

TOWN OF GLASTONBURY
ENGINEERING DIVISION
PW-2215

CONTRACT DOCUMENTS

FOR

RIVERFRONT COMMUNITY CENTER
PAVILION, PICKLEBALL COURT ILLUMINATION
AND
PARKING LOT REHABILITATION

BID # GL-2024-22



ADVERTISED ON: MAY 2, 2024

BID DUE DATE: MAY 23, 2024

TOWN OF GLASTONBURY

INVITATION TO BID

| <u>BID #</u> | <u>ITEM</u> | <u>DATE & TIME REQUIRED</u> |
|--------------|--|---------------------------------|
| GL-2024-22 | Riverfront Community Center Pavilion, Pickleball Court Illumination and Parking Lot Rehabilitation | May 23, 2024 at 11:00 A.M. |

The Town of Glastonbury will receive on-line Bids for the construction of a 30' x 40' pavilion structure and associated site work and utilities along with installation of Pickleball Court Illumination and rehabilitation of an existing parking lot located at the Riverfront Community Center 300 Welles Street in Glastonbury.

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-2024-22- Riverfront Community Center Pavilion, Pickleball Court Illumination and Parking Lot Rehabilitation**". All bids will be publicly opened and read aloud. **No late bids will be accepted.**

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

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

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

Bidders are also hereby alerted to the schedule requirements as outlined in Special Conditions Section 11.00.

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 Consiglio
Purchasing Agent

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**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
INFORMATION FOR BIDDERS**

BID #GL-2024-22

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-2024-22 - Riverfront Community Center Pavilion, Pickleball Court Illumination and Parking Lot Rehabilitation**". 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/15646869029783-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 responsible and qualified bidder unless otherwise specified. As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work. 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.
6. The Bid 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.
7. 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.
8. 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.
9. 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 Consiglio, Purchasing Agent. The bid bond of the successful Bidder will

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- be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.
10. 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.
 11. 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.
 12. 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.
 13. 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.
 14. 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.
 15. **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).**
 16. 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.

17. 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.

18. **State Prevailing Wage Rates:**

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, 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 construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. 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.

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.

19. 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.
20. Commission on Human Rights and Opportunities (CHRO) Requirements:

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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

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

The Town will retain an additional 2% of the contract payments made (above and beyond the normal retainage of 5%) until the contractor has submitted an approved affirmative action plan to CHRO and CHRO has granted approval.

Completion of the **Bidder Contract Compliance Monitoring Report** is **REQUIRED** as part of this bid response. This form can be found in ATTACHMENT D.

21. 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.
22. **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 “GL-2024-22 - Riverfront Community Center Pavilion, Pickleball Court Illumination and Parking Lot Rehabilitation”.

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.”

23. **Compliance with AMERICAN RESCUE PLAN ACT (ARPA) FUNDING PROGRAM REQUIREMENTS:** This bid is subject to federal requirements for ARPA Funding as outlined in Section 17 of the General Conditions. Related certifications included in Attachment E must be submitted as part of the bid response. The Bidder hereby agrees and acknowledges that the ARPA Requirements outlined in Section 17 of the General Conditions shall be a term of the purchase order or contract, if awarded the purchase order or contract by the Town, and any breach of these provisions shall be a breach of the purchase order or contract.
24. 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 Consiglio, Purchasing Agent, by email to 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. **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.

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 Re-inspection 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 re-inspection 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.

17.00 AMERICAN RESCUE PLAN ACT (ARPA) REQUIREMENTS

17.01 Federal Funding Requirements

The Town intends to fund all or part of the expenditures made under this solicitation with federal funds; Therefore, Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including but not limited to the following requirements of Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

17.02 Appendix II Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms**, and provide for such sanctions and penalties as appropriate. **See State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818 (Form 818), Section 1.05.14 and Section 1.08.10, incorporated into this contract as described in Special Conditions Section 01.02. References to the “State”, “Department”, or “Commissioner” are understood to refer to the Town of Glastonbury.**

B. All contracts in excess of \$10,000 **must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be affected

and the basis for settlement. See [State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818 \(Form 818\), Section 1.05.14 and Section 1.08.10](#), incorporated into this contract as described in Special Conditions Section 01.02. References to the "State", "Department", or "Commissioner" are understood to refer to the Town of Glastonbury.

C. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Town is an Equal Opportunity Employer. As such, the Town and all Contractors and their subcontractors agree to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and comply with all applicable Federal civil rights laws and implementing regulations.

During the performance of this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

D. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). **Not Applicable**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

G. Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180, and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Town. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

For contracts in excess of \$100,000, Contractor shall file the certification required by 49 C.F.R. Part 20, "New Restrictions of Lobbying", as provided by the Town. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the Town.

J. Procurement of recovered materials. See [§ 200.323](#). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where **the purchase price of the item exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or
3. At a reasonable price.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247. Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Prohibition on certain telecommunications and video surveillance services or equipment. See [§ 200.216](#).

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement

equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#) and [§ 200.322](#).

For any federally assisted contract, the contractor must certify to the Town that the contract (or any extension or renewal) does not contain covered telecommunications equipment. The Town is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

L. Domestic preferences for procurements. See [§ 200.322](#).

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. The Contractor agrees to comply with this requirement and must include the requirements of this section in all subawards including all contracts and purchase orders for work or products under this award.

17.03 **Federal Compliance Requirements**

For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, and subrecipient shall comply with all of the

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
GENERAL CONSTRUCTION SPECIFICATIONS**

BID #GL-2024-22

requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). For a definition of "Construction" see 48 CFR 2.101.

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 July 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 **SEE ADDITIONAL NOTICES TO CONTRACTOR IN SPECIAL PROVISIONS SECTION**

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 \(glastonburyct.gov\)](http://glastonburyct.gov)

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

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

Holiday Schedule: [638264175177730000 \(glastonburyct.gov\)](http://glastonburyct.gov)

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 90 calendar days.

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

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

12.00 LIQUIDATED DAMAGES

12.01 As actual damages for any delay in completion of the work that the Contractor is required to perform under this Contract are impossible to determine, the Contractor and the Sureties shall be liable for and shall pay to the Town 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 plans located in Attachment G are to be considered part of these specifications and include the following: Plans entitled "Town of Glastonbury Riverfront Community Center Pavilion, Pickleball Court Illumination and Parking Lot Rehabilitation- PW-2215 located at 300 Welles Street Glastonbury, Connecticut", including four (4) sheets prepared by the Town of Glastonbury Engineering Division and one (1) sheet prepared The Barnyard, and a plan set entitled "Town of Glastonbury Riverfront Community Center Pickleball Lighting and Pavilion Power" prepared by Bemis Associates including four (4) sheets.

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". A bench mark will be installed near the project location for use by the contractor.

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

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

17.00 PROSECUTION AND PROGRESS

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

17.02 Limitations on work hours are described in the Prosecution and Progress Special Provision. The Contractor shall understand and strictly comply with these limitations. Work on weekends or during time periods other than those described above will not be permitted. No work will be allowed on designated Town Holidays unless permission is granted by the Town.

18.00 COMPLIANCE WITH TOWN ISSUED LAND-USE PERMITS

18.01 A Town of Glastonbury Inland Wetland Permit and Planning and Zoning approval was required for this project and is included as Attachment B. By submitting a bid, the Contractor confirms that they have read and are familiar with all of the required conditions of these permits, that all costs associated with compliance with all conditions of the permits are included in their bid, and that they will conduct the work in a manner consistent with all permit requirements.

19.00 EXTRA WORK AND RETAINAGE

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

19.02 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.

20.00 SUBMITTALS AND MATERIALS TESTING

20.01 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. A list of required submittals is located in Section 1.06- Control of Materials of these specifications

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
BID PROPOSAL**

BID #GL-2024-22

| | | | |
|----------------------------|---|------------------------|-----------------------------------|
| TOWN OF GLASTONBURY | | | |
| BID / PROPOSAL | | GL # 2024-22 | |
| DATE ADVERTISED | May 2, 2024 | DATE / TIME DUE | MAY 23, 2024 at 11:00 A.M. |
| NAME OF PROJECT | RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT ILLUMINATION AND PARKING LOT REHABILITATION | | |

IT IS 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. AS REQUIRED:

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 16 of the Information for Bidders.
- _____ 3. Included Qualifications Statement as per Section 19 of the Information for Bidders.
- _____ 4. Included Certificate of compliance per CGS Section 31-57B (Attachment A).
- _____ 5. 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 22 of the Information for Bidders
- _____ 6. Checked Town web site for Addenda and acknowledged Addenda on page BP-1.
- _____ 7. Include completed Bidder Contract Compliance Monitoring Report (Attachment D).
- _____ 8. Acknowledged Code of Ethics on page BP-4.
- _____ 9. Prepared ONE consolidated pdf file for on-line bid submission.
- _____ 10. Certificate of Debarment / Suspension (Attachment F1)
- _____ 11. Certification regarding lobbying by Contractor (Attachment F2)
- _____ 12. Certification regarding procurement of Recovered Materials (Attachment F3)
- _____ 13. Certification regarding prohibition on certain telecommunications and video surveillance services or equipment (Attachment F4)
- _____ 13. Certification regarding domestic purchase of goods products or materials (Attachment F5)

BIDDER NAME: _____

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
BID PROPOSAL**

BID #GL-2024-22

BIDDER NAME: _____

| LINE NO. | ITEM NO. | | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | EXT |
|----------|------------|---|--|------|-------|------------|-----|
| 1 | 0201001 | A | Clearing and Grubbing | LS | 1 | | |
| 2 | 0202000 | A | Earth Excavation | CY | 670 | | |
| 3 | 0209001 | | Formation of Subgrade | SY | 1,820 | | |
| 4 | 0210019 | A | Stone Infiltration Trench | LF | 85 | | |
| 5 | 0210020 | A | Stone Infiltration Trench w/ 6" Perforated PVC | LF | 20 | | |
| 6 | 0212000 | A | Subbase | CY | 503 | | |
| 7 | 0212300 | A | Process Stone Base | CY | 200 | | |
| 8 | 0219003 | | Sedimentation Control Filter Fabric Fence System | LF | 346 | | |
| 9 | 0219011 | | Sediment Control System at Catch Basin | EA | 1 | | |
| 10 | 0502101 | A | 30' x 40' Pavilion Structure (Complete) | LS | 1 | | |
| 11 | 0507897 | A | Precast Concrete Yard Drain 2' x 2' | EA | 1 | | |
| 12 | 0686200.06 | | 6" Polyvinyl Chloride Pipe- 0'-10' Deep | LF | 175 | | |
| 13 | 0815001 | | Bituminous Concrete Lip Curbing | LF | 6 | | |
| 14 | 0921001 | A | Concrete Sidewalk | SF | 69 | | |
| 15 | 0921005 | A | Concrete Sidewalk Ramp | SF | 11 | | |
| 16 | 0921048 | A | Detectable Warning Surface | SF | 8 | | |
| 17 | 0922001 | A | Bituminous Concrete Sidewalk | SY | 226 | | |
| 18 | 0922500 | A | Bituminous Concrete Driveway (Commercial) | SY | 240 | | |
| 19 | 0944000 | A | Furnish and Placing Topsoil | SY | 733 | | |
| 20 | 0950005 | A | Turf Establishment | SY | 733 | | |
| 21 | 0950017 | A | Turf Establishment- Wetland Wildflower Mix | SY | 145 | | |

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
BID PROPOSAL**

BID #GL-2024-22

BIDDER NAME: _____

| LINE NO. | ITEM NO. | | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | EXT |
|----------|----------|---|---|------|-------|------------|-----|
| 22 | 0975002 | | Mobilization and Project Closeout | LS | 1 | | |
| 23 | 0980020 | | Construction Surveying | LS | 1 | | |
| 24 | 1001001 | | Trenching and Backfilling | LF | 435 | | |
| 25 | 1002010 | A | Light Pole Base | EA | 12 | | |
| 26 | 1003599 | A | Light Pole and Fixture-Type SA | EA | 6 | | |
| 27 | 1003600 | A | Light Pole and Fixture-Type SB | EA | 6 | | |
| 28 | 1008124 | | 1" Polyvinyl Chloride Conduit in Trench | LF | 341 | | |
| 29 | 1008125 | | 1-1/4" Polyvinyl Chloride Conduit in Trench | LF | 77 | | |
| 30 | 1008136 | | 1-1/4" Polyvinyl Chloride Conduit Under Roadway | LF | 17 | | |
| 34 | 1012010 | | 1 Conductor No. 10 AWG Type THWN-2 | LF | 2,680 | | |
| 31 | 1015041 | A | Pull Box | EA | 2 | | |
| 32 | 1017003 | A | Central Base Station FRP Enclosure | EA | 1 | | |
| 33 | 1017039 | A | Modify Electrical Service Panel | LS | 1 | | |
| 34 | 1208931 | A | Sign face Sheet Aluminum (Type IX Retroreflective Sheeting) | SF | 2 | | |
| 35 | 1220004 | A | Project Funding Sign | SF | 32 | | |
| 36 | 1210105 | | Epoxy Resin Pavement Markings Symbols and Legends | SF | 16 | | |
| 37 | 1301303 | A | 1" Copper Pipe (Type K) | LF | 140 | | |
| 38 | 1303223 | A | 1" Service Tap and Meter (Water Service) | LS | 1 | | |

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
BID PROPOSAL**

BID #GL-2024-22

BIDDER NAME: _____

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

INDEX TO SPECIAL PROVISIONS

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

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NOTICE TO CONTRACTOR - PROTECTION AND COORDINATION OF EXISTING UTILITIES

Existing utilities shall be maintained during construction except as specifically stated herein and/or noted on the plans and as coordinated with the utilities. The Contractor shall verify the location of underground, structure mounted and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations.

The Contractor shall notify "Call Before You Dig", telephone: 8-1-1 or 1-800-922-4455 for the location of public utility, in accordance with Section 16-345 of the Regulations of the Department of Utility Control.

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

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

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

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

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

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

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

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

NOTICE TO CONTRACTOR – UTILITY COMPANIES

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

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

NOTICE TO CONTRACTOR – INTENT OF THE 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

RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT BID #GL-2024-22
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS

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.

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 July 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.

NOTICE TO CONTRACTOR – CONTAMINATED SOIL AREA

Adjacent to the project area depicted on the construction plans is an existing area of contaminated soil buried approximately 4 feet below existing grade which shall remain undisturbed at all times during Contractor operations for this project. Prior to the commencement of construction on this project, Town of Glastonbury personnel will field stake the limits of this area. Any disturbance within this area shall be repaired to its original state by the Contractor at no expense to the Town.

NOTICE TO CONTRACTOR – CONSTRUCTION ACCESS

Contractor is required to utilize the existing stone dust walking path traversing to Naubuc Avenue for construction access and deliveries to the site. Contractor is responsible for repairs to the existing surface to its original state at no additional cost to the Town. Contractor is required to perform daily inspections pertaining to vehicle tracking of debris onto Naubuc Avenue and sweep and clean the roadway as required.

NOTICE TO CONTRACTOR – RIVERFRONT COMMUNITY CENTER EVENTS

Contractor shall be aware of any events scheduled at this facility in the vicinity of project. The events calendar for this facility is located at:

<https://glastonburyct.myrec.com/info/calendar/default.aspx?FacilityID=14822&AreaID=0>.

The Glastonbury Apple Harvest Festival, a regional event drawing thousands of people, is scheduled for Friday, October 18, 2024 thru Sunday, October 20, 2024 from 7:00AM to 8:00PM each day. During this timeframe, if construction activity is not complete, the Contractor will be required to secure the site using 4' tall orange construction fence, clean up and organize the work area to remove stockpiled material or debris, and cease work on the project during this time period. Contractor is required to provide a safe, secure site at the end of each work day to prevent public intrusion during construction.

NOTICE TO CONTRACTOR – COORDINATION WITH THE METROPOLITAN DISTRICT COMMISSION (MDC)- WATER SERVICE CONNECTION

Contractor is responsible for all coordination with the Metropolitan District Commission (MDC) for the work required to perform the 1" water service tap on the existing water main, installation of service curb box, installation of water meter. Contractor is responsible for all application fees, scheduling MDC forces and coordination of required inspections by MDC personnel.

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT BID #GL-2024-22
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS**

NOTICE TO CONTRACTOR – CONCRETE COMPRESSIVE STRENGTH TESTING

The Town of Glastonbury will be retaining the services of a materials testing firm to perform compressive strength lab testing of concrete sample cylinders. The number of test sample cylinders shall be determined by the Engineer. Contractor is required to coordinate with the Town for the procurement of the concrete sample cylinders required for testing.

NOTICE TO CONTRACTOR- PAY ITEMS FOR PARKING LOT REHABILITATION ONLY

The following pay items in the contract will be measured for payment **only** in association with rehabilitation of the existing grass parking lot to create a gravel surface as shown on Sheet 3 of the construction plans: Item 0209001 Formation of Subgrade, Item 0212000 Subbase, Item 0212300 A Process Stone Base.

The same materials and operations described by the items above may be required for other pay items at other locations in the contract but are included in the unit price of those pay items and will not be measured separately for payment.

NOTICE TO CONTRACTOR- TRENCHING AND BACKFILLING ITEM

Work under this item shall consist of trenching, backfilling required for the proper installation of electrical conduit as outlined in the standard specification Section 10.01- Trenching and Backfilling at the locations shown on the plans or as directed by the Engineer. Trenching and backfilling required for installation of other contract items is considered included in the unit price bid for the associated item per the specifications.

NOTICE TO CONTRACTOR- ALLOWABLE HOURS OF OPERATION (WORK PERIOD)

All work within this contract shall be performed Monday through Friday between the hours of 7:00AM and 5:00PM. Work on weekends or Holidays will only be with approval by the Engineer.

SECTION 1.05 CONTROL OF WORK

Article 1.05.05 – Cooperation by Contractor

Add the following:

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

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

Article 1.05.06 – Cooperation with Utilities

Add the following:

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

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

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

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

SECTION 1.06 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. Pavilion Structure
2. Processed Stone Base
3. Subbase
4. Bituminous Concrete Pavement- HMA S0.375 (Driveway, Court Perimeter, Parking Lot)
5. Non-Woven Geotextile Fabric (Drainage)
6. Sedimentation Control Filter Fabric Fence
7. Sedimentation Control at Catch Basin
8. Concrete Mix Design (Sidewalk and Sidewalk Ramp, Pavilion Slab and Foundation Piers)
9. Detectable Warning Surface
10. 1" Copper Pipe (Type K)
11. Meter Box Components for 1" Service
12. 10 Mil Polyethylene Sheeting (Pavilion Slab)
13. 2" Washed Crushed Stone (Stone Infiltration Trench)
14. Nonwoven Geotextile Fabric (Marifi 170N or equal) (Stone Infiltration Trench)
15. 6" Perforated PVC Pipe (Stone Infiltration Trench)
16. 6" PVC Pipe, Fittings, Clean Outs
17. Precast Yard Drain 2' x 2'
18. Central Base Controller and Enclosure
19. Light Pole Base
20. Light Pole
21. Light Pole Fixture(s)- Type SA and SB
22. Pull Box
23. 1" Polyvinyl Chloride Conduit
24. 1-1/4" Polyvinyl Chloride Conduit
25. No. 10 Single Conductor
26. Turf Establishment Seed Mix
27. Turf Establishment Wetland Wildflower Mix

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.

RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT BID #GL-2024-22
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UTILITY COMPANIES WITHIN THE PROJECT AREA

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

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

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

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

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

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

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

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

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

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT BID #GL-2024-22
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS**

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
Phone: (860) 652-7743
Email: Stephen.braun@glastonbury-ct.gov

Glastonbury Police Department
2108 Main Street
Glastonbury, CT. 06033

Police Department Watch Commander
Phone: (860) 633-8301

Glastonbury Park & Recreation
2143 Main Street
Glastonbury, CT. 06033

Lisa Zerio
Director of Parks & Recreation
Phone: (860) 652-7687
Email: lisa.zerio@glastonbury-ct.gov

Glastonbury Tree Warden
2143 Main Street
Glastonbury, CT. 06033

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

Glastonbury Highway Department
2380 New London Turnpike
Glastonbury, CT. 06033

Charles Mahan
Physical Services Operations Manager
Phone: (860) 652-7750
Email: charles.mahan@glastonbury-ct.gov

Glastonbury Sanitation Department
2149 Main Street
Glastonbury, CT. 06033

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

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS**

BID #GL-2024-22

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. Work under this item shall also include installation of high visibility construction fence to secure the perimeter of the work area during construction as further described below.

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.

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 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.

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

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

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

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

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

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

Construction Fence: 4' tall high visibility construction fence shall be installed around the limits of work area for public safety and to prevent intrusion of the public into the work area.

If work is still underway during the weekend of the Apple Harvest Festival, fence location shall be reviewed with Town staff and adjusted as required to properly accommodate the festival activities and equipment.

Method of Measurement:

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

Basis of Payment:

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

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

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
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BID #GL-2024-22

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:

Section 2.02.05 Basis of Payment shall be amended as follows:

Earth Excavation is required for the rehabilitation of the existing parking lot and expansion of the existing Water Quality Basin shall be paid for at the contract lump sum for Earth Excavation as listed in the bid proposal.

All excavated materials shall be removed from the job site unless otherwise approved by the Engineer. No stockpiling of excavated materials within the flood zone will be permitted.

All other earth excavation including trench 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.

The contract price for earth excavation shall include all labor, equipment, materials, transportation, fuel, disposal, etc., for earth excavation, on site relocation of earth products and transportation and/or disposal of surplus earth materials. All surplus earth materials, including topsoil, shall be hauled off-site by the contractor and shall become property of the contractor. There shall be no separate payment for transportation or disposal of any surplus materials.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|---------------------------|--------------------|
| 0202000A | EARTH EXCAVATION | L.S. |

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ITEM # 0210019A STONE INFILTRATION TRENCH
ITEM # 0210020A STONE INFILTRATION TRENCH W/ 6" PERFORATED PVC

Description:

Work under this item shall consist of trench excavation and installation of a stone Infiltration trench or expansion of existing stone infiltration trenches including furnishing and installing perforated 6" PVC trench piping, PVC fittings, aggregate, and geotextile in the locations and to the lines, grades, and dimensions indicated on the plans or as directed by the Engineer. Proposed parking lot stone filtration trench discharge locations will require modification to the existing catch basin.

Materials:

Pipe and Fittings: Shall be 6" Perforated Schedule 40 PVC conforming to the requirements of Article M.08.01.

Aggregates: The aggregates specified for filling the stone infiltration trench shall be washed 2" crushed stone that meets the requirements of Article M.01.02 Course Aggregates Table M.01.02-2 No. 3 gradation.

Geotextile: Shall be TC Mirafi 170N non-woven geotextile fabric as manufactured by Tencate Geosynthetics North America or approved equal that meets the requirements of GEOTEXTILE SUBSURFACE DRAINAGE CLASS A, of the Department of Transportation "Qualified Products List for Connecticut Department of Transportation Projects", latest edition.

Construction Methods:

Trench excavation, backfill and dewatering for these items shall be in conformance with Section 2.86-Drainage Trench Excavation of the Form 818.

The dimensions of the trench shall be as indicated on the plans and details or as directed by the Engineer. Where the bottom of the trench is unstable or in rock, the trench shall be excavated 6 inches deeper and an additional 6 inches layer of granular fill or aggregate similar to that used to fill the trench shall be placed and compacted in the trench.

Geotextile fabric shall be installed along the bottom, ends and sides of the excavated trench prior to installation of aggregate leaving enough fabric to wrap the entire trench upon completion.

Trench aggregate shall be placed to a depth of 18 inches and tamped true to grade. The 6" perforated PVC pipe shall be placed and firmly bedded in the aggregate as indicated on plans.

When the pipe used has a bell, the pipe shall be installed with the bell end upgrade with the spigot end entered fully into the adjacent bell.

After the 6" perforated PVC pipe has been installed as described above, the aggregate shall be placed carefully around, along and over the pipe to a height of 12 inches above the top of the pipe. The remainder of the trench shall be filled with additional aggregate and tamped in layers to the elevations shown on the plans or as directed by the Engineer.

Contractor shall modify the existing catch basin for installation of the 6" perforated PVC stone infiltration trench discharge locations to the lines and grades depicted on the plans and details or as directed by the Engineer.

Method of Measurement:

Stone Infiltration Trench will be measured by the actual number of linear feet of completed and accepted "Stone Infiltration Trench".

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Stone Infiltration Trench W/ 6" Perforated PVC will be measured by the actual number of linear feet completed and accepted "Stone Infiltration Trench W/ 6" Perforated PVC".

Trench excavation, dewatering, aggregate backfill, 6" perforated PVC Piping and fittings, Non-Woven Geotextile, modification to the existing catch basin and consolidation will not be measured for payment, but will be considered as included in the contract linear foot price for either "Stone Infiltration Trench" or "Stone Infiltration Trench W/ 6" Perforated PVC".

Basis of Payment:

This work will be paid for at the contract linear foot price for either "Stone Infiltration Trench" or "Stone Infiltration Trench W/ 6" Perforated PVC" complete in place, which price shall include 6" perforated PVC trench piping and fittings, trench excavation, dewatering, backfilling and consolidation, geotextile, aggregate, modification to existing catch basin, disposal of surplus material, all equipment, tools, labor and materials incidental thereto.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|--|--------------------|
| 0210019A | STONE INFILTRATION TRENCH | L.F. |
| 0210020A | STONE INFILTRATION TRENCH W/ 6" PERFORATED PVC | L.F. |

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ITEM # 0212000A SUBBASE

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

Materials:

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

Note: Measurement and payment for this item shall apply only to rehabilitation of the grass parking lot shown on Sheet 3 of the plans. All other contract work utilizing this material shall be included for payment under the associated item.

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SPECIAL PROVISIONS

ITEM # 0305002A PROCESSED STONE BASE

This item shall conform to Section 3.04 PROCESSED AGGREGATE BASE, of the Form 818, amended as follows:

Materials:

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.

Note: Measurement and payment for this item shall apply only to rehabilitation of the grass parking lot shown on Sheet 3 of the plans. All other contract work utilizing this material shall be included for payment under the associated item.

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SPECIAL PROVISIONS**

BID #GL-2024-22

ITEM # 0502101A 30' x 40' PAVILION STRUCTURE (COMPLETE)

Description:

Work under this item shall consist of designing, furnishing and installing a 30' x 40' vinyl clad hip roofed pavilion structure on concrete pier foundations and reinforced concrete pad. Work shall include the design of the pavilion structure, foundations, and base slab by a Connecticut licensed professional structural engineer including preparation of all necessary drawings and calculations. Work under this item shall also include all necessary building permits (no fee for town projects), all excavation to the depths and limits depicted on the contract drawings and details, formation of subgrade, furnishing, installation, and compaction of process aggregate base, foundations, concrete pad, all electrical conduits and wiring necessary for lights, outlets and ceiling fan(s) as described on plans and specifications and as required per local building codes, and all other related work as described in this specification and as required for conformance with the approved shop drawings and as necessary for a complete functioning pavilion structure.

Submittals:

Shop Drawings: Submittal of plans, details and structural design computations prepared by or under the supervision of a qualified Connecticut Licensed professional structural engineer for the pavilion structure including pier foundations and reinforced concrete pad and with all necessary structural and architectural plans and details, as well as installation procedures as per these specifications and as required for issuance of a building permit.

Product data shall be provided for the following:

Process Stone Base

Concrete for Pier Foundations and Reinforced Concrete pad

Wire Mesh Reinforcement

Vapor Barrier

Electrical Work (Wiring, conduit, junction boxes, outlets, lights, ceiling fans)

Materials:

PAVILION STRUCTURE

Structure shall be a 30' x 40' wood framed, vinyl clad building with 30-year architectural shingles and hipped roof with a 5.75" in 12" pitch pavilion structure as shown on the project plans and as manufactured by The Barn Yard, Manufacturing and Design Facility, 9 Village Street, Ellington, CT. 06029 or approved equal

CONCRETE FOR PIER FOUNDATIONS AND REINFORCED CONCRETE PAD

Form 818 Section M.03 "Class PCC0354Z- 3,500 PSI in 28 days" for concrete material requirements.

PROCESS 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.

VAPOR BARRIER

Vapor barrier shall be 2 layers of 10 Mil. polyethylene sheeting installed under concrete slab.

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CONCRETE PAD REINFORCMENT

Concrete pad reinforcement shall be furnished and installed per the contract drawings and details. Materials utilized shall meet the requirements of Article M.06.01- Reinforcing Steel of the Form 818.

PAVILION ELECTRICAL IMPROVEMENTS

Electrical service including all necessary wiring and conduits shall be extended from the nearby pull box to the pavilion under this lump sum item and the following electrical improvements provided for the pavilion:

- Provide and install four (4) outdoor rated GFCI receptacles at the four corner posts of the pavilion.
- Provide and install four (4) outdoor rated ceiling light fixtures for interior illumination of the pavilion, fixture to be selected and approved by the Town.
- Pavilion two (2) outdoor rated ceiling fan(s) with lights, fixture to be selected and approved by the Town.
- Provide two (2) exterior lights mounted to the east side of the pavilion to illuminate the entrance / exit of the pavilion for night time operations.
- Provide and install all necessary conduit, wiring, boxes, switches, etc. as required to accomplish the aforementioned work in accordance with the specifications and building codes.

Construction Methods:

EARTH EXCAVATION

Contractor to perform all excavation required for installation of the pavilion concrete pier foundations and reinforced concrete pad to the depths and dimensions depicted on the contract drawings or as directed by the Engineer. All subgrade unsuitable material shall be excavated and removed from the site.

PAVILION CONCRETE PIER FOUNDATIONS

Pavilion concrete pier foundations of the size designed and specified by the Structural Engineer to adequately support the proposed pavilion structure shall be installed in the locations depicted on the final approved plans. Pier foundations shall have required pavilion post anchoring system installed per the pavilion manufactures requirements. The required pier foundation design shall meet all Federal, State, and Local building codes.

REINFORCED CONCRETE PAD

Contractor to install process stone base to the dimensions and depths specified by the Structural Engineer identified on contract drawings. Process stone base shall be thoroughly compacted to 95% density. Two (2) layers of 10 mil polyethylene vapor barrier shall be installed in a crossing pattern prior to installation of the concrete pad. Contractor to install concrete pad reinforcement per the contract drawings and details. Concrete pad shall be installed to the dimensions and depths per the contract drawings and details. Concrete pad surface shall receive a textured medium broom finish.

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.

FURNISHING AND INSTALLING PAVILION STRUCTURE

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Contractor is required to procure, deliver, store, and erect an approved pavilion structure in the locations depicted on the contract drawings and per manufactures specifications.

Contractor is responsible for any damage to the pavilion structure during delivery, storage and/or erection. Repairs to the damaged areas are to be repaired at the Contractors expense.

PAVILION STRUCTURE ELECTRICAL IMPROVEMENTS

Contractor is responsible to provide all required design plans depicting proposed electrical improvements within the pavilion as described previously and as necessary for compliance with building codes and issuance of building permits.

Method of Measurement:

30' X 40' Pavilion Structure (Complete) is being paid for on a lump sum basis, and will not be measured for payment.

Basis of Payment:

Payment for this work will be made at the contract unit price Lump Sum for "30' x 40' Pavilion Structure (Complete)", as shown on the plans, completed and accepted in place. The price shall include the cost of design and materials for the pavilion structure including furnishing and installing concrete pier foundations, reinforced concrete pad, excavation, formation of subgrade, process stone base, compaction, vapor barrier, concrete pad reinforcement, concrete pad installation, delivery and storage of the pavilion structure, installation of the pavilion structure, designing, furnishing and installing pavilion structure electrical improvements within the limits described including wiring, conduit, junction boxes, outlet boxes, lighting, receptacles, switches, ceiling fan(s), and all tools, labor, equipment, testing and work incidental thereto. The design and preparation of working drawings and the services of the Supplier's Technical Representatives shall be included in the Contract unit price.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|-----------------|---|-------------|
| 0502101A | 30' X 40' PAVILION STRUCTURE (COMPLETE) | L.S. |

ITEM # 0507897A PRECAST CONCRETE YARD DRAIN 2' x 2'

Description:

The work under this item shall consist of furnishing and installing a Precast Yard Drain 2' x 2' with cast iron grate in conformity with the lines, grades, dimensions and details shown on the plans or as directed by the Engineer.

Materials:

Precast Yard Drain 2' x 2' shall conform to United Concrete Products, Inc. "2' x 2' Yard Drain Riser with Base and Riser" or approved equal.

Yard drain grate shall be cast iron having the frame dimensions of 2'6" x 2'6" x 4".

Drainage structures shall meet the requirements of M.08.02 and shall utilize concrete with a 28-day minimum compressive strength of 4000 psi.

Galvanizing shall meet the requirements of M.06.03.

Mortar shall meet the requirements of M.11.04.

Butyl rubber joint seal shall meet the requirements of ASTM C990.

Granular fill, if necessary, shall meet the requirements of M.02.01.

Protective compound material shall be a type listed on the Department's Qualified Products List and be acceptable to the Engineer, as specified in M.03.09.

Construction Methods:

Drainage trench excavation, including rock in drainage trench excavation and backfilling, shall be performed in accordance with 2.86.03 and the requirements of the plans.

Where a drainage structure is to be installed below the surface, a drainage trench shall be excavated to the required depth, the bottom of which shall be graded to the elevation of the bottom of the proposed drainage structure or to ensure a uniform foundation for the structure.

Where a firm foundation is not encountered at the grades established due to unsuitable material, such as soft, spongy, or unstable soil, the unsuitable material shall be removed and replaced with approved granular fill, thoroughly compacted in lifts not to exceed 6 inches. The Engineer shall be notified prior to removal of the unsuitable material in order to determine the depth of removal necessary.

Drainage structures shall be constructed in accordance with the plans and the requirements contained herein for the character of the work involved. The provisions of 6.02.03 pertaining to bar reinforcement shall apply except that shop drawings need not be submitted for approval unless called for in the plans, Contract or directed by the Engineer. Welding shall be performed in accordance with the applicable sections of the AWS Structural Welding Code, D1.1.

All masonry units shall be laid in full mortar beds.

Metal fittings for catch basins, manholes or drop inlets shall be set in full mortar beds or otherwise secured as shown on the plans.

All inlet and outlet pipes shall be set flush with the inside face of the wall of the drainage structure as shown on the plans. The pipes shall extend through the walls for a sufficient distance beyond the outside surface

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to allow for satisfactory connections, and the concrete or masonry shall be constructed around them neatly to prevent leakage along their outer surfaces.

Backfilling shall be performed in accordance with 2.86.03.

Method of Measurement:

Drainage Trench Excavation: In accordance with 2.86.04, excavation for drainage trench will not be measured for payment but shall be included in the Contract unit price for the type of structure being installed.

Precast Yard Drain 2' x 2' will be measured as separate units, complete, installed and approved.

Basis of Payment:

Drainage Trench Excavation for the installation of proposed structures described herein will be included in the unit price paid for the respective drainage Contract item(s) for which the excavation is being performed, in accordance with the provisions of 2.86.05.

Yard Drain 2' x 2' will be paid for at the Contract unit price for each "Precast Yard Drain 2' x 2'" complete in place, which price shall include all excavation, backfill, cast iron grate, materials, equipment, tools and labor incidental thereto.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|----------------------------|--------------------|
| 0507897A | PRECAST YARD DRAIN 2' X 2' | EA. |

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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. Sidewalk construction shall include the removal of existing and construction of new building lateral walks where new sidewalk grades make it necessary. The sidewalk shall pitch to the street at a slope of ¼-inch per foot or as directed by the Engineer.

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

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

Materials:

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

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

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.

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.

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

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

Construction Methods:

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

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

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

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

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

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 1/4-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.

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

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

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

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

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

Method of Measurement:

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

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

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

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

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

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

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

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

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

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

Basis of Payment:

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

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

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

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

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

| <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. |

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ITEM # 0922001A BITUMINOUS CONCRETE SIDEWALK
ITEM # 0922500A BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL)

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

Description:

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

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

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

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

Construction Methods:

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

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

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

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

Bituminous Concrete Surface:

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

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

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

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

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

Bituminous Concrete Sidewalk: This work will be measured by the actual number of square yards of completed and accepted Bituminous Concrete Sidewalk.

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

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

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

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

Basis of Payment:

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

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|---|--------------------|
| 0922001A | BITUMINOUS CONCRETE SIDEWALK | S.Y. |
| 0922500A | BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL) | S.Y. |

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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 other 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:

Furnishing and Placing Topsoil will be measured by the actual number of square feet of completed and accepted Furnishing and Placing Topsoil.

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. |

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**ITEM # 0950005A TURF ESTABLISHMENT
ITEM # 0950017A TURF ESTABLISHMENT-WETLAND WILDFLOWER MIX**

Description:

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, wetland wildflower mix, seed, and mulch on all areas to be treated as shown on the plans or where designated by the Engineer.

Materials:

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

Seed mix for 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 Wildflower Mix for Water Quality Basin area shall be "New England Wildflower Mix" as listed within New England Wetland Plants, Inc.'s catalog or approved equal.

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 the grass seeding growth has attained a height of 6 inches, the areas of Turf Establishment 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. Areas of Wetland Seeding shall not be mowed.

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 turf established slopes of 4:1 or flatter and level turf established (seeded) areas to a height of 3 inches when the grass growth attains a height of 6 inches. Wetland Seeding areas shall not be mowed. Clean-up shall include, but not be limited to, the removal of all debris from the turf establishment and wetland seeding operations on the shoulders, pavement, and/or elsewhere on adjacent properties publicly and privately owned.

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 wildflower mix 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.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Turf Establishment" or "Turf Establishment- Wetland Wildflower Mix" as listed in the Bid Proposal, which price shall include all materials,

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mowing, maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|---|--------------------|
| 0950005A | TURF ESTABLISHMENT | S.Y. |
| 0950017A | TURF ESTABLISHMENT-WETLAND WILDFLOWER MIX | S.Y. |

ITEM # 1002010A LIGHT POLE BASE

Description:

This item shall consist of furnishing and installing a light standard foundation (light pole base) of the type called for at the location and to the dimensions and details shown on the plans or as directed by the Engineer. Rock, in so far as it applies to "Rock in Foundation Excavation," shall be defined as rock in definite ledge formation, boulders, or portions of boulders, cement masonry structures, concrete structures or Portland cement concrete pavement which has a cross-sectional area that exceeds 50% of the cross-sectional area of the designed foundation hole.

Materials:

Light pole base shall be 30" Dia. x 60" Deep round reinforced cast-in-place or precast. Reinforcing shall be 8- #6 bar vertical with #4 ties at 12" O.C. Concrete shall be minimum 3,000 psi with $\frac{3}{4}$ " maximum aggregate. Provide galvanized steel anchor bolts as required to match pole base bolt pattern.

The materials for the work shall be as specified in the following sections of the Form 818:

M.02.01 for Granular Fill

M.03 for Class PCC03340 Concrete

M.04.01 for HMA S0.375 Bituminous Concrete

M.06.01 for Bar Reinforcement

M.08.02-4 for Precast Concrete

M.15.09 for Electrical Conduit

M.15.15-7 for Ground Rods

Construction Methods:

The Light Pole Base shall be constructed in accordance with the pertinent provisions of Form 818 Section 6.01.03. The finished elevation of the top of the foundation shall be as shown on the plans. The final elevation of the top of the light standard foundation shall be 3 inches above finished grade or as directed by the Engineer. The top of the foundation shall be level in all respects. Light Pole Base shall have 1" chamfered edges.

Necessary electrical conduit, anchor bolts, ground rod sleeves and ground rods shall be placed in proper position and shall be held in place by means of a template. The concrete may be placed against the sides of the excavation, however, the exposed portion of the foundations shall be formed to the neat lines as shown on the plans. When in the judgment of the Engineer, unusual soil conditions prevent excavation to neat lines as shown on the plans, the complete foundation shall be formed.

After the forms have been completely removed, the entire excavation shall be backfilled in accordance with Form 818 Section 2.14. All conduits shall be capped with standard pipe caps before placing the concrete and shall remain capped until the cable is installed. Electrical conduit of the size indicated shall extend 2 feet outside the foundation. All portions of the foundations which will remain exposed to view shall be finished to the satisfaction of the Engineer. Forms shall not be removed until after the concrete has hardened properly and not less than 24 hours after the concrete has been placed. The Contractor shall allow sufficient time for the foundation to cure before placing any strain on the foundation. Steel poles shall not be installed until a minimum of seven days after the concrete has been placed and a minimum of ten days before making span wire attachments thereto. Mast arm assemblies shall not be installed until 10 days after the concrete has been placed.

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Method of Measurement:

Light Pole Base shall be measured for payment by the number of units installed and accepted. This measurement shall include the electrical conduit sweeps which shall extend 2 feet outside of the foundation.

The rock-in-foundation excavation, if encountered, will be measured and paid for as extra work.

Basis of Payment:

This work will be paid for at the Contract unit price each for "Light Pole Base" of the type called for, which price shall include all materials, equipment, forms, excavation, disposal of surplus material, concrete, electrical conduit sweeps, conduit caps, ground rod, sleeves, bonding bushings, anchor bolts, backfill.

When rock is encountered within the limits of excavation, its removal will be paid for as extra work.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|---------------------------|--------------------|
| 1002010A | LIGHT POLE BASE | EA. |

RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT BID #GL-2024-22
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS

After the light pole has been set plumb, the Contractor shall solidly grout in all voids between the top of the concrete light pole base and the bottom of the pole base plate. The Contractor shall provide a channel through the grout for drainage from the pole interior utilizing non-shrink grout.

Method of Measurement:

Light Pole and Fixture- Type SA shall be measured for payment by the number of each installed, accepted, and fully functioning.

Light Pole and Fixture- Type SB shall be measured for payment by the number of each installed, accepted, and fully functioning.

Basis of Payment:

This work will be paid for at the Contract unit price each for "Light Pole and Fixture- Type SA" or "Light Pole and Fixture- Type SB" of the type called for, which price shall include furnishing, delivery, storage, and installation of light pole and fixture(s), grouting, permits, all materials, equipment, tools, labor, and work incidental thereto.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|--------------------------------|--------------------|
| 1003599A | LIGHT POLE AND FIXTURE TYPE SA | EA. |
| 1003600A | LIGHT POLE AND FIXTURE TYPE SB | EA. |

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT BID #GL-2024-22
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS**

ITEM # 1015041A PULL BOX

Work under this item shall conform to the contract drawings applicable provisions of Section 10.10- Concrete Handhole of the Standard Specifications Form 818 amended as follows:

Description:

This item shall consist of furnishing and installing a pull box of the type called for at the location and to the dimensions and details shown on the contract drawings, or as directed by the Engineer.

Materials:

Pull Box: Pull box shall be 11" x 18" x 36" gasketed with open bottom and heavy-duty cover. Hubbell (Quazite) #(2) PG118BG18 with cover #PG118HG17 or approved equal.

Method of Measurement:

This work will be measured for payment by the number of pull box(s), complete and accepted in place.

Basis of Payment:

This work will be paid for at the Contract price each for "Pull Box" complete in place, which price shall include all materials, furnishing and installing pull box and cover, grounding tab, crushed stone, excavating, backfilling and replacement of bituminous sidewalk and pavement, including grading and placing topsoil, seeding, fertilizing, mulching and all equipment, tools, labor and work incidental thereto

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|---------------------------|--------------------|
| 1015041A | PULL BOX | EA. |

ITEM # 1017003A CENTRAL BASE STATION FRP ENCLOSURE

Description:

The work included in this item shall consist of furnishing and installing of a Central Base Station Site Controller with built in Wi-Fi for remote control of the proposed pickleball court illumination as shown on the contract drawings and details or where designated by the Engineer.

Materials:

Synapse Wireless Base Station: Shall be model # CBSSW-450-002 or approved equal.

FRP Enclosure with Keylock Assembly: Shall be Allied Moulded Products FRP Enclosure #AM24200R3PT with FRP Keylock Assembly Kit #AMKEYLOCKRC or approved equal.

Stainless Steel Unistrut Support Frame: Shall be constructed from stainless steel conforming to the dimensions depicted on the plans and details.

Process 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.

Concrete Pad: 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.

Construction Methods:

Contractor is required to excavate to the lines and grades depicted on the plans and details for installation of the concrete pad and process stone base. Process stone base shall be installed to the limits and depths depicted on the plans and details and be thoroughly compacted prior to installation of the concrete pad.

Contractor to install concrete pad reinforcement per the plans and details or as directed by the Engineer.

Concrete pad shall be installed to the dimensions, elevations, and depths depicted on the plans and details or as directed by the Engineer.

Concrete pad surface to receive a medium broom finish.

Contractor to backfill around concrete pad once forms are removed.

Stainless Steel Unistrut support frame is to be mounted evenly spaced on the concrete pad utilizing pre-drilled, chemically anchored stainless steel mounting hardware.

FRP enclosure is to securely mounted on the stainless steel Unistrut support frame utilizing stainless steel hardware.

Central Base Station Controller is to be installed within the FRP enclosure per the plans and details or as directed by the Engineer.

Contractor is required to make all the necessary electrical connections and initial Central Base Station Controller setup to provide a fully functioning system.

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ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS

Contractor is required to submit all manuals, warrantee documentation, and software associated with this item.

Method of Measurement:

Central Base Station FRP Enclosure shall be measured for payment by the number of each installed, accepted, and fully functioning.

Basis of Payment:

This work will be paid for at the contract unit price each for "Central base Station FRP Enclosure" which price shall include excavation, installation and compaction of process stone base, installation of concrete pad, concrete pad reinforcement, furnishing and installing stainless steel Unistrut support frame and anchors, furnish and install FRP Enclosure, furnish and install central base station controller, electrical connections, controller configuration and setup, backfilling, restoration, permits, all materials, equipment, tools, labor, and work incidental thereto.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|------------------------------------|--------------------|
| 1017003A | CENTRAL BASE STATION FRP ENCLOSURE | EA. |

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS**

BID #GL-2024-22

ITEM # 1017039A MODIFY ELECTRICAL SERVICE PANEL

Description:

The work included in this item shall consist of modification to existing electrical service panel as required to provide a new electrical service for the proposed pickleball court lighting control branch circuit and proposed pavilion branch circuits, with other necessary work as shown on the plans and details or where designated by the Engineer.

Materials:

Materials required for this item shall be in conformance with the approved electrical plans incorporated within the contract drawings as outlined in the location of the existing CNG (Connecticut Natural Gas) switchgear.

Construction Methods:

Contractor is required to modify the existing panel board, furnish and install new conduit, wiring, etc. as outlined in the approved electrical plans within the contract drawings.

All work shall be in compliance with federal, state, and local electrical codes. Contractor is responsible for all permits and scheduling inspections.

Method of Measurement:

Modify Electrical Service Panel is being 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 unit price Lump Sum for "Modify Electrical Service Panel" which price shall include furnishing and installation of new panelboard, new circuit breakers, wiring, permits, all materials, equipment, tools, labor, and work incidental thereto.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|---------------------------------|--------------------|
| 1017039A | MODIFY ELECTRICAL SERVICE PANEL | LS |

RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT BID #GL-2024-22
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS

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

Section 12.08 is supplemented and amended as follows:

Description: *Add the following:*

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

Construction Methods: *Delete the last sentence and add the following:*

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

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

Method of Measurement: *Add the following:*

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

Basis of Payment: *Replace the entire Article with the following:*

This work will be paid for at the Contract unit price per square foot for "Sign Face - Sheet Aluminum" of the type specified complete in place, adjusted by multiplying by the applicable Pay Factor listed in the table below. The price for this work shall include the completed sign, metal sign post(s), span-mounted sign brackets and mast arm-mounted brackets, mounting hardware, including reinforcing plates, field testing, restoration and replacement of defective base post(s), and all materials, equipment, and work incidental thereto.

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

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

| Number of Posts in Project => | 50-100 | 101-250 | 251-1000 | >1000 |
|---|----------------|-----------------|-----------------|-----------------|
| Sample Size=> | 5 Posts | 10 Posts | 40 Posts | 60 Posts |
| 0 Defects | 1.0 | 1.0 | 1.025 | 1.025 |
| 1 Defect | 0.9 | 0.95 | 0.975 | 0.983 |
| 2 Defects | Rejection | 0.9 | 0.95 | 0.967 |
| 3 Defects | Rejection | Rejection | 0.925 | 0.95 |
| 4 Defects | Rejection | Rejection | 0.9 | 0.933 |
| 5 Defects | Rejection | Rejection | Rejection | 0.917 |

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ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS**

BID #GL-2024-22

| | | | | |
|-------------------|-----------|-----------|-----------|-----------|
| 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.

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS**

BID #GL-2024-22

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 ROYAL 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 in a prominent location to be determined by the Engineer.

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

Method of Measurement:

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

Basis of Payment:

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

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

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
PROJECT SIGN**

8'-0"

4'-0"



RIVERFRONT COMMUNITY CENTER
PAVILION AND PICKLEBALL COURT
LIGHTING PROJECT



TOWN OF GLASTONBURY

Constructed in cooperation with the

STATE OF CONNECTICUT
NED LAMONT, GOVERNOR

Department of Economic and Community Development
David Lehman, Commissioner

and the
Town of Glastonbury
Jonathan Luiz, Town Manager

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

TYPEFACE: HELVETICA MEDIUM

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

STATE SEAL & DECD LOGO: ATTACHED

STATE SEAL



DECD LOGO



**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS**

BID #GL-2024-22

ITEM # 1301303A 1" COPPER PIPE (TYPE K)

Description:

The work specified in this section includes furnishing and installing 1-inch diameter copper pipe (Type K) as directed, to the lines and grades shown on the contract drawings, complete as shown, specified and directed. The work includes all work as specified and directed including transporting materials, trenching, disposing of unused excavated materials, furnishing and installing the 1" water service from water meter to the proposed pavilion with necessary hose bibs, fittings, valves, appurtenances, air valves, thrust blocks and utility identification tape, backfilling and compacting of trenches, furnishing additional material for backfilling, miscellaneous grading, bracing, pumping, pressure testing, and all incidental work, except as otherwise provided for.

Reference to "District" refers to "The Metropolitan District".

All water service connection work shall be done in accordance with District standards.

A valid State of Connecticut Plumbing license (P-1, P-7, or W-9) for plumbing/piping is required prior to obtaining a local plumbing permit from the Town of Glastonbury.

Materials:

COPPER PIPE: The copper tubing shall conform to ASTM B88, Type K of the soft variety. Tubing shall be continuous and 1-inch minimum in diameter unless shown otherwise.

FITTINGS AND VALVES: All brass fittings and valves shall be of standard design generally used by water utilities and be in accord with ASTM B 62 and ANSI/AWWA C800. The properly sized corporation will be furnished and installed by District forces.

All fittings and valves shall be compression for copper pipe or threaded for valves or wrought iron pipe. Compression fittings, valves, etc., shall be of the design employing the pipe clamp feature.

UTILITY IDENTIFICATION TAPE. The tape shall be 4-inches wide non-detectable, designed to withstand extended underground exposure, colored blue and be durably imprinted with an appropriate warning indicating the presence of the buried pipe.

Construction Methods:

INSPECTION BEFORE INSTALLATION: All tubing, pipe, fittings and valves shall be carefully examined for defects and no material shall be installed which is known to be defective. Should any defective tubing, pipe, fitting or valve be discovered after being installed, it shall be removed and replaced with sound material at no additional cost to the Town of Glastonbury.

INSTALLATION: The top of the service pipe shall be at least 4-1/2 feet below proposed finished grade and shall be laid on a 4-inch thick sand bed, the trench shall be refilled with special trench refill to the sub-grade level of the surfacing material.

Pipe shall not be laid in a trench with other pipes or conduits unless separated from the other pipes or conduits by at least 2 feet and laid on undisturbed earth shelf. All service pipes shall be laid, in so far as is practicable, in a straight line from the main pipe to the connection point unless otherwise approved by the Engineer. At least 18" inches clearance shall be maintained when the service is installed beneath storm and/or sanitary sewers.

The utility identification tape shall be placed approximately two (2) feet above the top of the pipe.

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The new water service components shall be installed complete, from the 1 " copper fitting within the water meter box to a proposed hose bib mounted on the outside pavilion structure post depicted on the contract drawings or as directed by the Engineer.

The Contractor is advised that the detail shown on the Contract Drawings is intended only to show a typical installation, and that the exact details of any particular installation will depend on the conditions found upon excavating for the proposed water service. The size, type and number of components required for any water service connection may vary significantly from that shown. The Contractor shall have no claim for additional compensation beyond that indicated in the Proposal, or claim for delay, because of any work or materials required for the satisfactory completion of a water service connection.

Method of Measurement:

This work will be measured for payment by the accepted number of linear feet of "1" Copper Pipe (Type K)" installed and accepted by the Engineer.

The 4-inch sand bedding and the bank run gravel used for trench backfill will not be measured for payment, but will be considered as included in the price bid for "1" Copper Pipe (Type K)".

Utility identification tape will not be measured for payment, but will be considered as included in the price bid for "1" Copper Pipe (Type K)".

Support of excavation and dewatering will not be measured for payment, but will be considered as included in the price bid for "1" Copper Pipe (Type K)".

Basis of Payment:

This work will be paid for at the Contract unit price per linear foot "1" Copper Pipe (Type K)", installed, complete and accepted, which prices shall include all permits, trenching, shoring, dewatering, bedding material, backfill, compaction, all fittings and valves, pressure testing, furnishing and installing hose bib mounted to pavilion, all materials, equipment, tools and labor incidental thereto.

No direct payment will be made for any work done or materials used in making the connection tight.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|---------------------------|--------------------|
| 1301303A | 1" COPPER PIPE (TYPE K) | L.F. |

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS**

BID #GL-2024-22

ITEM # 1303223A 1" SERVICE TAP AND METER (WATER SERVICE)

Description:

The work specified under this item is for providing a 1" water service tap on the existing water main, installation of an MDC approved service curb box, and installation of an MDC approved water meter and meter box including all required copper piping, fittings, valves, etc. as directed, to the lines and grades shown on the contract drawings, complete as shown, specified and directed.

Reference to "District" refers to "The Metropolitan District".

All water service connection work shall be done in accordance with District standards.

A valid State of Connecticut Plumbing license (P-1, P-7, or W-9) for plumbing/piping is required prior to obtaining a water service permit from the District.

Materials:

COPPER PIPE: The copper tubing shall conform to ASTM B88, Type K of the soft variety. Tubing shall be continuous and 1-inch minimum in diameter unless shown otherwise.

FITTINGS AND VALVES: All brass fittings and valves shall be of standard design generally used by water utilities and be in accord with ASTM B 62 and ANSI/AWWA C800. The properly sized corporation will be furnished and installed by District forces.

All fittings and valves shall be compression for copper pipe or threaded for valves or wrought iron pipe. Compression fittings, valves, etc., shall be of the design employing the pipe clamp feature.

UTILITY IDENTIFICATION TAPE: The tape shall be 4-inches wide non-detectable, designed to withstand extended underground exposure, colored blue and be durably imprinted with an appropriate warning indicating the presence of the buried pipe.

METER BOX: Meter box shall be constructed utilizing a 20" or 21" PVC Pipe cut to size installed vertically topped with a standard double lid cover (heavy duty) with inner aluminum lid No. W3 HAL Wabash Ford Meter Box or approved equal.

SERVICE CURB BOX: Shall be per District standards.

Construction Methods:

Contractor is required to make application to the District for a new water service connection including application fees, scheduling water service tap and installation of a service curb box by District forces.

District forces shall make the proposed 1" Copper Water Service connection tap to the existing water main, installation of a service curb box and installation of a District approved meter. The Contractor shall provide the properly shored and dewatered excavation so that District forces can make the 1" tap connection to the water main and installation of the service curb box. Contractor is responsible for furnishing and installing the proposed meter box per District standards and backfilling all disturbed areas.

The utility identification tape shall be placed approximately two (2) feet above the top of the pipe.

The Contractor is advised that the detail shown on the Contract Drawings is intended only to show a typical installation, and that the exact details of any particular installation will depend on the conditions found upon excavating for the proposed water service. The size, type and number of components required for any water service connection may vary significantly from that shown. The Contractor shall have no claim for

RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT BID #GL-2024-22
ILLUMINATION AND PARKING LOT REHABILITATION
SPECIAL PROVISIONS

additional compensation beyond that indicated in the Proposal, or claim for delay, because of any work or materials required for the satisfactory completion of a water service connection.

Scheduling: All taps of the water main, restraining of existing gate valves, installation of service curb box, furnishing and installing District approved meter will be performed by District forces upon request. Taps and restraint shall be requested a minimum of forty-eight (48) hours before they are desired by calling the District's Systems Repair Activity at 278-7850, extension 3615.

Method of Measurement:

1" Service Tap and Meter (Water Service) is being paid for on a lump sum basis, and will not be measured for payment.

1" Copper Pipe (Type K) from the Meter Box to the Pavilion will be measured for payment under Item #1301303A- 1" Copper Pipe (Type K) contained within these specifications.

Basis of Payment:

This work will be paid for at the contract unit price Lump Sum for "1" Service Tap and Meter (Water Service)" which price shall include all application fees, permits, coordination with the District, excavation, shoring, dewatering, bedding material, backfill, compaction, furnishing and installing meter box, water meter installation, copper piping, fittings, valves, all materials, equipment, tools, labor, and work incidental thereto.

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> |
|------------------------|---|--------------------|
| 1303223A | 1" SERVICE TAP AND METER (WATER SERVICE) | LS |

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION**

BID #GL-2024-22

ATTACHMENT A:

REQUIRED STATE CONTRACT PROVISIONS

STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____) **ss:** *A.D., 20* _____

)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

(Notary Public) (Seal)

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

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1. Specific Equal Employment Opportunity Responsibilities

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

2. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit D hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 818), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

3. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

4. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

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

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

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

6. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

7. NonDiscrimination

- (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and

permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by

regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

8. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

9. Connecticut Freedom of Information Act

- (a) Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

10. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

11. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit B, and hereby made part of this Contract.

13. Forum and Choice of Law

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

14. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

15. Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

16. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

17. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The

20. Sovereign Immunity

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

21. Large State Contract Representation for Contractor

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

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

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

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

23. Iran Investment Energy Certification

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

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

24. Access to Contract and State Data

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

25. Affirmative Action Policy Statement

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

EXHIBIT A

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES July 2022

1. General:

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

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

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

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

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

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

2. Equal Employment Opportunity Policy:

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

3. Project Workforce Utilization Goals:

These goals are applicable to all construction projects performed in the covered area work (whether the project is federal or state funded). If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

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

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

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

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

State Utilization Goals
See Appendix A

Federal Utilization Goals
See Appendix B

4. **Executive Order 11246**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Subcontracting:

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

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

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

6. Records and Reports:

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

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

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

c. For Federal Highway Administration funded projects only:

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

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

LABOR MARKET AREA GOAL
Female

Minority

| | |
|-------------------|--------------|
| Bridgeport | 22.7% |
| 1.4% | |

| | | | |
|---------|--------------|------------|-----------|
| Ansonia | Beacon Falls | Bridgeport | Derby |
| Easton | Fairfield | Milford | Monroe |
| Oxford | Seymour | Shelton | Stratford |

Trumbull

| | |
|----------------|--------------|
| Danbury | 10.7% |
| 3.8% | |

| | | | |
|------------|---------------|-------------|---------|
| Bethel | Bridgewater | Brookfield | Danbury |
| Kent | New Fairfield | New Milford | Newtown |
| Redding | Ridgefield | Roxbury | Sherman |
| Washington | | | |

| | |
|------------------|-------------|
| Danielson | 4.3% |
| 1.8% | |

| | | | |
|----------|-----------|----------|-----------|
| Brooklyn | Eastford | Hampton | Killingly |
| Pomfret | Putnam | Scotland | Sterling |
| Thompson | Voluntown | Union | Woodstock |

| | |
|-----------------|--------------|
| Hartford | 13.7% |
| 2.1% | |

| | | | |
|--------------|---------------|--------------|---------------|
| Andover | Ashford | Avon | Barkhamsted |
| Belin | Bloomfield | Bolton | Bristol |
| Burlington | Canton | Chaplin | Colchester |
| Columbia | Coventry | Cromwell | Durham |
| East Granby | East Haddam | East Hampton | East Hartford |
| East Windsor | Ellington | Enfield | Farmington |
| Glastonbury | Granby | Haddam | Hartford |
| Harwinton | Hebron | Lebanon | Manchester |
| Mansfield | Marlborough | Middlefield | Middletown |
| Newington | Plainville | Plymouth | Portland |
| Rocky Hill | Simsbury | Somers | South Windsor |
| Southington | Stafford | Suffield | Tolland |
| Vernon | West Hartford | Wethersfield | Willington |
| Winchester | Windham | Windsor | Windsor Locks |

| | |
|--------------------|-------------|
| Lower River | 4.3% |
| 1.8% | |

| | | | |
|-----------|------------|-------|----------|
| Chester | Deep River | Essex | Old Lyme |
| Westbrook | | | |

LABOR MARKET AREA GOAL

Minority

Female

| | |
|------------------|--------------|
| New Haven | 17.9% |
| 3.1% | |

| | | | |
|-------------|----------|-------------|----------------|
| Bethany | Branford | Cheshire | Clinton |
| East Haven | Guilford | Hamden | Killingworth |
| Madison | Meriden | New Haven | North Branford |
| North Haven | Orange | Wallingford | West Haven |
| Woodbridge | | | |

| | |
|-------------------|-------------|
| New London | 7.4% |
|-------------------|-------------|

| | | | |
|-------------------|----------------------------|------------------|--------------|
| 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 | | | |
| 2.1% | | | 33.2% |
| Darien | Greenwich | New Canaan | Norwalk |
| Stamford | Weston | Westport | Wilton |
| Torrington | | | |
| 1.8% | | | 4.3% |
| Canaan | Colebrook | Cornwall | Goshen |
| Hartland | Kent | Litchfield | Morris |
| Norfolk | North Canaan | Salisbury | Sharon |
| Torrington | Warren | | |
| Waterbury | | | |
| 1.6% | | | 12.4% |
| 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

**ATTACHMENT B:
PREVAILING WAGE RATES**

ATTACHMENT C:

TOWN LAND-USE PERMITS



Town of Glastonbury

2155 MAIN STREET P.O. BOX 6523 GLASTONBURY, CT 06033-6523 (860) 652-7500
FAX (860) 652-7505

December 22, 2023

Daniel Pennington, Town Engineer
2155 Main Street
Glastonbury CT 06033

**Re: Approved Upland Review Area Regulated Activity;
Riverfront Community Center, 300 Welles Street
Pavilion and Water Basin Improvements**

Dear Mr. Pennington:

Pursuant to Section 12 of Glastonbury's Inland Wetlands and Watercourses Regulations you are hereby **approved for installation of a pavilion and improvements to the existing water quality basin at Riverfront Community Center, 300 Welles Street within the wetlands' 150-foot upland review area, as represented by the plans dated November 3, 2023 and project narrative dated December 20, 2023** submitted to our office.

This approval is contingent upon **your responsibility to:**

1. **to publish this approval (one time) in a newspaper** that circulates in Glastonbury **within 10 days of the date of this approval letter;** and
2. **to await a 15-day appeal period** (15 days from the date of newspaper publication) before starting this project within the upland review area.
3. install, maintain and monitor appropriate erosion controls.

This Permit is valid for five years and will expire December 22, 2028.

Failure to comply with these requirements will automatically nullify this approval. The permit may be revoked if you exceed the conditions or limitations of this Permit.

Please call (860) 652-7511 or email suzanne.simone@glastonbury-ct.gov to advise the newspaper name and date when the notice is to appear. For your consideration and potential use, a draft public notice advertisement is provided on the back side of this letter.

Sincerely,

Suzanne Simone
Environmental Planner

PUBLIC NOTICE
TOWN OF GLASTONBURY

On December 22, 2023, the duly authorized agent of the Glastonbury Inland Wetlands and Watercourses Agency approved installation of a pavilion and improvements to the existing water quality basin at Riverfront Community Center, 300 Welles Street within the wetlands' 150-foot upland review area.

Daniel Pennington, Town Engineer



Town of Glastonbury

2155 MAIN STREET • P.O. BOX 6523 • GLASTONBURY, CONNECTICUT 06033-6523

TOWN PLAN AND ZONING COMMISSION

February 22, 2024

Daniel A. Pennington, P.E.
Town Engineer/Manager of Physical Services
Town of Glastonbury
2155 Main Street
Glastonbury, Connecticut 06033

Re: 300 Welles Street - pavilion

Dear Dan:

At its regular meeting of February 20, 2024, the Town Plan and Zoning Commission approved your application for a Section 12.9 Minor Change to install a pavilion with drainage improvements, paved sidewalks to pickleball courts and parking area and parking lot improvements behind the existing Riverfront Community Center at 300 Welles Street within Reserved Land and Flood Zone, in accordance with the attached Special Permit Motion.

In accordance with Connecticut General Statutes, the **Special Permit Motion MUST BE RECORDED** on the Glastonbury Land Records in the Town Clerk's Office. The Special Permit is not effective until it is filed; therefore, a building permit may not be issued nor any use activity begun until this filing has been completed.

Please contact me if you have any questions.

Sincerely,

TOWN PLAN AND ZONING COMMISSION
For the Secretary

Shelley Caltagirone
Director of Community Development

SC:gfm

Attachment

cc: Jonathan Luiz, Glastonbury Town Manager
Lincoln White, Building Official (scanned)



Town of Glastonbury

2155 MAIN STREET • P.O. BOX 6523 • GLASTONBURY, CONNECTICUT 06033-6523

TOWN PLAN AND
ZONING COMMISSION

SECTION 12.9 MINOR CHANGE

APPLICANT/

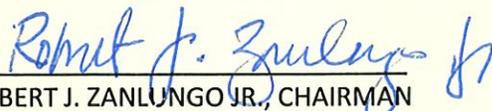
OWNER: TOWN OF GLASTONBURY
2155 MAIN STREET
GLASTONBURY, CT 06033

FOR: 300 WELLES STREET

MOVED, that the Town Plan & Zoning Commission APPROVE the application of the Town of Glastonbury for a Section 12.9 Minor Change to install a pavilion with drainage improvements, paved sidewalks to pickleball courts and parking area and parking lot improvements at 300 Welles Street within Reserved Land and the Flood Zone, in accordance with plans dated 11/3/23 with the Office of Community Development, and in accordance with the following conditions of approval necessary to protect substantial public interests in health and safety:

1. Compliance with the recommendations of the Architectural and Site Design Review Committee (ASDRC) from their meetings on January 16, 2024 and on February 20, 2024, documented in the ASDRC Committee Report memorandum dated January 16, 2024 and as presented by the Director of Community Development, Shelley Caltagirone.
2. If unforeseen conditions are encountered during construction that would cause deviation from the approved plans, the applicant shall consult with the Office of Community Development to determine what further approvals, if any, are required.

APPROVED: TOWN PLAN & ZONING COMMISSION
FEBRUARY 20, 2024


ROBERT J. ZANLUNGO JR., CHAIRMAN

ATTACHMENT D:

**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> |
|--|---|

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) |
|-------------|---------|---------------|-------------|

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION**

BID #GL-2024-22

ATTACHMENT E:

SCHEDULE OF MINIMUM TESTING

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 |
| Chemcial Anchor | lb. | QPL MC | project | |
| Concrete-Ready Mixed | c.y. | T22 FLDL | 75 | 4 cylinders |
| Construction Signing | ea. | MC | project | |
| Geotextile | s.y. | QPL MC | project | |
| Gravel (Bank Run or Crushed) | c.y. | T27 LABT | 5k | |
| Grout, Non-shrink | bag | MC | project | |
| Masonry Brick & Block (Solid) | ea. | FLDT | project | See Note 1 |
| Pipe - Reinforced Concrete | l.f. | PC-1 | project | See Note 1 |
| Pipe (Metal & Plastic) All types | lf | MC | project | See Note 1 |
| Pipe Arch - Aluminum | lf | MC | project | See Note 1 |
| Precast Concrete Items (not pipe) | ea. | PC-1 | Item type | |
| Prestressed Concrete Members | ea. | LABT | 1 | See Note 2 & 3 |
| Reclaimed Misc. Aggregate | c.y. | T27/Chem Analysis | 2500 | See Note 5 |
| Reclaimed Waste | c.y. | T180 LABT | 50k | See Note 5 |
| Sand (Masonry /Trenching & Backfilling) | c.y. | T27 LABT | 2500 | |
| Sheet Piling | l.f. | MC | project | See Note 4 |
| Sign Post | ea | MC | project | See Note 1 |
| Span Pole - Steel or Wood | ea. | MC | project | See Note 3 |
| Steel Reinforcing Bars (Plain or Epoxy) | lb. | T244 MC | 200t | |
| Stone (Broken/Crushed) | c.y. | T27 LABT | 20k | |
| Structural Steel | cw | Shop Drawings | project | Notes 2, 3 & 4 |
| Traffic Signal Equipment | ea. | MC | project | NA |

Notes

| | |
|---|---|
| 1 | Material should be inspected on the project site prior to use. Suspect material should be physically tested to determine conformance. |
| 2 | QC Inspection should be provided and documented during fabrication. |
| 3 | Contact the Department of Transportation Division of Materials Testing to determine vendor qualifications and QA inspection availability. |
| 4 | Documentation should be provided to determine conformance to Buy America requirements. |
| 5 | FORM MAT-212 should be completed and provided by the Contractor prior to use of material. |

Test Method/Test Type

| | |
|------|--|
| LABT | Laboratory Test |
| FLDT | Test performed in the field |
| QPL | ConnDOT Qualified Products List (http://www.ct.gov/dot/lib/dot/documents/dresearch/conndot_qpl.pdf) |
| PC-1 | MAT-308 Required from producer with shipment |
| MC* | Materials Certificate |

*Should comply with ConnDOT Standard Specification Section 1.06.07

Legend

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.
Sample Size: Size of Sample.

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.

**RIVERFRONT COMMUNITY CENTER PAVILION, PICKLEBALL COURT
ILLUMINATION AND PARKING LOT REHABILITATION**

BID #GL-2024-22

**ATTACHMENT F:
REQUIRED ARPA CERTIFICATIONS**

ATTACHMENT F1
CERTIFICATE OF DEBARMENT / SUSPENSION

The **Contractor**, _____,
(Print business name of Contractor above)

certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor must attach an explanation to this submittal.

The **Contractor**, _____,
(Print business name of Contractor above)

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

THIS FORM MUST BE COMPLETED BY THE PRIME CONTRACTOR AND ANY SUB-TIER CONTRACTOR THAT WILL BE AFFILIATED WITH THE WORK LISTED ON THE ATTACHED DOCUMENTS.

ATTACHMENT F2

CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned **Contractor** certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The **Contractor**, _____,
(Print business name of Contractor above)

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ATTACHMENT F3

CERTIFICATION REGARDING PROCUREMENT OF RECOVERED MATERIALS

Pursuant to the procurement requirements of Section 6002 of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 the **Contractor**, _____
(Print business name of Contractor above)

shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

4. Competitively within a timeframe providing for compliance with the contract performance schedule;
5. Meeting contract performance requirements; or
6. At a reasonable price.

The undersigned Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

The undersigned Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

ATTACHMENT F4
CERTIFICATION REGARDING PROHIBITION ON
CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Pursuant to Public Law 115-232, section 889, the undersigned Contractor,

(Print business name of Contractor above)

certifies, by submission of this document that the contract (or any extension or renewal) does not contain covered telecommunications equipment. The Town is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

ATTACHMENT F5
CERTIFICATION REGARDING DOMESTIC PURCHASE
OF GOODS PRODUCTS OR MATERIALS

To the greatest extent practicable under this Federal award the **Contractor**,

(Print business name of Contractor above)

agrees to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section will be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this certification:

A. "*Produced in the United States*" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. "*Manufactured products*" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The undersigned Contractor agrees to comply with this requirement and must include the requirements in all subawards including all contracts and purchase orders for work or products under this award.

Signature of Authorized Official

Print Name of Authorized Official

Print Title of Authorized Official

Date

ATTACHMENT G:

**CONSTRUCTION PLANS
(UNDER SEPARATE COVER)**

SHEETS 1 – 4 TOWN OF GLASTONBURY SITE PLANS AND DETAILS

SHEET 5 THE BARNYARD PAVILION PLAN

SHEETS 6-9 BEMIS ASSOCIATED PICKBALL LIGHTING AND PAVILION POWER PLANS