalling existing stone wall containing a raised landscape bed where shown on the plans or as directed by the Engineer. The installation shall consist of dismantling and reinstallation of an existing stone wall and raised planting bed along with erecting the sign in a manner as required to match the existing sign foundation, removal of the old sign foundation as required, relocating associated light fixtures as required to match the new sign location, removing or extending underground conduit as required for the sign lighting fixtures, and making all necessary electrical connections for proper operation. Building permits required.

Materials:

The Contractor shall be responsible for damage to all equipment and materials incurred during removal and dismantling. All repairs or replacements due to damage or loss by the Contractor shall be made at the Contractor's expense.

Construction Methods:

Prior to dismantling the existing stone wall and raised landscape bed and removal of the existing business signs, the Contractor shall have prepared the area for the reinstalled raised landscape bed and relocated business sign to be installed to the satisfaction of the Engineer, including all site preparation, placement of gravel fill and formation of raised landscape bed and business sign foundation as required. After approval is given by the Engineer and owner related to the final location, the Contractor shall dismantle the existing raised landscape bed and remove the business sign as shown on the plans or as directed. Contractor shall reinstall the raised landscape bed and business sign to replicate the exact original layout as feasible. As required, the Contractor shall provide a means to temporarily support the business sign in a manner satisfactory to the Engineer.

Any existing concrete sign foundation shall be removed. The relocated sign posts shall be set securely in concrete or otherwise installed as required to match the existing sign foundation, and shall be erected plumb. The sign shall be erected with the face of the sign placed perpendicular to the center line of the roadway.

Light fixtures that illuminate the business sign shall be removed and relocated such that they are centered on the relocated sign and provide adequate illumination. Additional conduit, fittings, and wiring shall be provided as required for a complete and fully functional lighting installation. All work shall be in strict conformance with the National Electric Code and local building code.

Method of Measurement:

The work described under this item will not be measured for payment but its cost shall be considered included in the bid price for "Relocate Business Sign and Lighting".

Basis of Payment:

This work will be paid for at the contract lump sum price for "Relocate Business Sign and Lighting" as specified, which price shall include permits, dismantling and reinstallation of the existing raised landscape bed, removal, and installation of the business sign and associated lighting, and all work, materials, tools and equipment incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
1206091A	RELOCATE BUSINESS SIGN AND LIGHTING	LS

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
SPECIAL PROVISIONS
STATE PROJECT L053-0005**

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

Section 12.08 is supplemented and amended as follows:

Description: *Add the following:*

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

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.

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.

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 =>	50-100	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

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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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.

**GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
SPECIAL PROVISIONS
STATE PROJECT L053-0005**

ITEM # 1220004A

PROJECT FUNDING SIGN

Description:

This item shall consist of furnishing and installing project funding sign(s) mounted on vertical breakaway sign supports at the locations indicated on the plans or as directed by the Engineer.

Materials:

Sign Panel: The material utilized shall be ¾" MDO-EXT-APA Plywood with the back and edges of the panel painted with two (2) coats of a durable matte black finish.

Sign: Signs may be painted or use non-reflective plastic sheeting. Paint shall be extremely a 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 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.

Typeface: Helvetica Medium

Sign Support: Sign panels shall be attached to vertical breakaway sign support posts meeting 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.

Construction Methods:

Contractor to furnish and install the required number of vertical breakaway sign support posts required for each project funding sign location meeting the AASHTO sign support requirements and manufacturer's installation requirements. A minimum 2-ft embedment depth below the groundline is required.

Contractor shall furnish and install suitable sign panel mounting hardware and fasteners required to firmly and securely attach the sign panel to the sign supports without causing damage to the sign.

Project funding sign(s) SHALL be installed parallel to the travelway, so they are NOT easily viewable by drivers. The lateral offset from the edge of the road to the face of the sign should be 6-12 feet. The bottom of the sign should be mounted 7 feet above the edge of the road.

Project funding sign(s) shall remain erected for the life of the construction project. Contractor is required to erect all required project funding signs after the Notice to Proceed has been issued and shall be removed with all other construction related signs upon the project acceptance.

Method of Measurement:

Project Funding Sign will be measured for payment by the number of square feet of each sign face. Paint, Sign supports and mounting hardware will not be measured for payment but should be considered included within this item.

Basis of Payment:

"Project Funding Sign" required and used on the project will be paid for at the Contact unit price per square foot as listed in the bid proposal of completed and accepted "Project Funding Sign". This price shall include the furnishing, installing and maintenance of the sign(s), paint, furnishing and installing breakaway sign supports, mounting hardware and fasteners and all equipment, material, tools and labor incidental thereto.

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
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Item No.	Description	Unit
1220004A	PROJECT FUNDING SIGN	S.F.

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
STATE PROJECT L053-0005, PW-1703

ATTACHMENT A:
REQUIRED STATE CONTRACT PROVISIONS

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)

**Construction Contracts - Required Contract Provisions
(State Funded Only Contracts)**

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1. Specific Equal Employment Opportunity Responsibilities

The Contractor shall comply with the Specific Equal Employment Opportunity requirements, as applicable, attached at Exhibit A and hereby made part of this Contract.

2. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit D 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 818), 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 and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

7. NonDiscrimination

- (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "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;
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "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;
 - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

- viii. "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;
- ix. "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
- x. "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, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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 ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by 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.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

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 B, 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 (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

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 section 9-612 of the Connecticut General Statutes 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 represents that they have received 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.

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

20. Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

21. Large State Contract Representation for Contractor

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

22. Large State Contract Representation for Official or Employee of State Agency

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

23. Iran Investment Energy Certification

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

24. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

25. Affirmative Action Policy Statement

The Contractor shall comply with the Affirmative Action Policy Statement, as applicable, attached at Exhibit B and hereby made part of this Contract.

EXHIBIT A

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES July 2022

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

2. Equal Employment Opportunity Policy:

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT the contractor's commits to complying with federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

3. Project Workforce Utilization Goals:

These goals are applicable to all construction projects performed in the covered area work (whether the project is federal or state funded). 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.

a. Appendix A establishes the goals for minority and female utilization in all crafts statewide on all State Funded construction projects.

b. Appendix B establishes the goals for minority and female utilization in all crafts statewide on Federally assisted or funded construction projects.

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 participation are expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

State Utilization Goals
See Appendix A

Federal Utilization Goals
See Appendix B

4. **Executive Order 11246**

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the workforce utilization goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to CTDOT when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs that which expressly target minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations.
- g) Review at least annually, the company EEO Policy and affirmative action obligations with all employees having any responsibility for hiring, assignments, layoffs, terminations, or other employment decisions, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

- i) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the project worksite and in other areas of the Contractor's workforce.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for opportunities through appropriate training opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p) Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations:

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative

action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps so as to achieve maximum results from its efforts to ensure equal employment opportunity.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

5. Subcontracting:

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among

their employees. Companies shall obtain lists of minority-owned construction firms from the Office of Equity.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

6. Records and Reports:

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project.
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
5. Records of internal and external communication and outreach to document its affirmative efforts.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation.

c. For Federal Highway Administration funded projects only:

The Company will submit an annual report to CTDOT each July or as otherwise directed, for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by “Training Special Provision”, the Company will be required to furnish Form FHWA 1409 and 1415 as required by CTDOT.

STATE FUNDED PROJECTS (only)
APPENDIX A
(Labor Market Goals)

LABOR MARKET AREA GOAL
Female

Minority

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%
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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			12.4%
1.6%			
Bethlehem	Middlebury	Naugatuck	Prospect
Southbury	Thomaston	Waterbury	Watertown
Wolcott	Woodbury		

EXHIBIT B

AFFIRMATIVE ACTION POLICY STATEMENT (July 2022)

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre-apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

Dissemination of Policy:

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and

contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; "An Affirmative Action/Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
3. The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to

refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm's Affirmative Action Program rests with the Chief Executive Officer of this firm.

Rev. 4/24/2019

EXHIBIT C

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 (1)(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.

EXHIBIT D

State Wages and Other Related Information

Please refer to the Department of Labor website for the latest updates, annual adjusted wage rate increases, certified payroll forms and applicable statutes.

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

Prevailing Wage Law Poster Language

**THIS IS A PUBLIC WORKS PROJECT Covered by the
PREVAILING WAGE LAW CT General Statutes Section 31-53**

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE (applicable to public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

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

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

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

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

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

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

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

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

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

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

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

November 29, 2006

Notice

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

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

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

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

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

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

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

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION**

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

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

Rate Schedule Issued (Date): _____

Information Bulletin

Occupational Classifications

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

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

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

□ **ASBESTOS WORKERS**

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

□ **ASBESTOS INSULATOR**

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

□ **BOILERMAKERS**

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

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

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

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

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

student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

□ **LABORER, CLEANING**

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

□ **DELIVERY PERSONNEL**

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

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

□ **ELECTRICIANS**

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

□ **ELEVATOR CONSTRUCTORS**

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

□ **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

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

□ **GLAZIERS**

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

□ **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

□ **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

□ **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

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

□ **PAINTERS**

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

□ **LEAD PAINT REMOVAL**

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

□ **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *License required per Connecticut General Statutes: P-1,2,6,7,8,9 J1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

□ **POWER EQUIPMENT OPERATORS**

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

□ **ROOFERS**

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

□ **SHEETMETAL WORKERS**

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

□ **SPRINKLER FITTERS**

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

□ **TILE MARBLE AND TERRAZZO FINISHERS**

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

□ **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance

of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***License required, drivers only, per Connecticut General Statutes.**

For example:

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

Any questions regarding the proper classification should be directed to:

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

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

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

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

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

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

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

Elevator Constructors: Mechanics

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he

fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Rev. 7/1/19

SEE BELOW FOR STATE WAGE RATES

INSERT STATE WAGES HERE

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
STATE PROJECT L053-0005, PW-1703

**ATTACHMENT B:
PREVAILING WAGE RATES**

Minimum Rates and Classifications for Heavy/Highway Construction

ID#: 23-46672

**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: Bid #GL-2023-31

Project Town: Glastonbury

State#: L053-0005

FAP#:

Project: Gateway Corporate Park Bicycle and Pedestrian Improvements

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	44.46	28.51
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	39.92	34.47
2) Carpenters, Piledrivermen	36.07	26.15
2a) Diver Tenders	36.07	26.15
3) Divers	44.53	26.15
03a) Millwrights	37.02	27.66
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	55.0	23.75
4a) Painters: Brush and Roller	37.22	23.40
4b) Painters: Spray Only	40.22	23.40

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4c) Painters: Steel Only	39.22	23.40
4d) Painters: Blast and Spray	40.22	23.40
4e) Painters: Tanks, Tower and Swing	39.22	23.40
4f) Elevated Tanks (60 feet and above)	46.22	23.40
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)	41.75	31.47+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + 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)	47.03	34.05
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	32.0	24.40
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	32.25	24.40
10) Group 3: Pipelayers	32.5	24.40
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	32.5	24.40
12) Group 5: Toxic waste removal (non-mechanical systems)	34.0	24.40

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13) Group 6: Blasters	33.75	24.40
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	33.0	24.40
Group 8: Traffic control signalmen	18.0	24.40
Group 9: Hydraulic Drills	32.75	24.40
----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	34.23	24.40 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	33.26	24.40 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	33.26	24.40 + a
15) Form Erectors	33.59	24.40 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	33.26	24.40 + a
17) Laborers Topside, Cage Tenders, Bellman	33.15	24.40 + a
18) Miners	34.23	24.40 + a

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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----

18a) Blaster	40.72	24.40 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	40.52	24.40 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	38.54	24.40 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	41.31	24.40 + a

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

Two Axle Trucks, Helpers	31.16	28.78 + a
Three Axle Trucks; Two Axle Ready Mix	31.27	28.78 + a
Three Axle Ready Mix	31.33	28.78 + a
Four Axle Trucks	31.39	28.78 + a
Four Axle Ready-Mix	31.44	28.78 + a
Heavy Duty Trailer (40 tons and over)	33.66	28.78 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	31.44	28.78 + a
Heavy Duty Trailer (up to 40 tons)	32.39	28.78 + a

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Snorkle Truck	31.54	28.78 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	45.71	26.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a

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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	42.99	26.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	41.39	26.80 + a

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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	38.61	26.80 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.5	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.1	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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As of: March 31, 2023

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

www.ct.gov/dol. For those without internet access, please contact the division listed below.

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

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

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

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

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

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

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

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

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

As of: March 31, 2023

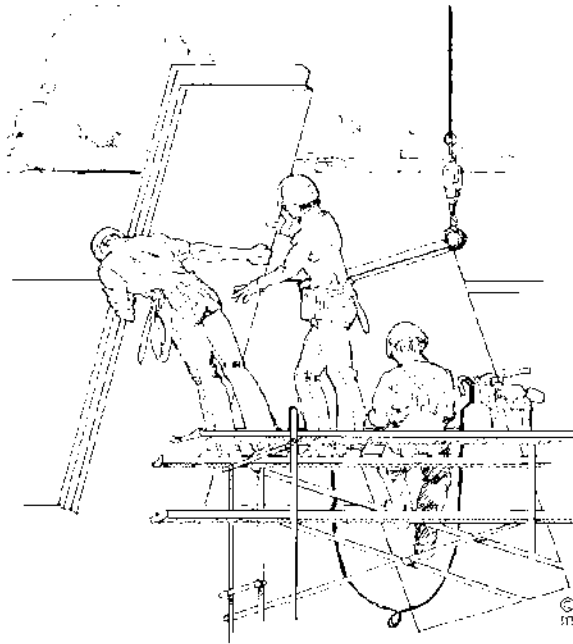
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

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

Rate Schedule Issued (Date): _____

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

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

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

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

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

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

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

Section A:

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

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

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

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

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

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

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

**ATTACHMENT C:
CHRO 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.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<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 1 – Bidder Information

<p>Company Name: Street Address: City & State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-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 is certified as above by State of CT? Yes No</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</p>	<p>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.? Yes No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</p>	<p>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? Yes No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</p>	<p>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? Yes No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:</p>

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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**ATTACHMENT D:
SCHEDULE OF MINIMUM TESTING
FOR LOTCIP PROJECTS**

Chapter 7 - Suggested Minimum Schedule for Acceptance Testing (LOTICIP)

Local Transportation Capital Improvement Program (LOTICIP) 4/2/2019

ONLY Applies to Municipal Administered LOTICIP Projects not on National Highway System

Material Name	Unit	Test/Documentation	Frequency 1 per	Notes
Anchor Bolts	ea.	MC	project	1 per size
Asphalt Emulsions (CSS-1, RS-1 or SS-1)	gal	MC	10k	
Bituminous Concrete (HMA)	ton	D 2950 FLDT	day	See Note 3
Cement - Portland Type I/II	bag	FLDT	project	empty bag
Chemical Anchor	lb.	QPL MC	project	
Concrete-Ready Mixed	c.y.	T22 FLDL	75	4 cylinders
Construction Signing	ea.	MC	project	
Geotextile	s.y.	QPL MC	project	
Gravel (Bank Run or Crushed)	c.y.	T27 LABT	5k	
Grout, Non-shrink	bag	MC	project	
Masonry Brick & Block (Solid)	ea.	FLDT	project	See Note 1
Pipe - Reinforced Concrete	l.f.	PC-1	project	See Note 1
Pipe (Metal & Plastic) All types	lf	MC	project	See Note 1
Pipe Arch - Aluminum	lf	MC	project	See Note 1
Precast Concrete Items (not pipe)	ea.	PC-1	Item type	
Prestressed Concrete Members	ea.	LABT	1	See Note 2 & 3
Reclaimed Misc. Aggregate	c.y.	T27/Chem Analysis	2500	See Note 5
Reclaimed Waste	c.y.	T180 LABT	50k	See Note 5
Sand (Masonry /Trenching & Backfilling)	c.y.	T27 LABT	2500	
Sheet Piling	l.f.	MC	project	See Note 4
Sign Post	ea.	MC	project	See Note 1
Span Pole - Steel or Wood	ea.	MC	project	See Note 3
Steel Reinforcing Bars (Plain or Epoxy)	lb.	T244 MC	200t	
Stone (Broken/Crushed)	c.y.	T27 LABT	20k	
Structural Steel	cw	Shop Drawings	project	Notes 2, 3 & 4
Traffic Signal Equipment	ea.	MC	project	NA

Notes

1	Material should be inspected on the project site prior to use. Suspect material should be physically tested to determine conformance.
2	QC Inspection should be provided and documented during fabrication.
3	Contact the Department of Transportation Division of Materials Testing to determine vendor qualifications and QA inspection availability.
4	Documentation should be provided to determine conformance to Buy America requirements.
5	FORM MAT-212 should be completed and provided by the Contractor prior to use of material.

Test Method/Test Type

LABT	Laboratory Test
FLDT	Test performed in the field
QPL	ConnDOT Qualified Products List (http://www.ct.gov/dot/lib/dot/documents/dresearch/conndot_qpl.pdf)
PC-1	MAT-308 Required from producer with shipment
MC*	Materials Certificate

*Should comply with ConnDOT Standard Specification Section 1.06.07

**ATTACHMENT E:
STATE LISTED SPECIES PROTECTION DATA
FROM CTDEEP**

November 12, 2021

Stephen Braun
Town of Glastonbury
2149 Main St, PO Box 6523
Glastonbury, CT 06033
STEPHEN.BRAUN@GLASTONBURY-CT.GOV

NDDB DETERMINATION NUMBER: 202111426

Project: Road widening and installation of concrete sidewalks; GATEWAY CORPORATE PARK BICYCLE & PEDESTRIAN IMPROVEMENTS - WESTERN BLVD, NATIONAL DR, EASTERN BLVD, GLASTONBURY, CT

Expiration: November 12, 2023

I have reviewed Natural Diversity Database (NDDDB) maps and files regarding this project. According to our records, there are State-listed species (RCSA Sec. 26-306) documented within and adjacent to the area.

- **Eastern box turtle (*Terrapene carolina carolina*) State Special Concern**

In Connecticut, these turtles are found in well-drained forest bottomlands and a matrix of open deciduous forests, early successional habitat, fields, gravel pits, and or powerlines. Turtles are dormant between November 1 and April 1 and hibernate in only a few inches from the surface in forested habitat.

The greatest threat to this species is habitat loss, fragmentation, and degradation due to development. This species is very sensitive to adult mortality because of late maturity (10 years old) and long life span (50-100years). Vehicular traffic, heavy equipment used for farming, and ATV use in natural areas are implicated specifically in adult mortality through collisions. Illegal collection by the pet trade and unknowing public for home pets exacerbates mortality rates and removes important individuals from the population. Predation rates are also unnaturally high because of increased predator populations (e.g. skunks, foxes, raccoons, and crows) that surround developed areas.

- **Smooth green snake (*Glyptemys insculpta*) State Special Concern**

Smooth greensnakes favor moist, open habitats, such as old fields, meadows, pastures, fens, coastal grasslands, and edges of wetlands. Occasionally, this snake may inhabit sparsely forested areas with scattered shrubs and trees, such as mountaintop balds. Rural, undisturbed locations appear to be preferred, but smooth greensnakes have been found in urban and suburban areas as well. Greensnakes can be found basking on rocks, logs, or other debris. Smooth greensnakes are insectivores; they feed on a variety of insects and spiders. Preserving pastures and fields will benefit this species.

Although project area is not preferred habitat, these species may wander into your work area from surrounding suitable habitat. The following protection measures will avoid accidental mortality.

- **Preferably conduct work between November 1- March 31 when these species will be dormant and unlikely to wander into your work area.**

When using heavy equipment during the active season (between April 1- October 31):

For work that is adjacent to developed and maintained turf or roadways only:

- The construction crew be made aware of the species description and possible presence
- The immediate area where heavy equipment will be used should be swept for reptiles before starting work
- Any reptiles found should be moved out of the way, just outside of the work area. These animals are protected by law and should never be taken off site.
- Work conducted during the early morning and evening hours should occur with special care not to harm basking or foraging individuals

For work that is adjacent to suitable natural habitats:

- Exclusionary practices should be used to prevent any turtle access into construction staging areas.
- Exclusionary fencing be at least 20 inches tall and must be secured to and remain in contact with the ground and be regularly maintained (at least bi-weekly and after major weather events) to secure any gaps or openings at ground level that may let animal pass through.
- The immediate area where heavy equipment will be used should be swept for reptiles before starting work
- Any reptiles found should be moved out of the way, just outside of the work area. These animals are protected by law and should never be taken off site.
- In areas where silt fence is used for exclusion, it shall be removed as soon as the area is stable to allow for reptile and amphibian passage to resume.
- No heavy machinery or vehicles may be parked in any turtle habitat.
- Special precautions must be taken to avoid degradation of wetland habitats including any wet meadows and seasonal pools.

Site Design Recommendation:

Female turtles looking for nesting habitat are frequently killed by vehicles when crossing roads. These turtles of reproductive age are the most valuable individuals in the population to maintain population persistence. Highways with high traffic are impenetrable barriers that isolate populations

- High traffic road surfaces and high traffic facilities (>100 vehicle/lane/day, 5-10 cars per hour) should use curbs and fencing to deflect animals off into wildlife underpasses or around high traffic areas.
- Do not use road surfaces and side slopes that will mimic sandy nesting areas for females.

This is determination is valid for two years.

Natural Diversity Database information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Bureau of Natural Resources and cooperating units of DEEP, independent conservation groups, and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the NDDDB should not be substituted for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated in the NDDDB as it becomes available.

Please contact me if you have any questions (shannon.kearney@ct.gov). Thank you for consulting with the Natural Diversity Database and continuing to work with us to protect State-listed species.

Sincerely,

/s/ Shannon B. Kearney
Wildlife Biologist

GATEWAY CORPORATE PARK BICYCLE AND PEDESTRIAN IMPROVEMENTS BID #GL-2023-31
STATE PROJECT L053-0005, PW-1703

**ATTACHMENT F:
CONSTRUCTION PLANS**

UNDER SEPARATE COVER