

PROJECT MANUAL

for

COMBINED USE PATH LIGI WAY AND FARMINGVILLE ROAD RIDGEFIELD, CONNECTICUT

STATE PROJECT NO. L117-0001

BID NO. 22-08

Construction Documents

April 22, 2022

SLR #1716-38

Prepared for:

Town of Ridgefield
400 Main Street
Ridgefield, Connecticut 06877
(203) 431-2700

Prepared by:

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LEGAL NOTICE

INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

BID ADVERTISEMENT DATE: April 26th, 2022

BID DUE DATE: May 26th, 2022

BID DUE TIME: 11:00 AM

BID ITEM: Combined Use Path
Ligi Way and Farmingville Road
State Project No. L117-0001

BID NUMBER: 22-08

This contract is subject to state set-side and contract compliance requirements. Terms and conditions as well as the description of items being bid are stated in the specifications. **Bid documents may be downloaded from www.ridgefieldct.org in “Governments” “View All Departments” – “Purchasing” – “Bid Notices”**

The return bid must be sent via **FAX or email** listed below:

**TOWN OF RIDGEFIELD
DIRECTOR OF PURCHASING
BID NUMBER: 22-08
400 MAIN STREET
RIDGEFIELD, CT. 06877**

Bids must be received no later than the date and time stated above at the Purchasing Director's via FAX or email only. If you do not have fax or email access, please see contact information below. For further information, please call Jacob Muller at (203) 431-2720 or E-Mail at purchasing@ridgefieldct.org

Results may be viewed at www.ridgefieldct.org in the Purchasing Section under Departments after the bid opening.

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMEN

INFORMATION FOR BIDDERS AND BIDDING REQUIREMENTS

1. Please note; due to The Town of Ridgefield COVID-19 policies and protocols all bids will be submitted electronically or by fax, email purchasing@ridgefieldct.org or fax 203-431-2723.
2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
3. All bids shall be prepared in accordance with Section 1. The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
4. Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
5. Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. **Unauthorized changes** to these forms, i.e. adding, striking out and/or changing any words, language or limits **will cause the bidder to be disqualified**.

Please Note: Certificates of Insurance MUST name the Town of Ridgefield and State of Connecticut as **Additional Insured**. The contractor shall provide all insurance documents, including insurance documents for all proposed Subcontractors, in accordance with the State of Connecticut's Form 818 Section 1.03.07. Failure to do so will mean disqualification from the Bid. There will be no exceptions.

6. **Permits:** It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. The applicable permits from the local Inland Wetland Board and Planning and Zoning commission have been secured for this project. Please refer to the "Notice to Contractor-Permits". All work shall be completed in compliance with the latest edition

of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction (Form 818) and latest supplements thereto, applicable Town standards, or as set forth in these specifications.

8. **Emergency Work:** The Contractor shall file with the Engineer a telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
9. **Sales Tax:** In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
10. **Contractor's Qualification Statement:** The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
11. **Required Forms:** In order for the bid to be considered valid, the Contractor **must** sign the enclosed hold harmless agreement, non-collusive affidavit and Certificate of Compliance with Section 31-75b of the Connecticut General Statutes. Bids submitted without the signed required forms will be rejected.
12. **Prevailing Wage Rates:** This project **is** subject to the State of Connecticut's prevailing wage rates.
13. **SBE/MBE and Contract Compliance Requirements:** This project **is** subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements. The Contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the Contract for award to Subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The Contractor must demonstrate good faith effort to meet the 25% set-aside goals.

The Contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities (CHRO) within thirty (30) calendar days of Contract Award. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=180622

14. **Time of Completion:** All work must be completed within **240 days** from receipt of the notice to proceed.
15. **Payment and Performance Bonds:** A Payment and Performance bond in the full amount of the Proposal will be required of the successful bidder. The bond must be in the form of a surety bond of a type satisfactory to the Town of Ridgefield. All sureties must be listed on the most recent IRS Circular 570. The bond shall be delivered to the Office of the Town Engineer before commencing the work.
16. **Bid Bond:** Bids must be accompanied by a Bid Bond, payable to the Town of Ridgefield, in the amount of 5% of the total as a guarantee. A certified check will not be accepted in lieu of a Bid Bond. No proposal will be accepted unless accompanied by the required bid bond. The town reserves the right to waive any informality or to reject any or all bids should it be in the Town's best interest to do so.
17. **Site Visits:** Site visits can be made at the contractor's convenience, however the contractor shall notify Jacob Muller at purchasing@ridgefieldct.org prior to arriving on site.
18. **Project Locations:** The project is located along Ligi Way and Farmingville road in Ridgefield, Connecticut
19. **Bid Submissions:** The following items shall be submitted for a bid to be considered complete:
 - (a) Executed bid forms, B-1 to B-14
 - (b) Executed Hold Harmless Agreement
 - (c) Certificates of Insurance in conformance to Item 5 above
 - (d) Contractor's List of Subcontractor's (if none, state none)
 - (e) Certification of Non-Collusion
 - (f) Certification of Compliance with Section 31-75b of the Connecticut General Statutes
 - (g) Contractor's Qualification Statement
 - (h) Identify Pedestrian Bridge Superstructure supplier (refer to Special Provisions #0604301A "Pedestrian Bridge Superstructure (Site No. 1) for pre-approved suppliers or as approved by the engineer)
20. **Fracking:** The Contractor shall be responsible for removal of all fracking waste and must be disposed of off-site in a legal manner. If fracking waste

encroaches into the wetland or becomes an environmental concern, this must be brought to the engineer's attention immediately. Contractor will be responsible for all mediation efforts, which shall be at the contractor's expense. The contractor must complete and submit the Fracking Waste Ordinance Notice with their bid submission.

21. **Contractors/Subcontractors:** The Contractor shall submit a "List of Subcontractors". The Contractor may utilize the services of Subcontractors subject to the approval of the Town of Ridgefield. All Subcontractors are required to comply with Contract provisions. The Contractor is required to retain at least fifty percent (50%) of the contract work.

Supplemental Information for Bidders and General Contract Provisions

1. PREPARATION OF BIDS

Proposals must be made upon forms contained herein or as directed elsewhere. The blank spaces in the Bid must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Bid correctly. If the Bid is made by an individual, his name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Bid must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Please note; due to the Town of Ridgefield COVID-19 policies and protocols all bids will be submitted electronically or by fax, email purchasing@ridgefieldct.org or fax 203-431-2723.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

2. INCURRING COSTS

The Town of Ridgefield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

3. FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction (Form 818) and latest supplements thereto, applicable Town standards, or as set forth in these specifications.

4. CONSIDERATION OF PRIOR SERVICE

Previous performance, quality of service and merchandise will be considered.

5. ADDENDA AND INTERPRETATIONS & ALTERNATE BIDS

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Director. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Town of Ridgefield, Purchasing Director, 400 Main Street, Ridgefield, Connecticut 06877, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Ridgefield. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so

named or described if:

- a. It is at least equal in quality, durability, appearance, strength and design.
- b. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Ridgefield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Ridgefield or himself because of the unauthorized use of such articles.

6. QUOTATION LIMITATION

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or-equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

7. ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

8. SAMPLES

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Ridgefield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

9. WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date. The successful agent/broker shall not withdraw, cancel or modify their proposal.

10. POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

11. SUBCONTRACTORS

Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the "Contractor's List of Subcontractors". The apparent low bidder shall file with the Town of Ridgefield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible, and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Contractor's List of Subcontractors or those previously approved may not be changed without the approval of the Town of Ridgefield. Local subcontractors, material suppliers, and labor in the Town of Ridgefield should be considered and sought insofar, as is practical in the performance of this project. Each bidder must identify their supplier of the Pedestrian Bridge Superstructure in accordance with Special Provision Item #0604301A "Pedestrian Bridge Superstructure (Site No. 1)".

12. QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

13. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

14. DELIVERY

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Ridgefield. Prices quoted must include delivery to the Town of Ridgefield as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

15. PAYMENT

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery. Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Ridgefield
Office of the Facilities Director
400 Main Street
Ridgefield, CT 06877

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Ridgefield

for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment and at time of final payment prior to any payment being made.

At the time of award, the successful bidder shall be required to supply the Town of Ridgefield a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

16. SALES TAX

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder salestax exemption authorization.

17. CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

18. COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

19. AWARD

The Town of Ridgefield reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

The Town of Ridgefield reserves the right:

- a. To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- b. To reject any or all bids, or any part thereof.
- c. To waive any informality in the bids.
- d. To accept the bid that is in the best interest of the Town of Ridgefield. The

Purchasing Agent's decision shall be final.

20. INSURANCE

Insurance requirements are detailed under the attached “Insurance Requirements.”

21. GUARANTEE

The bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

22. PERMITS

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town.

23. NONDISCRIMINATION IN EMPLOYMENT

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non-segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

24. MECHANICS LIEN WAIVERS

The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment, and/or at time of final payment, prior to any payment made.

INSURANCE REQUIREMENTS

Each bidder shall carry and maintain the following insurance coverages and insurance coverages detailed in Section 1.03.07 of Form 818 for the duration of the contract. The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Commercial General Liability Insurance** as will protect the Contractor, Subcontractors, the Town, State of Connecticut and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
 - Bodily Injury Liability and Property Damage Liability:
\$2,000,000 - Single Occurrence
\$4,000,000 – Minimum Annual Aggregate Amount
 - **The Town and State of Connecticut shall be named as an Additional Insured**
This **MUST** be stated explicitly on the Certificate or you will be **Disqualified**.
2. **Worker's Compensation Insurance** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation and Employer Liability: Not less than
\$100,000 per accident; \$100,000 policy limit by disease; and
\$100,000 for bodily injury by disease
3. **Automobile Liability Insurance:**
 - **Bodily Injury Insurance and Property Damage Insurance** covering the operation of all Motor Vehicles owned, hired and/or non-owned by the

Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of:

\$2,000,000 - Single Occurrence

\$4,000,000 – Minimum Annual Aggregate Amount

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

GENERAL CONDITIONS

1. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2. DEFINITIONS:

OWNER: The word "Owner" when it appears in the Contract Documents shall mean The Town of Ridgefield, Connecticut.

ENGINEER: The word "Engineer" when it appears in the contract Documents shall mean: Engineer, Construction Manager, Inspector or agent of the Owner.

CONTRACTOR: The word "Contractor" when it appears in the Contract Documents shall mean the party to whom the Contract has been awarded.

3. MATERIALS, LABOR, TOOLS AND EMPLOYEES:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times endorse strict discipline and good order among his employees, and shall not employ on the work any unfit person or any one not skilled in the work assigned to him.

4. PROTECTION OF WORK AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

5. CHANGES IN THE WORK:

Requests for Change Orders. TOWN OF RIDGEFIELD reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the TOWN OF RIDGEFIELD. The TOWN OF RIDGEFIELD will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a Town authorized amended Scope of Services, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

The Contractor's Response to a Change Request.

Within thirty (30) calendar days after receipt of a request by TOWN OF RIDGEFIELD for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to TOWN OF RIDGEFIELD a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to TOWN OF RIDGEFIELD at a negotiated price acceptable to

TOWN OF RIDGEFIELD and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

Town's Acceptance of Change Request. If TOWN OF RIDGEFIELD accepts the Contractor's proposal, TOWN OF RIDGEFIELD shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until TOWN OF RIDGEFIELD has issued a valid, properly executed, change order.

Town's Rejection of Change Request. If TOWN OF RIDGEFIELD does not accept the Contractor's proposal, TOWN OF RIDGEFIELD may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

TOWN OF RIDGEFIELD Discretion. TOWN OF RIDGEFIELD may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, TOWN OF RIDGEFIELD **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Town Purchasing Agent and other required regulatory agencies.

6. CLAIMS FOR EXTRA COST:

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instructions and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

7. SUSPENSION OF WORK:

The Owner may at any time suspend the work, or any part thereof by giving 24 hours notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

8. THE OWNER'S RIGHT TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

9. PAYMENTS WITHHELD:

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect him from loss on account of the following:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amount withheld because of them.

10. CONTRACTOR'S LIABILITY INSURANCE:

The Contractor shall maintain all required insurance policies in accordance with insurance requirements stated herein and the State of Connecticut's Form 818, Section 1.03.07.

11. INDEMNITY:

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

The Contractor shall, and is hereby authorized to, maintain and pay for such insurance, issued in the name of the Owner, as will protect the Owner from his contingent liability under this Contract, and the Owner's right to force against the Contractor any provision of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

12. DAMAGES:

Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

13. ASSIGNMENT:

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to him hereunder, without the previous written consent of the Engineer.

14. ENGINEER'S STATUS:

All work shall be subject to the review of the Engineer. He shall decide all questions as to interpretation of the plans and specifications, and questions of mutual or respective rights of the Contractor and other Department contractors. The Engineer shall decide on an acceptable rate of progress, on the manner of performance, and on what shall be deemed acceptable fulfillment of the Contract. The Engineer shall have the right to determine the points at which the Contractor may begin work and the order in which the work shall be prosecuted in the best interests of the Town within the intent of the terms in the Contract.

15. METHOD OF PAYMENT:

At the end of each calendar month, the Contractor shall submit to the Engineer a requisition for payment which requisition shall be based upon the actual amount of the work performed during the previous month. The requisition may include materials stored on the site but not installed. The Engineer shall, within ten (10) days, check the requisition against his review of the work which has been done and submit it to the Owner, a written statement as to the validity of the requisition. The Owner shall then pay to the Contractor **ninety-five percent(95%)** of the amount stated in the Engineer's report. **No payment shall be made until the Contractor has satisfied all prevailing wage reporting requirements if prevailing wages are a part of this contract.**

16. FINAL PAYMENT:

When the Contract has been completed, the Contractor shall notify the Engineer in writing. Upon receipt of this notification, the Engineer shall proceed to make final measurements of the work done under the provisions of this Contract. The Engineer shall then submit to the Owner a written statement

setting forth these final measurements and the amount due the Contractor consistent with the unit prices and lump sum bid in the Proposal. The Owner shall within sixty (60) days pay to the Contractor this sum except that he may deduct any moneys which are to be retained under the terms of the Contract for repairs or otherwise.

Prior to the issuance of the final payment, the Contractor shall submit to the Engineer the attached Project Closeout Documents fully executed and notarized.

17. ORDER OF THE WORK:

The order of the work shall be subject to the approval of the Engineer in all cases. The Contractor may be required to submit a work schedule in writing to the Engineer for his approval.

18. (OMITTED)

19. PROTECTION TO PUBLIC:

The Contractor shall conduct the work in such a manner as to offer minimum disturbance to the traveling public. He shall not close off traffic without specific permission of the Engineer and shall provide flagmen if such becomes necessary, in the opinion of the Engineer. Proper barricades, lights, and other protective devices shall be supplied at the Contractor's expense and properly maintained during the entire course of the work.

20. GUARANTEE:

The Contractor guarantees that the work to be done under this Contract and the materials furnished by him and used in the construction of the project are free from defects or flaws. The guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the party of the first part. It is hereby agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

21. RATE OF PROGRESS AND TIME OF COMPLETION:

The Contractor shall commence work within seven (7) days after receipt of the Notice to Proceed and, unless an extension of time shall be made in the manner herein provided, shall progress therewith to final completion within ***two hundred and forty (240) consecutive calendar days*** after receipt of the Notice to Proceed.

22. EXTENSION OF TIME:

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time specified, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection of war, or by the abandonment of the work by the workmen engaged therein, through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the town, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Engineer in writing, and thereupon, and otherwise, the Contractor shall be allowed such additional time for the completion of the work, as the Engineer in his discretion shall award in writing, and his decision shall be final and conclusive upon the parties. Such additional time shall be the sole and exclusive remedy for any delay claimed by the Contractor.

23. SALES TAX:

In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.

24. TERMINATION OF THE CONTRACT:

If the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for work executed and for proven loss with respect to materials, equipment tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the project.

If the contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Engineer's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Engineer that sufficient cause exists to justify such action, the Owner may terminate the Contract and

take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

SPECIAL CONDITIONS

1. Contract Documents and Working Drawings:

The work is shown on the attached appendices, if any, or the accompanying Contract Drawings. Such additional working drawings as are required because of changes or to provide greater detail will be provided by the Engineer.

2. Planimeter:

The use of the planimeter shall be considered satisfactory for estimating quantities where geometric and analytic methods would be comparatively laborious.

3. Soil and Groundwater Conditions:

The Town assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

4. Existing Structures:

All known surface structures immediately adjacent to the work, are shown on the Plans. This information is shown for the convenience of the contractor in accordance with the best information available, but is not guaranteed to be correct or complete. Underground structures in the path of the project are **not** shown. The Contractor shall explore the route ahead of trenching and shall uncover all known obstructing pipes sufficiently to determine their location. Necessary changes in location may be made by the Engineer to avoid unanticipated obstruction.

The Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury all utilities, pipes, poles, conduits, walls, buildings, and other structures, utilities, and property in the vicinity of his work. Such sustaining and protecting shall be done carefully by the Contractor and as required by the party owning or controlling the structure. Before proceeding with such work, the Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the party owning said structure. The Contractor shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings, wires, or other structures, utilities, and property in the vicinity of his work, and he shall be responsible for all damage and assume

all expense for direct or indirect injury caused by his work to any of them or to any person or property by reason of injury to them.

The Contractor must notify “Call Before You Dig” at 811 prior to start of construction.

5. Dust Control:

The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from his operation, by the application of water spray. All dust control shall be included and paid for under “Maintenance and Protection of Traffic”.

6. Sedimentation and Erosion Control:

The Contractor shall control sedimentation and erosion in accordance with the publication entitled, “Guidelines for Soil Erosion and Sediment Control, Connecticut – 2002” and as directed by the Engineer. In all cases best management practices shall prevail.

7. Payment for Miscellaneous Work:

No direct or separate payment will be made for furnishing and providing miscellaneous temporary works, plant and services, including Contractor’s office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, and watchmen, or other items specified under these special conditions. Compensation for all such services and materials shall be considered as having been included in the prices stipulated for the Items of the Contract.

8. Clean-up of Site:

During the progress of the work, the Contractor shall keep the site in a generally neat condition. Lunch papers, bottles, lumber cut-offs, drinking cups, and like rubbish shall be removed from the site daily. The work shall be cleaned up as the various portions of the project are completed.

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall, except as otherwise expressly directed or permitted in writing, clean and remove from the site all surplus and discarded materials, rubbish, and temporary structures. He shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and leave the whole in a neat and presentable condition. He shall also remove all plant, surplus, and waste materials from the site.

9. Emergency Work:

The Contractor shall file with the Engineer a telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.

10. Work in Bad Weather:

During freezing, stormy, or inclement weather, no work shall be done except that which can be done satisfactorily and in a manner as to secure first-class construction throughout.

11. Night, Saturday, Sunday and Holiday Work:

Unless otherwise permitted or stipulated under a State or Town encroachment permit, no work shall be done between the hours of 6:00 p.m. and 7:00 am, nor on Saturday, Sunday or Holidays, except as necessary for the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work at night or on Saturday or Sunday, the Engineer shall be informed at least twenty-four (24) hours in advance of the beginning of performance or such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good light and other necessary facilities for performing and inspecting the work shall be provided and maintained at all points where such work is being done.

12. Explosives and Blasting:

Explosives for blasting shall be stored, handled, and used in accordance with the laws, ordinances, and regulations of the State of Connecticut, all local regulations, and with such additional regulations as the Engineer may require. Blasting shall be conducted so as not to endanger persons or property and, unless otherwise permitted, shall be covered or otherwise satisfactorily confined. The Contractor shall be responsible and shall make good any damage of whatever nature caused by blasting or accidental explosions. It shall be the Contractor's responsibility to obtain all required permits for blasting.

13. Traffic Control:

The Contractor shall maintain traffic during the progress of the work. Barricades, flagmen, uniformed police officers on any other type of traffic control necessary to ensure the safety of the public shall be utilized by the Contractor. All methods of traffic control are subject to the approval of the Chief of Police who may direct other methods to be employed. No direct payment for traffic

control will be made other than payment for uniformed police officers and certified flaggers **at cost** when directed by the Engineer or as required as a condition of approval by the State or Town encroachment permit. It is the Contractor's responsibility to schedule all uniformed police officers as may be required. Payment for all traffic control other than uniformed police officers and certified flaggers shall be included and paid for under "Maintenance and Protection of Traffic".

14. Material Disposal:

The Contractor shall be responsible for the disposal of all construction debris generated by the project. The Town cannot accept the disposal of any material at this time.

15. Wage Rates:

This project IS subject to prevailing wage rates.

16. Permits:

It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. The applicable permits from the local IWB and Planning and Zoning commission have been secured for this project. If the contractor would like to view those permits and associated information, please refer to the "Notice to Contractor-Permits". All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction (Form 818) and latest supplements thereto, applicable Town standards, or as set forth in these specifications.

17. Concrete Testing:

Concrete testing **IS** required.

18. Materials:

Materials normally delivered labeled shall be received with manufacturer's original label and instruction, or else shall be subject to rejection. Materials shall be stored under adequately clean and dry condition, and all work shall be preformed according to the best practice of the trades. Manufacturer's specifications and instructions for products specified herein or approved equals, become part of these specifications and all such instructions are to be followed accordingly.

19. Lines and Grades:

It is the intent of these plans and specifications to illustrate the approximate location of the proposed sidewalk. It is the Contractor's responsibility to locate in the field the project's location according to the constraints as shown on the plans or listed under these specifications.

20. Accommodation of Traffic:

During the progress of the work, all roads shall be kept open for the passage of traffic and pedestrians and shall not be unnecessarily obstructed unless authorized by the authority having jurisdiction over same. Driveways, sidewalks and crossings shall be closed as short a time as possible while pipe is being placed, and passage shall be restored as soon as possible thereafter by properly placed backfill or approved bridging. The Contractor shall take such measures at his own expense as may be necessary to keep the roads open for traffic, and shall give advance notice to the Department of Transportation (D.O.T.), town public works department, local police and state police as required.

Warning signs shall be provided along all roads where work is in progress. The Contractor shall notify and make all arrangements with the D.O.T., town public works department, local police and state police for direction of traffic past the equipment, machinery, or construction operations. Barricades and lights shall be provided to protect traffic. Where trenches have been cut in road shoulders on which traffic may pass at times, warning signs shall be placed at frequent intervals and maintained until the shoulder is safe for travel. All such work and operations shall be in accordance with the requirements of the D.O.T., public works department, local police and state police.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these Specifications, the Engineer may immediately and without notice, arrange for furnishing, installing and maintaining barricades or lights, and any other precaution deemed necessary. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

The Contractor shall be held responsible for any damages that may have to be paid as a consequence of the Contractor's failure to protect the public.

23. LIQUIDATED DAMAGES:

The bidder must agree to pay as liquidated damages in the amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) for each consecutive calendar day in excess of the (240) calendar days allotted for this project, excluding the winter shutdown period.

CONTRACTOR'S QUALIFICATION STATEMENT

List below references for similar projects, including all information requested.
This page must be completed and submitted with the bid.

1. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

2. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

3. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

4. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

Company: _____ *Bid Title:* _____

Street: _____ *Bid No.:* _____

City, State: _____ *Telephone No.:* _____

CONTRACTOR'S LIST OF SUBCONTRACTORS

List below the subcontractors intended to be utilized for this project. This page must be completed and submitted with the bid.

1. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

2. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

3. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

4. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

Company: _____

Bid Title: _____

Street: _____

Bid No.: _____

City, State: _____

Telephone No.: _____

FRACKING WASTE ORDINANCE NOTICE

On January 9, 2019, The Town of Ridgefield approved and adopted an Ordinance prohibiting the storage, disposal or use of fracking waste on Town of Ridgefield land and/or projects. The complete Ordinance can be viewed at the Town Clerk's Office located at 400 Main Street, Ridgefield, CT or on the town website at the following link;

<https://ecode360.com/RI2176/laws/LF1067113.pdf#search=fracking>

Bidders shall follow this Ordinance in preparation and submission of their bid.

- 1.) No materials containing natural gas or oil waste shall be utilized in providing and retaining services to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 2.) No materials containing natural gas or oil waste shall be utilized in the purchase or acquisition of materials to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 3.) We _____ hereby submit a bid for materials, equipment and/or labor for the Town of Ridgefield. The bid is for bid documents titled _____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Ridgefield as a result of the submittal of this bid if selected.

4.) The successful bidder shall submit certificates of origin for project materials, fill and other.

Signed and sealed in
the presence of:

Contractor

By _____

Date _____

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this
day on the _____ day of _____

Signed, Seated and Delivered in the
Presence of:

Signed:

Notary Public

HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the _____ day of _____

Signed, Seated and Delivered in the
Presence of:

Signed:

Notary Public

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Town of Ridgefield, State of Connecticut, or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

**Combined Use Path
Ligi Way and Farmingville Road
Ridgefield, Connecticut
State Project No. L117-0001**

Signature (Signature should be notarized.)

Printed Name and Title

Name of Company/Corporation

Date

Personally appeared _____, and acknowledged the same to be his free act and deed as such _____, and the free act and deed of said corporation before me.

In Witness Whereof, I hereunto set my hand and seal.

Notary Public
My Commission Expires:



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this _____ day of _____

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Witness)

(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACD343D10010

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- 1 the name of the Claimant;
- 2 the name of the person for whom the labor was done, or materials or equipment furnished;
- 3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- 4 a brief description of the labor, materials or equipment furnished;
- 5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- 7 the total amount of previous payments received by the Claimant; and
- 8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- 1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

BID FORM

Date: _____

Mr. Jacob Muller
Director of Purchasing
Town of Ridgefield
400 Main Street
Ridgefield, CT 06877

Sir:

Pursuant to and in compliance with your Invitation to Bid, the Undersigned,

(Print or Type Company/Corporate Name)

(Print or Type Business Address)

having carefully examined all Contract Documents referred to in the “Information for Bidders and Bidding Requirements”, and also the site of the work, and will provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all material called for by the Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Engineer under them for the following sums:

BID ITEMS

ITEM NO.	EST. QTY.	BRIEF DESCRIPTION OF ITEM w/ Bid Price in Words	TOTAL (IN FIGURES)
0201001	1	CLEARING AND GRUBBING, per Lump Sum _____ Dollars and _____ Cents	\$ _____
0202000	200	EARTH EXCAVATION, per Cubic Yard _____ Dollars and _____ Cents	\$ _____
0202529	120	CUT BITUMINOUS CONCRETE PAVEMENT, per Linear Foot _____ Dollars and _____ Cents	\$ _____
0207000	330	BORROW, per Cubic Yard _____ Dollars and _____ Cents	\$ _____
0219001	340	SEDIMENTATION CONTROL SYSTEM, per Linear Foot _____ Dollars and _____ Cents	\$ _____
0219011A	1	SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN, per Each _____ Dollars and _____ Cents	\$ _____

0406005A	35	PAVEMENT REPAIR, per Square Yard _____ Dollars and _____ Cents	\$ _____
0601733.40	13	CLASS PCC03340, per Cubic Yard _____ Dollars and _____ Cents	\$ _____
0601733.60	20	CLASS PCC04460, per Cubic Yard _____ Dollars and _____ Cents	\$ _____
0602030	2,500	DEFORMED STEEL BARS - GALVANIZED, per Pound _____ Dollars and _____ Cents	\$ _____
0604301A	1	PEDESTRIAN BRIDGE SUPERSTRUCTURE (SITE NO. 1), per Lump Sum _____ Dollars and _____ Cents	\$ _____
0603801	550	STRUCTURAL STEEL, per Hundred Pounds _____ Dollars and _____ Cents	\$ _____
0701190	4	OBSTRUCTIONS, per Hour _____ Dollars and _____ Cents	\$ _____

0701192	200	ACCESS TUBES, per Linear Foot ____ Dollars and ____ Cents	\$ _____
0701099	1	FURNISHING DRILLED SHAFT DRILLING EQUIPMENT, per Lump Sum ____ Dollars and ____ Cents	\$ _____
0701200	720	DRILLED SHAFT (2'-0" DIAMETER), per Linear Foot ____ Dollars and ____ Cents	\$ _____
0701230	700	DRILLED SHAFT EARTH EXCAVATION (2'-0" DIAMETER), per Linear Foot ____ Dollars and ____ Cents	\$ _____
0701260	20	DRILLED SHAFT ROCK EXCAVATION (2'-0" DIAMETER), per Linear Foot ____ Dollars and ____ Cents	\$ _____
0702026	12	MICROPILES, per Each ____ Dollars and ____ Cents	\$ _____

0702027	1	<p>VERIFICATION TEST FOR MICROPILES, per Each</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0702028	2	<p>PROOF TEST FOR MICROPILES, per Each</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0703012	35	<p>MODIFIED RIPRAP, per Cubic Yard</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0755009	720	<p>GEOTEXTILE, per Square Yard</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0811001	70	<p>CONCRETE CURBING, per Linear Foot</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0815001	300	<p>BITUMINOUS CONCRETE LIP CURBING, per Linear Foot</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____

0906204A	300	THREE RAIL WOOD FENCE, per Linear Foot _____ Dollars and _____ Cents	\$ _____
0910090A	970	STEEL-BACKED TIMBER GUIDERAIL – TYPE A, per Linear Foot _____ Dollars and _____ Cents	\$ _____
0910091A	6	STEEL-BACKED TIMBER GUIDERAIL – TERMINAL SECTION, per Each _____ Dollars and _____ Cents	\$ _____
0910093A	1,700	STEEL-BACKED TIMBER GUIDERAIL – TYPE A (SYSTEM 2), per Linear Foot _____ Dollars and _____ Cents	\$ _____
0912503	2,375	REMOVAL OF EXISTING METAL BEAM RAIL, per Linear Foot _____ Dollars and _____ Cents	\$ _____
0913011	35	CHAINLINK FENCE (5' HIGH), per Linear Foot _____ Dollars and _____ Cents	\$ _____

0921001	7,350	CONCRETE SIDEWALK, per Square Foot _____ Dollars and _____ Cents	\$ _____
0921005	180	CONCRETE SIDEWALK RAMP, per Square Foot _____ Dollars and _____ Cents	\$ _____
0921016A	410	CONCRETE PAVER SIDEWALK, per Square Foot _____ Dollars and _____ Cents	\$ _____
0921039	4	DETECTABLE WARNING STRIP, per Each _____ Dollars and _____ Cents	\$ _____
0922103X1A	9,600	BOARDWALK (STA. 15+60 – 26+25), per Square Foot _____ Dollars and _____ Cents	\$ _____
0922103X2A	600	BOARDWALK (OBSERVATION PLATFORM), per Square Foot _____ Dollars and _____ Cents	\$ _____

0922500	100	BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL), per Square Yard _____ Dollars and _____ Cents	\$ _____
0944003	1,550	FURNISHING AND PLACING TOPSOIL, per Square Yard _____ Dollars and _____ Cents	\$ _____
0949125A	2	CARPINUS CAROLINIANA ‘AMERICAN HORNBEAM’, 3”-3.5” CAL..., per Each _____ Dollars and _____ Cents	\$ _____
0949226A	10	ILEX VERTICILLATA ‘WINTERBERRY’, #3 CONTAINER, per Each _____ Dollars and _____ Cents	\$ _____
0949412A	82	DENNSTAEDTIA PUNCTILOBULA, ‘HAY- SCENTED FERN’, #3 CONTAINER, per Each _____ Dollars and _____ Cents	\$ _____
0949413A	17	CAREX PENNSYLVANICA ‘PENNSYLVANIA SEDGE’, #3 CONTAINER, per Each _____ Dollars and _____ Cents	\$ _____

0949583A	10	<p>PANICUM VIRGATUM 'SHENANDOAH SWITCH GRASS' #3 CONTAINER, per Each</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0949834A	4	<p>ACER RUBRUM 'RED MAPLE', 3"-3.5" CAL., per Each</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0949894A	6	<p>CORNUS RACEMOSA 'GRAY DOGWOOD', #3 CONTAINER, per Each</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0950019A	870	<p>TURF ESTABLISHMENT-LAWN, per Square Yard</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0950040A	790	<p>CONSERVATION SEEDING FOR SLOPES, per Square Yard</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0970006	1	<p>TRAFFICPERSON (MUNICIPAL POLICE OFFICER), per Estimated Cost</p> <p>_____<u>Seventy thousand</u>_____ Dollars</p> <p>and _____<u>Zero</u>_____ Cents</p>	\$ <u>70,000.00</u>

0970007	1000	<p>TRAFFICPERSON (UNIFORMED FLAGGER), per Hour</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0971001A	1	<p>MAINTENANCE AND PROTECTION OF TRAFFIC, per Lump Sum</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0975004A	1	<p>MOBILIZATION AND PROJECT CLOSEOUT, per Lump Sum</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0980020	1	<p>CONSTRUCTION SURVEYING, per Lump Sum</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0992087A	1	<p>INFORMATION KIOSK, per Each</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____
0992090A	2	<p>BACKED BENCH, per Each</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	\$ _____

0992091A	4	BACKLESS BENCH, per Each _____ Dollars and _____ Cents	\$ _____
0992092A	2	BIKE RACK, per Each _____ Dollars and _____ Cents	\$ _____
0992103A	1	TRASH RECEPTACLE, per Each _____ Dollars and _____ Cents	\$ _____
1117110A	2	RECTANGULAR RAPID FLASHING BEACON (RRFB TYPE A), per Each _____ Dollars and _____ Cents	\$ _____
1204122A	1	PROJECT SIGN, per Each _____ Dollars and _____ Cents	\$ _____
1206023A	1	REMOVAL AND RELOCATION OF EXISTING SIGNS, per Lump Sum _____ Dollars and _____ Cents	\$ _____

1208931	25	SIGN FACE SHEET- ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING), per Square Foot _____ Dollars and _____ Cents	\$ _____
1210101	50	4" WHITE EPOXY RESIN PAVEMENT MARKINGS, per Linear Foot _____ Dollars and _____ Cents	\$ _____
1210105	120	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS, per Square Foot _____ Dollars and _____ Cents	\$ _____
1211001	80	REMOVAL PAVEMENT MARKINGS per Square Foot _____ Dollars and _____ Cents	\$ _____

TOTAL BID PRICE	
In Words	In Figures
_____ Dollars and _____ Cents	\$ _____

The contract will be awarded based on the sum of the BID items. In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The Town reserves the right to eliminate any item or portion of the work that it deems to be in the best interest of the Town.

All costs of excavation of unsuitable material as shown on the plans or specified in the field are to be carried under each specific item.

Any inconsistencies between the plans, special provisions, and standard specifications shall be reported to the Town Engineer. The Town Engineer shall make the final decision on any inconsistencies and their intent.

This is a unit price bid. The Town of Ridgefield does not guarantee the estimated quantities shown for each item within the proposal. By submitting a bid, the bidder acknowledges that the project's final quantities may vary from the estimated quantities shown on the proposal sheets and that final payment will be made based on the project's final measured quantities, not the estimated quantities. The bidder also acknowledges that any extra work, not covered by the above proposal, may be ordered by the Engineer at any time within the contract duration and shall be executed and paid for in accordance with Article 5, "General Conditions".

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The undersigned agrees to execute the Contract and to furnish to the Owner a satisfactory performance and payment bond in the sum of the full amount of the contract within seven (7) days from the date of the "Notice to Proceed".

Respectfully submitted by:

Company/Corporate Name (Print or Type)

Signature of Authorized Official

Name of Authorized Official (Print or Type)

Title of Authorized Official (Print or Type)

Bidder shall provide Bidders Contact Information below:

Business Address: (Print or Type)

Business Fax Number: (Print or Type)

City, State, Zip Code: (Print or Type)

Mobile Number of Contact Person: (Print or Type)

Business Telephone Number: (Print or Type)

Business Email Address: (Print or Type)

**COMMISSION ON HUMAN RIGHTS
AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS**

**NOTIFICATION TO BIDDERS
and
BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes___ No___	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___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes___ No___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes___ No___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes___ No___	9. Does your company have a mandatory retirement age for all employees? Yes___ No___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes___ No___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes___ No___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes___ No___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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Construction Contracts - Required Contract Provisions (State Funded Only Contracts)

Index

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
2. Contractor Work Force Utilization / Specific Equal Employment Opportunity
3. Contract Wage Rates
4. Americans with Disabilities Act of 1990, as Amended
5. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List - Limitation on Awarding Contracts
 - c. Construction Safety and Health Course
 - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
 - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
7. Executive Orders (State of CT)
8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
9. Whistleblower Provision
10. Connecticut Freedom of Information Act
 - a. Disclosure of Records
 - b. Confidential Information
11. Service of Process
12. Substitution of Securities for Retainages on State Contracts and Subcontracts
13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
14. Forum and Choice of Law
15. Summary of State Ethics Laws
16. Audit and Inspection of Plants, Places of Business and Records
17. Campaign Contribution Restriction

- 18. Tangible Personal Property
- 19. Bid Rigging and/or Fraud – Notice to Contractor
- 20. Consulting Agreement Affidavit

Index of Exhibits

- EXHIBIT A – Title VI Contractor Assurances (page 13)
- EXHIBIT B – Contractor Work Force Utilization / Equal Employment Opportunity (page 14)
- EXHIBIT C – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 17)
- EXHIBIT D - Campaign Contribution Restriction (page 25)
- EXHIBIT E - State Wage Rates (Attached at the end)

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit A, all of which are hereby made a part of this Contract.

2. Contractor Work Force Utilization / Equal Employment Opportunity

- (a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

3. Contract Wage Rates

The Contractor shall comply with:

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

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

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

4. 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.

5. 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

6. 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).

7. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

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

agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

Please be aware the Nondiscrimination Certifications can be found at the Office of Policy and Management website:

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>

9. 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.

10. 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.

11. 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.

12. 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.

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

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

14. 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.

15. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

16. 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.

17. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit D.

18. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

19. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

20. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in

the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

EXHIBIT A**TITLE VI CONTRACTOR ASSURANCES**

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding 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, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

EXHIBIT B**CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY****1. Project Workforce Utilization Goals:**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

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

The goals for minority and female utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the Appendix A below.

STATE FUNDED PROJECTS (only)**APPENDIX A****(Labor Market Goals)****LABOR MARKET AREA GOAL****Minority****Female**

Bridgeport				22.7%
1.4%				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury				10.7%
3.8%				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
Danielson				4.3%
1.8%				
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
Hartford				13.7%
2.1%				
Andover	Ashford	Avon	Barkhamsted	

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

Lower River	4.3%
1.8%	

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL**Minority****Female**

New Haven	17.9%
3.1%	

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

New London	7.4%
3.1%	

Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		

Stamford	33.2%
2.1%	

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington	4.3%
1.8%	

Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon

Torrington

Warren

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

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 (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

EXHIBIT E

(state wages will be inserted here)

**Minimum Rates and Classifications for
Heavy/Highway Construction**

ID#: 22-33972

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

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

Project Number: L117-0001 Project Town: Ridgefield
State#: FAP#:
Project: Combined Use Path- Ligi Way and Farmingville Road

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	38.27	34.47
2) Carpenters, Piledrivermen	35.57	25.65
2a) Diver Tenders	35.57	25.65
3) Divers	44.03	25.65
03a) Millwrights	36.32	26.81
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	54.0	22.90
4a) Painters: Brush and Roller	36.42	22.90
4b) Painters: Spray Only	39.42	22.90
4c) Painters: Steel Only	38.42	22.90

4d) Painters: Blast and Spray	39.42	22.90
4e) Painters: Tanks, Tower and Swing	38.42	22.90
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.4	30.07+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	45.83	33.50
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	32.0	24.40
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	32.25	24.40
10) Group 3: Pipelayers	32.5	24.40
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	32.5	24.40
12) Group 5: Toxic waste removal (non-mechanical systems)	34.0	24.40
13) Group 6: Blasters	33.75	24.40
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	33.0	24.40

Group 8: Traffic control signalmen	18.0	24.40
Group 9: Hydraulic Drills	32.75	24.40
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	34.23	24.40 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	33.26	24.40 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	33.26	24.40 + a
15) Form Erectors	33.59	24.40 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:-----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	33.26	24.40 + a
17) Laborers Topside, Cage Tenders, Bellman	33.15	24.40 + a
18) Miners	34.23	24.40 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	40.72	24.40 + a

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	40.52	24.40 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	38.54	24.40 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	41.31	24.40 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	31.16	28.78 + a
Three Axle Trucks; Two Axle Ready Mix	31.27	28.78 + a
Three Axle Ready Mix	31.33	28.78 + a
Four Axle Trucks	31.39	28.78 + a
Four Axle Ready-Mix	31.44	28.78 + a
Heavy Duty Trailer (40 tons and over)	33.66	28.78 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	31.44	28.78 + a
Heavy Duty Trailer (up to 40 tons)	32.39	28.78 + a
Snorkle Truck	31.54	28.78 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a

Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	45.71	26.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	42.99	26.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	42.54	26.80 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	38.61	26.80 + a

****NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
----LINE CONSTRUCTION----		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

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

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

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

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

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

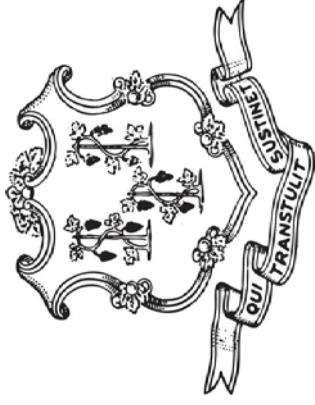
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

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

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

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

As of: April 20, 2022



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

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

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

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

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

The list of violations (if applicable) is attached.

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)

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.

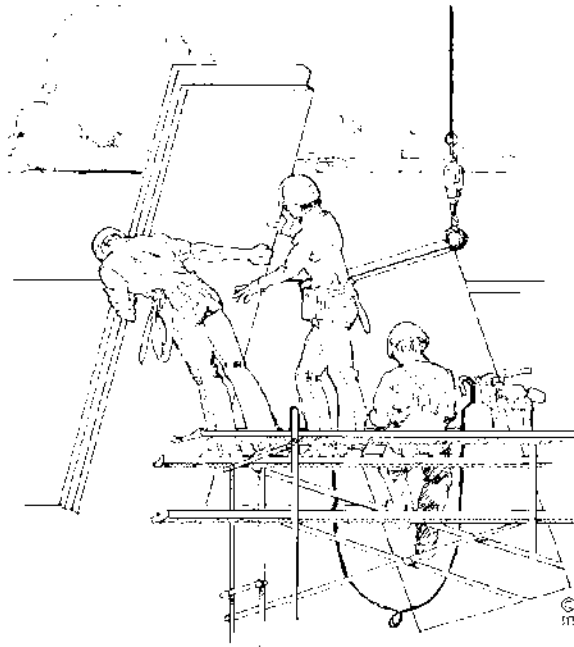
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

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

WEEKLY PAYROLL

CONTRACTOR NAME AND ADDRESS:							SUBCONTRACTOR NAME & ADDRESS								WORKER'S COMPENSATION INSURANCE CARRIER						
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS										POLICY # EFFECTIVE DATE: EXPIRATION DATE:									
PERSON/WORKER, ADDRESS and SECTION	APPR RATE % MALE/FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY			
			S	M	T	W	TH	F	S						FICA	WITH-HOLDING			STATE	LIST OTHER	
			HOURS WORKED EACH DAY							Total O/T Hours	CASH										
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Cash Fringe	4. \$								
													5. \$								
													6. \$								
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Cash Fringe	4. \$								
													5. \$								
													6. \$								
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Cash Fringe	4. \$								
													5. \$								
													6. \$								
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Cash Fringe	4. \$								
													5. \$								
													6. \$								

*IF REQUIRED

12/9/2013 WWS-CPI

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

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

Section A:

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

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

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

(Signature) (Title) Submitted on (Date)

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

**Weekly Payroll Certification For
Public Works Projects (Continued)**

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date: _____
Contractor or Subcontractor Business Name: _____

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE		TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S		TOTAL FRINGE BENEFIT PLAN CASH	FICA WITH- HOLDING			FEDERAL STATE	LIST OTHER			
Trade License Type & Number - OSHA 10 Certification Number				HOURS WORKED EACH DAY																
												\$	1. \$							
												Base Rate	2. \$							
													3. \$							
												\$	4. \$							
													5. \$							
												Cash Fringe	6. \$							
												\$	1. \$							
												Base Rate	2. \$							
													3. \$							
												\$	4. \$							
													5. \$							
												Cash Fringe	6. \$							
												\$	1. \$							
												Base Rate	2. \$							
													3. \$							
												\$	4. \$							
													5. \$							
												Cash Fringe	6. \$							

*IF REQUIRED

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 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

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, assemble, install and repair 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 required 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.

SPECIAL PROVISIONS

INDEX TO SPECIAL PROVISIONS

Note: 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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ITEM #0949583A – *PANICUM VIRGATUM* 'SHENANDOAH SWITCH GRASS', #3 CONTAINER

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NOTICE TO CONTRACTOR – SPECIAL PROVISIONS

All work under this contract shall adhere to and comply the Department of Transportation, Form 818, "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction," including the most recent supplements thereto, unless otherwise specified in these provisions.

In Form 818, where the words "State of Connecticut," "Department," "ConnDOT," or "CTDOT" appear, it shall be interpreted to mean "Town of Ridgefield" as if inserted therein.

The following Special Provisions and Sections of CTDOT Form 818 are hereby incorporated and made part of this contract. CTDOT Form 818, "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction," including the most recent supplements thereto shall be referred to as "Standard Specifications" herein.

Payment will only be made for items in the Bid Proposal. Other items may be included in the Standard Specifications or Special Provisions but payment for those items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal Items may have alphanumeric designations consistent with applicable sections or articles in the Standard Specifications or Special Provisions.

In the case of any conflicts between the Special Provisions, Plans, and Standard Specifications, the order of governance in order of descending authority shall be as follows:

1. Special Provisions, 2. Plans, 3. Standard Specifications.

2 ntc - special provisions - 11716.00038.0060.j1421.specs.doc

NOTICE TO CONTRACTOR – WORK SCHEDULE AND COORDINATION OF WORK

The Contractor is required to submit a schedule of work to be completed to the Engineer and obtain approval from the Engineer on the schedule prior to commencing work and shall update the schedule bi-weekly. Should construction occur at a rate different from that indicated in the approved schedule, the Contractor shall submit a revised work schedule to the Engineer for approval.

The Contractor shall coordinate his/her work with any utility companies and other contractors working within the project area and with the various businesses and other stakeholders affected by the work. The Contractor shall work with all stakeholders along Ligi Way and Farmingville Road to ensure minimal disruption of businesses.

Prior to Award

In addition to the project schedule, the Contractor shall submit a written narrative describing his/her approach to the work for the owner's approval upon notification as apparent low bidder and prior to award of a contract. Such narrative shall describe the proposed sequence of work; equipment to be used; subcontractor operations; schedule; provisions for maintaining traffic, protection of utilities, and protection of the environment; and provisions for maintaining access to affected properties and for maintaining public safety. The narrative shall identify key project representatives and written assurance as to their availability for the project.

3 ntc - work schedule - 11716.00038.0060.j1421.specs.doc

NOTICE TO CONTRACTOR – CONTRACT TIME AND LIQUIDATED DAMAGES

Two hundred forty (240) calendar days will be allowed for completion of the work on this project, excluding the winter shutdown period, and the liquidated damages charge to be applied will be one thousand five hundred dollars (\$1,500.00) per calendar day.

NOTICE TO CONTRACTOR – EMERGENCY VEHICLE ACCESS

The Contractor is hereby notified that emergency vehicle access through the work zone shall be maintained at all times during construction and shall be considered a priority in terms of public safety. The City will not consider delay or other claims associated with temporary work stoppage due to emergency responses.

Contact information for local emergency services is as follows:

The Ridgefield Fire Department
Chief Jerry Myers
6 Catoonah Street
Ridgefield, CT 06877
Phone: 203-431-2724
Emergency Calls: 911

The Ridgefield Police Department
Chief Jeffery Kreitz
76 East Ridge Road
Ridgefield, CT 06877
203-431-2795
Emergency Calls: 911

5 ntc - emergency vehicle access - 11716.00038.0060.j1421.specs.doc

NOTICE TO CONTRACTOR – STAGING AND LAYDOWN AREAS

The Contractor must submit to the Engineer for review and approval any publicly owned or maintained areas he intends to use for staging and laydown. Contractor shall be responsible for any and all regulatory or other permits or approvals required for staging areas and shall provide evidence of such upon request. In addition to review and approval by the Engineer, potential sites to be obtained by the Contractor from private owners must be submitted to the Town of Ridgefield for approval. The Contractor must submit verification of approval from privately owned non-Town entities to the Engineer prior to use.

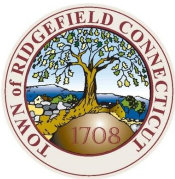
6 ntc - staging and laydown areas - 11716.00038.0060.j1421.specs.doc

NOTICE TO CONTRACTOR – PERMITS

The Contractor shall be responsible for applying for and acquiring a street opening permit a minimum of two weeks prior to the start of construction at no additional cost to the project. Applicable permits from the local Inland Wetlands Board and Planning and Zoning commission have been secured for this project. The Contractor shall be bound to comply with all requirements of such permits and permit applications. The requirements and conditions set forth in the permit and permit applications shall be binding. Any plumbing, electrical, building, or other permits required shall be obtained by the Contractor with copies of signed/approved permits furnished to the Engineer prior to the start of associated work.

Local permit approvals are attached.

7 ntc - permits - 11716.00038.0060.j1421.specs.doc



Town of Ridgefield

Inland Wetlands Board

CERTIFICATE OF COMPLETION

DATE: April 19, 2021

PROPERTY OWNER: RIDGEFIELD TOWN OF

PROPERTY ADDRESS: 45 SOUTH ST

ASSESSOR'S MAP & LOT NO: E14-0158

PROJECT DESCRIPTION: This project includes the design and construction of approximately 2,510 feet of an 8-foot-wide combined-use walkway along Farmingville Road and Ligi Way, including concrete and bituminous surfaces, a wooden boardwalk structure, and a 60-foot prefabricated steel pedestrian bridge. The walkway will begin at the intersection of Danbury Road and Farmingville Road, extend along Farmingville Road and Ligi Way, and terminate at the intersection of Ligi Way and South Street. The proposed wooden boardwalk along Ligi Way is to minimize wetland disruption and keep all work within Town of Ridgefield right-of-way. It is anticipated that the boardwalk will consist of wood piers installed along the road's existing side slope with the deck of the boardwalk cantilevered over Great Swamp. The continuation of this path under future phases will directly connect to the existing Rails-to-Trails walkway leading to the Branchville section of Ridgefield.

INLAND WETLAND PERMIT NO(S): IW-21-12

The subject property was inspected on . At that time, it was found that the project as described above has been completed substantially in compliance with the conditions of the Inland Wetland Permit*.

Agent Approval Date: April 19, 2021

Inland Wetland Agent

* Note that this certificate reflects only the findings of the Inland Wetland Agency; other agencies may

have additional requirements.

66 Prospect Street Town of Ridgefield 06877
Tel. (203) 431-2766 Fax: (203) 431-2737
www.ridgefieldct.org



TOWN OF RIDGEFIELD

Planning and Zoning Commission

ADOPTED RESOLUTION OF APPROVAL SITE PLAN APPLICATION FOR FLOODPLAIN DEVELOPMENT

Site Plan Application Walkway/Path along Ligi Way and Farmingville Road

Location: 45 South Street

Owner/Applicant: Town of Ridgefield

Authorized Agent: Tory Sidoti

File #FP-21-1

RESOLVED TO APPROVE, Site Plan Application under Section 11 of the Ridgefield Zoning Regulations (Floodplain Management) for disturbance in a designated Special Flood Hazard Area (SFHA) and floodway for a 2,120 feet of 8 feet wide combined-use walk path along Ligi Way and Farmingville Road located within the floodplain of the Great Swamp (Ridgefield Brook) with the following stipulations and conditions:

1. Improvements shall be constructed as shown on plans dated September 2020 entitled, "Combined Use Walk Path, Ligi Way and Farmingville Road, Ridgefield, Connecticut" prepared by Milone & Macbroom, as follows:
 - a. Path Plan, Sheets 3 through 5 of 12;
 - b. Path Profile, Sheets 6 through 9 of 12;
 - c. Structural Plans; Sheets 10 & 11 of 12
 - d. Boardwalk Detail and Notes, Sheet 12 of 12;
2. The Plans are subject to approval by the Inland Wetlands Board.
3. Pursuant to Sec. 11.5.A.2 in the Zoning Regulations (general standards for watercourse alteration), the Commission acknowledges the professional consultant's determination through hydrologic and hydraulic analyses performed in accordance with standard engineering practice, that the flood carrying capacity of the watercourse shall not be impacted.
4. Pursuant to Sec. 11.5.A.5 in the Zoning Regulations (general standards for Equal Conveyance), the Commission acknowledges the professional consultant's certification (with supporting technical data and through hydrologic and hydraulic analyses performed in accordance with standard engineer practice) that encroachments into the floodway "shall not result in any (0.00 feet) increase in flood levels during occurrence of the base flood discharge."
5. Pursuant to Sec. 11.4.D.2.c in the Zoning Regulations, the original copy of the Site Plan Approval granted by this Commission shall be filed on the Land Records of the Town of

Ridgefield by the applicant, and a copy of the filed document shall be provided to the Planning and Zoning Department, for the record file.

Reasons: In making its decision on this application, the Commission considered the requirements in Section 11 of the zoning regulations (Floodplain Management Regulations) and states that it finds the application to be in compliance with this section. The Commission found that the installation of the path will have minor impacts on the floodplain due to the proposed construction methods and believes the proposed path is a positive asset to enhancing connectivity and pedestrian linkages in Ridgefield.

Adopted: 2/23/21

Published: 2/25/21

Effective: 2/26/21

NOTICE TO CONTRACTOR – PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.

8 ntc - procurement - 11716.00038.0060.j1421.specs.doc

NOTICE TO CONTRACTOR – DUST CONTROL

The Contractor is responsible for controlling air pollution at all times during work of this contract, 24 hours a day, 7 days per week, including non-working hours, weekends, and holidays.

The Contractor shall comply with all State and Federal regulations pertaining to dust control. Particular attention shall be made to the Regulations of Connecticut State Agencies Section 22a-174-18a,b “Control of Particulate Emissions.”

The contractor shall submit a dust control plan to the Engineer within 30 days after the Award of the Contract. The dust control plan shall include contact information for the responsible individual(s) from the contractor (24-hour availability) who have authority to implement necessary controls. The plan should detail dust control procedures for anticipated activities that may typically generate dust (ex. Jack hammering, saw-cutting pavement, haul roads, material storage sites, etc.).

The cost for the dust control submittal associated with this “Dust Control” notice shall be included in the general cost of the contract. Payment for dust control shall be included in the cost of “Maintenance and Protection of Traffic.”

9 ntc - dust control - 11716.00038.0060.j1421.specs.doc

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", dial 811 or go to CBYD.com two full working days prior to construction for the location of public utilities, 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 City and utility companies. The Contractor shall allow the Engineer complete access to the work.

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. There will be no separate payment for the support of existing utilities. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation, as noted above.

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 State or the Utilities, including all materials, labor, etc., required to complete the repairs.

The Contractor shall coordinate all utility relocations with the respective utility company.

The Contractor shall coordinate all utility relocations and resets with the respective utility company. The Contractor will be responsible for resetting Town-owned and Quasi-Public facilities including storm and sanitary sewer manholes, and water gate boxes. Privately owned utility companies will be responsible for the resetting of their own facilities. The Contractor shall notify appropriate utility companies at least

two weeks in advance of the required valve box, handholes, manholes or other utility box adjustments as shown on the plans.

Delay claims for untimely resetting of utilities will not be reviewed or accepted. It is the Contractor's responsibility to ensure resetting of facilities and the overall project be completed within the allotted calendar days.

10 ntc - protection and coordination of existing utilities - 11716.00038.0060.j1421.specs.doc

NOTICE TO CONTRACTOR – SUBMITTALS FOR IMPORTED AGGREGATES

In addition to city requirements and the requirements of CTDOT Form 818, the Contractor is hereby notified of the requirement to provide product data submittals which include, but may not be limited to, test results on the gradation, abrasion and soundness of the aggregate materials proposed for use on this project. The tests must be current and based on a specific source location/pile. Materials specified in conformance with CTDOT Form 818 shall satisfy ALL requirements set forth by Form 818, including requirements in the materials division specifications. No material shall be imported until the Engineer issues a written approval. Approval of material sources and submittals shall not relieve the Contractor from furnishing and placing all materials in strict conformance with all project requirements.

Imported aggregates, gravels, and other materials, whether bank run or crusher run, shall meet all CTDOT requirements including not just gradation but also abrasion, soundness, toughness, etc. where applicable and as directed by the Engineer.

NOTICE TO CONTRACTOR – MATERIALS TESTING AND LABORATORY DESIGNATION

The Contractor shall designate a third-party laboratory for materials testing, in accordance with the requirements of CTDOT Form 818, at least two weeks prior to the start of construction. The designated testing laboratory shall be capable of completing all necessary testing to satisfy the requirements of CTDOT Form 818, the standard specifications, and special provisions, which shall include density testing for roadway structure materials.

The Contractor shall provide ample notice to the Engineer, at least two full working days in advance, when the Contractor plans to perform materials testing, or when the Contractor anticipates completing a task that requires testing by the Engineer. There shall be no claims regarding lost time as a result of delayed or improperly scheduled materials testing or failure to designate a materials testing laboratory in a timely manner.

The Engineer may choose to use an additional third-party laboratory, at any time, to confirm prior test results if the installed materials and completed testing is suspected to be inadequate.

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

In accordance with Connecticut General Statute 31-53b and Public Act No. 08-83, the Contractor is required to furnish proof that any person performing the work of a mechanic, laborer, or worker pursuant to the classifications of labor under section 31-53, has completed a course of at least ten hours in duration in construction safety and health approved by the Federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

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

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

This section does not apply to employees of public service companies, as defined in section 16-1 of the 2008 supplement to the General Statutes, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

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

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

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

NOTICE TO CONTRACTOR – VERIFICATION OF PLAN DIMENSIONS AND FIELD MEASUREMENTS

The Contractor is responsible for verifying all dimensions before any work is begun. Dimensions of the existing structures shown on the plans are for general reference only; they are not guaranteed. The Contractor shall take all field measurements necessary to assure proper fit of the finished work and shall assume full responsibility for their accuracy. When shop drawings and/or working drawings based on field measurements are submitted for approval and/or review, the field measurements shall also be submitted for reference by the reviewer.

In the field, the Contractor shall examine and verify all existing and given conditions and dimensions with those shown on the plans. If field conditions and dimensions differ from those shown on the plans, the Contractor shall use the field conditions and dimensions and make the appropriate changes to those shown on the plans as approved by the Engineer. All field conditions and dimensions shall be so noted on the drawings submitted for approval.

There shall be no claim made against the City by the Contractor for work pertaining to modifications required by any difference between actual field conditions and those shown by the details and dimensions on the contract plans. The Contractor will be paid at the unit price bid for the actual quantities of materials used or for the work performed, as indicated by the various items in the contract.

13 ntc - verification of plan dimensions - 11716.00038.0060.j1421.specs.doc

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

Access to affected properties must be maintained at all times. The Contractor shall coordinate his/her work, provide safe and ready means of ingress and egress to all stores and shops, public and private professional offices, and any other businesses or residences in the project area, both day and night, for the duration of the project. The Contractor shall notify each business and property owner at least two full working days prior to working in front of or adjacent to their business or property or beginning construction on their private driveway entrance as outlined in the Special Provision for "Maintenance and Protection of Traffic."

As required by the Engineer, the Contractor shall install and maintain temporary ramps at driveways. Installing, maintaining, and removing the temporary ramps shall be paid for under "Maintenance and Protection of Traffic."

14 ntc - temporary access - 11716.00038.0060.j1421.specs.doc

NOTICE TO CONTRACTOR – SHPO CLEARANCE

The Contactor is hereby given notice that as part of this contract, the following SHPO Documentation shall always be adhered to during construction:



July 23, 2021

Mr. Tory Sidoti
SLR International Corporation
99 Realty Drive
Cheshire, CT 06410
(sent only via email to tsidoti@slrconsulting.com)

Subject: Farmingville Road/Ligi's Way Combined-Use Path
Ridgefield, Connecticut

Dear Mr. Sidoti:

The State Historic Preservation Office (SHPO) is in receipt of a request for our comments on the potential effects of the referenced project on historic properties. It is our understanding that the Town of Ridgefield plans to construction of approximately 2,510 feet of an 8-foot-wide combined-use walkway along Farmingville Road and Ligi Way. The walkway will consist of concrete and bituminous surfaces, a wooden boardwalk structure, and a 60-foot prefabricated steel pedestrian bridge. The proposed project also will include also include improvements to guiderails, curbing, and existing sidewalks. The proposed construction will receive funding from the Local Transportation Capital Improvement Program (LOTICIP) administered by the Connecticut Department of Transportation; therefore, it is subject to review by this office.

The Office of Environmental Planning (OEP) at the Connecticut Department of Transportation has completed a review of the potential project effects to historic properties. As noted in their review, there are no previously reported archaeological sites or properties listed on the National Register of Historic Places recorded within the Area of Potential Effect (APE) for this project. OEP also identified areas of archaeological sensitivity along most of the project corridor. SHPO concurs with OEP that these areas are archeologically sensitive, but the submitted plans indicate that the proposed work largely will be confined to existing disturbed deposits. Therefore, it is unlikely that significant archeological deposits will be impacted by the proposed activities. Based on the information provided to our office, it is SHPO's opinion that no historic properties will be affected.

SHPO appreciates the opportunity to review and comment upon this project. For additional information, please contact Catherine Labadia, Staff Archaeologist and Environmental Reviewer, at (860) 500-2329 or catherine.labadia@ct.gov.

Sincerely,

Jonathan Kinney
Deputy State Historic Preservation Officer

SECTION 1.07 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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, and for the relocation or resetting of their facilities:

Comcast of Connecticut, Inc

Mr. Chad Raetz, Construction Manager CT/NY
222 New Park Drive, Berlin, CT 01085
Mobile: 518-361-7234
E-MAIL: chad_raetz@cable.comcast.com

Frontier Communications of Connecticut

Ms. Lynne DeLucia,
Manager - Engineering & Construction
1441 North Colony Road
Meriden, CT 06450-4101
PHONE: (203) 238-5000 Mobile: 860-967-4389
Map Requests: FTR-CT-MAPREQUEST@ftr.com

Lighttower Fiber Networks I, LLC dba Crown Castle Fiber

Mr. Eric Clark,
Manager Fiber Construction
1781 Highland Avenue, Suite 102 Cheshire, CT 06410
PHONE: (203) 649-3904 EXT: Mobile: 860-863-8311
E-MAIL: Eric.Clark@crowncastle.com

The Connecticut Light and Power Company dba Eversource Energy - Electric Distribution

Ms. Jacqueline Fiorello,
Lead Engineer - Distribution Projects and Programs
107 Selden Street, Berlin, CT 06037
PHONE: (860) 665-4733 EXT: Mobile:
E-MAIL: jacqueline.fiorello@eversource.com

Yankee Gas Services Company dba Eversource Energy - Gas Distribution

Mr. David Hatfield,
Lead Engineer Gas Project Engineering
107 Selden Street, Mail Stop NUE2 Berlin, CT 06037
PHONE: (203) 592-3494 EXT: Mobile: E-MAIL: david.hatfield@eversource.com
Map Requests: numaprequest@eversource.com

Aquarion Water Company of Connecticut

Mr. Carlos Vizcarrondo,
Relocations Coordinator
600 Lindley Street Bridgeport, CT 06606
PHONE: (203) 337-5950 EXT: Mobile: (203) 395-3097
E-MAIL: cvizcarrondo@aquarionwater.com

Metro-North Commuter Railroad Company

Mr. David B. Willard, P.E.
Assistant Director
525 Water Street, 3rd Floor, Bridgeport R.R. Station
Bridgeport, CT 06604-4315 PHONE: (203) 337-3606 EXT: Mobile:
E-MAIL: willard@mnr.org Special Instructions:

Water Pollution Control Authority-Ridgefield

Mrs. Diana Van Ness
WPCA Administrator
66 Prospect Street
Ridgefield, CT 06877 PHONE: (203) 431-2734 EXT: Mobile:
E-MAIL: dvanness@ridgefieldct.org

15 section 1.07 - legal relations and responsibilities - 11716.00038.0060.j1421.specs.doc

SECTION 1.08 – PROSECUTION AND PROGRESS

1.08.01 – Transfer of Work or Contracts: Add the following after the last paragraph:

The Contractor shall pay the subcontractor for work performed within thirty (30) days after the Contractor receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all of the subcontractor's work. Completion of all of the subcontractor's work shall include test, maintenance and other similar periods that are required by the contract documents for the subcontractor's items of work.

For the purpose of this item, satisfactory completion shall have been accomplished when:

1. The subcontractor has fulfilled the contract requirements of the State, the Town and the subcontract for the subcontracted work, as appropriate, including the submission of all submittals required by the specifications and the State and the Town, and,
2. The work done by the subcontractor has been inspected and approved by the Town and the final quantities of the subcontractor's work have been determined and agreed upon.

If the Contractor determines that a subcontractor's work is not complete, the Contractor shall notify the subcontractor and the Engineer, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Engineer within twenty-one (21) days of the subcontractor's request for release of retainage.

The inspection and approval of the subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 1.07.12, "Contractor's Responsibility for Work."

For any dispute regarding prompt payment or release of retainage, the alternate dispute resolution provisions of this article shall apply.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Contractor to comply with the provisions of this section may result in a finding that the Contractor is non-responsible on future projects.

1.08.03 – Prosecution of Work: is supplemented as follows:

The Contractor shall not be permitted to interrupt traffic for any continuous period of time until both of the following conditions are satisfied:

1. The Contractor has secured all of the required approvals from the Engineer, and,
2. The Contractor has, as much as practical, all of the required materials needed on the site or readily available for that construction which requires the interruption of traffic.

1.08.04 – Limitation of Operations: is supplemented by the following:

The Contractor shall schedule his construction operations, so that construction at the site in this contract does not begin, extend into or end during the period from December 1 through March 31, except as approved by the Engineer.

In order to provide for traffic operations as outlined in the Special Provision “Maintenance and Protection of Traffic,” the Contractor will not be allowed to perform any work that will interfere with the existing traffic operations on all project roadways as follows:

LIGI WAY AND FARMINGVILLE ROAD

The Contractor shall not be allowed to perform any work that will interfere with the existing traffic operations on:

Monday through Friday, between 6:00 a.m. & 9:00 a.m. and between 3:00 p.m. & 6:00 p.m. and,
Saturday and Sunday at all times and,

Special Events –

The Contractor shall be responsible for acquiring Town event dates and scheduling work accordingly.

The Contractor will be allowed to halt traffic to perform necessary work, including installing transverse drainage runs and utility relocations, with the approval of the Engineer, for a period of time not to exceed ten minutes between the hours of 9:00 a.m. and 3:00 p.m.

NIGHT WORK RESTRICTIONS

The Contractor will not be allowed to perform any work on any portion of the work between 6:00 p.m. and 6:00 a.m. on all days. If the Contractor wishes to perform work at night, they must submit a request to the Town and Engineer at least 14 days in advance of the anticipated start of night work.

OTHER LIMITATIONS

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

No roadway, with the exception of transition areas, shall be open to traffic unless the appropriate pavement markings have been installed. The transition areas shall have pavement markings applied immediately upon opening to traffic.

Longitudinal dropdowns will not be permitted between new pavement, existing pavement, and/or temporary pavement in areas where traffic will be traveling.

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway section by the end of a work day/work night. All transverse height differentials on all roadway surfaces shall be tapered to negate any 'bump' to traffic as approved by the Engineer. Material for this taper shall be as approved by the Engineer.

All temporary concrete barriers, other protective systems and traffic control devices as called for by the contract or ordered by the Engineer must be on-hand and available in sufficient quantity for immediate installation prior to any stage change.

TRAFFIC SIGNALS

Loop detectors disturbed by the Contractor's operations shall be made operational, in accordance with the special provision for Item No. 1111451A – Loop Detector Saw Cut, or temporary detection must be provided within 24 hours of the termination of the existing loop detectors. The contractor shall be responsible for coordinating with the Local Traffic Authority.

LANE CLOSURE RESTRICTIONS

It is anticipated that work on adjacent projects may be ongoing simultaneously with this project. The Contractor shall be aware of those projects so that coordination is maintained for proper traffic flow at all times on all roadways and this coordination is acceptable to the Engineer.

The Contractor will not be allowed to close a lane if a Contractor working on an adjacent project has the opposite lane closed unless there is a least a one mile clear area length where the entire roadway is open to traffic, measured from the end of the first work area to the beginning of the signing pattern for the next work area.

1.08.07 – Determination of Contract Time: is amended as follows:

Delete the second sentence in the first paragraph.

ITEM #0219011A – SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN

Description:

This work shall consist of furnishing, installing, cleaning, maintaining, replacing, and removing sedimentation control at catch basins at the locations and as shown on the plans and as directed by the Engineer.

Materials:

Sack shall be manufactured from a specially designed woven polypropylene geotextile sewn by a double needle machine, using a high strength nylon thread. Sack shall be manufactured by one of the following or an approved equal:

Siltsack®

SI Geosolutions:

www.sigeosolutions.com

(800)621-0444

Dandy Sack™

Dandy Products Inc.

P.O. Box 1980

Westerville, Ohio 43086

Phone: 800-591-2284

Fax: 740-881-2791

Email: dlc@dandyproducts.com

Website: www.dandyproducts.com

FLeXstorm Inlet Filters

Inlet & Pipe Protection

24137 W. 111th St - Unit A

Naperville, IL 60564

Telephone: (866) 287-8655

Fax: (630) 355-3477

The sack will be manufactured to fit the opening of the catch basin or drop inlet. Sack will have the following features: two dump straps attached at the bottom to facilitate the emptying of sack and lifting loops as an integral part of the system to be used to lift sack from the basin. The sack shall have a restraint cord approximately halfway up the sack to keep the sides away from the catch basin walls, this cord is also a visual means of indicating when the sack should be emptied. Once the strap is covered with sediment, the sack should be emptied, cleaned and placed back into the basin.

Construction Methods:

Installation, removal, and maintenance shall be per manufacturer instructions and recommendations.

Method of Measurement:

Sedimentation Control at Catch Basin will be measured as each installed, maintained, accepted, and removed. There will be no separate measurement for maintenance or replacement associated with this item.

Basis of Payment:

Sedimentation Control at Catch Basin will be paid for at the contract unit price bid for each “Sediment Control System at Catch Basin”, complete in place and accepted, which price shall include all maintenance throughout construction, materials, equipment, tools, and labor incidental thereto.

Pay Item

Sedimentation Control System at Catch Basin

Pay Unit

EA

0219011a - sed. control sys - 11716.00038.0060.j1421.specs.doc

ITEM #0406005A – PAVEMENT REPAIR

Description:

The work under this item shall consist of the installation of bituminous concrete pavement for new curbing or as indicated on the plans or as directed by the Engineer. The work for this item includes sawcutting, removal of existing pavement, sidewalk and curbing, excavation, formation of subgrade, backfilling, disposal of surplus material, processed aggregate base, tack coat, bituminous concrete pavement, grading and compaction.

Materials:

Bituminous concrete shall conform to the provisions of Sections 4.06 and Article M.04 of the Standard Specifications.

Material for Tack Coat shall conform to the provisions of Sections 4.06 and Article M.04 of the Standard Specifications.

Processed Aggregate Base shall conform to the provisions of Section 3.04 and Article M.05.01 of the Standard Specifications.

Construction Methods:

Excavation and grading shall be performed in accordance with the provisions of Article 2.02.03 of the Standard Specifications.

Processed Aggregate Base shall be placed and compacted in accordance with Section 3.04.03 of the Standard Specifications.

Bituminous concrete courses shall be constructed in accordance with the provisions of Article 4.06.03 of the Standard Specifications.

Method of Measurement:

This work will be measured by the actual number of square yards of completed pavement and/or sidewalk repair, to the limits shown on the plans and details, or as directed by the Engineer.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Pavement Repair", complete in place, which shall include sawcutting, removal of existing pavement, sidewalk and curbing, excavation, formation of subgrade, backfilling, disposal of surplus material, processed aggregate

base, tack coat, bituminous concrete pavement, grading, compaction, and all equipment, tools labor and materials incidental thereto.

Pay Item

Pavement Repair

Pay Unit

SY

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ITEM #0604301A – PEDESTRIAN BRIDGE SUPERSTRUCTURE (SITE NO. 1)

Description:

This item shall consist of designing, fabricating, transporting, furnishing and erecting a fully engineered prefabricated pedestrian bridge consisting of a half-through truss style superstructure, in steel construction for the span length and width as detailed on the plans. The superstructure shall include all bridge bearings, railings, and all other materials and equipment necessary to complete the work.

Pedestrian Bridge Superstructure Selection: The Contractor shall identify their intended bridge supplier as part of the bid submittal. The supplier must have at least 5 years of experience fabricating these types of structures. Stick-built' alternatives shall not be allowed. The contractor shall supply a proprietary prefabricated pedestrian bridge as manufactured by one of the following pre-approved suppliers or as approved by the Engineer:

Continental Bridge.

8301 State Highway 29 North
Alexandria, Minnesota 56308
Phone: 1-800-328-2047

CMI

Phone: 770-933-8766

TrueNorth Steel

Phone: 866-982-9571

Pioneer Bridges, A Division of Bailey Bridges, Inc.

119 40th Street NE
Fort Payne, AL 35967
Phone: 256-845-7575
Fax: 256 845-7775

The contractor must provide the following documentation, for any proposed supplier who is not pre-approved, at least 10 days prior to bid:

- * Product Literature

- * All documentation to insure the proposed substitution will be in compliance with these specifications. This shall include:

- Representative design calculations
- Representative drawings
- Splicing and erection procedures
- Warranty information
- Inspection and Maintenance procedures
- AISC Shop Certification
- Welder Qualifications

* Proposed suppliers must have at least five (5) years experience designing and fabricating these type structures and a minimum of five (5) successful bridge projects, of similar construction, each of which has been in service at least three (3) years. List the location, bridge size, owner, and a contact for reference for each project.

The engineer will evaluate and verify the accuracy of the submittal prior to bid. If the engineer determines that the qualifying criteria have not been met, the contractor's proposed supplier shall be rejected. The engineer's ruling shall be final.

Designer's Liability Insurance: The Designer of the proprietary prefabricated pedestrian bridge shall secure and maintain at no direct cost to the Town or Department, a Professional Liability Insurance Policy for errors and omissions in the minimum amount of One Million Dollars (\$1,000,000). The Designer may, at her or his election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if he or she should obtain a policy containing such a clause, the Designer shall be liable to the extent of the deductible amount. The Designer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Designer. The Designer shall continue this liability insurance coverage for a period of three years from the date of the acceptance of the work by the agency head as evidenced by a certificate of acceptance issued to the contractor or for three years after the termination of the contract, whichever is earlier, subject to the continued commercial availability of such insurance.

The Designer shall supply the certificate of this insurance to the Engineer prior to the start of fabrication, furnishing and erection of the prefabricated pedestrian bridge. The designer's insurance company shall be licensed in the State of Connecticut.

General Design Requirements:

The prefabricated superstructure shall be designed and manufactured to the following requirements:

1. Span: Bridge span shall be 80 feet (straight line dimension) and shall be as measured from inside of backwall to inside of backwall.
2. Width: Bridge width shall be 8 feet clear opening and shall be measured from the inside face of structural elements/rub rails.

3. Bridge System Type: Bridge(s) shall be designed as a Half or Pony Through Truss System that has one (1) diagonal per panel and plumb end vertical members. Interior vertical members may be plumb or perpendicular to the chord faces.

The overall height of the bridge structure shall be determined based on structural and shipping considerations by the bridge manufacturer.

4. The prefabricated bridge design shall follow the dimensions of the bridge envelope shown in the contract drawings. The prefabricated pedestrian bridge shall be located as depicted on the plans. The low chord elevation shall be as shown on the plans, with no deviation permitted.
5. The prefabricated pedestrian bridge shall be designed to be within all property lines and easement lines shown on the contract drawings. If additional work areas are necessary for the construction, the Contractor shall be responsible for obtaining the rights from the affected property owners. Copies of these rights shall be forwarded to the Town.

6. Member Components:

All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.

To provide lateral support for the top flange of open shape stringers (W-shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location.

7. Attachments:

- A. Rub Rails

The bridge shall be provided with naturally durable hardwood Ipe rub rails for the full length of the bridge and at the position shown on the plans. The rub rails shall be secure and shall not rotate within their fittings. The mounting of rub rails shall be such that the completed rail and supports are capable of withstanding a load of 200 lbs applied in any direction at any point on the rail. The rub rail shall deflect no more than 1/4" under this loading.

Rub rail attachment brackets shall be painted to match the bridge superstructure.

- B. Railing

The bridge shall be provided with a steel toe rail and steel vertical pickets with a maximum opening of 4".

The railing system shall be designed for a pedestrian infill loading of 200 lbs applied at any point in the system or a load of 25 psf over the entire tributary area, whichever produces the larger forces. These loads shall be applied at right angles to the railing. The framing system

shall be designed so that no gaps around the framing are greater than the 4" maximum opening size specified.

Toe rail and vertical pickets shall be painted, matching the bridge superstructure.

Engineering:

Structural design of the bridge structure(s) shall be performed by or under the direct supervision of a licensed professional engineer and done in accordance with recognized engineering practices and principles. The engineer shall be licensed to practice in Connecticut. All designs for the prefabricated pedestrian bridge shall conform to the latest edition of the American Association of State Highway and Transportation Officials (AASHTO) LRFD Guide Specifications for Design of Pedestrian Bridges except as noted otherwise herein.

1. Design Loads

In considering design and fabrication issues, this structure shall be assumed to be statically loaded. No dynamic analysis shall be required nor shall fabrication issues typically considered for dynamically loaded structures be considered for this bridge.

A. Dead Load

The bridge structure design shall consider its own dead load (superstructure and original decking), as well as the additional loads listed below.

B. Uniform Live Load

1. Pedestrian Live Load

Main Members: Main supporting members, including girders, trusses and arches shall be designed for a pedestrian live load of 90 psf of bridge walkway area. The pedestrian live load shall be applied to those areas of the walkway so as to produce maximum stress in the member being designed.

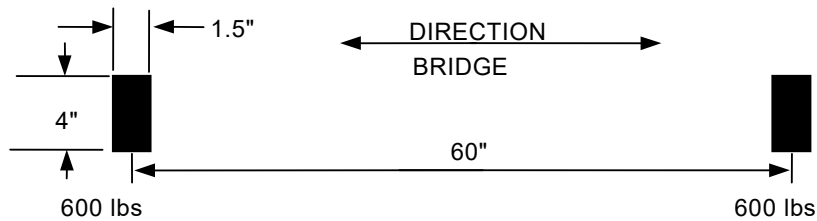
Secondary Members: Bridge decks and supporting floor systems, including secondary stringers, floor beams and their connections to main supporting members shall be designed for a live load of 90 psf, with no reduction allowed.

C. Concentrated Loads

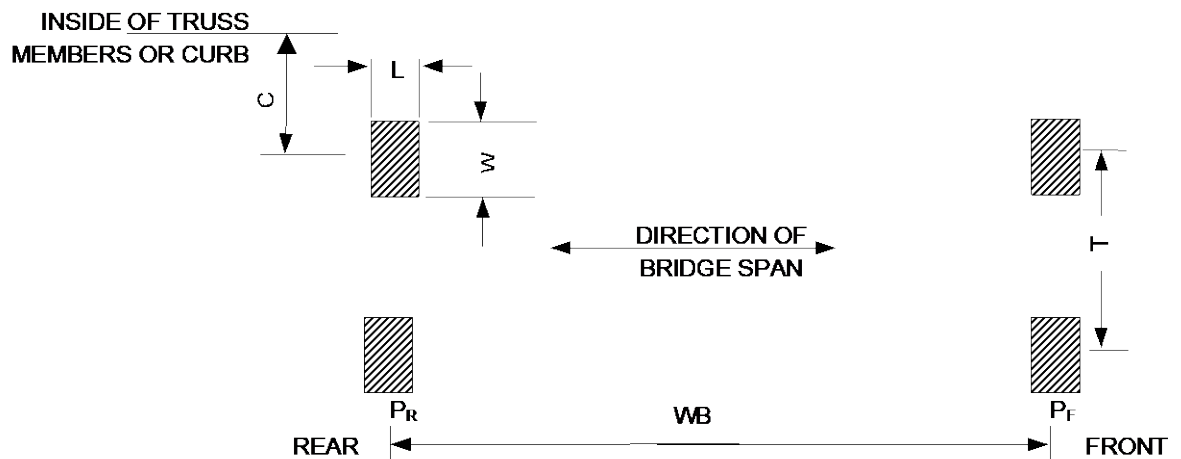
The bridge superstructure, floor system and decking shall be designed for each of the following point load conditions:

1. A concentrated load of 1000 lbs placed on any area 30"x30".

2. A 1200 lbs two wheel vehicle with a wheelbase and tire print area as shown in the following diagram:



3. A 10,000 lb four wheeled H-10 vehicle (4,000 lb front axle and a 6,000 lb rear axle) having a 14 ft x 6 ft wheelbase.
4. A 10,000 lb four wheeled vehicle with the appropriate wheelbase, tire track and tire print area as shown in the following diagram: (See Table I for the values corresponding to the selected vehicle.)



Vehicle	Axle and Wheel Spacings		Front Wheels			Rear Wheels			
Weight	WB	T	P _F	L	W	P _R	L	W	C*
4,000#	48"	32"	1,000#	2.0"	5.0"	1,000#	2.0"	5.0"	9"
6,000#	66"	48"	1,500#	2.5"	6.0"	1,500#	2.5"	6.0"	12"
8,000#	102"	60"	1,600#	3.0"	8.0"	2,400#	3.0"	8.0"	15"
10,000#	120"	72"	2,000#	3.5"	8.5"	3,000#	3.5"	8.5"	18"

(*C is the minimum dimension from center of wheel to the inside face of truss or curb.)

TABLE I

All of the concentrated or wheel loads shall be placed so as to produce the maximum stress in each member being analyzed. Critical stresses need be calculated assuming there is only one vehicle on the bridge at any given time. Assumptions that vehicles only travel down the center of the bridge or that the vehicle load is a uniform line load will not be allowed.

Each four wheeled vehicle load listed in Table I, up to and including the maximum weight vehicle selected, must be used in determining critical deck stresses. The wheel distribution for deck design shall be as specified in Section 4.3.1. Stringers shall be designed for the applied wheel loads assuming no lateral load distribution to adjacent stringers.

A vehicle impact allowance is not required.

Two sets of inventory and operating load ratings shall be submitted in summary form along with back-up calculations. The analysis shall be performed using the LRFD method described in the AASHTO Manual for Condition Evaluation of Bridges. The live load to be used in the analysis for the inventory and operating ratings shall be the pedestrian loading.

D. Wind Load

1. Horizontal Forces

The bridge(s) shall be designed for a wind load 35 psf on the full vertical projected area of the bridge as if enclosed. The wind load shall be applied horizontally at right angles to the longitudinal axis of the structure.

The wind loading shall be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams and their connections.

2. Overturning Forces

The effect of forces tending to overturn structures shall be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be 20 psf of deck.

E. "Sway" Frame Loads

The chords, wind bracing, verticals, floor beams, and top struts shall be designed for lateral wind (or seismic) loads as applicable. Also, the interior "sway" frames formed by the truss verticals, floor beams and top struts, along with their connections, shall be capable of withstanding, in combination with loads derived from a 3-D analysis of the structure, a lateral load of 1% of the top chord compression applied at the elevation of the top chord. This lateral load is based on the compression in the chord due to the load combination being considered and will be calculated assuming no lateral resistance from the top bracing system. In no case shall the interior "sway" frames be designed for a lateral load of less than either of the following loads (whichever is larger), acting alone on each box:

1% of the maximum top chord compression, or

(1% of the maximum top chord compression plus full wind) x 0.75.

The end portal frame shall be capable of withstanding, in the appropriate combinations with other loads from the analysis, a lateral load acting at the elevation of the top bracing system. This lateral load will be calculated assuming all interior truss joints are pinned (i.e. the wind load applied at the top of the end portals shall be based on a tributary area assuming no load is carried between the top and bottom bracing systems by the interior portal frames).

NOTE: The effects of three dimensional loading (including "sway" frame loads) shall be considered in the design of the structure. The "sway" frame loads in full through trusses shall be added to the forces derived from a three dimensional analysis of the bridge.

F. Load Combinations

The loads listed herein shall be considered to act in the following combinations, whichever produce the most unfavorable effects on the bridge superstructure or structural member concerned.

[DL=Dead Load; LL = Live Load; WL = Wind Load; VEH = Vehicle Load]

DL + LL

DL + VEH

DL+WL

DL+LL+.3WL

DL+VEH+.3WL

NOTE: For service load design, the percentage of the basic unit stress used for each combination shall be in accordance with table 3.22.1A of the AASHTO "LRFD Bridge Design Specifications (5th Edition)".

It shall be the responsibility of the foundation engineer to determine any additional loads (i.e. earth pressure, stream force on abutments, wind loads other than those applied perpendicular to the long axis of the bridge, etc.) and load combinations required for design of the abutments.

G. Steel: Criteria for bridge design and standards for tubular steel members shall be in accordance with the American Association for State and Transportation Officials (AASHTO) LRFD Bridge Design and AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges.

H. Temperature: Bridge shall be designed to accommodate a temperature differential of 120 degrees Fahrenheit. At least 1" clearance shall be provided between the bridge and concrete abutments.

I. Camber: The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection.

- J. Deflection: The vertical deflection of the main trusses due to pedestrian live load shall not exceed $1/500$ of the span length. For pedestrian comfort, the load used for deflection check, shall be a minimum of 500 pounds per lineal foot of the bridge or a uniform load of 90 pounds per square foot, whichever is greater.

The horizontal deflection due to wind load shall not exceed $1/500$ of the span length.

The deflection of floor system members (floor beams and stringers) due to service pedestrian live load shall not exceed $1/360$ of their respective spans.

Materials:

Pedestrian Bridge Superstructure: Materials shall conform to the following requirements and those not listed below shall be as prescribed within the AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges and the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, including supplemental specifications and applicable special provisions.

Markings: The date of manufacture, name of manufacturer, the production lot number, orientation of the sections, and the piece-mark shall be clearly marked on the side of each panel or module.

Steel: All members of the vertical trusses (top and bottom chords, verticals, and diagonals) and of the top horizontal truss (top struts and top braces) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing. Bridges which are to be painted shall be fabricated using ASTM A500 grade C cold-formed welded square and rectangular tubing ($F_y = 50$ ksi) and/or high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing ($F_y = 50$ ksi) and/or ASTM A588, ASTM A242, ASTM A572, ASTM A 606 ($F_y = 50$ ksi) and/or ASTM A36 ($F_y = 36$ ksi) plate and structural steel shapes. Splice plates, if required, shall be ASTM A588.

All structural steel bridge members shall have a minimum thickness of at least $1/4"$. All steel shall be weathering steel and exposed surfaces blast-cleaned in accordance with Connecticut Department of Transportation Form 818, Section 6.03.03-27.

Anchor Bolts: The anchor bolts shall be fully threaded stainless steel rods, and conform to ASTM A193, Class 2, Grade 8 (UNS designation S 30400 (304)). The nuts shall be prevailing-torque reusable-type (with nylon insert) lock nuts and conform to ASTM A194, Grade 8, strain hardened (UNS designation S 30400 (304)): Washers shall be $5/16"$ thick stainless steel and conform to ASTM A276, Type 304, annealed

Bolts: Field splices and other connections shall be fully bolted with ASTM A325 type 3 high strength bolts in accordance with the "Specifications for Structural Joints Using ASTM A325 or A490 Bolts".

Welding: Welding and weld procedure qualification tests shall conform to Form 817, Section 6.03.03-6.

Welders: Welders shall be properly accredited operators, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

Bearing Devices: Bridge bearings shall consist of a steel masonry plate placed on the abutment or grout pad along with an elastomeric bearing pad. The bridge bearing plate which is welded to the bridge structure shall bear on the elastomeric bearing pad. One end of the bridge will be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end will have finger tight only nuts to allow movement under thermal expansion or contraction.

The bridge bearings shall sit on a raised pad on the concrete abutment. The step height (from bottom of bearing to top-of-deck) shall be determined by the bridge manufacturer.

Timber Decking and Rub Rails: Timber deck design shall be performed by the bridge manufacturer. The deck shall be designed for all loads specified as prescribed within the AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges and this specification.

Timber decking and rub rails shall be naturally durable hardwood Ipe (*Tabebuia* Spp) Lapacho Group or Cumaru (*Dipteryx*). All planks shall be partially air dried to a moisture content of 15% to 20% and shall be supplied S4S (surfaced four sides) with one face "hit or miss" allowed up to 10% of the total length, E4E (eased four edges), with the edges eased to a radius of 1/8". Measured at 30% moisture content, the width and thickness shall not vary from the specified dimensions by more than ± 1 mm. All planks shall be supplied with the ends sealed with "Anchorseal" Mobil SER-M or approved equal aqueous wax timber sealer.

Railings:

1. In accordance with AASHTO, railings for pedestrian use shall be a minimum of 42" above the floor deck.
2. Safety rail shall be located on the inside of the truss and include vertical pickets with a maximum opening of 4 inches.

Submittals:

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

A. Detailed Plans:

- For submittals in paper form, the working drawings shall be printed on ANSI B (11"x17" Ledger/Tabloid) sheets. Each drawing shall have a border and title block. Located in lower right hand corner of the drawing adjacent to the title block, each drawing shall have a rectangular box, 2 1/4" wide x 1 3/4" high, for the reviewers stamp. Design

computations, load ratings, installation procedures and other supporting data shall be submitted on ANSI A (8 ½" x 11" Letter) sheets. Six (6) sets of each submission shall be supplied to the Town or its Engineer.

- For submittals in an electronic portable document format (.pdf), the working drawings shall be created on ANSI D (22" x 34") full scale (1" electronic file = 1" paper) sheets. (The purpose of creating the drawings on ANSI D sheets is so that the sheets may be printed/plotted at that size or smaller without loss of legibility.) Each drawing shall have a border and title block. Located in lower right hand corner of the drawing adjacent to the title block, each drawing shall have a rectangular box, 2 ¼" wide x 1 ¾" high, for the reviewers stamp. Design computations, load ratings, installation procedures and other supporting data shall be submitted on ANSI A (8 ½" x 11"; Letter) sheets.
- Stamped by a licensed Professional Engineer (Connecticut).
- Full plan view of the prefabricated pedestrian bridge drawn to scale. The plan view must reflect the horizontal alignment with beginning and ending coordinates. All utilities, guiderail, signs, lights, etc. that affect the construction along with all property lines and easement lines adjacent to the structure shall be shown.
- Full elevation view of the prefabricated pedestrian bridge drawn to scale. Elevation views should indicate the elevations at the top of deck, bottom of low chord, abutment seats, and the location of finished grade.
- Typical cross section of the prefabricated pedestrian bridge drawn to scale including all appurtenances.
- Details of all prefabricated pedestrian bridge components and their connections such as the bearings and anchor bolts and their length, size and type.
- Design parameters used along with AASHTO and other pertinent references.
- Material designations for all materials to be used.
- Show shop coatings, steel thickness, fabrication details, size, location, and spacing of fasteners for attaching bridge components to itself, details of attachment to the abutment, accessories and their installation, and critical installation procedures.

B. Design Computations:

- Stamped by a licensed Professional Engineer (Connecticut).

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

Data Required to be Shown:

- Data Input for 3-D Analysis of Bridge
 - Joint Coordinates & Member Incidences
 - Joint and Member Loads
 - Member Properties
 - Load Combinations
 - AASHTO Member Capacity Checks for Each Member Type
 - Weld Failure Checks (Ultimate)
 - Local Buckling of the Main Member Face Checks
 - Main Member Yielding Failure Checks
 - Main Member Crippling Failure Checks
 - Main Member Buckling Failure Checks
 - Main Member Shear Failure Checks
 - All Bolted Splice Checks (if applicable)
 - Main Truss Deflection Checks
 - Decking Material Checks
 - "U-Frame" Stiffness Checks (if applicable)
 - Interior and End Portal Design Checks (if applicable)
 - Determination of Top Chord K Factor Based on "U-Frame" Stiffness (if applicable)
 - Consideration of Individual Member Moments Due to Truss Deflection, Joint Fixity and Joint Eccentricity
- Documentation of computer programs including all design parameters.
 - The design shall conform to the criteria listed below.

C. Construction Specifications:

- Construction methods specific to the proprietary prefabricated pedestrian bridge. These specifications should include construction limitations including vertical clearance, right-of-way limits, etc. Submittal requirements for materials such as certification, quality, and acceptance/rejection criteria should be included. Details on connection of reinforcements such that assurance of uniform stress transfer should be included.
- Any requirements not stated herein.

The submissions of working drawings and computations for proprietary prefabricated pedestrian bridge shall be treated as working drawings in accordance with Article 1.05.02 amended as follows:

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

Final Submissions for Prefabricated Pedestrian Bridge:

Once the prefabricated pedestrian bridge design has been reviewed and accepted by the Town, the Contractor shall submit the final plans. The final submission shall include one set of full size (approximately 24" x 36).

The final submission shall be made within 14 days of acceptance by the Engineer. No work shall be performed relating to the prefabricated pedestrian bridge until the final submission has been received.

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

The actual designer of the prefabricated pedestrian bridge is responsible for the review of any shop drawings prepared for fabrication and construction. One set of full size blue line copies of all approved shop drawings shall be submitted for the Town's permanent records.

Erection Drawings for Pedestrian Bridge Superstructure:

- Location and size of crane(s), features that limit the crane's operation, such as overhead utilities or difficult terrain and extended reach. Crane charts shall be submitted with proposed equipment.
- Erection Stress Analysis
- Sequence of installation.
- Installation manual
- Details of the methods used for field splicing sections together.
- Lifting weights
- Crane Mat sizing

Fabrication:

1. General Requirements

A. Drain Holes

The proposed bridge will be under water during some storm events. All tubes shall have a drain hole provided at its lowest point to let water out.

B. Welds

Special attention shall be given to developing sufficient weld throats on tubular members. Fillet weld details shall be in accordance with AWS D1.1. Fillet welds which run onto the radius of a tube shall be built up to obtain the full throat thickness (See Figure 4.1). The maximum root openings of fillet welds shall be in conformance with AWS D1.1. Weld size or effective throat dimensions shall be increased in accordance with this same section when applicable (i.e. fit-up gaps > 1/16").

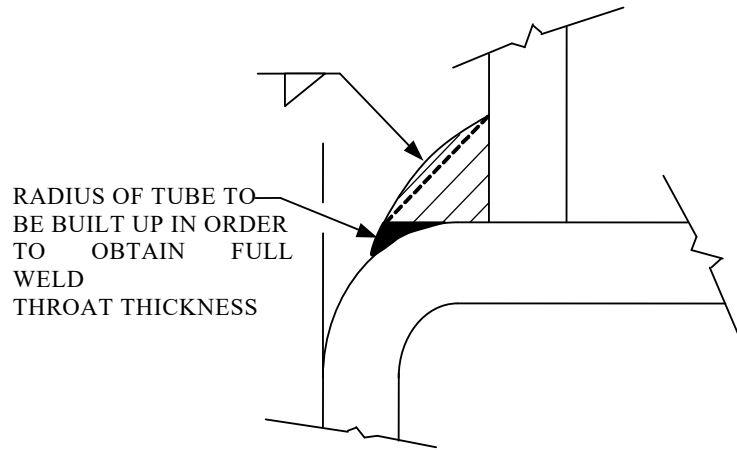


FIGURE 4.1
BUILD UP RADIUS WELD

The fabricator shall have verified that the throat thickness of partial joint penetration groove welds (primarily matched edge welds or the flare-bevel-groove welds on under hung floor beams) shall be obtainable with their fit-up and weld procedures. Matched edge welds shall be "flushed" out when required to obtain the full throat or branch member wall thickness.

For full penetration butt welds of tubular members, the backing material shall be fabricated prior to installation in the tube so as to be continuous around the full tube perimeter, including corners. Backing may be of four types:

- A "box" welded up from four (4) plates.
- Two "channel" sections, bent to fit the inside radius of the tube, welded together with full penetration welds.
- A smaller tube section which slides inside the spliced tube.
- A solid plate cut to fit the inside radius of the tube.

Corners of the "box" backing, made from four plates, shall be welded and ground to match the inside corner radii of the chords. The solid plate option shall require a weep hole either in the chord wall above the "high side" of the plate or in the plate itself. In all types of backing, the minimum fit-up tolerances for backing must be maintained at the corners of the tubes as well as across the "flats".

2. Quality Certification

Bridge(s) shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category "Simple Steel Bridges" as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification.

Delivery and Erection:

On Site Representative: A qualified and experienced representative from the bridge supplier shall be at the site at the initiation of the bridge construction to assist the Contractor and the Engineer. The representative shall also be available on as needed basis, as requested by the Engineer.

Installation: The pedestrian bridge superstructure shall be installed in accordance with manufacturer's recommendations.

Assembly of the various components shall be performed in such a manner that no undue strain or stress is placed on any of the members that constitute the completed structure.

Delivery is made to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival.

The manufacturer will provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection shall be the responsibility of others. Note: Field erection procedures shall comply with erection procedures submitted by the Contractor for approval.

The staging area, crane locations, delivery truck turnaround and laydown areas shall be prepared as necessary to maneuver equipment and shall be removed upon completion of work.

The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.

Bearings:

1. Bearing Devices

Bridge bearings shall consist of a steel masonry plate placed on the abutment or grout pad along with an elastomeric bearing pad. The bridge bearing plate which is welded to the bridge

structure shall bear on the elastomeric bearing pad. One end of the bridge will be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end will have finger tight only nuts to allow movement under thermal expansion or contraction.

The bridge bearings shall sit on a raised pad on the concrete abutment. Minimum 28-day strength for the abutment concrete shall be 3000 psi. The bearing seat shall be a minimum of 16" wide. The step height (from bottom of bearing to top-of-deck) shall be determined by the bridge manufacturer and shall not exceed dimension shown on plans.

Foundations:

Unless specified otherwise, the bridge manufacturer shall determine the number, diameter, minimum grade and finish of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations. Engineering design of the bridge supporting foundations (abutment, pier, bracket and/or footings), including design of anchor bolt embedments, shall be the responsibility of the foundation engineer. The contractor shall provide all materials for (including anchor bolts) and construction of the bridge supporting foundations. The contractor shall install the anchor bolts in accordance with the manufacturer's anchor bolt spacing dimensions.

Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete.

Payment: A partial payment or "deposit" for the prefabricated bridge shall be made upon order and storage as required by the terms of the manufacturer.

Warranty: The bridge manufacturer shall warrant their steel structure(s) to be free of design, material and workmanship defects for a period of ten years from the date of delivery. This warranty does not include decking, railing attachments, on any other items not part of the steel truss structure.

This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration or any other cause not the result of defective materials or workmanship.

This warranty shall be void unless owner's records can be supplied which shall indicate compliance with the minimum guidelines specified in the inspection and maintenance procedures.

Repair or replacements shall be the exclusive remedy for defects under this warranty. The bridge manufacturer shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

Approval Checklist: The following checklist will be used in the evaluation of all submittals to assure compliance with the Special Specifications for Prefabricated Bridge. This checklist is considered the minimum acceptable requirements for compliance with these specifications. Any deviations from this checklist shall be considered grounds for rejection of the submittal. Any costs associated with delays caused by the rejection of the submittal, due to non-compliance with this checklist, shall be fully borne by the contractor and bridge supplier.

Submittal Drawings

Data Required to be Shown:

- Bridge Elevation
- Bridge Cross Section
- All Member Sizes
- All Vertical Truss Members are Square or Rectangular Tubing
- Bridge Reactions
- General Notes Indicating
 - AASHTO Stress Conformance
 - Material Specifications to be followed
 - Design Live Load
 - Design Vehicle Load
 - Design Wind Load
 - Other Specified Design Loads
 - Welding Process
 - Blast Cleaning
- Detailed Bolted Splices
- Bolted Splice Location
- Signature and Seal of Professional Engineer, licensed in State of Connecticut

DESIGN CALCULATIONS

Data Required to be Shown:

- Data Input for 3-D Analysis of Bridge
 - Joint Coordinates & Member Incidences
 - Joint and Member Loads
 - Member Properties
 - Load Combinations
- AASHTO Member Capacity Checks for Each Member Type
 - Weld Failure Checks (Ultimate)
 - Local Buckling of the Main Member Face Checks
 - Main Member Yielding Failure Checks
 - Main Member Crippling Failure Checks
- Main Member Buckling Failure Checks
- Main Member Shear Failure Checks
- All Bolted Splice Checks (if applicable)
- Main Truss Deflection Checks
- Decking Material Checks
- "U-Frame" Stiffness Checks (if applicable)
- Interior and End Portal Design Checks (if applicable)
- Determination of Top Chord K Factor Based on "U-Frame" Stiffness (if applicable)
- Consideration of Individual Member Moments Due to Truss Deflection, Joint Fixity and Joint Eccentricity

FABRICATION SUBMITTALS

Data Required to be Shown:

- ** Written Installation Instructions
- ** Written Splicing Instructions
- ** Written Maintenance & Inspection Instructions
- ** Welder Certifications
- ** Welding Procedures
- Material Certifications (if applicable)
 - Structural Steel (if applicable)
 - Decking (if applicable)
 - Structural Bolts (if applicable)
 - ** Quality Control Section of AISC Certification Manual (if applicable)
 - Weld Testing Reports (if applicable)
 - Critical Connection Failure Mode Checks For Each Member Type
 - Chord Face Plastification Checks
 - Punching Shear Checks
 - Material Failure Checks (Truss Webs)
 - Weld Failure Checks (Effective Length)

**** NOTE:** These items are required to be submitted along with Submittal Drawings and Design Calculations. Those Fabrication Submittal Items not marked are to be submitted prior to shipment of the bridge.

Method of Measurement:

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

Basis of Payment:

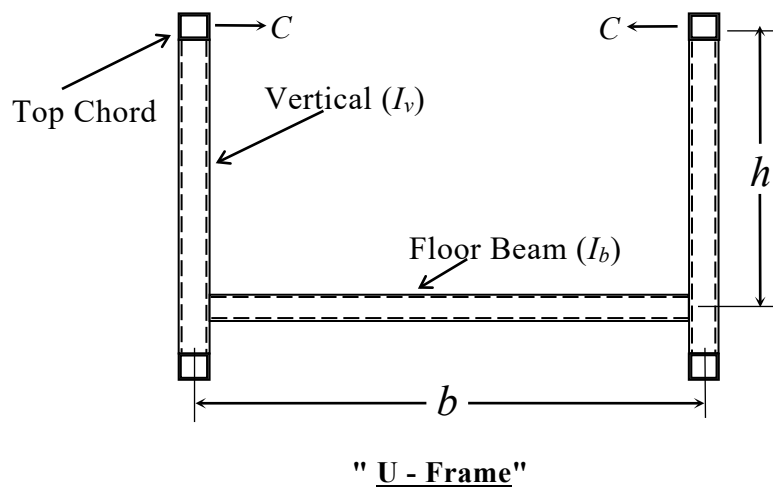
This work will be paid for at the contract lump sum price bid for "PEDESTRIAN BRIDGE SUPERSTRUCTURE (SITE NO. 1)", complete in place, which price shall include all equipment, materials, tools and labor incidental to the design, manufacture, furnishing, and installation of the pedestrian bridge superstructure at the locations specified on the contract drawings.

The price shall also include service of the On-Site Representative.

Appendix A

Table 7.1.2-1 Values of $1/K$ for various Values of CL/P_c and n

$1/K$	$n=4$	$n=6$	$n=8$	$n=10$	$n=12$	$n=14$	$n=16$
1.000	3.686	3.616	3.660	3.714	3.754	3.785	3.809
0.980		3.284	2.944	2.806	2.787	2.771	2.774
0.960		3.000	2.665	2.542	2.456	2.454	2.479
0.950			2.595				
0.940		2.754		2.303	2.252	2.254	2.282
0.920		2.643		2.146	2.094	2.101	2.121
0.900	3.352	2.593	2.263	2.045	1.951	1.968	1.981
0.850		2.460	2.013	1.794	1.709	1.681	1.694
0.800	2.961	2.313	1.889	1.629	1.480	1.456	1.465
0.750		2.147	1.750	1.501	1.344	1.273	1.262
0.700	2.448	1.955	1.595	1.359	1.200	1.111	1.088
0.650		1.739	1.442	1.236	1.087	0.988	0.940
0.600	2.035	1.639	1.338	1.133	0.985	0.878	0.808
0.550		1.517	1.211	1.007	0.860	0.768	0.708
0.500	1.750	1.362	1.047	0.847	0.750	0.668	0.600
0.450		1.158	0.829	0.714	0.624	0.537	0.500
0.400	1.232	0.886	0.627	0.555	0.454	0.428	0.383
0.350		0.530	0.434	0.352	0.323	0.292	0.280
0.300	0.121	0.187	0.249	0.170	0.203	0.183	0.187
0.293	0						
0.259		0					
0.250			0.135	0.107	0.103	0.121	0.112
0.200			0.045	0.068	0.055	0.053	0.070
0.180			0				
0.150				0.017	0.031	0.029	0.025
0.139				0			
0.114					0		
0.100						0.003	0.010
0.097						0	
0.085							0



Where:
$$C = \frac{E}{h^2 [h/3I_v + b/2I_b]}$$

L = Length in inches of one truss panel

P_c = Buckling Load (= Top Chord Compression \times F.S.)

n = Number of Panels

Reference: Galambos, T.V. (1988) "Guide to Stability Design Criteria for Metal Structures", 4th Edition

0604301a –pedestrian bridge superstructure (site no. 1) - 11716.00038.0060.j1421.specs.doc

ITEM #0906202A – THREE RAIL WOOD FENCE

Description:

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

Submittals:

The Contractor shall submit shop drawings and product data prior to placing order and receipt of materials for this item.

Materials:

- a. All lumber shall conform to Voluntary Product Standard PS-70 and be certified according to applicable standard grading and dressing rules and shall bear the official grade and/or trademark of the association under whose rules it is produced.
- b. Wood: See details for post, rail and picket nominal dimensions. All wood shall be . #2 Southern Yellow Pine (Southern Pine Inspection Bureau Grading), or equal. All wood to be new, solid, sound, and surface dry with a maximum moisture content of 19%. All wood shall be clearly marked with the official grading information.
- c. Treatment: All wood shall be .40 pressure treated in accordance with AWPI Standard U1, Categories UC3A and UC4A.

Construction Methods:

The posts shall be set in holes dug in thoroughly compacted soil and the bottom of the hole shall be thoroughly rammed so that the posts will have a stable foundation. Holes shall be hand dug when posts are within five (5) feet a utility line. Poles shall be plumb and such that rails, once installed, will be parallel to the ground below.

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

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

The holes shall be backfilled with an approved material which shall be thoroughly compacted.

The rail shall be mounted on the post as shown on the plans utilizing paddle joints. The rail members shall be accurately cut so as to provide even bearing over entire surface of joints. No shimming of any kind will be allowed in making joints nor will open joints be accepted. All exposed edges of posts shall be chamfered.

Method of Measurement:

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

Basis of Payment:

Payment for these items will be at the contract unit price bid per linear foot for "THREE RAIL WOOD FENCE", complete in place, which price shall include all pressure treatment, materials, equipment, tools, and labor incidental to the installation of the completed and accepted rail/fence, including hand dug holes, excavation, and backfill.

Pay Item

Three Rail Wood Fence

Pay Unit

LF

0906202a-three rail wood fence - 11716.00038.0060.j1421.specs.doc

ITEM #0910090A – STEEL-BACKED TIMBER GUIDERAIL – TYPE A

ITEM#0910091A– STEEL-BACKED TIMBER GUIDERAIL – TERMINAL SECTION

Description: Work under this item shall consist of a single steel-backed timber rail element fastened to steel posts and the appropriate treatment at fixed objects and terminal ends as shown on the plans. It shall be erected in the locations sited and fabricated in conformity with the designations, dimensions and details shown on the plans or as ordered by the engineer.

Materials:

1. **Steel:** All steel posts, back-up rails, splice plates and channel rubrails which are to be used as “Weathering Steel”, shall meet the requirements of ASTM A588. The fabricator shall notify the manufacturer that it is “Weathering Steel” (structural steel for use in bare, unpainted applications) and that the steel shall not be marked with paint or steel die stamped, but identification shall be stenciled with permanent ink. The dimensions of each component shall conform to the plans and ASTM A6. All steel posts shall be galvanized after fabrication to meet the requirements of ASTM A123 and conform to the galvanizing limits and tolerances shown on the plans. A single $\frac{3}{4}$ ” diameter hole may be drilled 2” from the top of each post, in the center of the web, to facilitate the galvanizing process on the bottom of all posts.
2. **Timber:** All timber rail and block-out components shall conform with the following:
 - a) Commercial lumber grade No. 1 or better after treatment;
 - b) AASHTO M 168;
 - c) Minimum stress rating of 1350 psi
 - d) Rough sawn (non-planed) or S4S (surface four side) Southern Yellow Pine or Douglas Fir- Larch with nominal dimensions as indicated on the plans. Variations in the size of any dimension shall not be more than $\pm \frac{1}{4}$ ”
 - e) All timber components shall be pressure treated with CCA or ACZA depending on species supplied conforming to AWPAs Standard P5 to a minimum net retention of 0.60lb/cubic foot in the assay zone in accordance with AWPAs Standard C14.
 - f) All timber components shall be fabricated (including but not necessarily limited to cutting, drilling, dapping and chamfering) prior to treatment.
 - g) All timber components shall be free of excess preservative and solvent at the conclusion of the treating process. Post treatment cleaning shall be by expansion bath or steaming in accordance with AWPAs Standard C2;
 - h) Kiln or air dried to a maximum moisture content of 25% after treatment (KDAT - 25);
 - i) Grade-marked after treatment by an agency certified by the American Lumber Standard Committee (ALSC).
3. **Fasteners:** Round head bolts shall be manufactured in accordance with the sizes designated on the plans, the geometric specifications included in ANSI B18.5.1.2.2 and the material specifications for ASTM A588 steel. All round head bolts shall be marked with the manufactures symbol and A588. Hex Lag Screws shall be manufactured in accordance with

ASTM A307 Grade A specifications. All Hex Lag Screws shall be hot-dipped galvanized in accordance with ASTM A153 Class C.

Construction Methods: The steel posts shall be driven. The Contractor shall use suitable caps and equipment to prevent damage to the posts during driving. Where rock or boulders are encountered in driving the posts, the material shall be removed so as to make a hole of sufficient size to permit the setting of the post. The hole shall then be backfilled and thoroughly compacted before the driving of the posts.

The Contractor is cautioned that within the limits of any project, buried cables for illumination or utilities, which may be energized, may be present.

The posts shall be located as shown on the plans, set plumb and in alignment with the rail or rail treatments. The block outs and rail elements shall then be erected to produce a smooth continuous rail as shown on the plans.

Whenever rail or rail treatments are being constructed adjacent to roadways open to traffic, the Contractor shall complete the installation to and including the designated terminal treatment at the close of each day's work.

On long runs or other locations where it is not practical to complete the installation to and including the designed terminal treatment by the end of each day's work, the Contractor shall use temporary methods for terminating the beam rail so as to minimize any hazard caused by leaving the end of the beam rail exposed to traffic. Temporary methods for terminating the beam rail shall include lowering the rail end to the ground and providing adequate anchorage of the rail end by bolting, securing, burying, etc.

The Contractor shall submit to the Engineer for approval details of his proposed methods for temporary terminating the end section. No work shall be performed adjacent to the areas open to traffic until approval is given.

The Contractor shall be required to furnish extra length posts at transition areas or where field conditions warrant. These posts shall be of such length that the minimum depth in the ground, as shown on the plans, is maintained.

Before final erection, all galvanized elements which have been cut or worked so as to destroy the zinc coating and cause the base metal to be exposed shall have the exposed base metal thoroughly cleaned and brush coated with zinc rich touch up material.

Method of Measurement: The length of Steel-Backed Timber Guiderail – Type A measured for payment will be the number of linear feet of accepted rail of the type or designation installed, measured along the top of the rail between centers of end posts in each continuous section.

“Steel-Backed Timber Guiderail – Terminal Section” shall be measured for payment by the actual number of each terminal section installed in accordance with the “Pay Limit for Terminal Section” as designated on the plans.

Basis of Payment: Steel-Backed Timber Guiderail – Type A will be paid for at the contract unit price per linear foot for the type or designation indicated on the plan or ordered by the Engineer, complete in place. The price shall include all materials, fittings, back-up rail, posts, delineators, equipment, and tools and labor incidental to the installation of the rail.

“Steel-Backed Timber Guiderail – Terminal Section” will be paid for at the contract unit price each as shown on the plans or as ordered by the Engineer, complete and in place. The price for each shall include all materials, fittings, back-up rails, posts, anchor bolts, attachment brackets, drilling and grouting, chemical anchoring material, delineators, equipment, removal and disposal of surplus material, removal of existing rail, tools and labor incidental to the installation of the rail.

Pay Item	Pay Unit
Steel-Backed Timber Guiderail – Type A	L.F.
Steel-Backed Timber Guiderail – Terminal Section	Each

ITEM #0921016A – CONCRETE PAVER SIDEWALK

Description:

The work under this item shall include all labor and materials necessary to the limits shown on the plans to provide for installing concrete paver sidewalks, where shown on the drawing, including all necessary removals, disposal, excavation, backfill and compaction for proper subgrade preparation.

Installation shall be by a contractor and crew with at least three years of experience in placing interlocking concrete pavers on projects of similar nature or dollar cost.

Materials:

Brick Pavers:

Products shall be manufactured by one of the following:

The Belden Brick Company
PO Box 20910
Canton, Ohio 44701-0910
Phone: 330-451-2031

OR

Whitacre Greer
1400 S. Mahoning Ave.
Alliance, Oh 44601
P: [330] 823-1610 | F: [330] 823-5502

OR

Pine Hall Brick
2701 Shorefair Drive
Winston-Salem, NC 27105
800-334-8689

OR

Nicolock Paving Stones & Retaining Walls
99 Stoddard Avenue
North Haven, CT 06473
(203)-234-2800

Products from qualified manufacturers having a minimum of 5 years of experience manufacturing unit pavers will be acceptable by the Engineer as equal, if approved in writing, ten days prior to bidding, and if they meet the following specifications for design, size, color and fabrication.

The source of the pavers for the entire job must be from the same or adjacent runs at the chosen manufacturer.

PRODUCT COLORS			
	Whitacre Greer	Belden	Pine Hall
Soldier Course	No. 30 Clear Red	Regimental Red	English Edge Red
Infill	Equal Mix of No. 30, 32, 36	Regimental Full Range	English Edge F/R

Product shape(s): 4" x 8" x 2-1/4"

Product option(s): Bevel & lug, smooth

Granular Fill:

Shall conform to the requirements of Articles M.02.01.

Concrete:

PCC0446Z, conforming to Article M.03.01 of the Standard Specifications.

Reinforcing:

The reinforcing shall conform to the requirements of Article M.06.01 of the Standard Specifications.

Setting Bed:

Bituminous concrete leveling course: HMA S0.25 per the Special Provisions and DOT Form 818.

Neoprene Tack Coat shall meet the following requirements:

1. Mastic (asphaltic adhesive):
 - a) Solids (base) content by volume = $75 \pm 1\%$.
 - b) Weight = 8 to 8.5 lb./gal
 - c) Solvent vehicle – Varsol (over 75 degrees F flash)
2. Base (2% neoprene, 10% fibers, 82% asphalt):
 - a) Melting point (ASTM D-36-95) = 200 degrees F, minimum
 - b) Penetration at 77 degrees F 3.5 oz. load 5 second = 23 to 27.
 - c) Ductility (ASTM D-113-99 at 77 degrees F 3/16"/minute = 50 in. min.

Joint Sand:

Unilock® Unicure Polymeric Sand Plus (for Heavy Traffic Areas), color: Tan, or approved equivalent.

OR

PAVE TECH SandLock www.pavetech.com

Paver Edge Restraint:

Paver edge restraint to be Pave Edge Rigid as manufactured from Pave Tech, Inc., 8626 Hollander Drive, Franksville, Wisconsin 53126, Phone: (262)-884-800, Fax: (262)-884-8006
OR

Permaloc StructureEdge or approved equivalent. The edge restraint shall be heavy duty aluminium angles 3/16" x 2-1/4" minimum and anchored to the concrete base with approved concrete fasteners.

OR

Approved equivalent.

Submittals:

1. Shop or product drawings and product data shall be submitted.
2. Full size samples of concrete paving units shall be submitted to indicate color and shape selections.
3. Test results shall be submitted from an independent testing laboratory for compliance of paving unit requirements to ASTM C 936 or other applicable requirements.
4. The Contractor shall install a mock-up panel of pavers to demonstrate the specified installation method, patterns and colors. Work shall not commence on any paver areas until the mock-up panel for each installation is approved by the Owner and project Landscape Architect.

Construction Methods:

Do not install pavers during heavy rain or snowfall.

Verify that subgrade preparation, compacted density and elevations conform to the specifications.

Site Preparation

The site must be stripped of all topsoil and other objectionable materials to the grades specified.

All sub drainage of underground services within the pavement area must be completed in conjunction with subgrade preparation and before the commencement of subbase construction.

After trimming to the grades specified, the subgrade is to be proof rolled to 95 percent Standard Proctor Density in the presence of the Engineer, with soft spots or localized pockets of objectionable material excavated and properly replaced with approved processed aggregate base.

The subgrade shall be trimmed to within 0 to 1/2 in. of the specified grades. The surface of the prepared subgrade shall not deviate by more than 3/8 in. from the bottom edge of a 10 ft. straight edge laid in any direction.

The Contractor shall ensure that the prepared subgrade is protected from damage from inundation by surface water. No traffic shall be allowed to cross the prepared subgrade. Repair of any resulting damage shall be the responsibility of the Contractor and shall be repaired.

Under no circumstances shall further pavement construction proceed until the Owner and/ or the Consultant has inspected the subgrade.

Processed Aggregate Base

Install processed aggregate base in conformance with Section 3.04, M.02 and M.05 of the Standard Specifications and as shown on the details.

Concrete Base Installation

The concrete base shall be installed in conformance with Section 9.21 of the Standard Specifications and as shown on the details. The concrete base shall be finished to within 0 to 3/8 in. of the specified grade. The surface of the prepared concrete base shall not deviate more than 3/8 in. from the bottom edge of a 10 ft. straight edge laid in any direction.

Provide a finished surface for the concrete to the dimensions and details as shown on the plans.

Paver Installation

Before placing pavers, the concrete base shall be inspected by the Engineer.

Tack Coat

The tack coat should be installed when the ambient temperature is above 50 °F (10 °C). The surface of the base material should be thoroughly clean and dry before application. The tack coat should not be applied if rain is likely before placing the setting bed. The tack coat should be thoroughly mixed and heated to the appropriate application temperature, taking all necessary safety precautions. The tack coat should not be diluted. It should be uniformly applied by spraying, brushing or squeegeeing to the top of the base and to all surfaces that will be in contact with bituminous setting bed.

The application rate should be established before the work starts. As work progresses, the rate can be verified by marking out the area that one pail or drum will cover. The installer should not apply more tack coat at any time than can be covered with the bituminous setting bed during the same day. Apply at the rate recommended by the manufacturer. Once applied the tack coat should not be disturbed and should be allowed to cure or break before covering with the setting bed material. This may take a few hours dependent on weather conditions.

The tack coat should be applied to the base in a thin, continuous, uniform layer. If it is applied too thin or so that some areas of the base remain uncoated, the setting bed will not bond properly, creating a weakness or layer separation in the pavement. This can be detrimental if water accumulates and freezes in the separated area. If too much tack coat is applied, the thicker areas can create a slip plane, or the tack coat can penetrate the bituminous setting bed material and reduce its stability.

Setting Bed

The temperature should be above 40 °F (4 °C) before placing setting bed material. Depth-control rails

should be set on the existing surface to proper line and level using shims to account for surface irregularity. Allowance should be made for compaction of the bituminous mix, not only during construction but also in service. An experienced contractor will increase the thickness for different conditions so as to achieve the correct long-term surface profiles. Without additional recommendations, the setting bed thickness should be established so that when the pavers are fully set on the adhesive layer, their top surface will be about $\frac{1}{8}$ in. (3.1 mm) above the required grades to allow for future settlement.

Setting bed material should be delivered to the job site in trucks with steel linings that are clean and have not been treated with materials (e.g., gasoline, kerosene, etc.) detrimental to the asphalt mix. To retain heat, the bituminous mixture should be covered prior to use. The temperature of the setting bed material at the time of delivery should not be less than 260 °F (127 °C) or more than 320 °F (160 °C). The installer should work quickly to spread and roll the material before it cools below 180 °F (82 °C). When installing by hand, small orders of 1 or 2 tons (900 to 1800 kg) are generally all that can be handled before the mixture cools. Aggregate particles within the mixture $\frac{3}{8}$ in. (9.5 mm) or larger should be removed during installation.

Steel depth control rails, typically 12 ft. (3.6 m) long, are set up at 8 to 12 ft (2.4 to 3.6 m) centers on shims to achieve a uniform profile. The compacted setting bed should be within $\pm\frac{1}{8}$ in. (3.2 mm) of $\frac{3}{4}$ in. (19.1 mm) in thickness. Care should be taken to ensure that release agents applied to the screed rails and tools do not cause damage to the bituminous setting bed. The hot bituminous material should be spread over the tack-coated base and screeded to the appropriate profile between the depth control rails. The screeded panels should be advanced across the pavement as each screed rail length is completed. To minimize foot traffic on the screeded material, alternate panels should be constructed so that the screed rails and shims can be removed without disturbing the screeded material. The infill panel is screeded using the edges of the two outside panels to set the thickness.

Fill low spots and depressions with additional hot material as the work progresses to produce a firm even surface. Prior to filling, a depth of at least $\frac{1}{4}$ in. (6.3 mm) should be formed around the edges of low spots to avoid creating feather edges that could deteriorate prematurely. Low spots must not be filled with other materials. During installation of the setting bed the levels and surface profiles should be verified by fully compacting a small area of the setting bed.

Care should be taken to compact the bituminous material to a uniform density and surface texture while still hot. This can be achieved with a light power roller in static mode. If the setting bed is not adequately compacted, the adhesive will be over applied and will be squeezed through the joints to the surface as the setting bed is further compacted in service. This more frequently happens when the bituminous material has cooled below the appropriate working temperature.

The extent of the bituminous bed installed can be equal to two to three days of subsequent paver installation. Setting bed that is not covered by pavers should be protected from rain, dust and traffic. If any contamination or damage occurs, the affected areas of setting bed should be removed and replaced to their full depth.

Adhesive

Neoprene modified asphalt adhesives are proprietary materials that should be prepared in accordance

with the manufacturer's instructions. The adhesive should be applied by trowel, brush or squeegee to achieve a uniform coat of adhesive no more than **1/16** in. (1.6 mm) thick over the top of the bituminous setting bed. Typical application rates are between 2 and 3 gal per 100 ft² (8.2 to 12.3 liters per 10.0 m²). To ensure that sufficient adhesive is being applied, occasionally lift random pavers during installation to verify complete coating of the underside with adhesive. If too much adhesive is used it may ooze up to the surface through the joints. The adhesive should be permitted to become tacky before placing the pavers. This may take two to three hours after spreading, dependent on climatic conditions. While the adhesive is becoming tacky the installer may establish string lines to maintain the pattern.

Pavers

The pavers are laid on the adhesive working away from an edge restraint or the existing laying face while following the pattern lines that have been established. Pavers shall be installed in patterns as shown on drawings. In areas where standard patterns do not apply, Contractor shall obtain design modifications from the Engineer prior to the installation of the pavers.

String or chalk grid lines should be used to establish straight pattern lines. The contractor should expect the size of pavers to vary slightly from the specified size and adjust the laying module accordingly. A laying module can be established by installing a small section of pavers, adjusting the pavers for proper joint width and pattern alignment and then measuring the pavement over several feet to determine the variation from the nominal paver size. Parallel and perpendicular grid lines should be established and adjusted for the difference, set every 3 to 10 ft (0.9 to 3 meters) as needed to ensure proper pattern alignment. Closer grid line spacings should be considered when complex bond patterns are used, installers are unfamiliar with laying clay pavers, or pavers with greater dimensional variation are selected. The pavers should be aligned before they are bonded to the tack coat or pressed into the tack coat as the installer walks on them.

Cut pavers should be placed only after several square feet of surrounding whole pavers have been installed. Bench-mounted masonry saws are the best means of cutting the pavers to achieve a neat edge and a vertical cut face. Use of a wet saw or dust collection system is recommended, as the dust generated by dry sawing brick may contain silica and may be a potential health hazard.

Where required, cut pavers with an approved cutter to fit accurately, neatly and without damaged edges. After a section of the sidewalk has been completed, fill joints by sweeping in dry clean polymeric sand and tamp down pavers uniformly with a mechanical vibrator to true grade and free of movement.

It is the responsibility of the Contractor to discard all damaged pavers during the installation process. The Contractor shall replace any damaged pavers identified by the Engineer during final inspection.

Along all edges where pavers do not abut any other pavement, curbing, structures, or any stable materials, the Contractor shall install edging in order to retain pavers, regardless if edging is identified on drawings.

Method of Measurement:

This work will be measured for payment by the number of square feet of installed and accepted unit paver sidewalk.

Basis of Payment:

All work associated with this item shall be paid as follows: "Concrete Paver Sidewalk" by the square foot complete in place, which price shall include all excavation, backfill, formation of subgrade, processed aggregate base, concrete base, expansion and construction joint dowels, reinforcing, bituminous concrete leveling course, neoprene tack coat, polymeric sand, pavers, paver edge restraints, all materials, equipment, tools, and labor incidental thereto.

Pay Items

Concrete Paver Sidewalk

Pay Unit

S.F.

0921016a-concretepaversidewalk - 11716.00038.0060.j1421.specs.doc

ITEM #0922103X1A – BOARDWALK (STA. 15+60 TO STA. 26+25)
ITEM #0922103X2A – BOARDWALK (OBSERVATION PLATFORM)

Description:

This item shall consist of furnishing and installing an elevated timber boardwalk (excluding piles, foundations), including timber decking and railing systems, steel angles, brackets, connectors, plates, fasteners, rough carpentry, and finish carpentry required to construct timber boardwalk at the location and per the dimensions shown on the contract drawings.

Materials:

Timber:

Factory-mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.

- A. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by American Softwood Lumber PS 20 and moisture content specified for each use.
- B. Provide dressed lumber, S4S, unless otherwise indicated.
- C. Provide seasoned lumber with 19% maximum moisture content at time of dressing.
- D. All timber shall be pressure-treated southern yellow pine SFPA Grade #1 or better and conform to American Softwood Lumber PS20 standards. Timber shall be pressure treated to AWWA Standard U1-17 - UC5A Marine Use (Northern Waters) and use PCP- G (P35) Pentachlorophenol (Penta) – Solvent G. All finished edges shall be rounded over.
- E. All bolt holes through timber shall be predrilled 1/16" larger than the bolt hole.
- F. Posts shall run full height, and no splicing allowed.
- G. All field cut lumber and drilled holes shall be treated; Contractor to submit product specification sheet for approval.
- H. All angles and structural plates shall be hot dipped galvanized.
- I. Railings per plans.

Decking: Materials shall conform to the following:

Timber decking shall be naturally durable hardwood Ipe (Tabebuia Spp) Lapacho Group or Cumaru (Dipteryx). All planks shall be partially air dried to a moisture content of 15% to 20% and shall be supplied S4S (surfaced four sides) with one face "hit or miss" allowed up to 10% of the total length, E4E (eased four edges), with the edges eased to a radius of 1/8".

Measured at 30% moisture content, the width and thickness. All planks shall be supplied with the ends sealed with "Anchorseal" Mobil SER-M or approved equal aqueous wax timber sealer.

Miscellaneous Materials:

- A. Fasteners: Provide size, type, material, and finish as indicated and as recommended by applicable standards, complying with applicable federal specifications for nails, staples, screws, bolts, nuts, washers, flitch plates, and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommended nails. Provide fasteners and anchorages hot dip galvanized per ASTM A153.
- B. Anchor Bolts and Bolts: Bolts shall conform to ASTM A325 and be hot dipped galvanized per ASTM A153.
- C. Structural Steel: All structural steel angles and plates shall be ASTM 572 and be hot dipped galvanized per ASTM A123.

Submittals

- A. Shop Drawings: For all timber deck components including installation, fasteners and spacing requirements, anchor bolts, and structural steel angles
- B. Pressure Treatment: For the type specified, AWP Standard U1-17 - UC5A Marine Use (Northern Waters) and use PCP- G (P35) Pentachlorophenol (Penta) – Solvent G. include certification by treating plant stating chemicals and process used, net amount of preservative retained, and conformance with applicable standards.

Delivery, Storage, and Erection

- A. Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood and provide air circulation within stacks.
- B. Discard units of material with defects that might impair quality of work and units that are too small to use in fabricating work with minimum joints or optimum joint arrangements.
- C. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings.
- D. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products so as not to delay fabrication, delivery, and installation.
- E. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

Construction Methods:

Timber deck shall be constructed to the dimensions shown on the plans.

Deck surface shall be uniform and free of trip hazards, and landside and shall provide for smooth transitions.

Railings shall be erected plumb and in accordance with applicable building codes.

Method of Measurement:

This work will be measured for payment by the number of square feet of installed and accepted Boardwalk.

Basis of Payment:

All work associated with this item shall be paid as follows: "Boardwalk (Sta. 15+60 to Sta. 26+25)" and Boardwalk (Observation Platform)" by the square foot complete in place, which price shall include timber decking and railing systems, steel angles, brackets, connectors, plates, fasteners, rough carpentry, all materials, equipment, tools, and labor incidental thereto.

<u>Pay Items</u>	<u>Pay Unit</u>
Boardwalk (Sta. 15+60 to Sta. 26+25)	S.F.
Boardwalk (Observation Platform)	S.F.

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ITEM #0949125A – *CARPINUS CAROLINIANA* 'AMERICAN HORNBEAM', 3-3.5" CAL.
ITEM #0949834A – *ACER RUBRUM* 'RED MAPLE', 3"-3.5" CAL.

All of the provisions of Section 9.49 of the Standard Specifications shall apply, modified as follows:

9.49.03 – Construction Methods: Replace or add the following:

Planting Season: Engineer must be contacted one week prior to start of planting. Additional measures such as increased watering may be required per current weather conditions.

Pits: Delete Article and replace with the following:

For trees located within a tree grate:

When a tree is located within a tree grate, the limits of excavation shall be per the plan and excavated to the depths shown on the detail and backfilled with pervious structural fill and dressed with 3" of ¼" pea gravel.

Fertilizing: Delete Article and replace with the following:

No additional fertilizing shall be provided for trees and shrubs unless directed otherwise by the engineer.

Watering: Delete Article and replace with the following:

All plants shall be watered immediately after planting, and as many times thereafter as needed to ensure a minimum of 15-20 gallons of water per week or as ordered by the Engineer. Each watering shall at a minimum soak the upper 12 inches of soil surrounding the tree root ball. All plants shall be watered at least three times a week equally distributed throughout the week, from April 1st to October 1st, inclusive, or as directed by the Engineer. Rain events that saturate the soil as required above can be included as a watering event upon approval by the engineer.

Guying and Staking: Delete Article and replace with the following:

No staking of trees shall be permitted unless specifically directed by the Engineer or the appropriate City Staff.

Wrapping: Delete Article and replace with the following:

All wrapping shall be removed from the trees.

Pruning: Delete Article and replace with the following:

As directed by the Engineer, plants shall be pruned at the project site before or immediately after planting in accordance with the American National Standards Institute ANSI A300. No leader shall be cut unless directed by the Engineer. Broken, or badly bruised branches, sucker growth, etc., shall be removed with clean cuts per the American National Standards Institute ANSI A300.

Mulching: Delete Article and replace with the following:

Following street tree installations pea gravel shall be hand placed and spread to a depth of 3 inches and raked to an even surface over the entire area of the tree pit as directed except that no mulch shall come in direct contact with the trunk of the tree. Mulching will be paid under item "Street Tree"

Method of Measurement:

Replace or add the following:

The work will be measured for payment by each size and kind of plant counted in place, planted and accepted.

Basis of Payment:

Replace or add the following:

The quantity for which payment will be made will be the number of each size and kind of plants counted in place, planted and accepted.

This work will be paid for at the contract unit price bid per the number of each size and kind of plants counted in place, planted and accepted, which price shall include all materials, maintenance, equipment, tools and labor incidental thereto.

Pay Item

Carpinus caroliniana 'American Hornbeam, 3"-3.5" Cal. B.B.

Acer rubrum 'Red Maple', 3"-3.5" Cal. B.B.

Pay Unit

Ea

Ea

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ITEM #0949226A – ILEX VERTICILLATA ‘WINTERBERRY’, #3 CONTAINER

ITEM #0949412A – DENNSTAEDTIA PUNCTILOBULA ‘HAY-SCENTED FERN’, #3 CONTAINER

ITEM #0949413A – CAREX PENNSYLVANICA ‘PENNSYLVANIA SEDGE’, #3 CONTAINER

ITEM #0949583A – PANICUM VIRGATUM ‘SHENANDOAH SWITCH GRASS’, #3 CONTAINER

ITEM #0949894A – CORNUS RACEMOSA ‘GRAY DOGWOOD’, #3 CONTAINER

All of the provisions of Section 9.49 of the Standard Specifications shall apply, modified as follows:

Construction Methods: Replace or add the following:

Pits: Delete Article and replace with the following:

For trees, shrubs and perennials located within a landscape bed:

When shrub is located within a landscape bed, the limits of excavation shall be per the plan and excavated to the depths shown on the detail and backfilled with compacted planting soil per M.13.02-1 and dressed with 4” of mulch.

For all plantings:

The depth of all pits shall be limited such that the top of the root ball sits flush with finished grade, as detailed without modifying the root mass.

Preparation of Backfill: Add the following:

For all shrubs: As specified in the Standard Specifications, section 9.49.7

Fertilizing: Amend Article with the following:

Shrub beds: No additional fertilizing shall be provided for newly planted trees and shrubs unless directed otherwise by the engineer.

Existing trees: Contractor shall aerate, top dress with soil, and fertilize existing vegetation to remain.

Watering: Delete Article and replace with the following:

All plants shall be watered within 24 hours after planting if conditions warrant, and as many times thereafter as ordered by the Engineer. At each watering, the soil around each plant shall be thoroughly saturated. All plants shall be watered at least twice a week equally distributed throughout the week, from April 1st to October 1st, inclusive, or as directed by the Engineer. Rain events that saturate the soil as required above can be included as a watering event upon approval by the engineer.

Guying and Staking: Delete Article and replace with the following:

No staking of trees shall be permitted unless specifically directed by the Engineer or the appropriate City Staff.

Wrapping: Delete Article and replace with the following:

All wrapping shall be removed from the trees.

Pruning: Delete Article and replace with the following:

As directed by the Engineer, plants shall be pruned at the project site before or immediately after planting in accordance with the American National Standards Institute ANSI A300. No leader shall be cut unless directed by the Engineer. Broken, or badly bruised branches, sucker growth, etc., shall be removed with clean cuts per the American National Standards Institute ANSI A300.

Mulching: Delete Article and replace with the following:

Following the plant material installations shredded bark mulch shall be hand placed and spread to a depth of 4 inches and raked to an even surface over all saucer areas for individual trees and over the entire area of shrub beds and elsewhere as directed except that no mulch shall come in direct contact with the trunk or stems of plants. No separate payment for shredded bark mulch.

Mulch shall be non-dyed shredded hardwood free of pests and chemicals. Submit sample for approval.
Establishment Period:

All plant material installed shall be warranted for 1 full year to assure viability and success of growth through one full winter. The Contractor will be responsible for maintenance of the plant material during the establishment period until final inspection.

Any plant that is dead or, in the opinion of the Engineer, is in an unhealthy or unsightly condition, and/or has lost its natural shape due to dead branches, excessive pruning, inadequate or improper maintenance, or other causes including vandalism, during the establishment period shall be replaced. The planting soil mix in the plant pit shall be changed when any replacement is planted.

Method of Measurement: Replace or add the following:

The work will be measured for payment by the size and kind of plant counted in place, planted and accepted.

Basis of Payment: Replace or add the following:

The quantity for which payment will be made will be the number of each size and kind of plants counted in place, planted and accepted.

This work will be paid for at the contract unit price bid per the number of each size and kind of plants counted in place, planted and accepted, which price shall include shredded bark mulch and all materials, maintenance, equipment, tools and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
<i>Ilex verticillata</i> 'Winterberry', #3 container	Ea.
<i>Dennstaedtia punctilobula</i> 'Hay-scented fern', #3 container	Ea.
<i>Carex pensylvanica</i> 'Pennsylvania sedge', #3 container	Ea.
<i>Panicum virgatum</i> 'Shenandoah switch grass', #3 container	Ea.
<i>Cornus racemosa</i> 'Gray dogwood', #3 container	Ea.

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ITEM #0950019A – TURF ESTABLISHMENT – LAWN

All of the provisions of Section 9.50 of the Standard Specifications shall apply as amended or supplemented by the following:

Article 9.50.02 - Materials: Replace the seed mix portion of M.13.04 as follows:

Metro Select Seed Mix

Pure Seed:

50% Turf type Perennial Ryegrass

20% Shamrock Kentucky Bluegrass

15% Foxfire Creeping Red Fescue

15% Brittany or Shadow II Chewings Fescue

Under no circumstances should annual Ryegrass, Italian Rye or any other seed be added to the seed mixture.

Article 9.50.03 - Construction Methods: Replace the first paragraph with the following:

Construction methods shall be those established as agronomically acceptable and feasible and that are approved by the Engineer. Rate of application shall be field determined in Pure Live Seed (PLS) based on the minimum purity and minimum germination of the seed obtained.

Calculate the PLS for each seed species in the mix. Adjust the seeding rate for the above composite mix, based on 1 lb. per 175sf. The seed shall be mulched in accordance with Article 9.50.03.

Article 9.50.04 - Basis of Payment: Add the following:

This work will be paid for at the contract unit price per square yard for "Turf Establishment - Lawn" which price shall include all materials maintenance, equipment, tools, labor, and work incidental thereto.

Pay Item

Turf Establishment - Lawn

Pay Unit

SY

ITEM #0950040A - CONSERVATION SEEDING FOR SLOPES

Description: The work included in this item shall consist of providing an accepted stand of established conservation grasses by furnishing and placing seed as shown on the plans, permits, or as directed by the Engineer within the wetland mitigation Sites(s) or other areas when required.

Materials: All conservation grass mixture sources shall be locally obtained within the Northeast USA (New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland) in order to preserve and enhance the diversity of native conservation grass species.

Three qualified conservation seed mixtures are detailed below:

1. **New England Conservation/Wildlife Mix**, New England Wetland Plants, Inc. 820 West Street Amherst, MA 01002, or equal. Rate shall be 1 pound PLS per 1,750 sq. ft.
2. **5311 Conservation Mix**, Ernst Conservation Seeds, Inc. 8884 Mercer Pike, Meadville, PA 16335, or equal. Rate shall be 3-5 pound PLS per 1,000 sq. ft.
3. **Vermont Conservation and Wildlife**, Vermont Wetland Plant Supply, LLC, P.O. Box 153, Orwell, VT 05760, or equal. Rate shall be 1 pound PLS per 2,180 sq. ft.

Fertilizer, if required, shall meet the requirements of Article M.13.03.

Mulch shall meet the requirements of Article M.13.05.

Erosion control matting shall be bio-degradable and meet the requirements of Article M.13.09.

All conservation seed mixture sources shall be reviewed and approved by the Engineer in advance of purchase and prior to application.

The Materials Certificate for all seed mixtures shall have a statement that certifies that the seed mixture does not include any invasive species pursuant to Connecticut General Statutes Sec. 22a-381d or any State Threatened or State Endangered species pursuant to Connecticut General Statutes Sec. 26-303. The seed tags from the bags are to be removed by the Engineer upon delivery and attached to the Materials Certificate. Seeding shall not occur if these requirements are not met.

All approved seed mixtures shall be obtained in sufficient quantities to meet the pure live seed (PLS) application rates as determined by the seed analysis of the mixture.

Construction Methods: Construction methods shall be those established as agronomically acceptable and feasible and shall be approved by the Engineer. The methods described in Article 9.50.03 shall be amended as follows:

Conservation seeding for slopes for wetland mitigation Site(s): Seeding shall occur during the fall season immediately following construction of the wetland mitigation Site(s). Seeding for wetland mitigation Site(s) must occur from August 15th to October 31st.

For non-wetland mitigation Site(s), seeding shall occur during the dates specified in Article 9.50.03-2.

If seed is purchased in bulk rather than by PLS, the rate of application must be adjusted to meet the required PLS seeding rate. This seeding rate shall be increased by the appropriate percentage as determined by the following formula based off of the information provided on the seed tags at delivery.

$$(\text{Germination Percentage} \times \text{Purity Percentage}) / 100 = \text{Percentage PLS}$$

The Engineer will verify that the seed is applied at a rate that will allow for 100 percent PLS. Mowing will not be allowed within areas that are seeded with conservation seed mix, unless authorized by the Engineer.

Method of Measurement: This work will be measured for payment by the number of square yards of surface area of accepted established conservation grasses as specified.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for "Conservation Seeding for Slopes," which price shall include all materials, maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 50% may be made for work completed, but not accepted. Full payment shall not be made until the area has been accepted by the Engineer.

Pay Item	Pay Unit
Conservation Seeding for Slopes	s.y.

ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71-01 – Description is supplemented by the following:

The Contractor shall maintain and protect traffic as follows and as limited in the Special Provision “Prosecution and Progress.”

ALL PROJECT ROADWAYS

The Contractor shall maintain and protect the existing traffic operations.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least one lane of through traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

Where turn lanes exist, the Contractor shall provide an additional 10 feet of paved travel path to be used for turning vehicles only. This additional 10 feet of travel path shall be a minimum length of 150 feet. It shall be implemented so that sufficient storage, taper length, and turning radius are provided.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor will be permitted to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 12 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet.

The Contractor will be allowed to halt traffic to perform necessary work, with the approval of the Engineer, for a period of time not to exceed five minutes between the hours of 9:00 a.m. and 3:00 p.m.

Detours are not permitted as part of this project unless previously approved by the Town.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits unless the Contractor has first negotiated alternate arrangements with the property owners or business proprietors or as otherwise noted on the plans. Driveway area construction shall be coordinated with the property owners. At a minimum, temporary graded surfaces shall consist of subbase, processed aggregate base, granular fill, or other suitable materials approved by the Engineer. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed unless permission is granted from the business owner to close the driveway during business hours.

Notification shall be provided to the property owner and/or tenant at least 7 calendar days prior to start of driveway, parking lot, or temporary closure of any driveway.

If a temporary closure of a driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure. The cost for installation and maintenance of all such

temporary access shall be included in the Maintenance and Protection of Traffic item. If temporary access is to be provided longer than 5 calendar days, then a temporary bituminous concrete driveway will be installed in accordance with the specifications.

Article 9.71.03 - Construction Method is supplemented as follows:

EXISTING SIGNING

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

GENERAL

When unpaved travel paths are permitted by the Engineer, the Contractor will be allowed to maintain traffic on compacted processed aggregate for a duration not to exceed 3 calendar days, at which time the roadways will be paved.

The Contractor is required to delineate any raised structures within the travel lanes, so that the structures are visible day and night, unless there are specific contract plans and provisions to temporarily lower these structures prior to the completion of work.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3-foot shoulder between the work area and travel lanes, with traffic drums spaced every 50 feet. At the end of the workday, if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer.

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

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

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

Construction vehicles entering travel lanes at speeds less than posted speed are interfering with traffic and shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds, in order to merge with existing traffic.

TRAFFIC SIGNALS

Loop detectors disturbed by the Contractor's operations shall be made operational, in accordance with the special provision for Item No. 1111451A – Loop Detector Saw Cut, or temporary detection must be provided within 24 hours of the termination of the existing loop detectors.

Signing Patterns

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

Staging Area

The Contractor shall submit all proposed locations for a staging area to the Engineer for approval.

Pavement Markings -Non-Limited Access Multilane Roadways

Secondary and Local Roadways

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

Interim Pavement Markings

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

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

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

Final Pavement Markings

The Contractor should install painted pavement markings on the final course of bituminous concrete pavement by the end of the work day/night. The Contractor shall install permanent Epoxy Resin Pavement Markings in accordance with Section 12.10 entitled "Epoxy Resin Pavement Markings, Symbols, and Legends" after such time as determined by the Engineer.

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

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

TRAFFIC CONTROL PATTERNS

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

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

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

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

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

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

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

Typical traffic control plans 19 through 25 may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

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

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

PLACEMENT OF SIGNS

Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area.

ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

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

Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

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

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

TABLE I – MINIMUM TAPER LENGTHS

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

SECTION 1. WORK ZONE SAFETY MEETINGS

1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.

1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda should include:

- Review Project scope of work and time
- Review Section 1.08, Prosecution and Progress
- Review Section 9.70, Trafficpersons
- Review Section 9.71, Maintenance and Protection of Traffic
- Review Contractor's schedule and method of operations.

- Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
- Open discussion of work zone questions and issues
- Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

SECTION 2. GENERAL

- 2.a) If the required minimum number of signs and equipment are not available; the traffic control pattern shall not be installed.**
- 2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.
- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.
- 2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 3.a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- 3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- 3.c) Stopping traffic may be allowed:
- As per the contract for such activities as blasting, steel erection, etc.
 - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
 - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or

sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.

- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.
- 3.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

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

- 4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

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

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

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- 6.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
- 6.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- 6.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS)

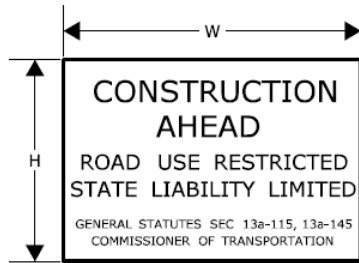
- 7.a) For lane closures on limited access roadways, one CMS shall be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS shall be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS shall be positioned $\frac{1}{2}$ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified $\frac{1}{2}$ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 7.b) CMS should not be installed within 1000 feet of an existing CMS.
- 7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.
- 7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.
- 7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.
- 7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).

- 7.g) The CMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).
- 7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs. For special signs, please coordinate with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.
- 7.i) The messages that are allowed on the CMS are as follows:

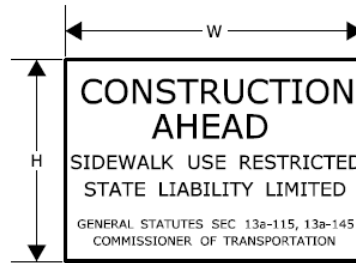
<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>	<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	WORKERS ON ROAD	SLOW DOWN
5	RIGHT LANE CLOSED	MERGE LEFT	13	EXIT XX CLOSED	USE EXIT YY
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	EXIT XX CLOSED USE YY	FOLLOW DETOUR
7	RIGHT LANE CLOSED	REDUCE SPEED	15	2 LANES SHIFT AHEAD	USE CAUTION
8	2 RIGHT LANES CLOSED	REDUCE SPEED	16	3 LANES SHIFT AHEAD	USE CAUTION

For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

SERIES 16 SIGNS



		W	H
16-E	80-1605	84"	60"
16-H	80-1608	60"	42"
16-M	80-1613	30"	24"



		W	H
16-S	80-1619	48"	30"

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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

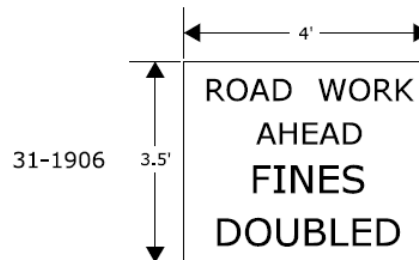
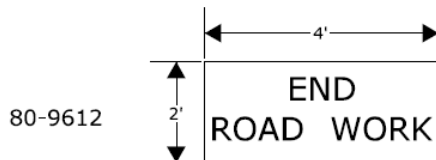
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

"END ROAD WORK" SIGN

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 11:35:43-04'00'

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

NOTES

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

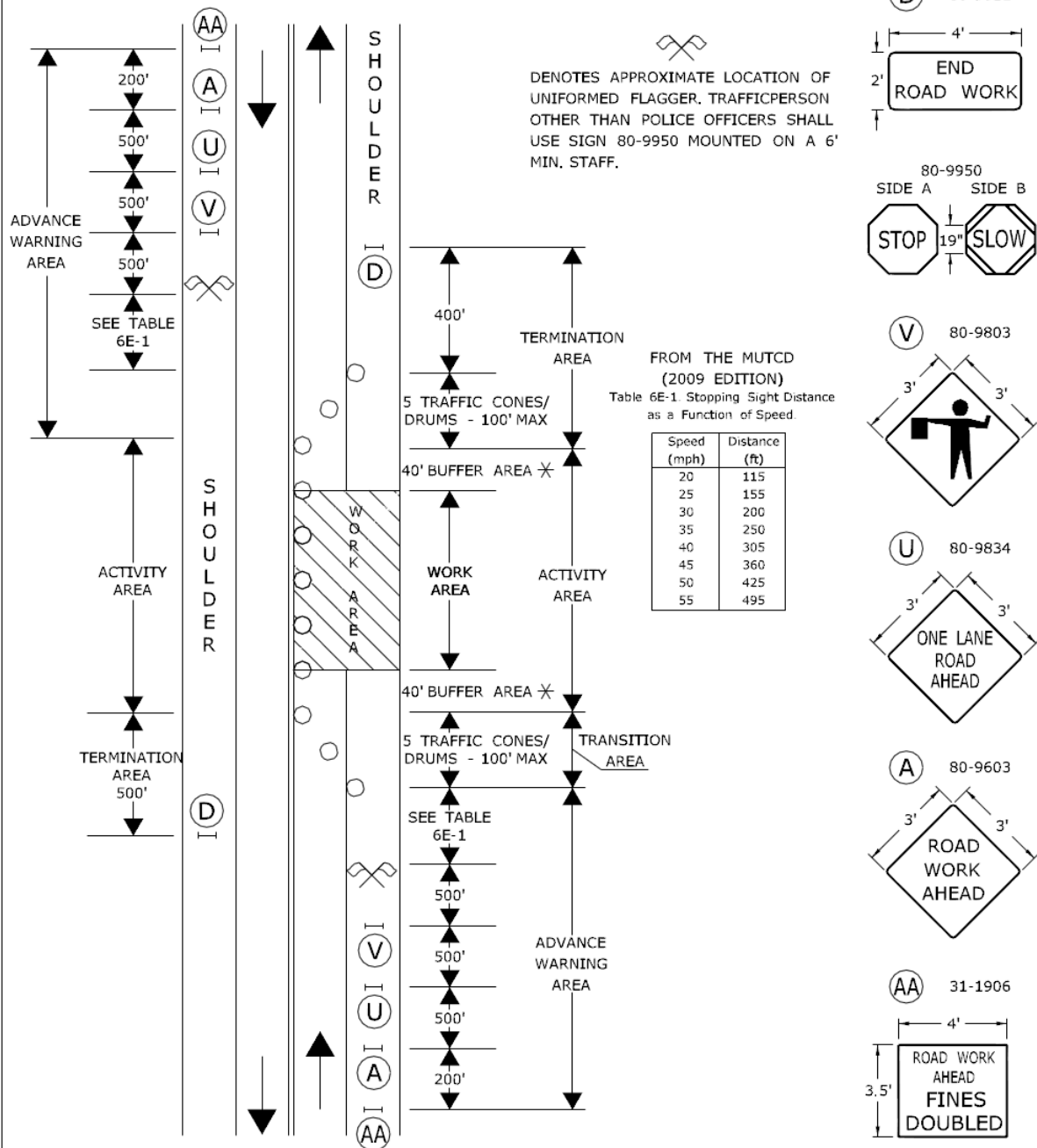
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:50:35-0400

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

SIGN FACE
108 SQ. FT (MIN.)



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



SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

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

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

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

A. TO STOP TRAFFIC

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



B. TO DIRECT TRAFFIC TO PROCEED

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



C. TO ALERT OR SLOW TRAFFIC

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



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



SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING & CONSTRUCTION

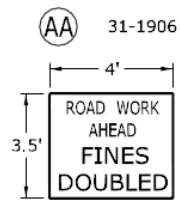
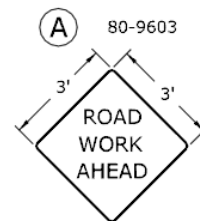
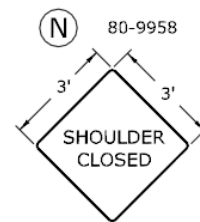
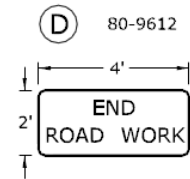
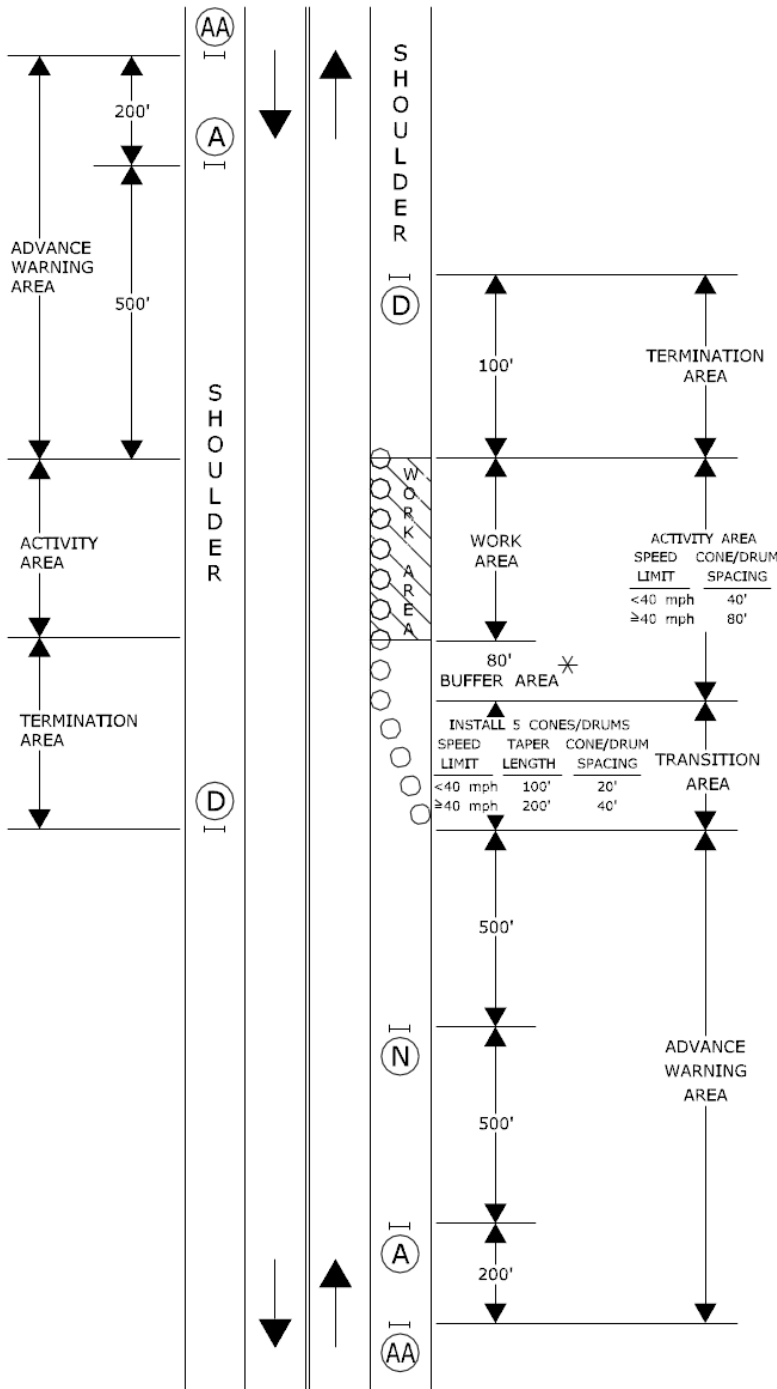
APPROVED

Charles S. Harlow
 PRINCIPAL ENGINEER

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

WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 14

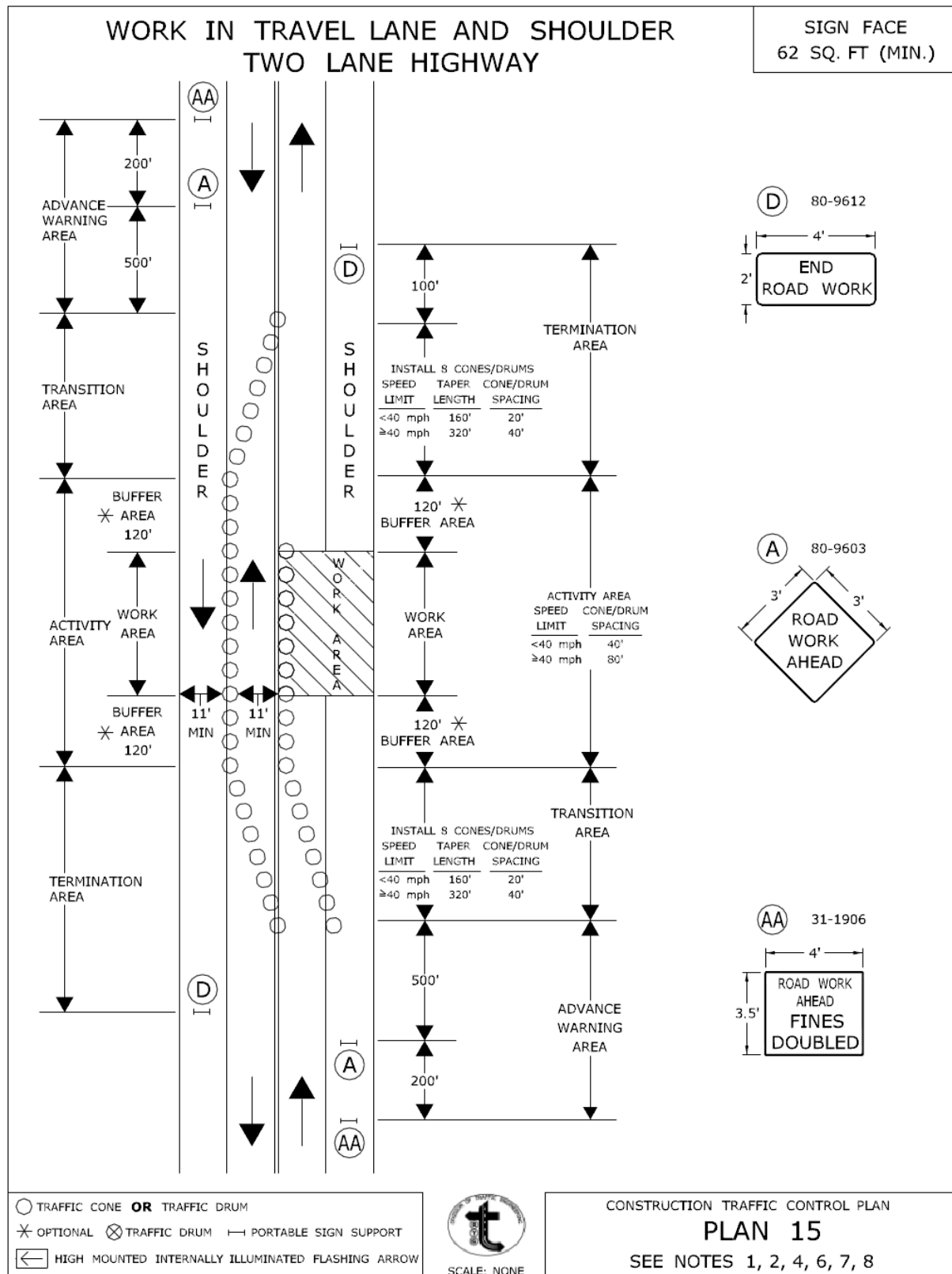
SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

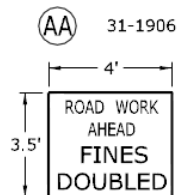
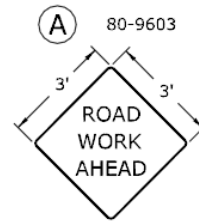
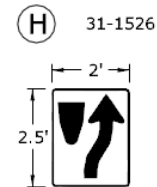
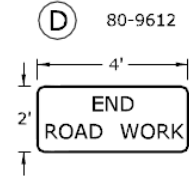
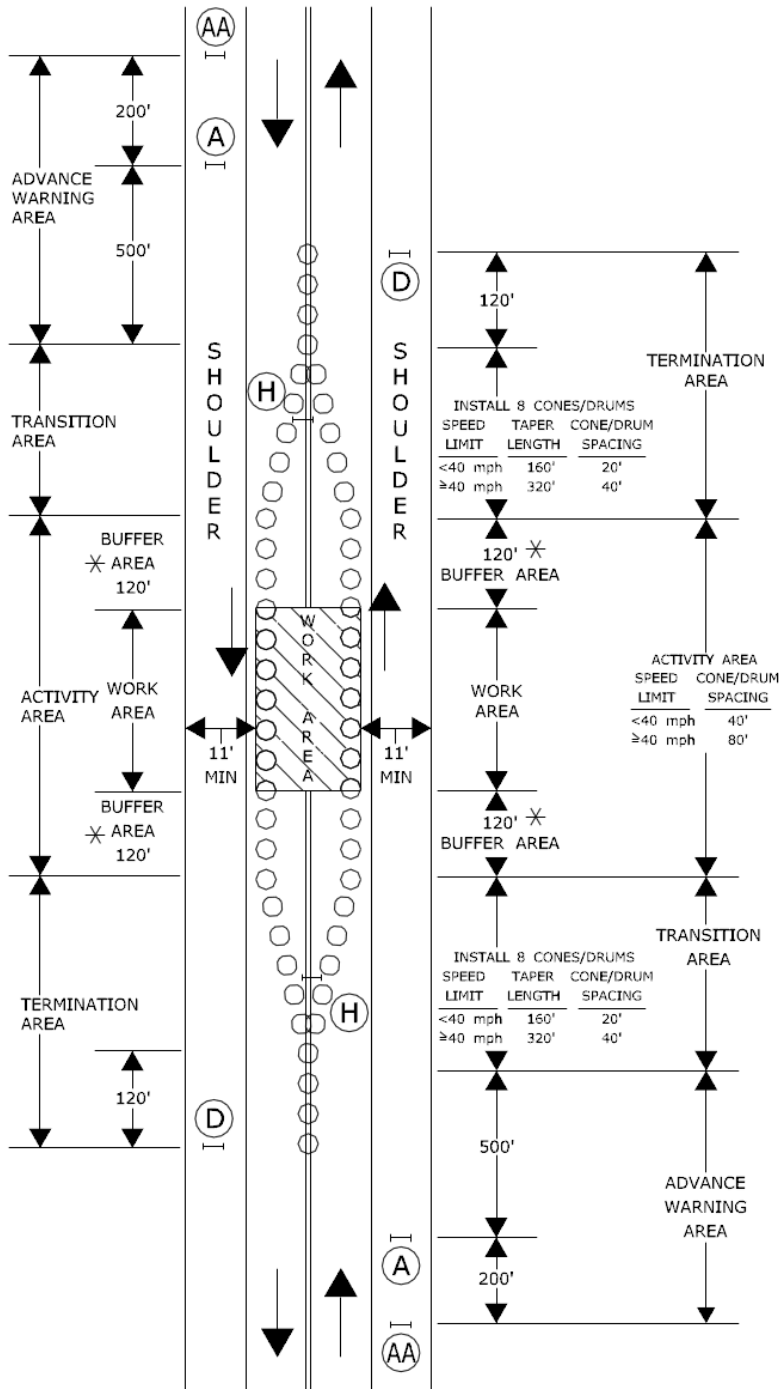
Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:56:09-04'00'



WORK IN MIDDLE OF ROADWAY TWO LANE HIGHWAY

SIGN FACE
72 SQ. FT (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 16

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

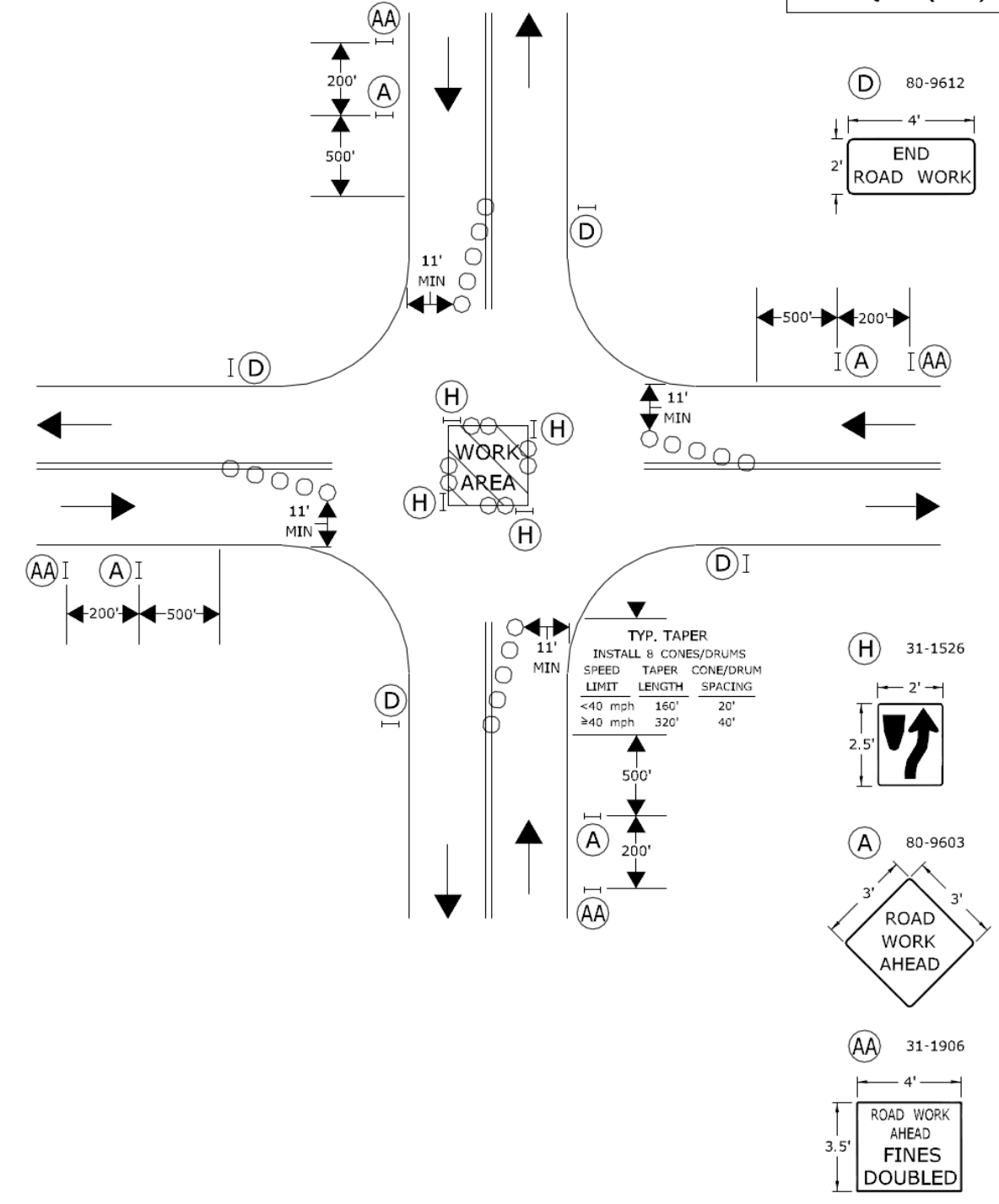
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

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

WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE
144 SQ. FT (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 17

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

Article 9.71.05 – Basis of Payment is supplemented by the following:

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include furnishing, installing, and removing the material for the temporary traversable slope in those areas where a longitudinal dropdown exists.

There will be no separate payment for the temporary transition in those areas where a transverse dropdown exists. The cost for such work shall be included in the contract lump sum price for the “Maintenance and Protection of Traffic” to include furnishing, installing, and removing the material for the temporary transition.

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

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include furnishing, installing and relocating all temporary protective systems including, but not limited to, construction signs, traffic drums, traffic cones, concrete barriers, construction barricades, barricade warning lights and temporary construction fencing.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include the cost for installation, maintenance and removal of all temporary pavement markings, as required by the specifications or as ordered by the Engineer, throughout the duration of the project.

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include the cost for all means and methods of dust control, including water, calcium chloride and sweeping. Method of dust control shall be performed as ordered by the Engineer and as many times as deemed appropriate by the Engineer. There shall be no limit on dust control activities.

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include the cost for installation and maintenance of all temporary access to all commercial and residential properties, including but not limited to temporary graded surfaces consisting of subbase, processed aggregate base, granular fill, or other suitable materials approved by the Engineer. If temporary access is to be provided longer than five days, then a temporary bituminous concrete driveway will be installed in accordance with the Bituminous Concrete Driveway standard specification.

Pay Item

Maintenance and Protection of Traffic

Pay Unit

LS

0971001a - mpt - 11716.00038.0060.j1521.specs.doc

ITEM #0975004A – MOBILIZATION AND PROJECT CLOSEOUT

All the applicable provisions of Section 9.75 of the Standard Specifications shall apply, except as amended or supplemented herein:

9.75.01 - Description: Add the following:

This item shall include the cost to furnish and install an anti-tracking pad at the staging/stockpile area. This item shall also include a construction field office, which is solely at the Contractor's discretion. This project does not require a field office, but the Contractor is allowed to furnish and install one if they choose to do so. The Contractor is responsible for negotiating with landowners and obtaining a staging/stockpile/field office location prior to commencement of work. The staging/stockpile/field office location shall be approved by the Town prior to initiation of mobilization. See "NTC-Construction Staging Area" for information regarding construction staging area plan requirements, submissions and approvals.

9.75.02 - Materials: Add the following:

Anti-Tracking pad materials shall be in accordance with Section 2.11.02 of the Standard Specifications.

9.75.03 – Construction Methods: Add the following:

Anti-Tracking pad shall be installed in accordance with Section 2.11.03 of the Standard Specifications.

9.75.04 – Method of Measurement: Add the following:

Construction Field Office and Anti-Tracking pad shall not be measured for payment and shall be included in the lump sum cost of "Mobilization and Project Closeout."

9.75.05 – Basis of Payment: Add the following:

Construction Field Office and Anti-Tracking pad shall not be measured for payment and shall be included in the lump sum cost of "Mobilization and Project Closeout."

Pay Item

Mobilization and Project Closeout

Pay Unit

LS

0975004a - mobilization - 11716.00038.0060.j1521.specs.doc

ITEM #0992087A – INFORMATION KIOSK

Description:

Work under this item shall consist of furnishing and installing a wood informational kiosk with roof and foundation.

Materials:

Wood: Cedar; 0.40 pressure treated in accordance with AWPI Standard U1, Categories UC3A and UC4A; Stained to match color of gateway sign (2 coats)

Roof Shingles: Cedar

Steel: Conform to AASHTO M270, Grade 50; Hot hot-dipped galvanized in accordance with requirements of Section M.06.03 of the Standard Specifications, after fabrication; Painted black or as approved by Landscape Architect

Hardware/Fasteners: Conform to ASTM A307; Hot hot-dipped galvanized in accordance with requirements of Section M.06.03 of the Standard Specifications, after fabrication; Painted black or as approved by Landscape Architect

Posts: Steel pipe for straight sections shall be seamless steel pipe and conform to ASTM 53, Type F. Sizes shall be as detailed on the shop drawings.

Concrete: PCC0446Z, conforming to Article M.03.01 of the Standard Specifications.

Steel flat stock shall meet the standards of ASTM 36, AISI M1020 or 1015 as applicable.

Welding shall be in conformance with AWS codes. All connections shall be formed with "fish mouthed" joints full seam welded, ground smooth, and sanded.

Shop prime and paint all steel with approved paint as detailed on the shop drawings, as appropriate.

Submittals: The Contractor shall submit shop drawings to the Engineer prior to construction.

Construction Method:

Fabricate and install in conformance with plan sheets and details.

Method of Measurement:

This item shall be paid for by each "Information Kiosk" sign furnished, installed and accepted.

Basis of Payment:

This work shall be paid at the contract unit price each "Information Kiosk" complete in place, which price includes all material, equipment, tools, and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Information Kiosk	EA

0992087a-information kiosk - 11716.00038.0060.j1521.specs.doc

ITEM #0992090A – BACKED BENCH
ITEM #0992091A – BACKLESS BENCH

Description:

Under this item the Contractor shall furnish and install benches on concrete slabs, or unit pavers, at the locations shown on the Contract plans.

Materials:

Concrete shall be PCC0446Z, conforming to Article M.03.01 of the Standard Specifications.

Granular Fill shall conform to the requirements of Article M.02.01 of the Standard Specifications.

Reinforcing shall conform to the requirements of Article M.06.01 of the Standard Specifications.

All materials must be in conformance with the Buy America Act (49 U.S.C. 5323(j)) requirements.

Backed Bench:

Model #58-60 (6' length), Color: Black, Mounting: As detailed
Manufactured by Dumor, Inc., P.O. BOX 142 Mifflintown, PA 17059-0142
(800)598-4018

OR

Model #CR-10 (6' length), Color : Black, Mounting: As detailed
Manufactured by: Victor Stanley, P.O. Drawer 330, Dunkirk, MD 20754 p. (800) 368-2573,

Or approved equal

Backless Bench:

Model #TBD, Color: TBD, Mounting: Surface mount in accordance with manufacturer's specifications.

Manufactured by TBD

Or approved equal

Submittals:

Shop or product drawings and product data shall be submitted including anchoring method.

Construction Methods:

Installation shall conform to manufacturer's instructions and Contract Drawings.

Acceptance Standards: Site improvement items provided and fabricated under this specification will

be rejected by the Engineer for any of the following conditions:

- a. Components not plumb or set at proposed grade.
- b. Field welding or cutting.
- c. Threaded connections not fully drawn together tightly to manufacturers recommended torque or threads not deformed to prevent loosening.
- d. Anchorage systems not properly installed per the provisions defined by the manufacturer.

Method of Measurement:

This item shall be measured for payment by the actual number of benches installed where indicated on the plans or ordered by the Engineer.

Basis of Payment:

Payment for this item shall be at the contract unit price bid per each "Backed Bench" and "Backless Bench," complete in place, which price shall include all materials, equipment and labor incidental to or necessary for the satisfactory completion of the work for this item, including but not limited to benches, anchor bolts and nuts, drilling and grouting for anchor bolts, concrete slabs/ foundations.

<u>Pay Item</u>	<u>Pay Unit</u>
Backed Bench	Ea.
Backless Bench	Ea.

0992090a-bench - 11716.00038.0060.j1521.specs.doc

ITEM #0992092A – BIKE RACK

Description:

Under this item the Contractor shall furnish and install Bike Racks and concrete foundations, per the manufacturer's instructions, dimensions and details shown on the Contract Drawings, or as directed by the Engineer.

Materials:

Concrete shall be PCC0446Z, conforming to Article M.03.01 of the Standard Specifications.

Granular Fill shall conform to the requirements of Article M.02.01 of the Standard Specifications.

Reinforcing shall conform to the requirements of Article M.06.01 of the Standard Specifications.

All materials must be in conformance with the Buy America Act (49 U.S.C. 5323(j)) requirements.

1. Manufacturer:

Model shall be "Cycloops" Circulo model no. 2170-3-04-PC, square tubing, surface mount as manufactured by Columbia Cascade Company, 1300 SW Sixth Avenue, Suite 310, Portland, OR 97201-3464 tel. 503-223-1157,

Or

Model Orion ORNS-2-SF-P, square tubing, surface mount as manufactured by Belson Outdoors, Inc., 111 North River Road, North Aurora, IL 60542

Or approved equal.

2. Color shall be black
3. Finish shall be an approved UV-resistant exterior grade polyester powder coating
4. Contractor shall supply no. 4 rebar as required by manufacturer

Submittals:

Shop or product drawings and product data shall be submitted including anchoring method.

Construction Methods:

Installation shall conform to manufacturer's instructions and as indicated on the Contract Drawings.

Acceptance Standards: Site improvement items provided and fabricated under this specification will be rejected by the Engineer for any of the following conditions:

- a. Upon installation, horizontal or vertical curves do not match the shapes and profiles shown on the approved shop drawings. Curves that have broken backs, sags, saddles, tangents, or kinks will be rejected.

- b. Components not plumb or set at proposed grade.
- c. Field welding or cutting.
- d. Threaded connections not fully drawn together tightly to manufacturers recommended torque or threads not deformed to prevent loosening.
- e. Anchorage systems not properly installed to the provisions defined by the manufacturer.

Method of Measurement:

This item shall be measured for payment by the actual number of "Bike Rack" installed where indicated on the plans or ordered by the Engineer.

Basis of Payment:

Payment for this item shall be at the contract unit price bid per each "Bike Rack" complete in place, which price shall include all materials, equipment and labor incidental to or necessary for the satisfactory completion of the work for this item, including but not limited to excavation, backfill, bike racks, anchor systems, drilling and grouting, concrete slabs/ foundations.

Pay Item

Bike Rack

Pay Unit

EA

0992092a-bike rack - 11716.00038.0060.j1521.specs.doc

ITEM #0992103A – TRASH RECEPTACLE

Description:

Under this item the Contractor shall furnish and install decorative trash receptacle on concrete sidewalks, or precast concrete pavers, at the locations shown on the Contract plans. Please note, these receptacles are divided into two sections for trash and recycling.

Materials:

Concrete shall be PCC0446Z, conforming to Article M.03.01 of the Standard Specifications.

Granular Fill shall conform to the requirements of Article M.02.01 of the Standard Specifications.

Reinforcing shall conform to the requirements of Article M.06.01 of the Standard Specifications.

All materials must be in conformance with the Buy America Act (49 U.S.C. 5323(j)) requirements.

Trash/Recycling Receptacle:

Model #158-40SH-RC-0009, Color: Black, Mounting: As detailed

Manufactured by: Dumor, Inc., P.O. BOX 142 Mifflintown, PA 17059-0142

p. (800)598-4018,

Or approved equal

Submittals:

Shop or product drawings and product data shall be submitted including anchoring method.

Construction Methods:

Installation shall conform to manufacturer's instructions and Contract Drawings.

Acceptance Standards: Site improvement items provided and fabricated under this specification will be rejected by the Engineer for any of the following conditions:

- a. Components not plumb or set at proposed grade.
- b. Field welding or cutting.
- c. Threaded connections not fully drawn together tightly to manufacturers recommended torque or threads not deformed to prevent loosening.
- d. Anchorage systems not properly installed per the provisions defined by the manufacturer.

Method of Measurement:

This item shall be measured for payment by the actual number of trash receptacles installed where indicated on the plans or ordered by the Engineer.

Basis of Payment:

Payment for this item shall be at the contract unit price bid per each "Trash Receptacle," complete in place, which price shall include all materials, equipment and labor incidental to or necessary for the satisfactory completion of the work for this item, including but not limited to trash receptacles, anchor bolts and nuts, and drilling and grouting for anchor bolts.

Pay Item

Trash Receptacle

Pay Unit

Ea.

0992103a-trashreceptacle - 11716.00038.0060.j1521.specs.doc

ITEM #1117110A – RECTANGULAR RAPID FLASHING BEACON (RRFB) TYPE A

Description:

Furnish and install a pedestrian actuated rectangular rapid flashing beacon (RRFB), solar powered, at the location indicated on the plan or where directed by the Engineer.

General Requirements:

Each RRFB will be a complete assembly, consisting of indications, controller cabinet (circuit breaker, timer or solid-state circuit boards etc.) and/or any electrical component hardware including solar panels.

Type A: Single sided RRFB will contain three rectangular rapid flashing yellow LED indications, two on the side facing traffic, and one on the end facing pedestrians in the cross walk.

Functional Requirement:

Each RRFB when activated shall flash the two indications in an alternating “wig-wag” sequence (left light on, then right light on). Flashing rates shall be per MUTCD. Dimming at night shall be per MUTCD.

Each of the two yellow indications of an RRFB shall have 70 to 80 periods of flashing per minute and shall have alternating, but approximately equal, periods of flashing light emissions and dark operation. During each of its 70 to 80 flashing periods per minute, the yellow indications on the left side of the RRFB shall emit two slow pulses of light after which the yellow indications on the right side of the RRFB shall emit four rapid pulses of light followed by a long pulse.

The rapid flash rate of each indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

The light intensity shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.

Each RRFB indication will be activated by an ADA compliant (piezo) pedestrian Pushbutton and operation will cease after a predetermined time limit (based on MUTCD procedures).

The Battery shall be a 12VDC Absorbed Glass Mat (AGM) sealed lead-acid, maintenance-free battery. The Battery shall be rated at 45AH minimum and shall conform to Battery Council International (BCI) specifications. The Battery shall be solar-charged with a capacity up to 30 days of autonomy without sunlight, varying with ambient temperature and number of activations. The Battery shall be replaceable independently of other components.

All RRFBs associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when activated, simultaneously commence operation of their alternating rapid flashing indications and shall cease operation simultaneously.

Mechanical and Electrical Requirements:

- a) Dimensions:
 - Type A:** - One sided/3 LEDs.....3.5”H x 20”W x 2.625”D
- b) Power: - Solar Panel which shall supply 55 watts at peak total output.
- c) Temperature: - All components will be capable of continuous operation over a temperature range of -30 DEG. F to 165 DEG. F
 - The Solar Panel shall have a minimum operating temperature range of -40° to 185°F (-40° to 85°C).
 - The Battery shall have a minimum operating temperature range of -76° to 140°F (-60° to 60°C).
- d) Indications: - Daylight distance visibility.....> 1000 feet
 - Night distance visibility.....> 1 mile
 - Flash Pattern.....Wig-Wag
 - Optics.....Polycarbonate Lenses
 - Color.....Yellow
 - Body.....Powder Coated Federal Yellow
 - Size..... 5” wide x 2” high
- e) Housing: - Powder Coated Federal Yellow

Construction Method:

Each RRFB indication will be mounted horizontally to a standard 4 ½” diameter aluminum pedestal and in accordance with dimensions and details shown on the plan.

The two RRFB indications shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of approximately seven inches (7 in), measured from inside edge of one indication to inside edge of the other indication.

The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the sign.

The Solar Panel shall be affixed to an aluminum plate and bracket, adjustable at an angle of 45°- 60° to facilitate adjustment for maximum solar collection and optimal battery strength.

The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a 360° rotatable pole cap mount, to facilitate adjustment for maximum solar collection and optimal battery strength.

The Solar Panel should be rated for 90mph wind conditions.

Method of Measurements:

This work will be measured as the number of RRFBs furnished, installed and accepted in place.

Basis of Payment:

This work will be paid for at the contract unit price of each “Rectangular Rapid Flashing Beacon (RRFB) Type A” installed and accepted, which will include the cost of conduit fittings, hardware, controller cabinet complete with all necessary equipment, ground rod, armored ground cable, paint and all materials, equipment, tools and labor included thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Rectangular Rapid Flashing Beacon (RRFB) Type A	EA

1117110a-rrfb-types_a-b - 11716.00038.0060.j1521.specs.doc

ITEM #1204122A – PROJECT SIGN

Description:

The work under this item shall consist of furnishing and installing a Local Transportation Capital Improvement Program (LOTICIP) project sign in the location as determined by the Engineer prior to construction and in accordance with the dimensions and details described herein. The final location of the plan shall approved by the Engineer prior to installation.

Construction Methods:

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

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

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

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

TYPEFACE: Helvetica Medium

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

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

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

the lateral offset should be 2 feet. The bottom of the sign should be mounted 7 feet above the edge of road.

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

Method of Measurement:

This work will be measured for payment per each project sign installed complete and to the satisfaction of the Engineer.

Basis of Payment:

This work will be paid for at the contract unit price bid per each "Project Sign", which shall include all materials, labor and equipment necessary for furnishing and installing the project sign, completed and accepted, as detailed herein.

<u>Pay Item</u>	<u>Pay Unit</u>
Project Sign	EA

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COMBINED USE PATH

Local Transportation Capital Improvement Program

Constructed in cooperation with the

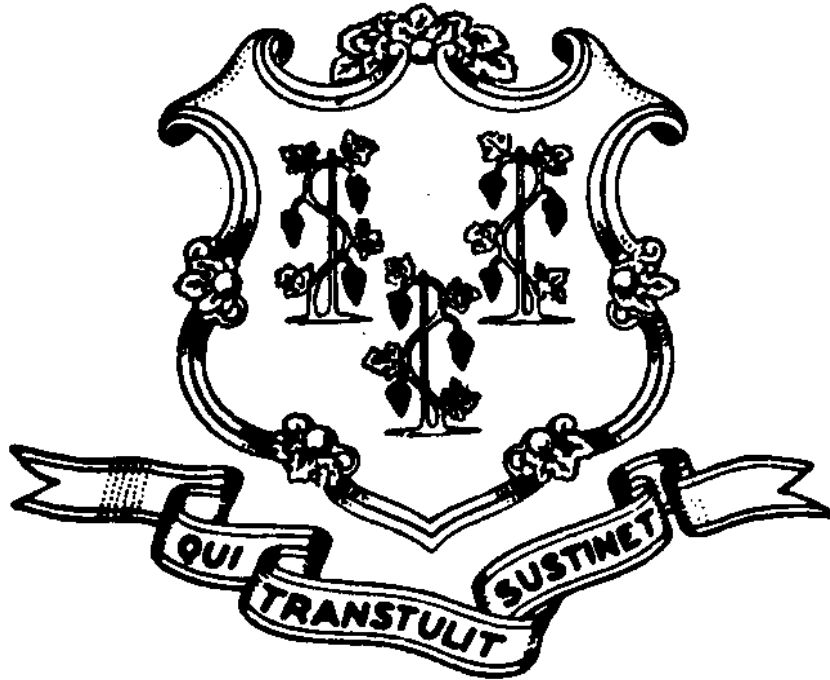
STATE OF CONNECTICUT
NED LAMONT, GOVERNOR



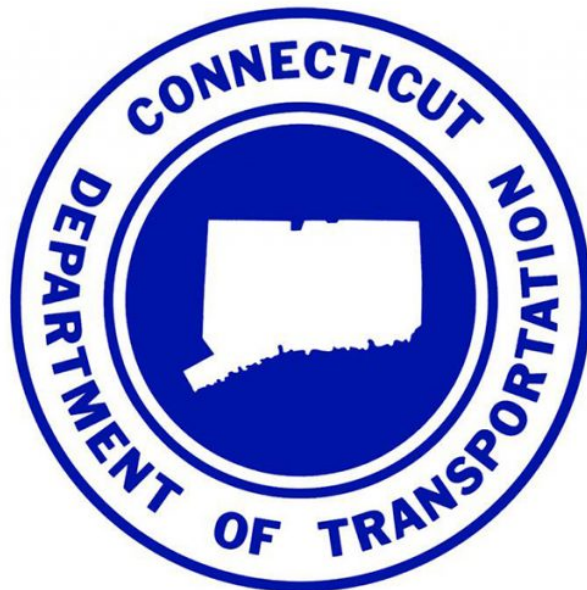
Department of Transportation
Joseph Giuletti, Commissioner
and the
Town of Ridgefield
Rudy Marconi, First Selectman



STATE SEAL



CTDOT LOGO



ITEM #1206023A – REMOVAL AND RELOCATION OF EXISTING SIGNS

Section 12.06 is supplemented as follows:

Article 12.06.01 – Description is supplemented with the following:

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

Article 12.06.03 – Construction Methods is supplemented with the following:

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

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

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

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

Payment under Removal and Relocation of Existing Signs shall be at the contract lump sum price which shall include all extruded aluminum and sheet aluminum signs, sign posts, and sign supports designated for relocation, all new sign posts and associated hardware for signs designated for relocation, all extruded aluminum signs, sheet aluminum signs, sign posts and sign supports designated for scrap, and foundations and other materials designated for removal and disposal, and all work and equipment required.

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

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

Pay Item

Removal and Relocation of Existing Signs

Pay Unit

L.S.

1206023a-removalrelocationofexistingsigns - 11716.00038.0060.j1521.specs.doc