

TOWN OF GLASTONBURY
ENGINEERING DIVISION
PW-2013



CONTRACT DOCUMENTS

FOR

BELL STREET SIDEWALK IMPROVEMENTS

GIDEON LANE to BELLRIDGE ROAD

and at

#1387 HEBRON AVENUE

BID # GL-2024-10

C.C.G.P. GRANT NUMBER: CC22-0053

STATE PROJECT NO. 0170-3513GR

ADVERTISED ON: SEPTEMBER 20, 2023

BID DUE DATE: OCTOBER 18, 2023



TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2024-10 State Project No. 0170-3513GR	Bell Street Sidewalk Improvements	October 18, 2023 at 11:00 A.M.

The Town of Glastonbury will receive on-line Bids for sidewalk improvements located between Gideon Lane and Bellridge Road and at #1387 Hebron Avenue in Glastonbury, (Bid #GL-2024-10).

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://glastonburyct.bonfirehub.com/>, under the bid title "**GL-2024-10 Bell Street Sidewalk Improvements**". All bids will be publicly opened and read aloud. **No late bids will be accepted.**

Respondents will be required to create a profile before submitting their proposal. Step-by-step instructions on how to register as a vendor are available at this website <https://vendorsupport.gobonfire.com/hc/en-us/articles/6830871161239-Vendor-Registration>

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

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**BELL STREET SIDEWALK IMPROVEMENTS
INFORMATION FOR BIDDERS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

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://glastonburyct.bonfirehub.com/> under the bid title “**GL-2024-10 Bell Street Sidewalk 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://vendorsupport.gobonfire.com/hc/en-us/articles/6830871161239-Vendor-Registration>

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 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 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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INFORMATION FOR BIDDERS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

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 "**Bell Street Sidewalk Improvements Bid# GL-2024-10**".*

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 Community Connectivity Grant Program (CCGP) guidelines local bidder preference is not allowed.

**BELL STREET SIDEWALK IMPROVEMENTS
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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.

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 permits, all permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor.

04.02 A Highway Encroachment Permit issued by Connecticut Department of Transportation District 1 is required for this project. Contractor is responsible for applying and obtaining the permit and is responsible for all costs associated with this permit as well as adherence to all requirements and conditions.

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.

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.

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

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.

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 2023, 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 Project is being funded under the Community Connectivity Grant Program (C.C.G.P.) administered by the State of Connecticut Department of Transportation.

01.04 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 Gravel Borrow is available from the Town of Glastonbury Bulky Waste Facility located on Tryon Street. Hours are limited for this facility and the contractor must provide his own equipment for loading trucks to haul fill from this facility as described in the Special Provision for the Gravel Borrow item. Stumps, brush, and other debris can also be dumped at this facility at no cost to the contractor as described in Section 7.00 of the Special Conditions.

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.
- 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

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 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 \(glastonburyct.gov\)](https://www.glastonburyct.gov)

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

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

HolidaySchedule:

<https://www.glastonburyct.gov/home/showpublisheddocument/40897/638211297693370000>

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 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 substantially completed within ninety (90) 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.

- 11.03 The Town intends to issue a Notice to Proceed immediately such that remaining 2023 construction season may be used for tree clearing and installation of proposed drainage improvements to the extent possible along with associated full depth pavement patches prior to winter shut down and closing of asphalt plants. Winter work outside of the roadway (exclusive of concrete sidewalk installation) will be considered by the Town depending on type of improvement, weather conditions, and proposed schedule. No concrete sidewalk work will be allowed during the winter shut-down period. Additional contract time will be allocated during the 2024 construction season consisting of the remainder of contract time that was not used in 2023.

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 the sum of \$800.00 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 "Bell Street Sidewalk Improvements located between Gideon Lane and Bellridge Road and at #1387 Hebron Avenue", including twenty-two (22) sheets prepared by the Town of Glastonbury Engineering Division.

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 ALLOWABLE HOURS OF OPERATION (WORK PERIOD):

Allowable hours of operation are Monday through Friday, 7:00 AM to 5:00 PM. 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.

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 E of these Specifications.

**BELL STREET SIDEWALK IMPROVEMENTS
 BID PROPOSAL
 STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

TOWN OF GLASTONBURY			
BID / PROPOSAL		GL # 2024-10	
STATE PROJECT NO.		0170-3513GR	
DATE ADVERTISED	9/20/2023	DATE / TIME DUE	10/18/2023 at 11:00 A.M.
NAME OF PROJECT		BELL STREET SIDEWALK 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: _____

**BELL STREET SIDEWALK IMPROVEMENTS
 BID PROPOSAL
 STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

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	0201001A	CLEARING AND GRUBBING	LS	1		
2	0202452A	TEST PIT	EA	2		
3	0202513A	REMOVAL OF CONCRETE SIDEWALK	SY	7		
4	0204151A	HANDLING WATER	LS	1		
5	0207001A	GRAVEL BORROW	CY	250		
6	0219003	SEDIMENTATION CONTROL FILTER FABRIC FENCE SYSTEM	LF	460		
7	0219011A	SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN	EA	5		
8	0406128.20A	BITUMINOUS CONCRETE PATCHING - FULL DEPTH	SY	146		
9	0505001A	STRAIGHT ENDWALL	CY	9		
10	0507241	TYPE "C-L" CATCH BASIN W/O SUMP	EA	1		
11	0586001.1	TYPE "C" CATCH BASIN 0 TO 10' DEEP	EA	3		
12	0586005.1	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II 0 TO 10' DEEP	EA	1		
13	0586703	CONVERT TYPE "C-L" CATCH BASIN TO MANHOLE	EA	1		
14	0601370A	STONE RETAINING WALL	CF	6		
15	0601373A	MODIFY STONE WALL	LS	1		
16	0601445A	EMBANKMENT WALL (SITE NO.1)	LS	1		
17	0601446A	EMBANKMENT WALL (SITE NO.2)	LS	1		
18	0686000.12	12" R.C. PIPE 0 TO 10' DEEP	LF	69		

**BELL STREET SIDEWALK IMPROVEMENTS
 BID PROPOSAL
 STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

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	0686000.15	15" R.C. PIPE 0 TO 10' DEEP	LF	97		
20	0686000.24	24" R.C. PIPE 0 TO 10' DEEP	LF	14		
21	0703012A	MODIFIED RIPRAP	CY	5		
22	0815001	BITUMINOUS CONCRETE LIP CURBING	LF	187		
23	0906217A	THREE RAIL SAFETY FENCE	LF	268		
24	0910023	R-B TERMINAL SECTION	EA	3		
25	0910300	METAL BEAM RAIL (R-B MASH)	LF	153		
26	0911923	R-B END ANCHORAGE-TYPE I	EA	1		
27	0912504	REMOVE TWO-CABLE GUIDE RAIL	LF	110		
28	0921001A	CONCRETE SIDEWALK	SF	14,920		
29	0921005A	CONCRETE SIDEWALK RAMP	SF	220		
30	0921048A	DETECTABLE WARNING SURFACE	SF	64		
31	0922001	BITUMINOUS CONCRETE SIDEWALK	SY	4		
32	0922501A	BITUMINOUS CONCRETE DRIVEWAY	SY	386		
33	0922503A	GRAVEL DRIVEWAY	SY	45		
34	0944000A	FURNISH AND PLACING OF TOPSOIL	SY	3,055		
35	0944106A	EXCAVATION, STOCKPILING, AND RE-USE OF EXISTING TOPSOIL	SY	200		
36	0945060A	PINE BARK MULCH	SY	83		

**BELL STREET SIDEWALK IMPROVEMENTS
 BID PROPOSAL
 STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

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	0950005A	TURF ESTABLISHMENT	SY	300		
38	0950006A	TURF ESTABLISHMENT - HYDROSEEDING	SY	3000		
39	0950029A	TURF ESTABLISHMENT - NEW ENGLAND MIX	SY	72		
40	0950036A	EROSION CONTROL MATTING TYPE E	SY	113		
41	0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	EST	1	\$96,000.00	\$96,000.00
42	0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	HR	160		
43	0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1		
44	0975002	MOBILIZATION AND PROJECT CLOSEOUT	LS	1		
45	0980020	CONSTRUCTION SURVEYING	LS	1		
46	0981100	42" TRAFFIC CONE	EA	25		
47	1131030A	CHANGEABLE MESSAGE SIGN FULL MATRIX (6' WIDE)	DAY	65		
48	1208931A	SIGN FACE - SHEET ALUMINUM (TYPE IX RETROFLECTIVE SHEETING)	SF	110		
49	1210105	EPOXY RESIN PAVEMENT MARKINGS SYMBOLS AND LEGEND	SF	853		
50	1220004A	PROJECT FUNDING SIGN	SF	32		
51	1220013A	CONSTRUCTION SIGNS - BRIGHT FLUORESCENT	SF	117		

**BELL STREET SIDEWALK IMPROVEMENTS
BID PROPOSAL
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

TOTAL BID AMOUNT:

\$ _____
(Numeric)

WRITTEN TOTAL BID AMOUNT: _____

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

**SPECIAL PROVISIONS
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ITEM # 0219011A	SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN.....	17
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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. Gravel Borrow
2. Processed Stone Base
3. Granular Fill (Outlet Protection)
4. Bituminous Concrete Pavement - Driveways
5. Crushed ¾" Stone-Washed-Retaining Wall Drainage
6. Sign Posts
7. Sediment Control System at Catch Basin
8. Sedimentation Control Filter Fabric Fence System
9. Pipe Bedding Material
10. Reinforced Concrete Pipe (12", 15" and 24" RCP)
11. Catch Basin Components
12. Manhole Frame and Cover
13. Modified Riprap
14. Concrete Mix Designs for Sidewalks, Ramps, Endwalls, and Guard Rail End Anchors
15. Expansion Joint Material
16. Smooth Metal Dowel
17. Speed Dowel Sleeves
18. Detectable Warning Tile-Replaceable
19. Concrete Sealer with water/salt guard
20. Embankment Wall Sites 1 and 2 (Design Calculations, Working Drawings, and Specifications)
21. Topsoil
22. Turf Seed Mixture
23. New England Seed Mix for Wetland Areas
24. Metal Beam Rail (R-B 350 Mash)
25. Sign Face Sheet Aluminum
26. Grant Funding Sign and Sign Supports

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.

**BELL STREET SIDEWALK IMPROVEMENTS
SPECIAL PROVISIONS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

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
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CoxCom, Inc.
Ms. Denise Mazzoli,
Project Planner
170 Utopia Road
Manchester, CT 06042
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Eversource Energy - Electric Distribution
Mr. Thomas Woronik
Supervisor - Construction Engineering
22 East High Street
East Hampton, CT 06424
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Lighttower Fiber Networks dba Crown Castle Fiber
Mr. Eric Clark,
Manager Fiber Construction
1781 Highland Avenue, Suite 102
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Metropolitan District Commission-(MDC)
Water Distribution
Mr. Richard Norris
Utility Coordinator/Project Manager
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morris@themdc.com

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

**BELL STREET SIDEWALK IMPROVEMENTS
SPECIAL PROVISIONS
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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

Refuse Disposal and Sanitation Division
2155 Main Street
Glastonbury, CT. 06033

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

ITEM # 0201001A CLEARING AND GRUBBING

Description:

The Contractor shall furnish all labor, materials, tools, and equipment necessary and shall do all work to prepare the site as indicated on the drawings and as herein specified.

Construction Methods:

Tree Removal: Removal of trees as indicated on the plans shall be performed by workman skilled in the area of tree removal under the supervision of a Connecticut Licensed Arborist. The Contractor shall mark all trees, shrubs, and plants to be removed in accordance with the plans and these specifications. The Engineer shall have 7 days to field review the markings and make any adjustments prior to the start of the clearing operation.

Trees and shrubs within the right-of-way or within any property owned by the Town of Glastonbury that are designated for removal must be posted as such by the Glastonbury Tree Warden (Mr. Greg Foran of the Parks and Recreation Department, 652-7686) for a period of 10 days prior to removal. **No trees or shrubs within the Town of Glastonbury right-of-way shall be cut or removed until such posting has been completed and subsequent approval given by the Tree Warden.**

In general, no trees, etc. in public streets and highways are to be cut or damaged in any way except as noted on the plans or described herein. Trees, bushes, and growing crops on other lands may be cut, removed, or trimmed only to the extent provided in the terms of the rights-of-way or access rights possessed by the Town, and also only within the limits and in the manner, if any, indicated by the Engineer or by the drawings or Special Conditions.

Tree Trimming: Trimming of trees with supervision by a Connecticut Licensed Arborist is included under this item as described on the plans and as required for clearance of construction equipment and pedestrians below the tree canopy. When the canopy of a tree must be elevated for clearance above the proposed improvements, trimming shall be done around the entire circumference of the tree unless otherwise directed in the field.

Additional trimming of the tree canopy overhanging the project area shall also be included under this item to remove any deadwood that would fall onto Bell Street or within the area of the proposed sidewalk. Such work shall be included in the contract lump sum price for clearing and grubbing.

Tree Protection and Care of Property: The Contractor shall install high visibility construction fence at the drip line of the tree canopy as directed by the Engineer to protect existing trees that are not to be cut from damage during construction. The Engineer, at his sole discretion, may also direct the Contractor to enclose the trunks of trees adjacent to his work that are not to be cut with substantial wooden boxes of such height as may be necessary to protect them from injury from piled material, from equipment, from his operations, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees not to be cut, and particularly to overhanging branches and limbs.

Branches, limbs, and roots shall not be cut except by permission or at the direction of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable injury to branches, limbs, and trunks of trees, the cut or injured portions shall be neatly trimmed and covered with an application of grafting wax or tree-healing paint, as directed.

Cultivated hedges, shrubs, and plant that might be injured by the Contractor's operations shall be protected by suitable means or shall be dug up and temporarily replanted and maintained. After the construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect

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their growth or diminish their beauty or usefulness, they shall be replaced by items of kind and quality at least equal to the kind and quality existing at the start of the work at the Contractor's expense.

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.

Grubbing and removal of heavy root growth on property of 434 Bell Street shall be completed using stump grinding or other approved methods within the full limits shown on the plans.

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

Mailboxes: Mailboxes identified on the plans are to be carefully removed and relocated per plan details, U.S Postal Service standards or as directed by the Engineer. Existing landscaping and/or plantings surrounding the mailbox shall be removed and reset identically in the new location or as directed by the homeowner. Any damage from removal, storage, and resetting of the existing mailbox(s), plantings or landscaping is the responsibility of the Contractor for replacement at no cost to the Town of Glastonbury.

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, removal of roots on property of 434 Bell Street as shown on the plans, tree trimming and removal of dead wood under the supervision of a licensed arborist, stump grinding, removal and disposal of trees, roots, stumps, brush, and other objects, leveling of areas to

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accommodate the work, removal and relocation of existing mailbox(s) and associated landscaping, including all labor, materials, tools, and equipment necessary thereto.

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0201001A	CLEARING AND GRUBBING	L.S.

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ITEM # 0202000A EARTH EXCAVATION

Description:

This item shall conform to Section 2.02 ROADWAY EXCAVATION, FORMATION OF EMBANKMENT AND DISPOSAL OF SURPLUS MATERIAL, of the Form 818 amended as follows:

Suitable excavated material from within the job site shall be used to form embankment for the proposed sidewalk where required, as described in 2.02.03. In the absence of suitable onsite material, gravel borrow may be utilized as approved by the Engineer.

Section 2.02.05 Basis of Payment shall be amended as follows:

All earth excavation required for completion of the project work is included under the various contract items as further described below and will not be measured for payment.

Gravel Borrow shall be measured and paid for under Item # 207001A Gravel Borrow.

Removal and Disposal of existing Concrete Sidewalks shall be measured for payment under Item # 202513A Removal of Concrete Sidewalk.

Removal and disposal of existing bituminous concrete will not be measured for payment but rather included in the unit cost of the item associated therewith. Other earth excavation necessary for the installation of concrete sidewalks, concrete sidewalk ramps and bituminous concrete driveway construction as shown on the plans will not be measured for payment, but rather included in the unit cost for concrete sidewalks, concrete sidewalk ramps or bituminous concrete driveway construction as described elsewhere in these specifications.

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ITEM # 0202452A TEST PIT

Description:

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

Materials:

Compacted Granular Fill: Shall conform to Article M.02.02

Bituminous Concrete Materials: Shall conform to Article M.04

Construction Methods:

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

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

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

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

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

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

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

Method of Measurement:

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

Basis of Payment:

Payment for "TEST PIT" shall be made at the contract unit price per each "TEST PIT", which price shall include the excavation of all materials as required. Included in the unit price bid for Test Pit will be excavation, saw

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cutting, sheeting, shoring, dewatering, backfill, compacting, bituminous concrete patching, and all other materials, equipment, tools, labor and work incidental to or necessary for the completion of this work.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0202452A	TEST PIT	EA.

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ITEM # 0202513A REMOVAL OF CONCRETE SIDEWALK

Description:

This item shall conform to Section 2.02 ROADWAY EXCAVATION, FORMATION OF EMBANKMENT AND DISPOSAL OF SURPLUS MATERIAL, of the Form 818 amended as follows:

Construction Methods:

Contractor is required to saw cut, remove and dispose of the existing concrete sidewalk and concrete sidewalk ramp at the locations depicted on the plan or as directed by the Engineer.

Contractor is required to excavate and dispose of all unsuitable material to a 6" depth below the existing concrete sidewalk or sidewalk ramp grade.

All disturbed areas shall be backfilled with topsoil to match the existing grades of the adjacent undisturbed areas and turf establishment in locations where new sidewalk or sidewalk ramps will not be constructed.

Method of Measurement:

Removal of concrete sidewalk shall be measured for payment by the accepted number of square yards of "Removal of Concrete Sidewalk".

There will be no direct measurement for payment of excavation, disposal of materials and saw cutting.

Furnishing and Placing of Topsoil and Turf Establishment shall be measured for payment separately under Item # 0944000A – Furnish and Placing Topsoil and Item # 0950005A – Turf Establishment contained within these specifications.

Basis of Payment:

Removal and disposal of existing concrete sidewalk shall be paid for at the contract unit price per square yard for the item "Removal of Concrete Sidewalk" as listed in the Bid Proposal. The unit price shall include excavation, disposal of materials, saw cutting, all materials, equipment, tools and labor incidental thereto.

Furnishing and Placing of Topsoil and Turf Establishment shall be paid for separately under Item # 0944000A – Furnish and Placing Topsoil and Item # 0950005A – Turf Establishment contained within these specifications.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0202513A	REMOVAL OF CONCRETE SIDEWALK	S.Y.

ITEM # 0204151A HANDLING WATER

Description:

Work under this item shall consist of the construction of such temporary cofferdams, piping, flow diversions, barriers or other such protective facilities and methods as are necessary for redirecting, conducting, or controlling stream flow as may be necessary to perform all work within the vicinity of stream or wetland areas, the dewatering of the site on which the permanent work is to be constructed, and the removal of all such temporary structures and facilities upon the completion of the permanent work or as required.

The handling of water shall be in accordance with the requirements of Section 1.10 of the Form 818. For the purposes of this specification, such work shall be understood to mean any temporary type of protective facility which the Contractor elects to build or use to satisfy, and which does satisfy, the condition that the permanent structures be placed and built in the dry. The handling of flood flows and the protection of existing structures and any or all of the finished construction during high water, and protection of the stream from sedimentation are included in the scope of the work under this term.

Construction Methods:

The Contractor shall investigate and verify existing stream conditions, and evaluate the need for, and the type of protection and facilities required. All facilities shall be in accordance with the local Inland Wetlands Permit and any other applicable permits. Before commencing construction, the Contractor shall furnish the Engineer with details of the plan and the methods he proposes to use for handling water and accomplishing the work. The furnishing of such plans and methods shall not relieve the Contractor of any of his responsibility for the safety of the work, effectiveness of the temporary protective structures and temporary dewatering facilities, and for the successful completion of the project.

The Contractor shall be aware that the approximate drainage basin area for the culvert located at Station 9+36 is 5.08 acres. The Contractor shall monitor the weather forecast and plan his work accordingly.

The height of any cofferdams, flow diversions and barriers shall be as shown on the plans or as elected by the Contractor to provide reasonable protection from flooding. The temporary cofferdams, if utilized, should be constructed in such a manner that they can easily be removed to allow for unimpeded stream flow, before any predicted major storm event, when it is anticipated that the resulting stream flow would exceed the capacity of pumps. All such temporary structures or facilities shall be safely designed, extended to sufficient depth and be of such dimensions and water-tightness so as to assure construction of the permanent work in the dry. However, if the stream flow during a storm event is unable to be conveyed by temporary systems before the permanent work is complete or as directed by the Engineer, the stream flow shall be allowed to pass through the work area. Work areas shall be sufficiently lined, cleaned, and sealed to protect against sedimentation of the stream, erosion, and damage to the permanent work. Water handling appurtenances shall not interfere with proper performance of the work. Their construction shall be such as to allow excavation for the permanent work to the limits shown on the plans. Interior dimensions shall give sufficient clearance for construction and inspection forms.

Movements or failures of the temporary protection facilities, or any portions thereof, which prevents proper completion of the permanent work shall be corrected at the sole expense of the Contractor.

Any pumping from within the areas of construction shall be done in such a manner as to prevent the possibility of movement of water through any fresh concrete. No pumping will be permitted during the placing of concrete or for a period of 24 hours thereafter, unless it be done from a suitable sump properly located and with sufficient pumping capacity to protect against damage from sudden rising of water. Any pumped water must be discharged in accordance with the requirements of Section 1.10. Temporary facilities required for treatment of water in accordance with Section 1.10, including dewatering basins or sediment basins, shall be included in the contract unit price for handling water.

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Unless otherwise provided, or directed, all such temporary protective work shall be removed and disposed of in an approved manner when no longer required.

The Contractor shall be responsible for the scheduling of work under this item so as not to interfere with any sequence of operations developed for this project. Delays as a result of work required under this item shall not constitute a claim for an extension of contract time.

Method of Measurement:

This item, being paid on a lump sum basis, will not be measured for payment.

Basis of Payment:

Payment for this item will be made at the contract lump sum price for "Handling Water", complete and accepted, which price shall include all tools, material, equipment, labor and work incidental to the construction; reconstruction; if required; dewatering, including pumping, handling stream flow during construction; the removal and disposal of all protective works or facilities; treatment and disposal of water removed from the construction in accordance with Section 1.10; damages incurred by the Contractor; and any damages to existing facilities and to the work in progress, damage to the stream environment and wildlife habitat, and damage to public or private property, materials or equipment from flows or high stages of the stream.

If no separate pay item is included, payment shall also include de-watering of the various work areas during construction operations as necessary for the disposal of water pumped or otherwise removed from the various construction areas and release of this water into wetland areas including pumping and any related environmental controls used in de-watering or handling water operations. If no separate pay item is provided, this item shall also include the construction, installation, and maintenance of temporary sedimentation basins or devices to be used for treatment and discharge of pumped water, as well as adequate discharge areas for these basins or devices.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0204151A	HANDLING WATER	L.S.

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ITEM # 0207001A GRAVEL BORROW

Description:

This work shall include loading, trucking, placement, and compaction of gravel borrow supplied by the Town of Glastonbury at the Town of Glastonbury Bulky Waste Facility Gravel Pit, for use in the formation of the drainage outfall embankment to match the proposed subgrade elevation. The Gravel Borrow will be supplied to the contractor at no cost.

Material:

Gravel Borrow for use in the formation of embankments to support the proposed sidewalk shall be utilized from the Town of Glastonbury Bulky Waste Facility Gravel Pit located at 1145 Tryon Street during the hours of operation.

Construction Methods:

Contractor is responsible for contacting the Town of Glastonbury Superintendent of Sanitation prior to obtaining Gravel Borrow from the Bulky Waste Facility to arrange for a material removal account to be established for tracking of quantities weighed. A schedule of anticipated excavation and hauling operations will need to be reviewed and approved by the Superintendent.

Contractor is responsible for providing a loader and operator at the Bulky Waste Facility Gravel Pit utilized for excavation, loading and trucking of the Gravel Borrow to the project site.

Contractor is responsible for providing all trucks and drivers utilized for transportation of the Gravel Borrow to the project site.

Contractor is responsible for weighing all trucks entering and exiting the Bulky Waste Facility. A copy of the weight ticket from the scale must be provided to Town inspection personnel accordingly to quantify material delivered daily by the Contractor.

Gravel Borrow will be required for the drainage outfall area as backfill to form an embankment as shown on the plans. This material will also be required when unsuitable subsoils are encountered and removal of this material is ordered by the Engineer as described in the Special Provision for Earth Excavation. In these areas, the Contractor shall be responsible for loading, trucking, placement, and compaction of sufficient gravel borrow to fulfill these requirements.

Formation of embankment shall also be completed by the Contractor under this pay item as described in the Special provision for Earth Excavation and Article 2.02.03-Placement of Embankment Material of the Form 818, and meet the proposed subgrade elevations described on the plans or directed by the Engineer.

Method of Measurement:

The work for this item will be measured for payment by actual quantities delivered to the project site derived from truck weight tickets obtained from the Bulky Waste Facility scale and submitted to Town inspection personnel.

Basis of Payment:

Borrow shall be paid for at the Contract price per cubic yard for "Gravel Borrow", complete and in place. The Gravel Borrow will be supplied to the contractor at no cost. This contract price shall be for the work required for loading, trucking, placement, compaction, formation of embankment, and all labor, tools, equipment, and materials incidental thereto.

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<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0207001A	GRAVEL BORROW	C.Y.

ITEM # 0219011A SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN

Description:

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

Materials:

Sediment control system at catch basin 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 system at catch basin shall be manufactured from a specially designed woven polypropylene geotextile and sewn using high strength nylon thread. The sediment control system at catch basin shall be manufactured to fit the opening of the catch basin or drop inlet to be protected. Sediment control system at catch basin 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 system from the basin; sediment control system 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 system should be emptied, cleaned and placed back into the basin.

Construction Methods:

To install the sediment control system 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 system at catch basin is full and should be emptied.

To remove the sediment control system, 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 system at catch basin is reusable. Once the construction cycle is complete, the sedimentation control sack shall be removed from the basin and cleaned.

Method of Measurement:

The work under this item will be measured for payment by each Sedimentation Control System at Catch Basin approved and accepted by the Engineer. Maintenance required for this item will not be measured for payment, but its cost shall be included in the bid price for Sedimentation Control System at Catch Basin.

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Basis of Payment:

The work under this item 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	SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN	EA.

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.

Materials:

All materials for Bituminous Concrete Patching shall be as per Section M.04 of Form 818.

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 12-inch depth of gravel subbase material shall be installed in two 6-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 4-inch thick lift of HMA 1.0" bituminous base course of shall be placed and compacted. Two 1.5-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.

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.

ITEM # 0505001A STRAIGHT ENDWALL

Description:

This work shall include furnishing and installing a straight concrete endwall to the dimensions and details shown on the Plans.

Materials:

Concrete shall be Class PCC04460 in accordance with the requirements of M.03 for cast-in-place endwalls, or Class PRC04060 in accordance with the requirements of M.14 for precast endwalls.

Reinforcing steel shall meet the requirements of M.06.01.

Grout shall be in accordance with M.03.05.

Pervious Structure Backfill shall meet the requirements of M.02.05.

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.

Construction Methods:

Submittals: The Contractor shall provide fabricator certification with each precast endwall, in accordance with M.08.02-4 "Certification of Precast Concrete Products."

(1) Drainage Trench Excavation: Drainage trench excavation and backfilling for endwalls shall be performed in accordance with 2.86.03 and the requirements of the plans. The Contractor shall furnish and employ such shores, braces, pumps, or ancillary equipment as needed for the proper protection of property, proper completion of the work, as well as safety of the public and employees of both the Contractor and the Town. All bracing and shoring shall be removed when no longer required for the construction or safety of the work. When required, the Contractor shall provide or have on the Site at all times any OSHA certification for equipment to be used, per 1.07.07. For support of trenches greater than 10 feet in depth, working drawings shall be submitted, in accordance with 1.05.02. The Contractor shall control erosion and sedimentation at trench locations and ensure that pumped water from the drainage excavation is discharged in accordance with the requirements of 1.10.

(2) Rock in Drainage Trench Excavation: When rock, as defined in 2.86.01-2, is encountered, work shall be performed in accordance with 2.86.03 and the requirements of the plans

Subgrade: The subgrade shall be uniformly compacted true to line and grade for installation of the endwall. If the subgrade is poor as determined by the Engineer, the endwall shall be placed on a 12-inch layer of Processed Stone Base, compacted in lifts.

Endwall: Each endwall shall be constructed in the location and to the dimensions and details shown on the plans or as ordered by the Engineer. It shall be neatly and accurately finished, true to the lines and grades shown on the Plans. Pipes shall extend to the exposed face of the endwall, and the end shall be finished with grout. The ends of pipe culverts shall be flush with the endwall as approved by the Engineer. Pervious Structure Backfill shall be installed as specified in 2.16.03 to the limits as shown on the Plans.

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Method of Measurement:

This work will be measured for payment by the volume in cubic yards of concrete of all completed and accepted endwalls.

Basis of Payment:

This item will be paid for at the Contract unit price per cubic yard for Straight Endwall” which shall include furnishing all materials, tools, equipment and labor necessary for the completion of the work. The price shall also include reinforcing steel, excavation, shoring, bracing, dewatering, formation of subgrade, processed stone base, pervious structure backfill, and grout.

Drainage Trench Excavation for the installation of endwalls will not be paid separately but shall be included in the Contract unit price for the respective in accordance with the provisions of 2.86.05.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0505001A	STRAIGHT ENDWALL	C.Y.

ITEM # 0601370A STONE RETAINING WALL

Description:

This work shall include the construction of a dry laid stone wall utilizing remaining fieldstone from Item #0601373A- Modify Stone Wall located at #285 Bell Street to the lines and grades shown on the plan or as directed by the Engineer. The work shall include the excavation, furnish and installing process stone base, construction of the stone wall with remaining fieldstones and/or supplemental fieldstones to match existing wall, and related materials required for the construction and backfill to the lines, and grades shown on the plan or as directed 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.

Construction Methods:

This work shall be performed by skilled masons with a minimum of four years' experience constructing masonry field stone walls.

The stone wall end shall be constructed to accommodate the new sidewalk and to match the existing pattern, size, and shape exactly.

Contractor is required to utilized all remaining fieldstone from Item #0601373A- Modify Stone Wall or furnish supplemental fieldstone.

A 6 inch processed stone base shall be placed on the approved subgrade, and shall extend 6 inches beyond the area of the reconstructed stone wall. The 6 inches processed stone base shall be evenly graded, compacted with a mechanical tamper over the entire area to provide a uniformly even surface.

The stone wall shall be constructed on the compacted processed stone base utilizing remaining fieldstones or supplemented fieldstones furnished by the Contractor.

All excess materials and unusable cobbles from the existing stone wall that has not been reused for reconstruction, shall be neatly stacked and palletized by the Contractor in a location coordinated with the homeowner.

Method of Measurement:

Stone Retaining Wall will be measured by the accepted number of cubic feet complete in place.

Basis of Payment:

"Stone Retaining Wall" will be paid for at the cubic foot price, complete in place, which price shall include all required excavation and disposal of surplus material, processed stone base, compaction, construction of the stone wall utilizing remaining fieldstones, furnishing supplemental fieldstone, backfill, equipment, tools, materials and labor incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0601370A	STONE RETAINING WALL	C.F.

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ITEM # 0601373A MODIFY STONE WALL

Description:

This work shall include the removal of a portion of an existing dry laid stone wall to facilitate the installation of the proposed sidewalk located along the edges of the gravel driveway at #285 Bell Street in three (3) locations to the lines and grades shown on the plans and details or as directed by the Engineer. The work shall include the excavation, removal of a portion of the existing stone wall, reconstruction of the end wall to match existing wall, and related materials required for the construction and backfill to the lines, and grades shown on the plan or as directed 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.

Construction Methods:

This work shall be performed by skilled masons with a minimum of four years' experience constructing masonry field stone walls.

Caution shall be taken in removing the existing portion of stone wall so as to avoid breakage for reuse under Item #0601370A- Stone Retaining Wall. Foreign or extraneous matter shall be removed from the stone. This operation must be performed such that the integrity of the stone is maintained.

The stone wall end shall be reconstructed to accommodate the new sidewalk and to match the existing pattern, size, and shape exactly.

A 6 inch processed stone base shall be placed on the approved subgrade, and shall extend 6 inches beyond the area of the reconstructed stone wall. The 6 inches processed stone base shall be evenly graded, compacted with a mechanical tamper over the entire area to provide a uniformly even surface.

The stone wall shall be constructed on the compacted processed stone base.

All excess materials and unusable cobbles from the existing stone wall that has not been reused for reconstruction, shall be neatly stacked by the Contractor in a location coordinated with the homeowner.

Method of Measurement:

Modify Stone Wall will not be measured for payment.

Basis of Payment:

"Modify Stone Wall" will be paid for at the lump sum price, complete in place, which price shall include removal and reconstruction of the existing stone wall, all required excavation and disposal of surplus material, processed stone base, compaction, backfill, equipment, tools, materials and labor incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0601373A	MODIFY STONE WALL	L.S.

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**ITEM # 0601445A EMBANKMENT WALL (SITE NO. 1)
ITEM # 0601446A EMBANKMENT WALL (SITE NO. 2)**

Description:

This item will consist of designing, furnishing and constructing an embankment retaining wall and an embankment wall with integrated stairs in the location, grades, and to the dimensions and details shown on the contract drawings, and in accordance with these specifications.

Retaining Wall Selection: The Contractor shall furnish and install a **Versa-Lok Mosaic** embankment retaining walls, weathered finish with both gray and tan color tones from the selected supplier shown below or an approved equal.

VERSA-LOK Retaining Wall
VERSA-LOK of New England
P.O. Box 6002
Nashua, NH 03063
(603) 883-3042

Design:

Design Computations: It is the Contractor's responsibility for the collection of geotechnical data of the soil in the area of the embankment wall to support the design calculations, design, detailing and additional construction specifications required to construct the wall. The actual designer of the retaining wall shall be a qualified Professional Engineer licensed in the State of Connecticut.

Designer's Liability Insurance: The Designer shall secure and maintain at no direct cost to the Town, a Professional Liability Insurance Policy for errors and omissions in the minimum amount of Five Hundred Thousand Dollars (\$500,000). The designer may, at his election, obtain a policy containing a maximum One Hundred Twenty Five Thousand Dollars (\$125,000) deductible clause, but if he should obtain a policy containing such a clause, the designer shall be liable to the extent of the deductible amount. The Designer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Designer. The Designer shall continue this liability insurance coverage for a period of three years from the date of the acceptance of the work by the agency head as evidenced by a certificate of acceptance issued to the contractor or for three years after the termination of the contract, whichever is earlier, subject to the continued commercial availability of such insurance.

The designer shall supply the certificate of this insurance to the Engineer prior to the start of construction of the wall. The designer's insurance company shall be licensed in the State of Connecticut.

Preliminary Submissions: Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but not be limited to the following:

a. Detailed Plans:

Plan sheets shall be approximately 24" x 36"

Stamped by a licensed Professional Engineer (Connecticut).

Full plan view of the wall drawn to scale. The plan view must reflect the horizontal alignment and offset from the horizontal control line to the face of the wall. Beginning and ending stations, all utilities, signs, lights, etc. that affect the construction along with all property lines and easement lines adjacent to the wall shall be shown.

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Full elevation view of the wall drawn to scale. Elevation views should indicate the elevation at the top and bottom of walls, horizontal and vertical break points, and the location of finished grade.

Typical cross sections drawn to scale including all appurtenances. Detailed cross section should be provided at significant reinforcement transitions such as wall ends.

Details of all wall components and their connections such as the length, size and type of soil reinforcement and where any changes occur; facing details; connections; etc.

Certified test reports indicating the connection strength versus normal load relationship for the block-soil reinforcement connection to be used.

Drainage details for embankment backfill including attachment to outlets shown on contract drawings.

Details of any roadway drainage pipe projecting through the wall, or any attachments to the wall. Details of the treatment of drainage swales or ditches shown on the contract drawings.

Design parameters used along with AASHTO references.

Material designations for all materials to be used.

Detailed construction methods including a quality control plan. Construction quality control plans should include monitoring and testing frequencies (e.g, for setting batter and maintaining horizontal and vertical control). Construction restraints should also be listed in the details. Specific requirements for construction around obstructions should be included.

Details of installation of protective fencing where required.

Details of Architectural Treatment where required.

Details of Temporary Earth Retaining System(s) where required.

Details of wall treatment where the wall abuts other structures.

Treatment at underground utilities where required.

b. Design Computations:

Stamped by a licensed Professional Engineer (Connecticut).

Computations shall clearly refer to the applicable AASHTO provisions as stated in the Notes on the Contract Drawings.

Documentation of computer programs including all design parameters.

c. Construction Specifications:

Construction methods specific to the proprietary retaining wall chosen. These specifications should include construction limitations including vertical clearance, right-of-way limits, etc. Submittal requirements for materials such as certification, quality, and acceptance/rejection criteria should be included. Details on connection of modular units and connection of reinforcements such that assurance of uniform stress transfer should be included.

Any requirements not stated herein.

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The submissions for proprietary retaining walls shall be treated as working drawings according to Section 1.05 amended as follows:

- a. One PDF copy of each submission shall be supplied to the Town
- b. The Contractor shall allow 21 days for the review of each submission. If subsequent submissions are required as a result of the review process, 21 days shall be allowed for review of these submissions. No extensions in contract time will be allowed for the review of these submissions.

Final Submissions: Once a proprietary retaining wall design has been reviewed and accepted by the Engineer, the Contractor shall submit the final plans. The final submission shall include one set of full size (approximately 24" x 36") mylar sheets and one signed PDF copy.

The final submission shall be made within 14 days of acceptance by the Engineer. No work shall be performed on the retaining wall until the final submission has been received by the Town

Acceptance of the final design shall not relieve the Contractor of his responsibility under the contract for the successful completion of the work.

The actual designer of the proprietary retaining wall is responsible for the review of any shop drawings prepared for the fabrication of the wall. One set of full size copies of all approved shop drawings shall be submitted to the Town's permanent records.

General Design Requirements:

- a. All designs for proprietary walls and temporary earth retaining systems shall conform to the latest edition of the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges and later interims published except as noted otherwise herein:
- b. The wall design shall follow the general dimensions of the wall envelope shown in the contract plans.
- c. The top of the concrete leveling pad shall be located at or below the theoretical leveling pad elevation. The minimum wall embedment shall be two feet as measured to the top of the leveling pad or as shown on the plans.
- d. If footing steps are required, they shall be kept below the minimum embedment depth. Footing steps in addition to those shown on the plans will be permitted at no additional cost to the Town.
- e. The wall shall be designed to be within all property lines and easement lines shown on the contract drawings. If additional work areas are necessary for the construction of the proprietary retaining wall, the Contractor shall be responsible for obtaining the rights from the affected property owners. Copies of these rights shall be forwarded to the Engineer.
- f. The top of the wall shall be at or above the top of the wall elevations shown on the plans. The top of the wall may be level or stepped to meet the top of the wall line noted. The maximum exposed vertical elevation from the finished grade in front of the wall to the top of the wall shall be less than four feet.
- g. Cast-in-place concrete will not be an acceptable replacement for areas noted by the wall envelope, except for minor grouting of pipe penetrations.
- h. The mechanical wall height for the purposes of design calculations shall be from the top of the leveling pad to the top of the potential failure surface where the failure surface intercepts the ground surface.

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- i. The minimum length of internal soil reinforcement shall be as specified in AASHTO 5.8.1, except for the minimum eight (8.0') foot length requirement.
- i. If there are specific surcharges acting on the wall, they shall also be accounted for. The minimum equivalent fluid pressure used to design the wall shall be 33 lbs./ft² per linear foot of wall.
- j. The maximum allowable bearing capacity of the soil shall be assumed to be 4 ksf unless otherwise shown on the plans. If additional soils information is required by the designer, it must be obtained by the Contractor and will not be reimbursed by the Town.
- k. For limit state allowable stress computations of extensible reinforcements, the combined factor of safety for construction damage and environmental/aging effects shall not be less than 1.75.

Materials:

Materials shall conform to the following requirements and those not listed below shall be as prescribed within the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, including supplemental specifications and applicable special provisions.

Facing Block: The facing block can be precast or drycast concrete and shall be the style, texture, and color specified below. The block shall meet the following requirements:

Style: VERSA-LOK Mosaic or Approved Equal

Texture: Weathered

Color: Two tone gray and tan

Contractor shall provide three representative samples of the facing block units for style and color selection by the Town.

Drycast Concrete:

The minimum compressive strength of the block shall be 4000 psi measured at 28 days.

The maximum water absorption shall be less than five percent.

The Contractor shall submit to the Engineer a certified test report confirming the compressive strength and water absorption conform to the requirements of ASTM C-140.

Precast Concrete: Shall conform to the requirements of Section M.03 and as follows:

The minimum compressive strength of the block shall be 4000 psi measured at 28 days.

All precast concrete components shall be air-entrained composed of portland cement, fine and coarse aggregates, admixtures and water. The air-entraining feature may be obtained by the use of either air-entraining portland cement or an approved air-entraining admixture. The entrained-air content shall be not less than four percent or more than seven percent.

Geosynthetic Soil Reinforcement: The minimum strength of the geosynthetic soil reinforcement shall be based on experimental data. The Contractor shall submit to the Engineer a certified test report confirming the strength of the material when tested according to the methods specified in ASTM D5262 and extrapolated according to ASTM D2837 as outlined in AASHTO Article 5.8.7.2.

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Metallic Soil Reinforcement: All soil reinforcement and structural connectors shall be hot dipped galvanized according to the requirements of ASTM A123 (AASHTO M-111). The minimum thickness of the galvanizing shall be based on the service life requirements in the AASHTO Specifications.

Steel strip reinforcement shall be hot rolled to the required shape and dimensions. The steel shall conform to AASHTO M223 (ASTM A572) Grade 65 unless otherwise specified.

Welded wire fabric reinforcement shall be shop fabricated from cold-drawn wire of the sizes and spacings shown on the plans. The wire shall conform to the requirements of ASTM A82, fabricated fabric shall conform to the requirements of ASTM A185.

Metal Connectors: All metal hardware shall be hot dipped galvanized according to the requirements of ASTM A123 (AASHTO M-111). The minimum thickness of the galvanizing shall be based on the service life requirements in the AASHTO Specifications.

Backfill Material: The material for backfill shall be Pervious Structure Backfill conforming to the requirements of Articles M.02.05 and M.02.06.

Drainage aggregate: Drainage aggregate for backfill behind the wall shall consist of a clean, washed $\frac{3}{4}$ " No. 6 Coarse Aggregate Stone conforming to Section M01.02-Coarse Aggregates- Table M.01.02-2-Gradation of Standard Sizes of Coarse Aggregate of the Form 818.

Underdrain: Underdrain shall be 4" Schedule 40 Perforated and Solid PVC pipe.

Construction Adhesive: Construction Adhesive required for installation of the Retaining Wall Caps and Stair Treads must meet the recommended product requirements outlined within the manufactures specifications.

$\frac{3}{4}$ " Washed Landscape Stone: $\frac{3}{4}$ " Washed Landscape Stone shall be of an earth tone color closely matching the color of the proposed embankment wall stones.

Facing Sealer: The face of all exposed drycast block shall be coated with clear Penetrating Sealer Protective Compound conforming to the requirements of Article M.03.01-11.

Construction Methods:

All construction methods for items not listed below shall be in accordance with the detailed requirements prescribed for the construction of the several contract items entering into the completed structure as specified in the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction.

Installation: The foundation for the structure shall be graded level for a width equal to or exceeding the length of the soil reinforcements, or as shown on the plans. If rock is encountered in the excavation, it shall be removed to provide a level area equal to or exceeding the length of the soil reinforcements, but not greater than the pay limits shown on the plans.

Prior to wall construction, the foundation, if not in rock, shall be compacted as directed by the Engineer. Any foundation soils found to be unsuitable shall be removed and replaced.

At each foundation level, an unreinforced concrete leveling pad shall be provided as shown on the plans. The leveling pad shall have nominal dimensions of 6 inch thickness and 24 inch width, and shall be cast using minimum 2,000 psi 28-day compressive strength concrete. The leveling pad shall be cast to the design elevations as shown on the plans. Allowable elevation tolerances are +0.01 foot (1/8 inch), and -0.02 foot (1/4 inch), from the design elevation.

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The materials for the wall shall be handled carefully and installed in accordance with manufacturer's recommendations and specifications. Special care shall be taken in setting the bottom course of blocks to true line and grade.

All blocks above the first course shall interlock with the lower courses by means of connecting pins. Vertical joints shall be staggered with each successive course as shown on the working drawings. Vertical tolerances and horizontal alignment tolerances measured from the face line shown on the plans shall not exceed $\frac{1}{2}$ inch when measured along a 8-foot straightedge. The overall tolerance of the wall from top to bottom shall not exceed $\frac{1}{2}$ inch per eight feet of wall height or one inch total, whichever is the lesser, measured from the face line shown on the plans. A bond breaker shall be placed between the blocks and any adjacent cast-in-place concrete.

Contractor is required to furnish and install embankment wall drainage piping providing an outlet to the nearest storm drainage structure where feasible. If it is unfeasible to provide a connection, the embankment wall design should include provisions for daylighting drainage through the embankment wall.

Backfilling: Backfill placement shall closely follow erection of each course of panels. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials or misalignment of the facing panels. Any wall materials which become damaged or disturbed during backfill placement shall be either removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. Any backfill material placed within the reinforced soil mass which does not meet the requirements of this specification shall be corrected or removed and replaced at the Contractor's expense.

Backfill shall be compacted to 95 percent of the maximum density as determined by AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T-99, Method C or D (with oversize correction, as outlined in Note 7).

If 30 percent or more of the backfill material is greater than 19 mm in size, AASHTO T-99 is not applicable. For such a material, the acceptance criterion for control of compaction shall be either a minimum of 70 percent of the relative density of the material as determined by a method specification provided by the wall supplier, based on a test compaction section, which defines the type of equipment, lift thickness, number of passes of the specified equipment, and placement moisture content.

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

Compaction within three feet of the back face of the panels shall be achieved by at least three passes of a lightweight mechanical tamper, roller or vibratory system. The specified lift thickness shall be adjusted as warranted by the type of compaction equipment actually used. Care shall be exercised in the compaction process to avoid misalignment of the panels or damage to the attachment devices. Heavy compaction equipment shall not be used to compact backfill within three feet of the wall face.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to direct runoff of rainwater away from the wall face. The Contractor shall control and divert runoff at the ends

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of the wall such that erosion or washout of the wall section does not occur. In addition, the Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

Face Sealer: After the wall has been erected, the entire exposed face of the wall shall be coated with Penetrating Sealer Protective Compound. The application of the sealer shall conform to the requirements Article 8.18.03.

Several samples of the dry cast block shall be sealed prior to sealing the actual wall to ensure that the sealer will not discolor the block. If the sealer does discolor the block, the Contractor shall change to another approved supplier of sealer.

Method of Measurement:

This work will be paid for on a lump sum basis and will not be measured for payment.

Basis of Payment:

This work will be paid for at the contract lump sum for "EMBANKMENT WALL (SITE NO.1) and EMBANKMENT WALL (SITE NO. 2)", complete in place, which price shall include all work shown within the pay limits shown on the plans for the embankment wall including but not limited to the following:

Design, detailing, and specifications for the wall.

Excavation for the wall including all temporary bracing, shoring, and dewatering as required.

Design and Construction of temporary earth retaining systems for the support of the slope during construction.

Construction of the Embankment Wall, including the unreinforced concrete leveling pad.

The furnishing, placing and compacting of pervious structure backfill within the maximum payment lines.

The furnishing and placing of backfill drainage systems for the wall.

Furnishing, installing, and connecting embankment wall drainage system pipes to daylight or existing drainage system.

Any other work and materials shown on the plans for the construction of the wall.

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

If bedrock or large boulders (greater than one cubic yard) are encountered in the excavation, the payment for its removal will be made as extra work

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0601445A	EMBANKMENT WALL (SITE NO. 1)	L.S.
0601446A	EMBANKMENT WALL (SITE NO. 2)	L.S.

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ITEM # 0703012A MODIFIED RIPRAP

Description:

This item shall conform to Section 7.03 RIPRAP, of the Form 818, amended as follows:

Construction Methods:

Excavation and backfill for these items shall be according to the special provisions for "EARTH EXCAVATION", included elsewhere in these specifications.

Method of Measurement:

The quantity of riprap measured for payment shall be the number of cubic yards of riprap apron, splash pad, or scour hole whose length and width are measured in place as accepted and thickness as shown on the plans.

There will be no direct measurement for earth excavation, dewatering, granular fill, geotextile, backfilling or consolidation in the installation of the riprap.

Geotextile, where required at the direction of the Engineer, will be measured for payment under this item.

Basis of Payment:

This work will be paid for at the contract unit price per cubic yard as listed in the Bid Proposal for the type of riprap indicated, complete in place, including all materials, excavation, dewatering, granular fill, geotextile, backfill, equipment, tools, and labor incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0703012A	MODIFIED RIPRAP	C.Y.

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ITEM # 0906217A THREE RAIL SAFETY FENCE

Description:

The work under this item shall consist of furnishing and installing a 48-inch tall fence consisting of 6" x 6" pressure treated posts with three 2" x 6" pressure treated rails installed six (6) inches from the edge of the proposed multi-use trail as shown on the plans and details or as directed by the Engineer. Contractor shall submit shop drawings with details of materials, layout, fabrication and attachment for review and approval by the Engineer.

Materials:

WOOD TREATMENT: Shall comply with American Wood Preservers Association (AWPA) standards for category UC4B- Ground Contact (Heavy Duty). The treating plant shall imprint legible symbols in the end of all timber treated, indicating the name of the treating company and the type and year of treatment in accordance with current AWPA Standards.

POSTS AND RAILS: Shall be Dimensional Lumber, No. 2 or better Southern Yellow Pine timbers.

GALVANIZED FASTENERS: Shall comply with Section M.06.02-1 and 3(d) and M.06.03 of the Form 818.

CRUSHED STONE shall be washed ¾" stone that meets the requirements of Article M.08.03.

Construction Methods:

Excavate post holes into firm undisturbed or compacted earth as detailed to a depth of 40". Install 4" of ¾" washed stone in the bottom of the post hole and thoroughly compact. Install and align each post both vertically and laterally. Install 2" of additional ¾" washed stone along the edge of the post and thoroughly compact. Install compacted soil in uniform lifts to existing grade.

Install 2" x 6" Pressure Treated rails, accurately to required lines and levels, true, plumb and following grade. Center of top rail shall be set at a minimum of 42" above grade. Additional rails shall be spaced evenly. Pre-drill and fasten pressure treated rails utilizing 3/8" x 5" galvanized lag bolts and washers.

Clean up during installation and upon completion of fencing work. Remove from site all waste and excess materials, debris, tools, and equipment. Repair any damage resulting from fence installation.

Method of Measurement:

The work will be measured for payment by the accepted number of linear feet of "THREE RAIL SAFETY FENCE", complete and in place.

Basis of Payment:

Work completed under this item shall be paid for at the contact unit price per linear foot of "Three Rail Safety Fence" as listed in the bid proposal, which price shall include excavation of proposed fence post holes, installation and compaction of ¾" washed stone and soil, furnishing and placing 6" x 6" pressure treated posts installing 2" x 6" pressure treated fence rails, galvanized fasteners, all materials, equipment, labor and work incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0906217A	THREE RAIL SAFETY FENCE	L.F.

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**ITEM # 0921001A CONCRETE SIDEWALK
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 and disposal of bituminous concrete, driveways and pavements including curbing and tree roots, and 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. Concrete sidewalk ramp construction shall include the removal and disposal of existing concrete sidewalk ramps, curbing and bituminous concrete pavement necessary for completion of this work.

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.

Removal and disposal of existing concrete sidewalk, when required as part of project to accommodate the new work, shall be included separately under Item # 0202513A-Removal of Concrete Sidewalk contained within these specifications.

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.

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, removal and disposal of bituminous concrete, existing concrete sidewalk ramps, 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 between the sidewalk ramp and roadway pavement 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 provision.

Method of Measurement:

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

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

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

Excavation: Excavation below the finished grade of the concrete sidewalk or concrete sidewalk ramp, removal and disposal of existing concrete sidewalks and concrete sidewalk ramps, driveways and pavement, 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;

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but the cost shall be included in the price bid for Concrete Sidewalk Ramp or 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 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.

Removal of Concrete Sidewalk: This work will be measured for payment separately under Item # 0202513A-Removal of Concrete Sidewalk contained within these specifications.

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 saw cutting driveways and pavements, excavation and disposal of surplus material, removal and disposal of existing curbing or bituminous pavement, processed stone base, compaction, expansion joint material, dowels, dowel sleeves, finishing, curing compound/sealer, backfill, 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 saw cutting, excavation and disposal of surplus material, removal and disposal of existing curbing or bituminous pavement, excavation and disposal of surplus material, processed stone base, compaction, expansion joint material, dowels, dowel sleeves, finishing, curing compound/sealer, backfill, 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.

“Removal of Concrete Sidewalk” shall be paid for separately under Item # 0202513A – Removal of Concrete Sidewalk contained within these specifications.

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

ITEM # 0922501A BITUMINOUS CONCRETE DRIVEWAY

Work under this item shall conform to the applicable provisions of Section 9.22 of the Standard Specifications Form 818 amended as follows:

Description:

The item "Bituminous Concrete Driveway" shall include sawcutting, excavation to the required depth below finish grades and furnishing and installing all materials to construct the bituminous concrete driveway complete with compacted processed stone base to the lines and grades shown on the plans or as directed by the Engineer.

Materials:

Bituminous Concrete: Materials shall conform to the requirements of Special Provision Section 4.06-0.375 inch Superpave.

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.

Backfill: Suitable earth material which shall be free from admixture of subsoil, refuse, stumps, roots, rocks, brush, weeds, and other material which will prevent the formation of a suitable bed.

Construction Methods:

Excavation: Excavation, including removal of any existing asphalt, concrete snow shelf, bituminous sidewalk or bituminous driveway shall be made to the required depth below finished grade, as shown on the plans or as directed by the Engineer. Sawcuts shall be made at all limits of work to provide a clean vertical joint. Sawcuts at limits of work, or any intermediate sawcut performed to facilitate excavation shall not be measured for payment separately. All soft and yielding material shall be removed and replaced with suitable backfill material.

Base Course: Processed Stone Base for the base course shall be uniformly spread to the required depth and thoroughly compacted with a self-propelled roller with a mass of not less than 1 ton. In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers and vibratory plate compactors.

Bituminous Concrete Surface: This surface shall be constructed in accordance with the requirements of Special Provision Section 4.06, except that the material may be spread by hand. Driveway aprons shall be placed and compacted in one lift. Compaction of the driveway bituminous concrete material shall be attained by self-propelled roller(s) with a mass of not less than 1 ton and to a minimum density of 90.0% of the theoretical maximum specific gravity of the mixture, or by methods approved by the Engineer. A tack coat shall be applied as indicated on the plans or as directed by the Engineer prior to placement of any bituminous materials.

The Contractor shall protect existing features to remain such as sidewalks, curbing, and utilities. Any damage to existing features shall be repaired at no cost to the Town.

Method of Measurement:

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Bituminous Concrete Driveway shall be measured for payment by the actual number of square yards of completed and accepted Bituminous Concrete Driveway.

Basis of Payment:

This work shall be paid for at the contract unit price per square yard for "Bituminous Concrete Driveway" completed in place and accepted, which price shall include all excavation as specified above, sawcuts, preparation of subgrade, suitable backfill, processed stone base, bituminous material, disposal of surplus material, tack coat, and all equipment, tools, labor, and materials incidental hereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0922501A	BITUMINOUS CONCRETE DRIVEWAY	S.Y.

ITEM # 0922503A GRAVEL DRIVEWAY

Work under this item shall conform to the applicable provisions of Section 9.22 of the Standard Specifications Form 818 amended as follows:

Description:

The item "Gravel Driveway" shall include excavation to the required depth below finish grades and furnishing and installing all materials to construct the gravel driveway complete with compacted processed stone base or other gravel materials needed to match the existing driveway to the lines and grades shown on the plans or as directed 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.

Construction Methods:

Excavation: Excavation, including removal of any existing asphalt, concrete snow shelf, bituminous sidewalk or bituminous driveway shall be made to the required depth below finished grade, as shown on the plans or as directed by the Engineer. Sawcuts shall be made at all limits of work to provide a clean vertical joint. Sawcuts at limits of work, or any intermediate sawcut performed to facilitate excavation shall not be measured for payment separately. All soft and yielding material shall be removed and replaced with suitable backfill material.

Gravel Driveway Surface: Processed Stone Base shall be uniformly spread to the required depth of 8" thick minimum and thoroughly compacted with a self-propelled roller with a mass of not less than 1 ton. In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers and vibratory plate compactors.

The Contractor shall protect existing features to remain such as sidewalks, curbing, and utilities. Any damage to existing features shall be repaired at no cost to the Town.

Method of Measurement:

Gravel Driveway shall be measured for payment by the actual number of square yards of completed and accepted Gravel Driveway.

Basis of Payment:

This work shall be paid for at the contract unit price per square yard for "Gravel Driveway" completed in place and accepted, which price shall include all excavation as specified above, sawcuts, preparation of subgrade, suitable backfill, processed stone base, disposal of surplus material, and all equipment, tools, labor, and materials incidental hereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0922503A	GRAVEL DRIVEWAY	S.Y.

ITEM # 0944000A FURNISHING AND PLACING TOPSOIL

Description:

This work shall consist of furnishing, placing, and shaping topsoil in areas shown on the plans where directed by the Engineer. The topsoil shall be placed to the depth stated in the Contract or specifications.

Material:

Topsoil shall conform to the requirements of Article M.13.01.1 of the Form 818.

Construction Methods:

Topsoil shall be placed in all disturbed areas designated for turf establishment as shown on the plans.

The areas on which topsoil is to be placed shall be graded to a reasonably true surface and cleaned of all stones, brickbats, and other unsuitable materials. After areas have been brought to proper subgrade and approved by the Engineer or his agent, loam shall be spread to a depth as indicated in the Contract, or to a depth of no less than four inches, with due allowance made for settlement. All stones, roots, debris, sod, weeds, and other undesirable material shall be removed from the topsoil. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on the shoulders or pavement.

It shall be the Contractor's responsibility to restore to line, grade, and surface all eroded areas with approved material and to keep topsoiled areas in acceptable condition until the completion of the construction work.

Method of Measurement:

This work will be measured for payment by the number of square yards of area on which the placing of the topsoil has been completed and the work accepted.

The limits of payment shall be to the slope limits as shown on the plans.

No payment shall be made outside of these limits unless the disturbance was directed or approved by the Engineer. No payment shall be made for areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Furnishing and Placing Topsoil" as listed in the Bid Proposal which price shall include all materials, equipment, tools, labor, and work incidental thereto. This price shall include all stripping, stockpiling, screening, hauling, re-handling, raking, and other processing of topsoil from off-site or on-site sources and all materials, equipment, tools, and labor incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0944000A	FURNISHING AND PLACING OF TOPSOIL	S.Y.

ITEM # 0944106A EXCAVATION, STOCKPILING, AND RE-USE OF EXISTING TOPSOIL

Description:

This work shall consist of excavating existing onsite topsoil located along the frontage of 361 Bell Street between Station 15+00 and 17+15, stockpiling of this material in a windrow along the property frontage, and placing and shaping the stockpiled topsoil as part of sloping and restoration work in this area as shown on the plans and as directed by the Engineer. The topsoil shall be placed to the depth stated in the Contract or specifications.

Material:

Topsoil shall be existing topsoil removed from along the frontage of 361 Bell Street in the station range indicated. No imported topsoil shall be placed on this property without the approval of the Engineer.

Construction Methods:

Topsoil shall be placed in all disturbed areas designated for turf establishment as shown on the plans.

The areas on which topsoil is to be placed shall be graded to a reasonably true surface and cleaned of all stones, brickbats, and other unsuitable materials. After areas have been brought to proper subgrade and approved by the Engineer or his agent, loam shall be spread to a depth as indicated in the Contract, or to a depth of no less than four inches, with due allowance made for settlement. All stones, roots, debris, sod, weeds, and other undesirable material shall be removed from the topsoil. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on the shoulders or pavement.

It shall be the Contractor's responsibility to restore to line, grade, and surface all eroded areas with approved material and to keep topsoiled areas in acceptable condition until the completion of the construction work.

Method of Measurement:

This work will be measured for payment by the number of square yards of area on which the placing of the topsoil has been completed and the work accepted.

The limits of payment shall be to the slope limits as shown on the plans.

No payment shall be made outside of these limits unless the disturbance was directed or approved by the Engineer. No payment shall be made for areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Excavation, Stockpiling, and Re-Use of Existing Topsoil" as listed in the Bid Proposal which price shall include all materials, equipment, tools, labor, and work incidental thereto. This price shall include all stripping, stockpiling, screening, hauling, re-handling, raking, and other processing of topsoil and all materials, equipment, tools, and labor incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0944106A	EXCAVATION, STOCKPILING, AND RE-USE OF EXSTING TOPSOIL	S.Y.

ITEM # 0945060A PINE BARK MULCH

Description:

Work under this item consists of the Contractor furnishing and installing Pine Bark Mulch within the disturbed landscaping areas at the locations and depths depicted on the plans or as directed by the Engineer.

Materials:

Pine Bark Mulch: Material shall be shall be a native shredded pine bark, 100 percent organic, having a moisture content not exceeding 40 percent, free of any disease or insects. The particles shall pass a 1 inch square mesh and be retained on a 1/8 inch square mesh.

Construction Methods:

Mulching - All existing landscaped areas disturbed by construction shall be mulched with a 3" layer of pine bark mulch.

Method of Measurement:

This work will be measured for payment by the number of square yards surface measurement of the specified thickness for the area on which pine bark has been completed and accepted.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Pine Bark Mulch" complete in place, which price shall include furnishing, installing and grading pine bark mulch and all equipment, tools, labor and materials incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0945060A	PINE BARK MULCH	S.Y.

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ITEM # 0950005A	TURF ESTABLISHMENT
ITEM # 0950006A	TURF ESTABLISHMENT-HYDROSEEDING
ITEM # 0950029A	TURF ESTABLISHMENT – NEW ENGLAND MIX
ITEM # 0950036A	EROSION CONTROL MATTING TYPE E

General: The work included in this item shall consist of providing an accepted uniform stand of established perennial turf grasses or wetland vegetation 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.

The work will also include the installation of erosion control matting of the type indicated where shown on the plans or as directed 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 residential 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.

Wetland seed mix, when specified, shall be 25% New England Roadside Matrix Wet Meadow Seed Mix and 75% New England Erosion Control / Restoration Mix, as listed within New England Wetland Plants, Inc.'s catalog or approved equal.

Erosion Control Matting shall be a product of the type specified on the plans that is 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 816.

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

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 or wetland vegetation 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", "Turf Establishment-Hydroseeding" or "Turf Establishment – New England Mix" as listed in the Bid Proposal, 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.

Erosion control matting will be paid for at the contract unit price per square yard for "Erosion Control Matting" complete in place and accepted, which price shall include the hay mulch, netting, staples, maintenance, equipment, tools, labor, and work incidental thereto.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0950005A	TURF ESTABLISHMENT	S.Y.
0950006A	TURF ESTABLISHMENT-HYDROSEEDING	S.Y.
0950029A	TURF ESTABLISHMENT – NEW ENGLAND MIX	S.Y.
0950036A	EROSION CONTROL MATTING TYPE E	S.Y.

**BELL STREET SIDEWALK IMPROVEMENTS
SPECIAL PROVISIONS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

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

This item shall conform to Section 9.70 TRAFFICPERSON, of the Form 818, amended 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.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	EST
0970007A	TRAFFICPERSON (UNIFORM FLAGGER)	HR

ITEM # 0971001A MAINTENANCE AND PROTECTION OF TRAFFIC

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" where applicable.

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.

All Roadways

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

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 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.

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 erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory. 42-inch traffic cones and approved traffic drums are to be utilized for lane closures.

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.

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.

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 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 Town 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.
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 Town 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 5c 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.

- 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 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING
ARROW**

- 4.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).
- 4.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.
- 4.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
- 4.d) The Flashing Arrow board display shall be in the "arrow" mode for lane closure tapers and in the "caution" mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the "caution" mode when it is positioned in the closed lane.
- 4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

SECTION 5. USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)

- 5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.
- 5.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.
- 5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the "flashing arrow" mode when taking the lane. The sign truck and workers should be immediately ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the "caution" mode when traveling in the closed lane.
- 5.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the "caution" mode when in the closed lane.

- 5.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to the specification entitled "Type 'D' Portable Impact Attenuation System". Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.
- 5.f) TMAs should be paid in accordance with how the unit is utilized. When it is used as a TMA and is in the proper location as specified, and then it should be paid at the specified hourly rate for "Type 'D' Portable Impact Attenuation System". When the TMA is used as a Flashing Arrow, it should be paid at the daily rate for "High Mounted Internally Illuminated Flashing Arrow". If a TMA is used to install and remove a pattern and then is used as a Flashing Arrow, the unit should be paid as a "Type 'D' Portable Impact Attenuation System" for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove), and is also paid for the day as a "High Mounted Internally Illuminated Flashing Arrow".

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 spacing's and may be reduced to meet actual field conditions as required.

Construction Methods:

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.

Pavement Markings

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.

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.

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.

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" as listed in the Bid Proposal. This price shall include all material, 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

**BELL STREET SIDEWALK IMPROVEMENTS
SPECIAL PROVISIONS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

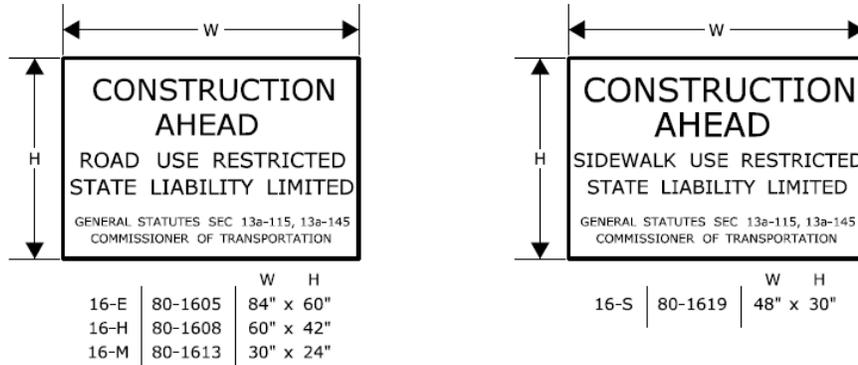
percentage of the total of all other work completed. All costs for labor, equipment and services involved in the erection, maintenance, moving, adjusting, cleaning, relocating and storing of signs, barricades, drums, traffic cones and delineators furnished by the Contractor as well as all costs of labor 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 of 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.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	LS.

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.

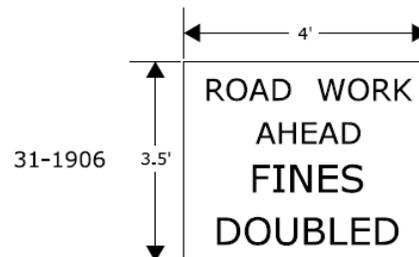
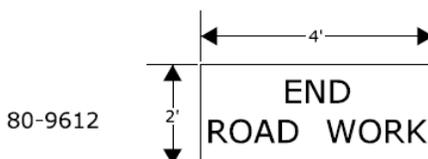
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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)

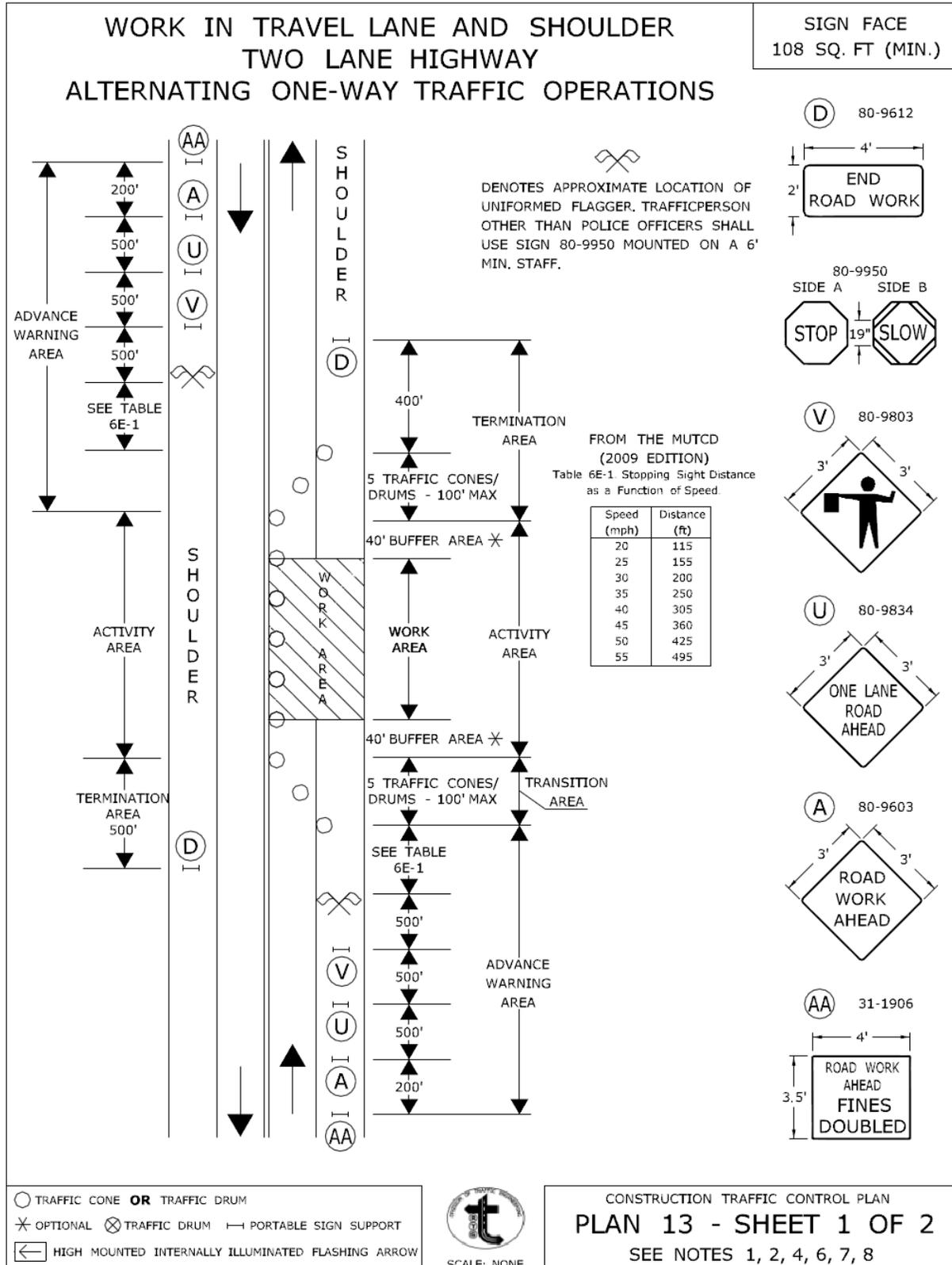
METRIC CONVERSION CHART (1" = 25mm)

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



SCALE: NONE

**CONSTRUCTION TRAFFIC CONTROL PLAN
NOTES**



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

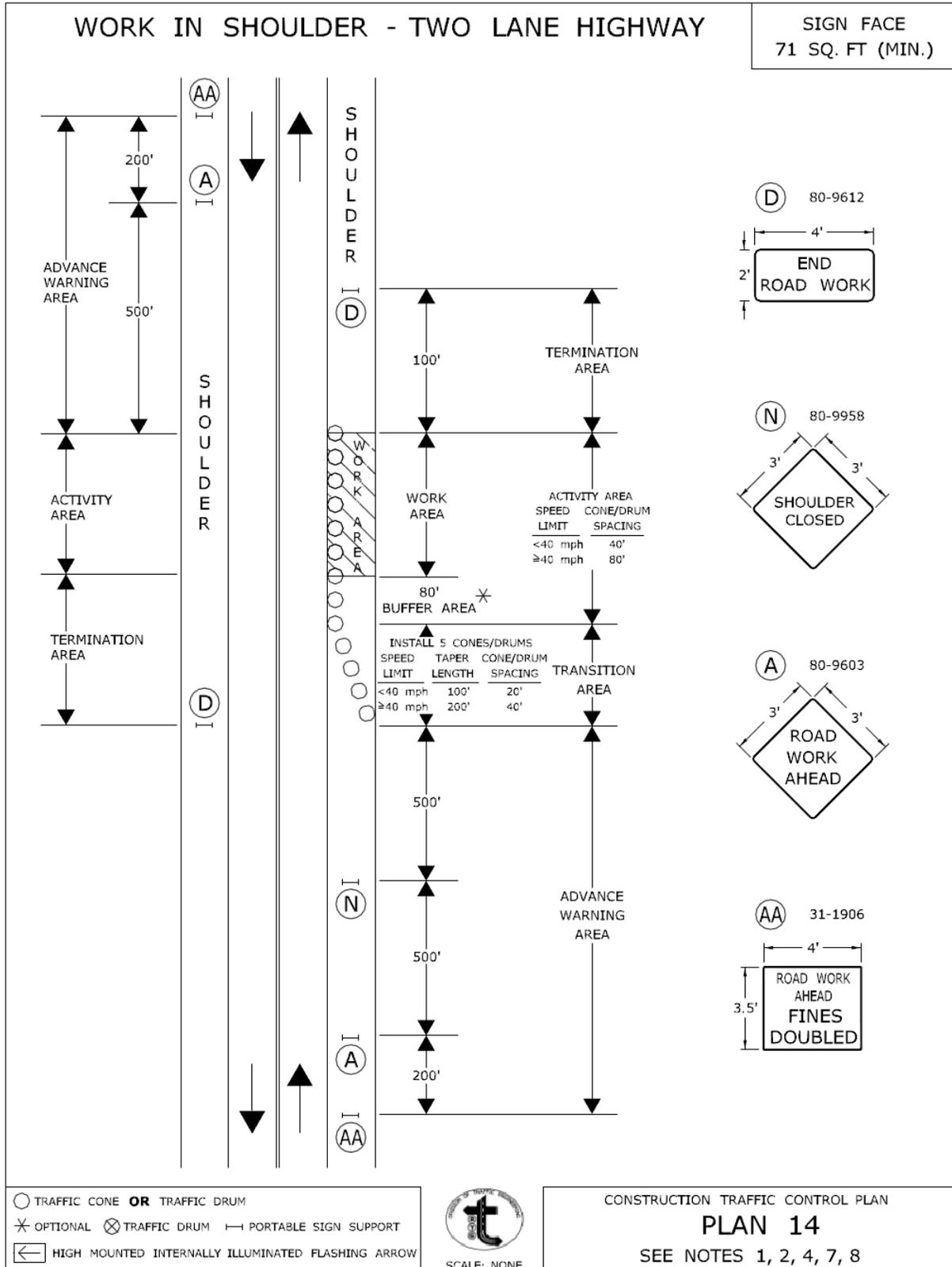
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

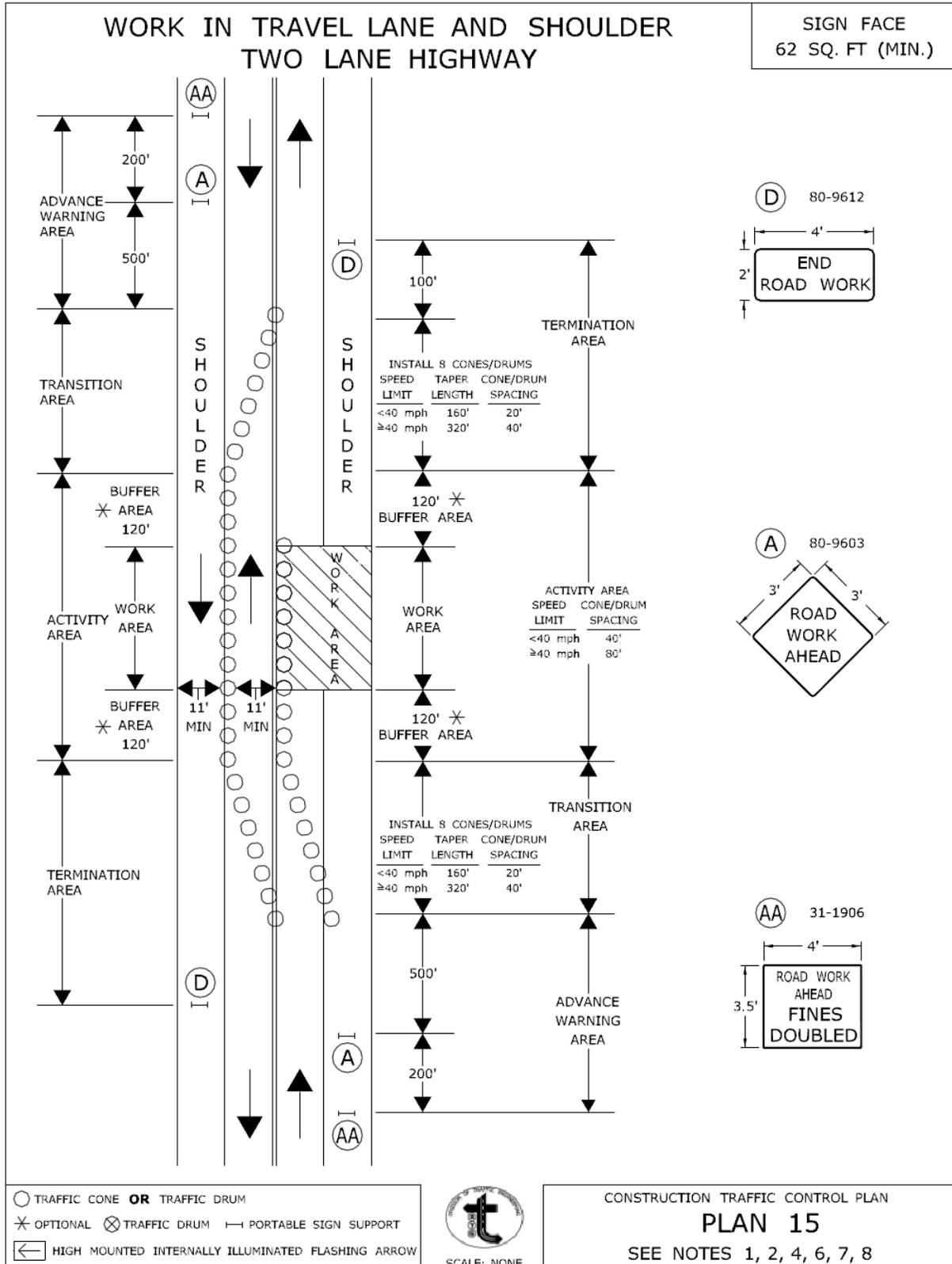
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

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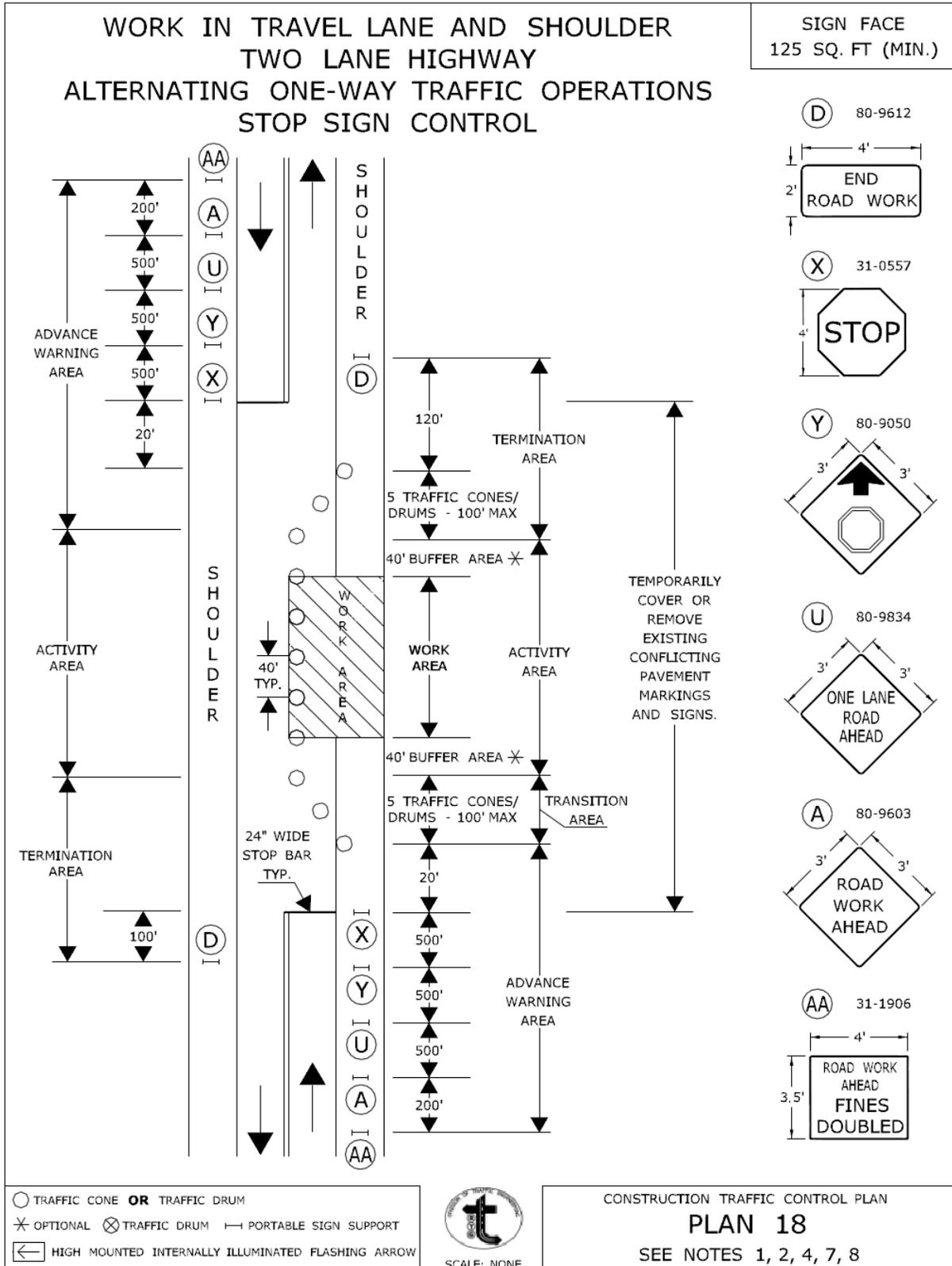




CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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2012.06.05 15:56:29-04'00"
PRINCIPAL ENGINEER



ITEM # 1131032A 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.

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 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

**BELL STREET SIDEWALK IMPROVEMENTS
SPECIAL PROVISIONS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

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 # 1131032A	CHANGEABLE MESSAGE SIGN FULL MATRIX (6' WIDE)	DAY

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 =>	51-100	101-250	251-1000	>1000
Sample Size=>	5 Posts	10 Posts	40 Posts	60 Posts
0 Defects	1.0	1.0	1.025	1.025
1 Defect	0.9	0.95	0.975	0.983
2 Defects	Rejection	0.9	0.95	0.967
3 Defects	Rejection	Rejection	0.925	0.95
4 Defects	Rejection	Rejection	0.9	0.933

**BELL STREET SIDEWALK IMPROVEMENTS
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5 Defects	Rejection	Rejection	Rejection	0.917
6 Defects	Rejection	Rejection	Rejection	0.9
7 or more Defects	Rejection	Rejection	Rejection	Rejection

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

ITEM # 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 3/4" 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

**BELL STREET SIDEWALK IMPROVEMENTS
SPECIAL PROVISIONS
STATE PROJECT NO. 0170-3513GR**

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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.

Item No.	Description	Unit
1220004A	PROJECT FUNDING SIGN	S.F.



ITEM # 1220013A CONSTRUCTION SIGNS – BRIGHT FLUORESCENT SHEETING

Description:

The Contractor shall furnish construction signs with bright fluorescent sheeting and their required portable supports or metal sign posts that conform to the requirements of NCHRP Report 350 (TL-3). The construction signs and their required portable supports or metal sign posts shall conform to the signing requirements stated in Article 9.71 "Maintenance and Protection of Traffic", as shown on the plans and/or as directed by the Engineer.

Materials:

Prior to using the construction signs and their portable supports, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices (both sign and portable support tested together) conform to NCHRP Report 350 (TL-3).

Portable sign supports shall be designed and fabricated so as to prevent signs from being blown over or displaced by the wind from passing vehicles. Portable sign supports shall be approved by the Engineer before they are used. Mounting height of signs on portable sign supports shall be a minimum of 1 foot and a maximum of 2 feet, measured from the pavement to the bottom of the sign.

All sign faces shall be rigid and reflectorized. Sheet aluminum sign blanks shall conform to the requirements of Article M.18.13. Metal sign posts shall conform to the requirements of Article M.18.14. Application of reflective sheeting, legends, symbols, and borders shall conform to the requirements specified by the reflective sheeting manufacturer. Attachments shall be provided so that the signs can be firmly attached to the portable sign supports or metal posts without causing damage to the signs. A Materials Certificate and Certified Test Report conforming to Article 1.06.07 shall be required for the reflective sheeting.

The following types of construction signs shall not be used: mesh, non-rigid, roll-up, corrugated or waffle board types substrates, foam core and composite aluminum sign substrates.

Reflective sheeting shall conform to the following:

The fluorescent orange prismatic retroreflective sheeting shall consist of prismatic lenses formed in a transparent fluorescent orange synthetic resin, sealed, and backed with an aggressive pressure sensitive adhesive protected by a removable liner. The sheeting shall have a smooth surface.

Physical Properties:

A. Photometric - Coefficient of Retroreflection RA

When the sheeting applied on test panels is measured in accordance with ASTM E 810, it shall have minimum coefficient of retroreflection values as shown in Table I. The rotation angle shall be as designated by the manufacturer for test purposes, the observation angles shall be 0.2 degrees and 0.5 degrees, the entrance angles (component B1) shall be -4 degrees and +30 degrees.

TABLE I
Minimum Coefficient of Retroreflection RA
Candelas per footcandle per square foot

Observation Angle (deg.)	Entrance Angle (deg.)	RA Orange
0.2	- 4	200
0.2	+ 30	90
0.5	- 4	80
0.5	+ 30	50

The rotation shall be as designated by the manufacturer.

B. Daytime Color

Color shall conform to the requirements of Table II. Daytime color and maximum spectral radiance factor (peak reflectance) of sheeting mounted on test panels shall be determined instrumentally in accordance with ASTM E 991. The values shall be determined on a Hunter Lab Labsan 6000 0/45 Spectrocolorimeter with option CMR 559 (or approved equal 0/45 instrument with circumferential viewing illumination). Computations shall be done in accordance with ASTM E 308 for the 2 degree observer.

**TABLE II
Color Specification Limits** (Daytime)**

Color	1		2		3		4		Reflectance Limit Y (%)	
	X	Y	X	Y	X	Y	X	Y	MIN	MAX
Orange (new)	.583	.416	.523	.397	.560	.360	.631	.369	28	-
Orange (weathered)	.583	.416	.523	.397	.560	.360	.631	.369	20	45

Maximum Spectral Radiance Factor, new: 110%, min.
weathered: 60%, min.

** The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with standard illuminant D65.

C. Nighttime Color

Nighttime color of the sheeting applied to test panels shall be determined instrumentally in accordance with ASTM E 811 and calculated in the u', v' coordinate system in accordance with ASTM E 308. Sheeting shall be measured at 0.33 degrees observation and -4 degree entrance at rotation as determined by the manufacturer for test purposes. Color shall conform to the requirements of Table III.

**TABLE III
Color Specification Limits ** (Nighttime)**

Color	1		2		3		4	
	u'	v'	u'	v'	u'	v'	u'	v'
Orange (new and weathered)	.400	.540	.475	.529	.448	.522	.372	.534

D. Resistance to Accelerated Weathering

The retroreflective surface of the sheeting shall be weather resistant and show no appreciable cracking, blistering, crazing, or dimensional change after one year's unprotected outdoor exposure in south Florida, south-facing and inclined 45 degrees from the vertical, or after 1500 hours exposure in a xenon arc weatherometer in accordance with ASTM G26, Type B, Method A. Following exposure, panels shall be washed in a 5% HCL solution for 45 seconds, rinsed thoroughly with clean water, blotted with a soft clean cloth and brought to equilibrium at standard conditions. After cleaning, the coefficient of retroreflection shall be not less than 100 when measured as in D.2, below, and the color is expected to conform to the requirements of Tables II and III for weathered sheeting. The sample shall:

1. Show no appreciable evidence of cracking, scaling, pitting, blistering, edge lifting or curling or more than 0.031 inch shrinkage or expansion.

2. Be measured only at angles of 0.2 degrees observation, -4 degrees entrance, and rotation as determined by the manufacturer for test purposes. Where more than one panel of color is measured, the coefficient of retroreflection shall be the average of all determinations.

E. Impact Resistance

The retroreflective sheeting applied according to the manufacturer's recommendations to a test panel of alloy 6061-T6, 0.040 inch by 3 inches by 5 inches and conditioned for 24 hours, shall show no cracking outside the impact area when the face of the panel is subjected to an impact of 100 inch-pounds, using a weight with a 0.625 inch diameter rounded tip dropped from a height necessary to generate an impact of 100 inch-pounds, at test temperatures of both 32° F and 72° F.

F. Resistance to Heat

The retroreflective sheeting, applied to a test panel as in E., above, and conditioned for 24 hours, shall be measured in accordance with Paragraph A. at 0.2 degree observation and -4 degree entrance angles at rotation as determined by the manufacturer for test purposes and exposed to 170° ± 5° F for 24 hours in an air circulating oven. After heat exposure the sheeting shall retain a minimum of 70% of the original coefficient of retroreflection.

G. Field Performance:

Retroreflective sheeting processed and applied to sign blank materials in accordance with the sheeting manufacturer's recommendations, shall perform effectively for a minimum of 3 years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than 100 when measured at 0.2 degrees observation and -4 degree entrance. All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.

Construction Methods:

Ineffective signs, 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 State.

Signs and their portable sign supports or metal posts that are no longer required shall be removed from the project and shall remain the property of the Contractor.

Method of Measurement:

Construction Signs - Bright Fluorescent Sheeting will be measured for payment by the number of square feet of sign face. Sign supports will not be measured for payment.

Basis of Payment:

"Construction Signs - Bright Fluorescent Sheeting" required and used on the project will be paid for at the Contact unit price per square foot as listed in the bid proposal. This price shall include the furnishing and maintenance of the signs, portable sign supports, metal sign posts and all hardware. Each sign and support or posts will be paid for once, regardless of the number of times it is used.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
1220013A	CONSTRUCTION SIGNS BRIGHT FLOURESCENT SHEETING	S.F.

**BELL STREET SIDEWALK IMPROVEMENTS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

**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)**

Index

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4. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
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5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
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EXHIBIT B – Affirmative Action Policy Statement (page 22)
EXHIBIT C – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 26)
EXHIBIT D - State Wage Rates and Other Related Information (page 34)

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

**BELL STREET SIDEWALK IMPROVEMENTS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

**ATTACHMENT B:
PREVAILING WAGE RATES**

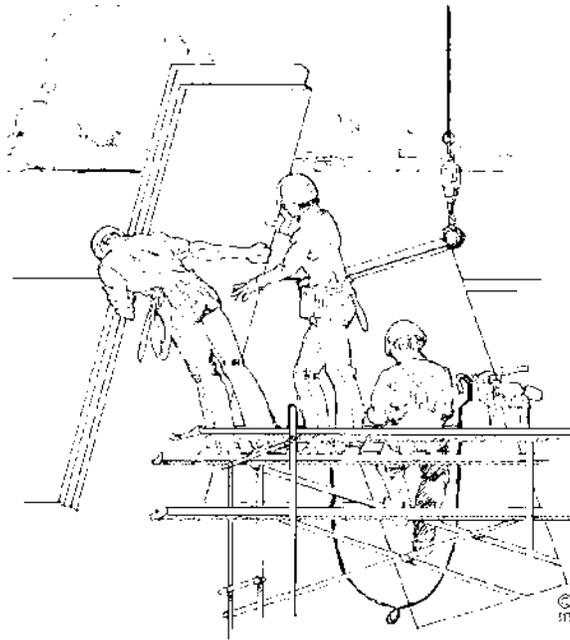
~NOTICE~

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.

**BELL STREET SIDEWALK IMPROVEMENTS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

**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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**BELL STREET SIDEWALK IMPROVEMENTS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

**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 Adminstered 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	e.y.	T22 FLDL	75	4 cylinders
Construction Signing	ea.	MC	project	
Geotextile	s.y.	QPL MC	project	
Gravel (Bank Run or Crushed)	e.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	e.y.	T27/Chem Analysis	2500	See Note 5
Reclaimed Waste	e.y.	T180 LABT	50k	See Note 5
Sand (Masonry /Trenching & Backfilling)	e.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)	e.y.	T27 LABT	20k	
Structural Steel	ew	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

Chapter 8 - Minimum Schedule for Acceptance Testing

Chapter 8_Acceptance Testing v19.9

Legend

<p>Item: Standard Specification Section and the first four digits of the Contract Item number. Title: Generally the overall subject of the Standard Specification Section and the Contract Item numbers. Item Unit: Generally the pay unit of the Contract Item. Material #: Code used in SiteManager and by the Division of Materials Testing to identify component materials used in Contract Items. Material Name: Definition of the Material #. Material Unit: Unit of Material that defines a quantity represented by a sample. Example: A sample of concrete represents 50 CY of material regardless of what the item unit is. MAT 100: Indicates whether a Request for Test (MAT-100) is required to be submitted to the Division of Materials Testing (See Note 11. for ALT) Sample Type: Acceptance (Prod) or Information requires a MAT-100 to be submitted. Accept (Field) does not require a MAT-100 to be submitted. Test Method: AASHTO or ASTM test method. See below. "Chem" requires Test Type: Describes the test, where the test is performed, or what is required to be submitted with the MAT-100. Responsibility: Person who performs the test. Frequency: Number of tests required per quantity of material using the material units: (E) English (M) Metric. 1 per "quantity" indicates that all the quantity of each type (size/shape/composition) of material, per item, from a single vendor and manufacturer must be represented on a single or multiple Request for Test(s) (MAT-100). MAT-100(s) total represented quantity must match total quantity installed.</p> <p>Sample Size: Size of Sample.</p>

Test Type:

FLDT	Test performed in the field
LABT	Laboratory Test
FLABT	Field and Laboratory Testing
LMCT*	Lab Test, Mat Cert and Cert Test Report (Originals Required)
MC*	Materials Certificate (Original Required)
MCCTR*	Materials Certificate and Certified Test Report (Originals Required)
PC1	Self Certification from producer supplied per shipment
QPL	Qualified Product List
Visual	Project Inspector must visually inspect upon delivery/installation. Visual inspection by DMT staff denotes witnessing fabrication of material where it is being fabricated. Documentation of visual inspection on the project by project staff is in accordance with District/Office of Construction policies.

*Materials Certificates and Certified Test Reports must comply with Standard Specification Section 1.06.07. Note: Materials Certificates for items composed of, or containing, steel or cast iron must also indicate where the steel and cast iron was produced and fabricated.

**BELL STREET SIDEWALK IMPROVEMENTS
STATE PROJECT NO. 0170-3513GR**

BID #GL-2024-10

**ATTACHMENT E:
CONSTRUCTION PLANS**

UNDER SEPARATE COVER