

TOWN OF BROOKFIELD



BID DOCUMENTS

FOR

BROOKFIELD STREETScape PHASE III
ROUTE 202 FEDERAL ROAD

BROOKFIELD, CT

LOT/CIP Project No. L018-0002

MAY 2021

FREEMAN
C O M P A N I E S

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INVITATION TO BID
STREETSCAPE PHASE 3
BROOKFIELD, CONNECTICUT

Sealed bids for the Brookfield Streetscape Phase 3 Project No. L018-0002 will be received at the Office of the Purchasing Director until 11:00 am, June 8, 2021. Thereafter, bids will be opened in public and read aloud. No bids will be accepted after said date and time.

The Town of Brookfield hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and that they will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Prospective bidders shall examine the "Information For Bidders" and shall comply and conform strictly to the conditions and instructions contained therein.

Plans and Specifications may be obtained from the Land Use Office at Brookfield Town Hall, Room 103, 100 Pocono Rd, Brookfield, CT 06804. Cost for the Bid Package is one hundred (\$100) dollars which will not be refunded. Plans and Specs will also be posted on the State of CT Contracting Portal, <https://portal.ct.gov/DAS>, and on the Town's website, www.brookfieldct.gov, in the "Bids & RFP" page.

A Pre-Bid meeting will be held on Wednesday, May 26, 2021 at 10:00am at the old Hearth Restaurant, 756 Federal Road.

Any requests for additional information, interpretations or clarifications of these Contract Documents by potential bidders shall be made in writing to Greg Dembowski, Project Manager, at gdembowski@brookfieldct.gov or at 203-740-3865, no later than 12 calendar days prior to the scheduled bid opening date. If determined to be necessary or required, addenda issued on both the Town and State bid notice pages. Bidders who pick up Plans from the Town that have provided adequate contact information will be sent addenda, if issued. All addenda shall be posted or sent no later than 5 days prior to the bid closing and opening.

The Town of Brookfield reserves the right to accept any bid or part of bids, to reject any, all or any part of the bids, to waive any formalities or informalities in the bidding process and to award the bid deemed to be in the best interest of the Town.

All bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed and the contractor shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interference with any other contractor.

The minimum wages to be paid to labor of the various classifications shall be in accordance with Federal Wage Rate determinations and the current schedule of wages established by the State Labor Commissioner as provided in the General Statutes of Connecticut, as revised.

Note: Surety Company Bond for five percent (5%) of the amount of the bid, must accompany each proposal; certified checks will not be accepted. The Town of Brookfield reserves the right to reject any and all bids.

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% setaside goals.

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

Julian Capadose
Purchasing Manager

CONDITIONS:

Bid Surety:

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having a surety thereon approved by the Municipality, in the amount of 5% of the bid.

Payment: Final payment will be made upon the acceptance of the completed work by an authorized representative of the Town of Brookfield. No partial payments will be made. Invoices covering the work specified herein should be forwarded to the Purchasing Department upon completion of the project.

Taxes: The Town of Brookfield is exempt from all State and Federal taxes. Do not include these amounts in your quotation.

Addendums: All addendums will be posted on the town website, www.brookfieldct.gov. It is the responsibility of the bidder to check the website for any addendums before submitting their bid.

F.O.B. Destination: All prices quoted must be net delivered to destination.

Conflict of Interest: No public official or employee shall, while serving as such, have any financial interest or engage in any business, employment, transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest.

Insurance Requirements: Shall meet the requirements of Article 1.03.07 of the State of Connecticut Department Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction Form 818, dated 2020 or the requirements below, whichever is greater.

A. General Liability

Occurrence limit \$1,000,000; aggregate limit \$2,000,000. The insurance carried by the proposer shall be on form CG 00 01, or equivalent. The Town of Brookfield shall be named as an additional insured on the contractor's General Liability Insurance Policy with form CG 20 10 or CG 20 33, and CG 20 37.

B. Automobile Liability

Combined single limit of \$1,000,000. Comprehensive automobile policy to cover all owned, hired or non-owned automobiles or vehicles.

C. Workers Compensation

The proposer must have workers' compensation and employer's liability insurance as required by Connecticut and federal law, plus employer's liability limits of \$1,000,000 per accident, 1,000,000 disease each employee and \$1,000,000 disease policy limit.

D. Umbrella Liability

The proposer shall have a minimum coverage of \$1,000,000 excess umbrella coverage, naming the Town as additional insured.

The Town of Brookfield and the State of Connecticut shall be listed as an additional insured. The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or nonrenewal. The successful bidder must file an Insurance Certificate within two weeks of the date of notification of award. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the contract. A current insurance certificate and a copy of the endorsement or policy wording adding the Town as Additional Insured must be in the Town's possession at all times. In addition, the selected firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Brookfield, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer 's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connect.

Section I

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Brookfield Streetscape Phase III, Route 202 (Federal Road), Brookfield,

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5. Bid Security
6. Evaluation of Prices Submitted
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INFORMATION FOR BIDDERS

TOWN OF BROOKFIELD
Brookfield Streetscape Phase III, Route 202 (Federal Road)
in Brookfield, CT

1. RECEIPT AND OPENING OF BIDS:

The Town of Brookfield, hereinafter referred to as the Municipality, invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by Purchasing Department in the Brookfield 100 Pocono Road, Brookfield, CT 06804 until 11:00 A.M. Tuesday June 8, 2021, and then at said office publicly opened and read aloud. 3 copies of the bid should be provided. The envelopes containing the bids must be sealed, addressed to Town of Brookfield, CT and designated as Bid for the Brookfield Streetscape Phase III, Route 202 (Federal Road) in Brookfield, CT.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following;

- A. Form of Bid
- B. Bid security (*bid bond or Certified check*)
- C. EEO Certification of Bidder form. (*subcontractors=form not required at time of bid*)
- D. Non-Collusion Affidavit of Bidder form. (*subcontractors= form not required as part of bid*)

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must;

- A. be acceptable to the Municipality, and;
- B. submit form entitled "Certification by Proposed Subcontractor Regarding Equal Employment Opportunity". Approval of the proposed subcontract award cannot be given by the Municipality unless and until the proposed subcontractor has submitted the certification forms and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in contract and subcontract awards and notices to proceed.

4. QUALIFICATIONS OF BIDDER:

The Municipality may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Municipality all information and data for this purpose as the Municipality may request. The Bidder must be pre-qualified by the Connecticut Department of Transportation (ConnDOT) or be pre-qualified with the State of Connecticut Department of Administrative Services (DAS). The Municipality and/or DOT reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Municipality and/or DOT that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. BID SECURITY:

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having a surety thereon approved by the Municipality, in the amount of 5% of the bid. Checks or bid bonds shall be returned to all but the three lowest bidders within three days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Municipality and the accepted bidder have executed the contract, or if no award has been made, within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. EVALUATION OF PRICES SUBMITTED:

Bids will be compared on the basis of the estimated quantities times unit or lump sum prices state in the Proposal. In the event of a discrepancy between prices written in words and figures; the prices written in words shall govern. It is the intent of the Municipality to make award to the lowest responsible qualified bidder for the base Contract not including any Add Alternates (reference Connecticut General Statute 4a-59). In the event of a discrepancy between the total of the items and the total stated, the total of the items shall govern.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Municipality, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Municipality and to fully complete the project within **One Hundred and Twenty (120)** consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of one thousand dollars (**\$1000.00**) for each consecutive calendar day thereafter.

9. CONDITIONS OF WORK:

Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish

all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor in carrying out his work, must employ such methods or means as will cause the least interruption of or interference with the work of any other contractor.

10. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation must be in writing and addressed to Mr. Greg Dembowski of the Town of Brookfield, 100 Pocono Road, Brookfield, CT 06804, and, to be given consideration, must be received at least twelve days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be either faxed, or sent by certified mail with return receipt requested to all prospective bidders (*at the respective addresses furnished for such purposes*), not later than five days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a 100% surety bond or bonds as security of faithful performance of his contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Municipality and listed in the Department of Treasury's Listing of Approved Sureties (Circular 5Days0).

12. POWER OF ATTORNEY:

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

13. NOTICE OF SPECIAL CONDITIONS:

Although each and every part of the General Conditions is important, particular attention is called to those sections pertaining to the following;

- A. Inspection and testing of materials,
- B. Insurance requirements,
- C. Wage rates,
- D. Contract Compliance Reporting Requirements,
- E. Stated allowances.

14. LAWS AND REGULATIONS:

The bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the

contract throughout, and they are considered included in the contract the same as though they were written out in full.

15. OBLIGATION OF BIDDER:

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and the contract documents (*including all addenda*). The failure or omission of a bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation with respect to his bid.

16. AFFIRMATIVE ACTION REQUIREMENTS:

This contract is subject to state set-aside and contract compliance requirements. The contractor will be required to comply with those regulations. This includes the documentation attached and included within the contract.

Section II

**FORM OF BID
TOWN OF BROOKFIELD**

BROOKFIELD STREETScape PHASE III, ROUTE 202 (FEDERAL ROAD)

PROPOSAL OF: _____
(Official name of company and hereinafter called "bidder")

organized and existing under the laws of the State of _____, and doing business as: a corporation, a partnership, or an individual (check one).

TO the MUNICIPALITY hereinafter called the OWNER.

READERS:

The BIDDER, in compliance with your invitation to bid for the **Brookfield Streetscape Phase III, Route 202 (Federal Road) in Brookfield, CT**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **One Hundred and Twenty (120)** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$1500.00** for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following addenda:

- No. _____ Dated _____
- No. _____ Dated _____
- No. _____ Dated _____
- No. _____ Dated _____

PROPOSAL:

The bidder agrees to furnish and install all labor and materials required to fully construct the work in accordance with the contract documents.

The total amount of the bid based on the estimated quantities shown herein and as computed by the undersigned Bidder for the **Brookfield Streetscape Phase III, Route 202 (Federal Road) I Project**, is:

SCHEDULE OF PRICES
 BROOKFIELD STREETScape PHASE III
 LOTCIP No. L018-0002 BASE BID

ITEM NO.	ITEM AND UNIT PRICE	UOM	QTY.	TOTAL
0201001	Clearing and Grubbing _____dollars _____cents	LS	1	_____
0201500	Relocation of Mailbox _____dollars _____cents	EA	8	_____
0202001A	Earth Excavation _____dollars _____cents	CY	315	_____
0202529	Cut Bituminous Concrete Pavement _____dollars _____cents	LF	2600	_____
0212000	Subbase _____dollars _____cents	CY	125	_____
0219001	Sedimentation Control System _____dollars _____cents	LF	2000	_____
0406171	HMA S0.5 _____dollars _____cents	TON	185	_____
0406172	HMA S0.375 _____dollars _____cents	TON	93	_____
0507114A	Offset Type "C" Catch Basin _____dollars _____cents	EA	1	_____
0586760	Type "C-L" Catch Basin Top _____dollars _____cents	EA	1	_____
0586001.1	Type "C" Catch Basin- 0'-10' Deep _____dollars _____cents	EA	2	_____
0586040.1	Type "C-L" Catch Basin- 0'-10' Deep _____dollars _____cents	EA	1	_____
0586703	Convert Catch Basin to Manhole _____dollars _____cents	EA	3	_____
0686000.12	12" R.C. Pipe - 0'-10' Deep _____dollars _____cents	LF	49	_____
0813021A	6" Granite Stone Curbing (Include 4" Bevel & Thermalise Top _____dollars _____cents	LF	2012	_____
0813031A	6" Granite Curve Stone Curbing (Include 4" Bevel & Thermalise Top _____dollars _____cents	LF	126	_____
0813455A	Radial Granite Curb Driveway Return _____dollars _____cents	EA	10	_____

SCHEDULE OF PRICES
 BROOKFIELD STREETScape PHASE III
 LOTCIP No. L018-0002 BASE BID

ITEM NO.	ITEM AND UNIT PRICE	UOM	QTY.	TOTAL
0815001	Bituminous Concrete Lip Curbing _____dollars _____cents	LF	420	_____
0921001A	Concrete Sidewalk _____dollars _____cents	SF	14270	_____
0921005A	Concrete Sidewalk Ramp _____dollars _____cents	SF	250	_____
0921010A	Monolithic Concrete Curb and Sidewalk _____dollars _____cents	SF	830	_____
0921013A	Concrete Driveway Apron _____dollars _____cents	SF	1403	_____
0921018A	Brick Pavers _____dollars _____cents	SF	4950	_____
0921039A	Detectable Warning Strip (Cast Iron) _____dollars _____cents	EA	4	_____
0922500	Bituminous Concrete Driveway (Commercial) _____dollars _____cents	SY	380	_____
0944000A	Furnishing And Placing of Topsoil _____dollars _____cents	SY	2000	_____
0945060A	Pine Bark Mulch _____dollars _____cents	SY	95	_____
0947306A	Install Cluster Box Unit _____dollars _____cents	EA	1	_____
0949164A	Malus X Sutyzam, Sugar Tyme Crabapple _____dollars _____cents	EA	2	_____
0949181A	Prunus Incisa 'Okame' Okame Cherry _____dollars _____cents	EA	24	_____
0949729A	Cornus Kousa, Kousa Dogwood _____dollars _____cents	EA	3	_____
0949874A	Liquidambar Styraciflua 'Moraine' - Moraine Amer. Sweetgum _____dollars _____cents	EA	10	_____
0950005A	Turf Establishment _____dollars _____cents	SY	2000	_____
0969060A	Construction Office (Small)(Optional) _____dollars _____cents	MO	4	_____
0970006	Traffic Person (Municipal Police Officer) _____dollars _____cents	EST	1	\$20,000

SCHEDULE OF PRICES
 BROOKFIELD STREETScape PHASE III
 LOTCIP No. L018-0002 BASE BID

ITEM NO.	ITEM AND UNIT PRICE	UOM	QTY.	TOTAL
0970007	Traffic Person (Uniformed Flagger) _____dollars _____cents	HR	150	
0971001A	Maintenance and Protection of Traffic _____dollars _____cents	LS	1	
0975004	Mobilization and Project Closeout _____dollars _____cents	LS	1	
0976002	Barricade Warning Lights - High Intensity _____dollars _____cents	DAY	1200	
0977001	Traffic Cone _____dollars _____cents	EA	20	
0978002	Traffic Drum _____dollars _____cents	EA	20	
0980001	Construction Staking _____dollars _____cents	LS	1	
1003894A	Ornamental Light System _____dollars _____cents	LS	1	
1206023A	Removal and Relocation of Existing Sign _____dollars _____cents	LS	1	
1208931A	Sign Face - Sheet Aluminum(Type IX Retroreflective Sheeting) _____dollars _____cents	SF	20	
1209114	Hot-Applied Painted Pavement Markings 4" Yellow _____dollars _____cents	LF	1600	
1209124	Hot-Applied Painted Pavement Markings 4" White _____dollars _____cents	LF	1600	
1210101	4" White Epoxy Resin Pavement Markings _____dollars _____cents	LF	1600	
1210102	4" Yellow Epoxy Resin Pavement Markings _____dollars _____cents	LF	1600	
1210105	Epoxy Resin pavement Markings, Symbols And Legends _____dollars _____cents	SF	375	
1210003A	Public Information Signs _____dollars _____cents	SF	32	
1220027	Construction Signs _____dollars _____cents	SF	200	
1403501	Reset Manhole (Sanitary) _____dollars _____cents	EA	3	

	Base Bid Total:
"Unit Price" amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy between "Unit Price" and "Total", the unit price will govern.	Base Bid Total (in words): dollars cents

BASE BID (ONLY)

TOTAL AMOUNT IN WORDS:

_____ DOLLARS

TOTAL AMOUNT IN FIGURES: \$ _____

The BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

The BIDDER agrees that this bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the BIDDER will execute the OWNER'S formal contract within ten (10) days and deliver Surety Bonds as required.

The bid security attached in the sum of 5% of the bid is to become the property of the OWNER in the event the contract and bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

RESPECTFULLY SUBMITTED:

BY: _____
(type or print name and title)

(authorized signature of bidder)

List below, the business location, the mailing address, the telephone number and the name of the person of whom any inquiries are to be made.

If bid is submitted by a corporation, its seal must appear.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____

_____ PRINCIPAL, and _____

as SURETY are held and firmly bound unto the Town of Brookfield hereinafter called the OWNER, in the penal sum of Five Percent of Total Bid Dollars, (5% of Total Bid) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated this, _____ day of _____, 20____, for

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, the Principal shall pay the Owner the difference between the amount specified in said Bid and Amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

_____ Principal

_____ Surety

By _____

By _____

Section III
GENERAL CONDITIONS

1. DEFINITIONS:

The following terms as used in this document are specifically defined as follow:

- A. **Contractor** means a person, firm or corporation with whom this contract is made.
- B. **Subcontractor** means a person, firm or corporation supplying labor and materials or labor only for work at the project under separate contract or agreement with the contractor.
- C. **Owner** means either the Town of Brookfield, its authorized representative of the Municipality or a combination of those representatives.
- D. **Project Manager** means the person employed by the Town of Brookfield on behalf of the owner. All major decisions and determinations required during the work will be made jointly by the owner, and the project manager; and if applicable, the architect/engineer, however, instructions to the contractor are to be from the Owner or approved designee. If the contractor performs work beyond the scope of the project at the direction or request of any person other than the owner, it will be at his own risk and expense. If this work must be removed or revised, that also will be at the expense of the contractor.
- E. **Work on or at the project** means all work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the contractor and any subcontractor.
- F. **Apprentice** means; 1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau or 2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- G. **Trainee** means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.
- H. **Covered area** means the geographical area described in the solicitation from which this contract resulted;
- I. **Director** means Director of the Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- J. **Employer identification number** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- K. **Minority** includes;
 - 1. **Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin),
 - 2. **Hispanic** (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race),
 - 3. **Asian and Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands),

4. **American Indian or Alaskan Native** (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification),
5. **Portuguese** (all persons having origins in the Iberian Peninsula, including Portugal, regardless of race).

2. REQUIRED PROVISIONS DEEMED INSERTED:

Each and every provision of law required to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any provision is not inserted or is inserted incorrectly then upon the application of either party the contract shall be amended to make such insertion or correction.

3. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:

No person under the age of sixteen and no person who at the present time is serving sentence in a penal or correctional institute shall be employed on the work covered by this contract.

4. REPORTS, RECORDS AND DATA:

It is imperative that the contractor keep records and submit reports in strict accordance with all sections of these General Conditions. Several different sections require specific information which may be addressed individually or in aggregate with other sections at the contractor's option. Provided all information is available, the Municipality will not mandate a specific format to be followed. If information submitted by the contractor is unclear or incomplete, the Municipality may request that the records/reports be re-submitted.

The contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed under this contract.

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project. Such records will contain for each employee, their name, address, correct classification, rate(s) of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits.

The contractor will submit weekly certified copies of all payrolls to the Project Manager. The payroll shall be accompanied by a statement signed by the employer or authorized representative indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the actual work performed. The submission of a "Weekly Statement of Compliance" which is required under

this contract and the Copeland regulations of the Secretary of Labor (29CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the required records available for inspection by authorized representatives of the Municipality, its agents, and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

A. **PAYROLLS AND BASIC RECORDS.** Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to his/her own workforce employed on the site of the work. The principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

1. The name, address and social security number of each laborer and mechanic;
2. His or her correct work classification(s);
3. Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
4. Daily and weekly number of hours worked, including any overtime hours;
5. Deductions made and actual net wages paid;
6. Evidence pertaining to any fringe benefit programs;
7. Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.

B. **CERTIFIED PAYROLL REPORTS.** Certified weekly payroll reports (CPRs) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. For this reason, all CPRs and any related records are submitted to the Project Manager *through* the principal contractor.

1. **CPR Format.** CPR information may be submitted in any form provided that the Project Manager can reasonably interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347.
2. **Submission Requirements.** CPRs shall be submitted for each contractor/subcontractor (employer) beginning with the first week such employer performs work on the site of the work. CPRs shall be submitted promptly following the close of each such pay week.
3. **CPR Preparation.** CPRs for each employer shall be numbered sequentially beginning with A1. The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.
 - a. **Employee Information.** The first payroll on which each employee appears shall contain the employee's name, address and Social Security Number. Thereafter, the address and Social Security Number only need to be reported if there is a change in such information.

- b. Apprentices or Trainees. The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentice=s or trainee=s registration in an approved program. A copy of the approved program pertaining to the wage rates and rations shall also accompany the first CPR on which the first apprentice or trainee appears.
 - c. Split Classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported. The employer may list the employee once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
 - d. Hours Worked at Other Job Sites. The CPRs should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those hours *should not* be reported on the CPR. In these cases, the employer should list the employee=s name, classification, hours this project only, and the rate of pay and gross earnings at this project. Deductions and net pay may be reflected based upon the employee=s total earnings (for all projects) for the week.
4. No Work = No Payrolls. Employers are not required to submit CPRs for weeks during which no work was performed on the site of the work *provided* that the CPRs are number sequentially *or* that the employer has provided written notice that its work on the project has been suspended.
5. Weekly Payroll Certification. Each weekly payroll shall be accompanied by a *A Statement of Compliance*. The Statement of Compliance shall be executed by the original signature of the principal executive of the contractor/subcontractor or of a person authorized in writing by the principal. The Statement shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
 - a. That the payroll for the payroll period contains the information required to be maintained (see &2-7) and that the information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set for in Regulations, 29 CFR Part 3; and
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
6. Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

5. OTHER PROHIBITED INTERESTS:

No official of the owner who is authorized solely or jointly to negotiate, make, accept, or approve any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the owner who is authorized in a capacity to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or any part thereof.

6. NO CONFLICT

No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.

7. NATIONAL HISTORIC PRESERVATION ACT OF 1966:

The contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. [Reference: National Historic Preservation Act of 1966 (80 Stat 915.16 USC 470) and Executive Order No. 11593 of May 31, 1971.]

8. RIGHT OF THE OWNER TO TERMINATE THE CONTRACT:

In the event that any of the provisions of these general conditions are violated by the contractor, or by any of his subcontractors, the owner may serve written notice upon the contractor and his surety of its intention to terminate the contract, such notices to contain the reasons for such intention, and unless within ten (10) days after the serving of such notice upon the contractor, such violations or delay shall cease and satisfactory arrangements or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the owner shall immediately serve notice upon the surety and the contractor. The surety shall have the right to take over and perform the contract; provided however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the owner may take over the work and prosecute the same to completion by contract or by force account for the amount and at the expense of the contractor, and the contractor and his surety shall be liable to the owner for any excess cost occasioned by the owner. In such event, the owner may take possession of and utilize in completing the work, any materials, appliances, and plant as may be on the site of the work and necessary, therefore.

9. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:

In order to protect the life and health of his employees under the contract, the contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Act commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this contract.

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

10. CONTRACT AND CONTRACT DOCUMENTS:

The plans, specifications and addenda form part of the contract, and the provisions thereof are as binding upon the contracting parties as if they were herein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

11. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed by and between the contractor and the owner that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are essential conditions of the contract and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the owner, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the contractor agrees, as a part consideration for the awarding of this contract, to pay to the owner the amount specified in the contract, not as a penalty but as liquidated damages for breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work.

The liquidated damages amount is fixed and agreed upon by and between the contractor and the owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the owner would in such event sustain, and said amount is agreed to be the amount of damages which the owner would sustain and said amount shall be retained from time to time by the owner from current periodical estimates.

Given the restricted planting seasons for deciduous plants, planting is excluded from the time of completion and liquidated damages.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any of the work, the new time limit fixed by such extension shall be of the essence of this contract, provided that the contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the contractor is without fault and the contractor's reasons for the time extension are acceptable to the owner, provided further that the contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due:

- A. to any preference, priority or allocation order duly issued by the government;
- B. to unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of the owner, acts of another contractor in the performance of a contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and/or
- C. to any delays of subcontractors or suppliers occasioned by any of the causes specified in the preceding two paragraphs, provided further that the contractor shall, within ten (10) days from the

beginning of such delay, unless the owner shall grant a further period of time prior to the date of final settlement of the contract, notify the owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.

12. PROJECT MANAGER'S AUTHORITY:

The project manager shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The project manager shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to the work. The project manager's estimates and decisions shall be final and conclusive, except as otherwise provided. In case any question shall arise between the parties hereto relative to the contract or specifications, the determination or decision of the project manager shall be a condition precedent to the right of the contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The project manager shall decide the meaning and intent of any portion of the specifications and of any plan or drawing where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the contractor and any other contractors performing work for the owner shall be adjusted and determined by the project manager.

13. SURVEYS, PERMITS AND REGULATIONS:

Unless otherwise expressly provided for in this contract, the owner will furnish to the contractor all surveys necessary for the execution of the work. The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract. The contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

14. LAND AND RIGHTS-OF-WAY:

Prior to the start of construction, the owner shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

15. STORAGE:

In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc. and (ii) all associated delivery and transportation services. In any event, the contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the Owner.

16. NOTICE AND SERVICE THEREOF:

Any notice from the owner to any contractor regarding any part of this contract shall be in writing and considered delivered and the service thereof completed when the notice is posted by certified or registered mail to the contractor at his last given address or delivered in person to the contractor or his authorized representative on the work site.

17. SUSPENSION OF WORK:

Should the owner be prevented from proceeding with the work or from authorizing its prosecution by reason of any litigation, the contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the owner may determine will compensate for time lost by the delay. Determination will be sent in writing from the owner to the contractor.

18. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

The contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the contractor will coordinate with the contract documents. The contractor shall carry out the work in accordance with the additional detail drawings and instructions. The contractor and the project manager will prepare jointly (a) a schedule, fixing the dates at which specific detail drawings will be required, such drawings, if any, to be furnished by the project manager in accordance with said schedule and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacturer's testing, installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule is subject to change in accordance with actual work progress.

19. SHOP OR SETTING DRAWINGS:

The contractor shall submit to the project manager six copies of each shop or setting drawing prepared in accordance with the above, predetermined schedule at least 5 calendar days in advance of their proposed use in order to allow for their review by the Engineer, as well as for any necessary revision and approval of the drawing, without undue delay of the Project construction. After examination of such drawings by the project manager, and the return thereof, the contractor shall make such corrections to the drawings as have been indicated and shall furnish the project manager with six corrected copies. Regardless of corrections made in, or approval given to, such drawings by the project manager, the contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the project manager, in writing, of any deviations at the time he furnishes such drawings.

20. MATERIALS, SERVICES AND FACILITIES:

It is understood that, except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or legal holidays, shall be performed without additional expense to the owner.

21. CONTRACTOR'S TITLE TO MATERIAL:

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used in the work, free from all liens, claims or encumbrances.

22. INSPECTION AND TESTING OF MATERIALS:

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be retained by the owner.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

Any authorized agent of the Municipality shall be permitted to inspect the project in general or any of its phases.

23. FORM 818

Wherever in these Contract Documents reference is made to Form 818, it shall mean the latest revision of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction, Form 818, 2020 including all supplemental specifications. Particular paragraphs and articles cited herein are made a part of these Contract Documents.

All references to Commissioner, Department, Engineer and State anywhere within Form 818 shall be reinterpreted to mean the Owner or a duly authorized agent of the Owner. Any question of ambiguity regarding definition shall be brought to the immediate attention of the Owner.

24. "OR EQUAL" CLAUSE:

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers or vendors which will adequately perform the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the project manager, of equal substance and function. It shall not be installed by the contractor without the project manager's written approval.

25. CONTRACTOR'S OBLIGATIONS:

The contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary to complete all the work required by this contract, within the time herein specified, in accordance with the provisions of the plans and specifications (including any and all supplemental plans and drawings), and in accordance with the direction of the project manager as given during the progress of the work. He shall furnish, erect, maintain and remove such construction plant(s) and such temporary works as may be required. The contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the project manager.

All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.

The Contractor certifies that he has familiarized himself with the requirements of the specifications and/or plans and understands the extent and character of the work to be done and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid. It is the contractor's responsibility to obtain the annual prevailing wage rate increases directly from the State Department of Labor website. The owner will not allow additional costs for Labor rate increase during the course of the project.

26. SEPARATE CONTRACTS:

The contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The contractor and his subcontractors shall keep informed of the progress and the detail work of other contractors and shall notify the project manager immediately of lack of progress or defective workmanship on the part of other

contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

27. SUBCONTRACTING:

The contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The contractor shall not award any work to any subcontractor without the approval of the owner. Approval will not be given until the contractor submits to the owner a written statement including appropriate certifications concerning the proposed award to the subcontractor, which statement will contain such information as the owner may require.

The contractor shall be as fully responsible to the owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed directly by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the owner may exercise over the contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the owner.

The contractor shall insert these same general conditions in any subcontract he awards.

28. MUTUAL RESPONSIBILITY OF CONTRACTORS:

If through acts of neglect on the part of the contractor, any other contractor or subcontractor shall suffer loss or damage on work, the contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if the other contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been sustained, the owner shall notify the contractor, who shall indemnify and save harmless the owner against any such claim.

29. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work, the contractor shall employ a construction superintendent or foreman who has full authority to act for the contractor. It is understood that the contractor's representative shall be acceptable to the architect/engineer and to the owner.

30. CORRECTION OF WORK:

All work, materials, processes of manufacture and methods of construction shall be subject to inspection by, and the acceptability of the project manager at all times. Should they fail to meet his approval, they shall be reconstructed, made good, replaced and/or corrected by the contractor at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the project manager, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the contract

documents, the compensation paid to the contractor shall be reduced by an equitable amount established by the project manager.

31. WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather, or whenever the project manager shall direct, the contractor will, and will cause his subcontractors to, carefully protect his and their work and materials against damage or injury from the weather. If, in the opinion of the project manager, any work or materials shall have been damaged or injured by reason of failure on the part of the contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the contractor.

32. COLD WEATHER WORK:

The Project Manager will determine when low temperature condition is unfavorable for work and may order the work, or any portion of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal.

33. PROTECTION OF WORK AND PROPERTY - EMERGENCY:

The contractor shall, at all times, protect the owner's property from injury or loss in connection with this contract. He shall, at all times, safely guard and protect his own work, and that of adjacent property, from damage. The contractor shall replace or make good any such damage, loss or injury unless it was caused directly by errors contained in the contract or by the owner, or the owner's duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the contractor will be allowed to act, without previous instructions from the project manager immediately thereafter. Any claim for compensation by the contractor due to such extra work shall be promptly submitted to the project manager for approval.

Where the contractor has not taken action but has notified the project manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the project manager.

The amount of reimbursement paid to the contractor on account of any emergency action shall be determined by the project manager and owner based on their review of submitted documentation of actual costs incurred by the contractor.

34. CONFLICTING CONDITIONS:

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions shall be void to the extent of such conflict or inconsistency.

35. SUBSURFACE CONDITIONS FOUND DIFFERENT:

Should the contractor encounter subsurface and/or latent conditions at the site which differ materially from those shown on the plans or indicated in the specifications, he shall immediately notify the project manager of the condition prior to its disturbance. The project manager will promptly investigate the condition and make the required changes in the plans and specifications. Any change to the contract cost will be determined in accordance with paragraph 38.

36. CHANGES IN THE WORK:

No change in the work covered by the approved contract documents shall be made without having written approval of the project manager. All changes (increasing or decreasing the contract amount) shall be determined by one or more, or a combination of the following methods;

- A. Unit bid prices previously established and approved,
- B. An agreed lump sum with back-up data, as required by the engineer.

37. EXTRAS:

Without invalidating the contract, the project manager may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work. The contract sum will be adjusted accordingly, and the consent of the surety will be obtained as required. All of the work of the kind bid upon shall be paid for at the prices stipulated in the proposal in accordance with Section 1.09.04 of the standard specifications, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the project manager and the cost therefore is stated in the order.

38. ANTI-LOBBYING:

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

39. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:

Immediately after execution and delivery of the contract, and before the first partial payment is made, the contractor shall deliver to the owner an estimated construction progress schedule in form satisfactory to the owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the contractor in accordance with the progress schedule. The contractor shall also furnish; A) a detailed estimate (Schedule of Values) giving a complete break-down of the contract price and B) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

40. RECORD DRAWINGS:

Concurrently with the progress of the Work, the Contractor shall keep on the site a set of "AS-Built" Record Drawings, consisting of a marked set of the Contract Drawings with additional sketches as required, denoting and dimensioning accurately and neatly all changes and conditions that are variation from the Contract Drawings.

All offsets, bends and changes in alignment and grade of underground utilities, which are not marked by a visible surface structure such as manholes, catch basins, etc., shall be recorded. These locations shall be located in reference to three (3) separate permanent surface reference points and recorded on the "As Built" Record Drawings.

An accurate record shall also be kept of all existing site and roadway items which are reworked or relocated under this Contract.

The "As-Built" drawings shall be available for examination at the site at all times. Upon completion of the Work, the Contractor shall deliver to the City a reproducible set of the Record Drawings for Owner review. Upon review and acceptance by the City of the reproducible set of the Record Drawings a final set shall be provided to the Owner, certified by a Connecticut licensed land surveyor. The Contractor shall also provide to the Owner an AutoCAD file of the record drawings using AutoCAD software Release 2000 or newer.

The Contractor's attention is directed to the fact that submission of a reproducible set of "As-Built" Record Drawings and AutoCAD file is a pre-requisite for final payment.

41. QUANTITIES OF ESTIMATE:

Wherever the quantities of work to be done and materials to be furnished on a unit basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids. The owner reserves the right to increase or decrease the units as may be deemed reasonably necessary or desirable to complete the work in this contract. Any such increase/decrease shall in no way invalidate this contract, nor shall any such increase/decrease give cause for claims or liability for damages.

42. PAYMENT TO THE CONTRACTOR:

The owner shall make monthly progress payments to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding work period under the contract. To ensure

proper performance under the contract, the owner shall retain 5% of the amount of each estimate until final completion and acceptance of all work covered by the contract.

All material and work covered by partial payments made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor from his responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require fulfillment of all the terms of the contract.

The contractor agrees that he will indemnify and hold the owner and its agents all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of nature hereinabove designated have been paid, discharged or waived. If the contractor fails to do so, then the owner may, after having served written notice on the contractor, either pay unpaid bills of which the owner has written notice, direct or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor or his surety.

In paying any unpaid bills of the contractor, the owner shall be deemed the agent of the contractor, and any payment so made by the owner shall be considered as a payment made under the contract by the owner to the contractor, and the owner shall not be liable to the contractor for any such payment made in good faith.

43. ASSIGNMENTS:

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the express, written consent of the owner. In case the contractor assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

44. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, final or otherwise, shall operate to release the contractor or his subcontractors or his surety from any obligation under this contract or the bonds affixed thereto.

45. GENERAL GUARANTY:

Neither the final payment nor partial or entire occupancy of the premises constitute an acceptance of any work not done in accordance with the contract documents; nor does either condition relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE OWNER:

The contractor agrees to the use and occupancy of a portion of the project by the owner before formal acceptance, provided the owner:

- A. secures written consent of the contractor except in the event the contractor is chargeable with unwarranted delay in completing the contract requirements. Final determination will be in the opinion of the project manager.
- B. secures consent of the surety.
- C. secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction.
- D. secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction when the project consists of more than one building, and one of the buildings is occupied.

47. USE OF PREMISES AND REMOVAL OF DEBRIS:

The contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damage to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- D. To clean up all refuse, rubbish, scrap materials, and debris caused by his operations on a daily basis so that the site of the work shall present a neat, orderly and workmanlike appearance at all times;
- E. To remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat and orderly condition before final payment;
- F. To affect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the project manager, not to cut or otherwise alter the work of any other contractor.

48. MAINTENANCE OF CONSTRUCTION AREA:

The Construction Area will be maintained by the contractor throughout the duration of the project and will include all maintenance responsibilities with the exception of snow removal.

49. INDEMNIFICATION:

The contractor and all of his subcontractors agree to defend, indemnify and hold harmless the Municipality, its Departments, agents and employees from any and all claims, liabilities, obligations and causes of action of whatsoever kind and nature for injury to, or death, including contractor employees, of any person and for damages to or destruction of property, or loss of use, including property of the Municipality, resulting in connection with work services or activities under this agreement regardless of cause except that the contractor shall not be required to assume responsibility or indemnify the Municipality of such injuries, damages or claims deemed by law to be due to the sole negligence of the Municipality, its employees or agents.

50. INSURANCE REQUIREMENTS:

The contractor shall procure and maintain in effect for the duration of this agreement, the following insurance coverages with insurers licensed or approved to conduct business in the State of Connecticut. All insurers must be satisfactory to the Municipality.

The selected Contractor must, prior to contract signing, supply the Municipality and the Owner with the original certificates of insurance for commercial general liability, automobile liability, railroad protective liability, and workers compensation insurance as outlined below. The Contractor shall indemnify and save harmless the Owner and the Municipality under these policies, Town of Brookfield, its agents and the Owner and State of Connecticut as additional insured. Insurance shall meet the requirements of Article 1.03.07 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818, dated 2020 or the requirements below, whichever is greater.

A. COMMERCIAL GENERAL LIABILITY

The Contracting Engineer shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Three Million Dollars (\$3,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Three Million Dollars (\$3,000,000).

C. RAILROAD PROTECTIVE LIABILITY

When the Agreement requires work on, over or under the right of way of any railroad company, the Contracting Engineer shall provide, with respect to the operations that it or its subcontractors perform under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named

insured, and the Municipality named as additional insured, providing for coverage limits of (1) not less than Three Million Dollars (\$3,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to that limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such insurance is required, the Contracting Engineer shall obtain and submit the minimum coverage indicated above to the Municipality prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the Municipality.

D. WORKERS' COMPENSATION

With respect to all operations the Contracting Engineer performs and all those performed for the Contracting Engineer by subcontractors, the Contracting Engineer and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

Cancellation Notice - Insurers must give no less than 30 days written notice in the event of either cancellation or non-renewal to the Municipality. Notice is to be to the attention of Town of Brookfield.

All policies are to be evidenced by Certificates of Insurance properly authorized by the insurer or their representative and must reflect all coverages. Certificates must be delivered to the Town prior to any work or activity under this agreement.

Section IV
MISC. FORMS AND CONTRACT AGREEMENT

TABLE OF CONTENTS

To be completed by:

CONTRACTOR

- 1) Non-Collusion Affidavit of Prime Bidder
- 2) Certification of Bidder Regarding Equal Employment Opportunity
- 3) Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements
- 4) Proposed Subcontractors Breakdown
- 5) Estimated Project Workforce Breakdown - Table B
- 6) Certificate as to Corporate Principal
- 7) Form of Surety Guaranty
- 8) Performance Bond Form
- 9) Payment Bond Form
- 10) Acknowledgement of Surety Company
- 11) Agreement Form
- 12) Certification of Compliance

SUBCONTRACTOR

- 1) Non-Collusion Affidavit of Subcontractor
- 2) Certification of Proposed Subcontractor Regarding Equal Employment Opportunity
- 3) Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

PROJECT NUMBER:

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

1. Participation in a previous contract or subcontract:

- A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
Yes No
- B. Compliance reports were required to be filed in connection with such contract or subcontract
 Yes No
- C. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964 Yes No

D. If answer to item C is A No, please explain in detail on the reverse side of this certification.

2. Dollar amount of bid: \$ _____

3. Anticipated performance period _____ days.

4. Expected total number of employees who will perform the proposed construction _____.

5. Non-segregated facilities

A. Notice to Prospective Federally-Assisted Construction Contractors:

- I. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- II. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

B. Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:

- I. A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- II. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

C. Certification of Non-segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term A segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

- Black
- Spanish American
- Oriental
- American Indian
- Eskimo
- Aleut
- White (other than Spanish American)
- Portuguese

Remarks: _____

Certification: The information above is true and complete to the best of my knowledge and belief.

 Bidder=s Name and Title of signer (please print)

 Signature

 Date

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

ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

* Lower Income Project Area Residents. Individuals residing within the _____ whose family income does not exceed 80% of the median income in the SMSA _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the Corporation named as Principal in the within bond, that _____ who signed the said bond on my behalf of the Principal was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed, and attested to for and in behalf of said Corporation by authority of its governing body.

_____(Corporate Seal)

Title:

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

FORM OF SURETY GUARANTY

(To Accompany Proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned Corporation, and for other valuable consideration, the

(Name of Surety Company)

a Corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of Connecticut, certified and agrees, that if Contract _____ Project Number is awarded to _____, the undersigned _____
_____(Name of Bidder)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract Price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Town of Brookfield as Oblige, hereinafter called Oblige, in the amount of _____ (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Oblige for which contract with all its terms, covenants, conditions and stipulations is incorporated herein to form a part hereof as fully as if said contract was recited at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Oblige of any extension of the time for the performance of the Contract, or any other forbearance on the part of either the Oblige or the Contractor to the other shall not in any way release the Contractor and the Surety, or either of any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Whenever Contractor shall be, and declared by Oblige to be in default under the Contract, at the Oblige's election, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, by another contractor acceptable to the Oblige said other Contractor to act as an agent of the Surety, or
2. Obtain a bid or bids for submission for completing the Contract in accordance with its terms and conditions, and upon determination by Oblige and Surety of the lowest responsible bidder, arrange for a contract between such a bidder and Oblige, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Oblige to Contractor under the Contract and any amendments thereto, less the amount properly paid by Oblige to Contractor.

SIGNED AND SEALED this _____ day of _____, A.D. 2020.

IN THE PRESENCE OF:

(Principal of Contractor) (Seal)

(Title)

(Surety) (Seal)

By: _____

PAYMENT BOND (LABOR AND MATERIAL BOND)

KNOW ALL MEN BY THESE PRESENTS:

That _____, of The Town of Brookfield of _____, County of _____, State of _____, as Principal (hereinafter called the Principal) and (a surety company authorized to transact business in the State of Connecticut) as Surety (hereinafter called the Surety) are held and firmly bound unto the Town of Brookfield (hereinafter called the Obligee) in the full penal sum of _____ (\$ _____), lawful money of the United States, to be paid to said Obligee which payment will and truly be made and done, the said Principal binds himself, his heirs, executors, and administrators (or itself, its successors and assigns and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain written contract with said Obligee, dated _____ day of _____, A.D. 2020, which written contract provides for _____, which contract, with all of its terms, covenants, conditions and stipulations is incorporated herein to form a part hereof as fully as if said contract was recited at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid contract, whether or not the material or labor, enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Obligee of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said contract, and who is not paid therefore; may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sum or sums as may be justly due.

This bond is furnished pursuant to Section 49-41 of the General Statutes of Connecticut, Revision of 1958.

SIGNED AND SEALED this _____ day of _____, A.D. 2020

IN THE PRESENCE OF: _____
(Principal of Contractor) (Seal)

(Title)

(Surety) (Seal)

By: _____
Attorney-in-Fact

Attest:

ACKNOWLEDGMENT OF SURETY COMPANY

State of _____)

County of _____)

City of _____)

On this _____ day of _____, 2020, before me personally came to me known to be the person named in the above instrument and who after being by me duly sworn, did depose and say that he resides in _____, that he is the of the corporation described in which is executed the above instrument; that he knows the seal of said corporation that the seal affixed to said instrument is such corporate seal, that it was so affixed pursuant to a resolution of the Board of Directors of said corporation, and that he signed his name by like order.

(Notary Public)

MY COMMISSION EXPIRES:

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

The foregoing bond and sureties are hereby approved.

Dated: _____, 2020.

First Selectman
Town of Brookfield

Town Planner
Town of Brookfield

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020 by and between _____ hereinafter called the “Contractor”, and The Town of Brookfield hereinafter called the “Owner”.

WITNESSETH, that the Contractor and The Town of Brookfield for _____ (\$ _____) and considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for “Brookfield Streetscape Phase III, Route 202 (Federal Road)” in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Brookfield.

ARTICLE 2. The Contract Price. and The Town of Brookfield will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED. The WORK to be done under this Contract shall be fully completed within **One Hundred and Twenty (120)** consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of one thousand dollars (**\$1500.00**) for each consecutive calendar day thereafter, unless the period for completion is extended by the Town of Brookfield.

ARTICLE 4. Contract. The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid Form
- f. Bid Bond
- g. Certificate as to Corporate Principal
- h. Form of Surety Guaranty
- i. Statement of Bidder’s Qualifications
- j. Performance Bond and Payment Bond Forms
- k. Acknowledgement of Surety Company
- l. Non-Collusive Affidavit of Prime Bidder
- m. Equal Employment Opportunity
- n. Nondiscrimination, Service of Process, Listing All Employment Openings with the Office of the Connecticut State Employment Service
- o. Schedule of Prevailing wages and Certificate Forms
- p. General Conditions, Supplemental General Conditions, and Special Conditions
- q. Special Provisions: Specific Amendments to Form 818

- r. CDOT FORM 818, 2020
- s. Drawings
- t. Notice of Award

THIS AGREEMENT, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 4, shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Attest:

(Contractor)

By:

(Name)

(Title)

Attest:

The Town of Brookfield

By:

To be determined
Town of Brookfield

By:

To be determined
Town of Brookfield

Certification of Corporate Contractor

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Signature)

(Corporation)

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

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

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

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

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

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

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

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

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

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

My Commission Expires:

(Notary Public) (Seal)

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____)

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

1. He is _____ of _____, hereinafter referred to as the ASubcontractor;
2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the project in _____.
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the (Owner), or any other person interested in the proposed Contract; and
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature)

(Title)

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

(Title)

My commission expires: _____

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor

Project Number

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

1. Participation in a previous contract or subcontract:

A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
 Yes No

B. Compliance reports were required to be filed in connection with such contract or subcontract
 Yes No

C. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964 Yes No

D. If answer to item C is ANo, please explain in detail on the reverse side of this certification.

2. Dollar amount of bid: \$ _____

3. Anticipated performance period _____ days.

4. Expected total number of employees who will perform the proposed subcontract _____.

5. Non-segregated facilities

A. Notice to Prospective Subcontractors or Requirement for Certification of Non-segregated Facilities:

I. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

II. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To (Department, Agency, or Bureau)	Date
c/o	Project Number
	Project Name

1. The undersigned, having executed a contract with _____
for _____ in the amount of \$ _____

in the construction of the above-identified project, certifies that:

- a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract,
- b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-2(a)),
- c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wager Requirements, executed by the lower tier subcontractor, in duplicate.

The workmen will report for duty on or about _____
(date)

3. He certifies that:

- a) The legal name and the business address of the undersigned are:

- b) The undersigned is:

- (1) _____ A Single Proprietorship
- _____ A Partnership
- _____ A Corporation Organized in the State of _____
- _____ Other Organization (describe) _____

c) The name, title, and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	TITLE	NATURE OF INTEREST

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	TRADE CLASSIFICATION

Social Security No. or
Federal Employer I.D. No. _____

(Contractor)

Date: _____

BY

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: Whoever, makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both.

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

Index

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2. Contractor Work Force Utilization / Specific Equal Employment Opportunity
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 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
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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
Female

Minority

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

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

Lower River				4.3%
1.8%				

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL

Minority

Female

New Haven				17.9%
3.1%				

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

New London				7.4%
3.1%				

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

Stamford				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
Southbury
Wolcott

Middlebury
Thomaston
Woodbury

Naugatuck
Waterbury

Prospect
Watertown

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

April 2019

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)

Section VI

Commission of Human Rights and Opportunities Contract

Compliance Regulations Notification to Bidders

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 1 – Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes No

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

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

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

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

INDEX TO TECHNICAL SPECIFICATIONS

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.

ITEM

NOTICE TO CONTRACTOR – LIQUIDATED DAMAGES
NOTICE TO CONTRACTOR – CONTRACT DURATION
NOTICE TO CONTRACTOR – BEST MANAGEMENT PRACTICES
NOTICE TO CONTRACTOR – SITE CLEANLINESS
NOTICE TO CONTRACTOR – CONTRACTOR'S MAINTENANCE RESPONSIBILITY DURING CONSTRUCTION
NOTICE TO CONTRACTOR – TOWN OF BROOKFIELD DISCLAIMER
NOTICE TO CONTRACTOR – NOISE POLLUTION
NOTICE TO CONTRACTOR – FIRE DEPT., POLICE AND EMERGENCY MEDICAL SERVICES
NOTICE TO CONTRACTOR - SAFEGUARDING OF RESIDENCES BUSINESS AND PEDESTRIANS
NOTICE TO CONTRACTOR - CONSTRUCTION STAGING AREA
NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS
NOTICE TO CONTRACTOR - VEHICLE EMISSIONS
NOTICE TO CONTRACTOR - EXISTING UTILITIES
NOTICE TO CONTRACTOR - PRIVATE LIGHTS AND SIGNS
NOTICE TO CONTRACTOR – BUY AMERICA
NOTICE TO CONTRACTOR – CONTRACTOR TRAINING REQUIREMENT FOR 10-HR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE
NOTICE TO CONTRACTOR – GLOBAL POSITIONING SYSTEM (GPS) COORDINATES FOR SIGNS
NOTICE TO CONTRACTOR – UTILITY GENERATED WORK SCHEDULE
NOTICE TO CONTRACTOR – ORNAMENTAL LIGHTING SYSTEM
NOTICE TO CONTRACTOR – BROOKFIELD WATER POLLUTION CONTROL AUTHORITY (WPCA)
NOTICE TO CONTRACTOR – PORTLAND CEMENT CONCRETE (PCC) MIX CLASSIFICATIONS
NOTICE TO CONTRACTOR – MINIMUM CONCRETE COMPRESSIVE STRENGTH
SECTION 1.05 – CONTROL OF THE WORK
SECTION 1.07 - LEGAL RELATIONS & RESPONSIBILITIES
SECTION 1.08 - PROSECUTION AND PROGRESS
SECTION 10.00 – GENERAL CLAUSES FOR HIGHWAY ILLUMINATION & TRAFFIC SIGNAL PROJECTS
SECTION 12.00 - GENERAL CLAUSES FOR HIGHWAY SIGNING
ITEM #0202001A – EARTH EXCAVATION
ITEM #0507114A – OFFSET TYPE 'C' CATCH BASIN TOP
ITEM #0813021A – 6” GRANITE STONE CURBING
ITEM #0813031A - 6” GRANITE CURVE STONE CURBING
ITEM #0813455A – RADIAL GRANITE CURB DRIVEWAY RETRUN
ITEM #0921001A – CONCRETE SIDEWALK
ITEM #0921005A – CONCRETE SIDEWALK RAMP
ITEM #0921010A – MONOLITHIC CONCRETE CURB AND SIDEWALK
ITEM #0921013A – CONCRETE DRIVEWAY APRONS
ITEM #0921018A – BRICK PAVERS
ITEM #0921039A – DETECTABLE WARNING STRIP
ITEM #0944000A – FURNISHING AND PLACING TOPSOIL
ITEM #0945060A – PINE BARK MULCH

ITEM #0949164A – MALUS X SUTYZAM, SUGAR TYME CRABAPPLE

ITEM #0949181A – PRUNUS INCISA 'OKAME' OKAME CHERRY

ITEM #0949729A – CORNUS KOUSA, KOUSA DOGWOOD

ITEM #0949874A – LIQUIDAMBAR STYRACIFLUA 'MORAINÉ' – MORAINÉ AMERICAN SWEETGUM 2 ½"-3" CAL. HIGH.
BRANCHED B&B

ITEM #0947306A – INSTALL CLUSTER BOX UNIT

ITEM #0950005A – TURF ESTABLISHMENT

ITEM #0969060A – CONSTRUCTION FIELD OFFICE (SMALL)

ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC

ITEM #1003894A – ORNAMENTAL LIGHTING SYSTEM

ITEM #1206023A - REMOVAL AND RELOCATION OF EXISTING SIGNS

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

ITEM #1220003A – PUBLIC INFORMATION SIGNS

May 2021

BROOKFIELD STREETSCAPE PHASE III
Route 202 Federal Road

Town of Brookfield

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020 is hereby made part of this contract contained herein. The State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), May 14, 2010 edition or latest issue, is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Special Provisions relate in particular to Brookfield Streetscape Phase III, Route 202 Federal Road, Brookfield, Connecticut.

NOTICE TO CONTRACTOR - CONTRACT TIME AND LIQUIDATED DAMAGES

In order to minimize the hazard, cost and inconvenience to the traveling public, pollution of the environment and the detriment to the business area, it is necessary to limit the time of construction work, which interferes with traffic as specified in Article 1.08.04 of the Special Provisions.

For this contract, an assessment per day for liquidated damages, at a rate of One Thousand Dollars (\$1,000) per day shall be applied to each calendar day the work runs in excess of the One Hundred and Twenty (120) allowed calendar days for the contract.

NOTICE TO CONTRACTOR - CONTRACT DURATION

The Contractor is hereby notified that this is not to be considered an ordinary project by any means and that due to the inconvenience to the traveling public that it causes, extra manpower, equipment and work shifts may be required to complete the work in accordance within the specified contract time.

NOTICE TO CONTRACTOR – BEST MANAGEMENT PRACTICES

In constructing or maintaining the construction activities for this project, the Contractor shall employ Best Management Practices to control storm water discharges and erosion and sedimentation and prevent pollution. Such practices to be implemented by the Contractor at this construction site include, but not necessarily limited to the following:

1. Prohibiting dumping of any quantity of oil, chemicals or other deleterious material on the ground.
2. Immediately informing the DEEP's Oil and Chemical Spill Section at (860) 424-3338 and the Engineer of any adverse impact or hazard to the environment, including any discharges, spillage or loss of oil or petroleum or chemical liquids or solids, which occurs or is likely to occur as the direct or indirect result of the construction activities.
3. Separating staging areas at the site from regulated areas by silt fences or haybales at all times.
4. Prohibiting storage of any fuel and refueling of equipment within 25 feet from any wetland or watercourse.
5. Preventing pollution of wetlands and watercourses in accordance with the document "Connecticut Guidelines for Soil Erosion and Sediment Control" as revised. Said controls shall be inspected by the Contractor with the Engineer for deficiencies at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall correct any such deficiencies to the Engineer within forty-eight (48) hours of said deficiencies being found.
6. Stabilizing disturbed soils in a timely fashion to minimize erosion. If a grading operation at the construction site will be suspended for a period of thirty (30) or more consecutive days, the Contractor shall, within the first seven (7) days of that suspension period, accomplish seeding and mulching or take such other appropriate measures to stabilize the soil involved in such grading operation. Within seven (7) days after establishing final grade in any grading operation at the construction site the Contractor shall seed and mulch the soil involved in such grading operation or take such other appropriate measures to stabilize such soil until the final seeding and mulching can be accomplished.
7. Prohibiting the storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, and radioactive or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood. Any other material or equipment stored at the site below said elevation by the Contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the construction site

shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.

8. Immediately informing the Town and the Engineer of the occurrence of pollution or other environmental damage resulting from construction or maintenance of the authorized activity or any construction associated therewith in violation of the Inland Wetland and Watercourse Permit. The Town shall, no later than 48 hours after the Engineer learns of a violation of the Permit, report the same in writing to the Town of Brookfield Inland Wetland Commission Chairman. Such report shall contain the information that is outlined in the Permit. The Town of Brookfield Inland Wetland Commission Chairman shall inform DEEP's Inland Water Resources Division (IWRD) of the occurrence of pollution or other environmental damage resulting from construction or maintenance of the authorized activity or any construction associated therewith in violation of the Inland Wetland and Watercourse Permit.

There will be no direct payment for the above conditions but the cost shall be included in the general cost of the contract.

NOTICE TO CONTRACTOR – SITE CLEANLINESS

The Contractor is hereby notified that all areas utilized for construction activities including all onsite and offsite facilities shall be maintained so as to be free of rubbish, trash and deleterious construction debris at all times. The use of covered and secured trash receptacles is required. All receptacles will be regularly emptied and maintained.

There will be no direct payment for maintaining the site cleanliness of the construction areas under the contract.

**NOTICE TO CONTRACTOR – CONTRACTOR’S MAINTENANCE
RESPONSIBILITY DURING CONSTRUCTION DURATION**

The Contractor is hereby notified that the construction area will be maintained by the contractor throughout the duration of the project and will include all maintenance responsibilities with the exception of snow removal. There will be no payment for maintaining the construction area by the Contractor. The cost shall be included in the general cost of the project.

NOTICE TO CONTRACTOR – TOWN OF BROOKFIELD DISCLAIMER

Town of Brookfield Request for Proposals and other information and documents which are obtained through internet websites or other sources other than the Town of Brookfield or the Town of Brookfield's website are not to be construed to be official information for the purposes of proposals or conducting other business with the Town.

It is the responsibility of each Firm and all other interested parties to obtain all proposal related information and documents from the Town of Brookfield's website and/or official sources within the Town.

Persons and/or entities which reproduce and/or make such information available by any means are not authorized by the Town to do so and may be liable for claims resulting from the dissemination of unofficial, incomplete and/or inaccurate information.

NOTICE TO CONTRACTOR – NOISE POLLUTION

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

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

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

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

**NOTICE TO CONTRACTOR – SAFEGUARDING OF RESIDENCES
BUSINESS AND PEDESTRIANS**

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

NOTICE TO CONTRACTOR – CONSTRUCTION STAGING AREA

The Contractor shall submit for review and approval a plan and description for the proposed construction staging area. The plan and description shall be submitted to the Town of Brookfield Zoning Enforcement Officer and Inland Wetland Enforcement Officer within 7 calendar days after the Firm is awarded the contract.

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

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

- Times and days in which construction activities will use the staging area
- Estimated number of trips in and out of the staging area
- Date the staging area will become active
- Date the staging area will be removed and returned to original conditions

NOTICE TO CONTRACTOR - 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.

NOTICE TO CONTRACTOR - VEHICLE EMISSIONS

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

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

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

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

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

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

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

If any equipment is found to be in non-compliance with this specification, the contractor will be issued a Notice of Non-Compliance and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. If the contractor then does not comply, the Engineer shall withhold all payments for the work performed on any item(s) on which the non-conforming equipment was utilized for the time period in which the equipment was out of compliance.

Any costs associated with this “Vehicle Emissions” notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice.

NOTICE TO CONTRACTOR - EXISTING UTILITIES

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

It is understood that any references in the contract documents to AT&T is meant to refer to Frontier Communications. Existing utilities shall be maintained during construction. The Contractor shall verify the location of underground, structure mounted and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations.

The Contractor shall notify "Call Before You Dig", telephone: 811 or 1-800-922-4455 for the location of public utility underground facilities, in accordance with Section 16-345 of the Regulations of the Department of Public Utility Control.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from information shown on the plans or contained elsewhere in the specifications. There is anticipated utility pole relocation work on this project so coordination with specific utility companies will be essential.

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

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

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

Excavation of any type shall be accomplished in such a manner that underground utilities or structures are not damaged. It shall be the Contractor's sole responsibility for any damage incurred during excavation and paving operations. All costs related to the repair or damaged utilities shall be borne by the Contractor at no cost to the State or Town.

The Contractor is hereby advised that placement of heavy equipment and materials or the traversing of heavy equipment over underground utilities which might damage a utility shall be review and approved by the Engineer.

The work to repair or replace any damage caused by the Contractor's operations will be made solely at the Contractor's expense. The Contractor shall consider in his bid any inconvenience and work required for temporarily by-passing a utility along with the above noted conditions.

NOTICE TO CONTRACTOR – PRIVATE LIGHTS AND SIGNS

Existing private parking lot lights and private signs are located throughout the project on property that has been acquired for inclusion in the right-of-way. The Contractor shall carefully remove these lights and signs from the locations shown on the plans, store them as necessary, and deliver them to the property owner for his use. The Contractor shall coordinate with the property owner the location to place the removed sign or light. Payment to include under Item No. 1206023A. Removal and Relocation of Existing Signs.

The lights and signs will be examined in the presence of the engineer to document any pre-existing damage and the condition of the unit prior to removal. The unit shall be removed from any footings or foundations and placed on the adjacent property in a location that is acceptable to the owner, and that does not endanger, impede, or cause hazard to pedestrians, traffic or property. All electrical connections shall be removed in such a manner to allow the remaining portions of the lighting or electrical system to be safe and operable.

Care shall be taken to avoid damage to the units and to safeguard all parts from damage or loss. Removal shall include removal of existing concrete foundations in accordance with Section 2.02.03, and the foundations shall not be salvaged. The remaining hole shall be backfilled with clean fill material which shall be compacted, and the ground restored to a grade and condition compatible with the surrounding area. Removal of the lights shall include the luminaire, light housing, pole, arms all hardware, and internal wiring. Sign removal shall include all posts, braces, sign faces, decorative elements, electrical components, and hardware.

For signs that are serviced with power for internal and or external lighting, the work shall include the removal of conduit, wiring, junction boxes, brackets, dampers, grounding wire or other connections required to terminate the lighting operation and allow the remaining portions of the electrical system to be in a safe and operable condition.

NOTICE TO CONTRACTOR – BUY AMERICA

The Contractor is hereby advised that several items proposed for this project are subject to the Buy America requirements. Please refer to Section 1.06 of the standard specifications and FHWA's regulatory policy regarding Buy America (Title 23 C.F.R. 635.410 and 49 U.S.C. 5323(j)). The Contractor shall also be responsible for compliance by any subcontractor, lower tier subcontractor, or service provider.

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 – GLOBAL POSITIONING SYSTEM (GPS)
COORDINATES FOR SIGNS**

The Contractor shall obtain and provide to the Engineer sign installation data, including Global Positioning System (GPS) latitude and longitude coordinates, for all new State owned and maintained signs. The Engineer shall forward the sign data to the Division of Traffic Engineering for upload into the Highway Sign Inventory and Maintenance Management Program (SIMS). Sign data submissions or questions relating to SIMS or GPS shall be sent to DOT-SignInventory@ct.gov. Refer to the special provision for Section 12.00 General Clauses For Highway Signing.

NOTICE TO CONTRACTOR – UTILITY GENERATED WORK SCHEDULE

The attached project specific utility work schedules were provided by the utility companies regarding their identified work on this project.

The utility scheduling information is provided to assist the Contractor in scheduling its activities. However, the Department does not ensure its accuracy and Section 1.05.06 of the Standard Specifications still is in force.

The utility scheduling information shall be incorporated into the Contractor's pre-award schedule in accordance with the Department's Bidding and Award Manual and Section 1.05.08 of the Contract.

After award, the Contractor shall conduct a utility coordination meeting or meetings to obtain contemporaneous scheduling information from the utilities prior to submitting its baseline schedule to the Department in accordance with Section (1.05 – Scheduling and Reports) of Contract.

The Contractor shall incorporate the contemporaneous utility scheduling information into its baseline schedule submittal. The baseline schedule shall include contractor predecessor and successor activities to the utility work in such detail as acceptable to the Engineer.

NOTICE TO CONTRACTOR – ORNAMENTAL LIGHTING SYSTEM

The Contractor is responsible for verifying the design and location of the existing ornamental lighting system installed in the phase I and II streetscape project. The Contractor shall take all field measurements and test necessary to assure the design of the ornamental lighting system will be compatible with the existing system. The Contractor shall submit design plans for approval thirty (30) days prior to start of the ornamental lighting system work. This work will not be measured for payment.

**NOTICE TO CONTRACTOR –BROOKFIELD WATER POLLUTION
CONTROL AUTHORITY (WPCA)**

The contractor shall coordinate with Brookfield Water Pollution Control Authority (WPCA) prior to doing any sanitary work.

Roger Prinz
Maintenance Manager, BWPCA
203-648-0331
roger@brookfieldwpc.com

The contractor shall perform the work to the satisfactory of Brookfield WPCA.

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

SECTIONS 6.01 and M.03 MIX CLASSIFICATION EQUIVALENCY

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

Concrete Mix Classification Equivalency Table

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

Table Notes:

1. See Table M.03.02-1, Standard Portland Cement Concrete Mixes, for the new Mix Classification naming convention.
2. Class PCC04462 (formerly Class "HP1" Concrete; also called low permeability concrete) is to be used for the following cast-in-place bridge components: decks, bridge sidewalks, and bridge parapets.

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

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

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

NOTICE TO CONTRACTOR – MINIMUM CONCRETE COMPRESSIVE STRENGTH

The concrete strength or allowable design stress specified in the General Notes is for design purposes only. The minimum compressive strength of concrete in constructed components shall comply with the requirements of Section 6.01 Concrete for Structures.

SECTION 1.05 - CONTROL OF THE WORK

Article 1.05.02 - Plans, Working Drawings and Shop Drawings
is supplemented as follows:

Sub article 1.05.02 - (2) is supplemented by the following:

Traffic Signal Items:

When required by the contract documents or when ordered by the Engineer, The Contractor shall prepare and submit product data sheets and/or shop drawings for all traffic signal items, to the Town or consultant for review before fabrication. The packaged set of product data sheets, and/or shop drawings shall be submitted either in paper (hard copy) form or in an electronic portable document format (.pdf). The package submitted in paper form shall include one (1) set. Product data sheets shall be printed on ANSI A (8 ½" x 11"; 216 mm x 279mm; letter) sheets. Working drawings and shop drawings shall be printed on ANSI B (11" x 17"; 279 mm x 432 mm; ledger/tabloid) sheets.

Please send the documents via mail to:

Yuyang Lin, PE, PTOE
36 John Street, Hartford, CT, 06106
ylin@freemancos.com
Phone: 860-251-9550

The packaged set submitted in an electronic portable document format (.pdf) shall be in an individual file with appropriate bookmarks for each item. The electronic files for product data sheets shall be created on ANSI A (8 ½" x 11"; 216 mm x 279mm; letter) sheets. Working drawings and shop drawings shall be created on ANSI B (11" x 17"; 279 mm x 432 mm; ledger/tabloid) sheets.

Please send the pdf documents via email to:

Town/consultant email
DOT.TrafficElectrical@ct.gov

SECTION 1.07 – LEGAL RELATIONS AND RESPONSIBILITIES

Article 1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities 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 on this project involving their utilities:

TOWN OF BROOKFIELD FIRE MARSHALL

Mr. Jason DeSousa
Fire Marshall
100 Pocono Rd
Brookfield, CT 06804

BROOKFIELD WATER POLLUTION CONTROL AUTHORITY

Mr. Roger Prinz
Maintenance Manager, BWPCA
53 Commerce Road
Brookfield, CT 06804-5106
PHONE: (203) 648-0331
E-MAIL: roger@brookfieldwpca.com

TOWN OF BROOKFIELD PUBLIC WORK

Mr. Ralph Tedesco, P.E.
Fire Marshall
100 Pocono Rd
Brookfield, CT 06804
PHONE: (203) 775-7318

THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY DBA FRONTIER COMMUNICATIONS OF CONNECTICUT

Ms. Lynne DeLucia,
Engineering
1441 North Colony Road
Meriden, CT 06450-4101
PHONE: (203) 238-5000 EXT: Mobile:860-967-4389
E-MAIL: Lynne.m.anastasio@ftr.com

LIGHTOWER 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

Mr. Thomas Woronik,
Supervisor - Construction Engineering
22 East High Street
East Hampton, CT 06424
PHONE: (860) 267-3891 EXT: Mobile:
E-MAIL: Thomas.Woronik@eversource.com

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC DBA CHARTER
COMMUNICATIONS OF WESTERN CONN.

Mr. Keith Cournoyer,
Construction Supervisor
207 Tuckie Road
North Windham, CT 06256
PHONE: (860) 456-8346 EXT: 53029 Mobile:
E-MAIL: Keith.Cournoyer@charter.com

YANKEE GAS SERVICES COMPANY DBA EVERSOURCE ENERGY - GAS
DISTRIBUTION

Mr. Thomas Costa,
Manager Gas Project Engineering
157 Cordaville Rd
Southborough, MA 01772
PHONE: (508) 305-7027 EXT: Mobile:
339-222-0730
E-MAIL: Thomas.costa@eversource.com
Record Drawings
Request:numaprequest@eversource.com

The following Department representative shall be contacted by the Contractor to coordinate an inspection of the service entrance into the controller/flasher cabinet for controllers within the State right-of-way, when ready for inspection, release, and connection of electrical service. The local Building Department shall be contacted for electrical service inspections for controllers located on Town roads located within the respective municipality.

Mr. Michael LeBlanc
Property & Facilities

Department of Transportation
Newington, CT 06111
860-594-2238
e-mail: Michael.LeBlanc@ct.gov

Please provide the electrical service request number provided by the power company. This is a Work Request (WR) Number provided by Eversource (formerly Northeast Utilities [CL&P]) or a Work Order Number provided by United Illuminating (UI). For State-owned traffic signals in CL&P territory, contact the Department's Traffic Electrical Unit to obtain the WR Number. For State-owned traffic signals in UI territory, contact the Department's Traffic Electrical Unit to obtain a Request for Metered Service to provide to UI to obtain the Work Order Number. The street address is required for release to local power companies (Groton Utilities or Wallingford Electric).

SECTION 1.08 - PROSECUTION AND PROGRESS

Article 1.08.03 - Prosecution of Work:

The Contractor shall notify the project engineer on construction projects, or the district permit agent on permit jobs, when all traffic signal related work is completed. The project engineer or district permit agent will notify the Town and the Division of Traffic Engineering to coordinate a field inspection of the work. Refer to Section 10.00 – General Clauses for Highway Illumination and Traffic Signal Projects, Article 10.00.10 and corresponding special provision.

Article 1.08.04 - Limitation of Operations:

Add the following:

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

Sundays and on the following Legal Holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Also, any other day between the hours of 4:00 p.m. and 7:00 a.m.

Weekend Work

The Contractor will be allowed to perform work between the hours of 7:00 a.m. and 12:00 p.m. on Saturday. No Sunday works.

All Project Roadways

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

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

Additional Lane Closure Restrictions

It is anticipated that work on adjacent roadways will be ongoing simultaneously with this project. The Contractor shall be aware of those projects and anticipate that coordination will be required to maintain proper traffic flow at all times on all project roadways, in a manner consistent with these specifications and acceptable to the Engineer.

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

Article 1.08.07 – Determination of Contract Time:

Add the following:

For this contract, the number of Calendar Days allowed for the completion of the project shall be 120 calendar days.

SECTION 10.00 - GENERAL CLAUSES FOR HIGHWAY ILLUMINATION AND TRAFFIC SIGNAL PROJECTS

Article 10.00.03 – Plans:

In the first paragraph, replace the 2nd, 3rd, and 4th sentences with the following:

The Contractor shall digitally mark, in red, any changes on the plan(s) using a pdf program.

The Contractor shall submit the digital pdf file(s) to the Engineer and to DOT.TrafficElectrical@ct.gov, for Traffic Signals, prior to requesting the Functional Inspection.

Also prior to requesting the Functional Inspection, the Contractor shall deliver to the Engineer the following:

In the first paragraph, last sentence, in item no. 1, replace “Four (4)” with “Digital PDF Files and Five (5)” [paper prints of schematics and wiring diagrams...].

Article 10.00.10 Section 3. Functional Inspection, first paragraph after the 2nd sentence: Add the following:

The Contractor shall have a bucket truck with crew on site during the Functional Inspection to make any necessary aerial signal adjustments as directed by the Engineer.

Article 10.00.12 - Negotiations with utility company: Add the following:

The Contractor shall give notice to utility companies a minimum of 30 days prior to required work or services to the utility company. Refer to Section 1.07 – Legal Relations and Responsibilities for the list of utility companies and representatives the contractor shall use.

The Contractor shall perform all work in conformance with Rules and Regulations of Public Utility Regulatory Authority (PURA) concerning Traffic Signals attached to Public Service Company Poles. The Contractor is cautioned that there may be energized wires in the vicinity of the specified installations. In addition to ensuring compliance with NESC and OSHA regulations, the Contractor and/or its Sub-Contractors shall coordinate with the appropriate utility company for securing/protecting the site during the installation of traffic signal mast arms, span poles or illumination poles.

When a span is attached to a utility pole, the Contractor shall ensure the anchor is in line with the proposed traffic signal span wire. More than 5 degree deviation will lower the holding strength and is not allowed. The Contractor shall provide any necessary assistance required by the utility company, and ensure the anchor and guy have been installed and properly tensioned prior to attaching the span wire to the utility pole.

SECTION 12.00 – GENERAL CLAUSES FOR HIGHWAY SIGNING

Description:

Work under this item shall conform to the requirements of Section 12.00 supplemented as follows:

12.00.07 – Global Positioning System (GPS) coordinates for signs:

The Contractor shall obtain and provide to the Engineer sign installation data, including Global Positioning System (GPS) latitude and longitude coordinates, for all new permanent State owned and maintained signs (temporary and construction signs are not to be included) installed in the project. The Engineer shall forward the sign data to the Division of Traffic Engineering for upload into the Highway Sign Inventory and Maintenance Management Program (SIMS). Sign data submissions or questions relating to SIMS or GPS shall be sent to DOT-SignInventory@ct.gov.

The horizontal datum is to be set to the State Plane Coordinate System, North American Datum of 1983 (NAD83) in feet. The minimum tolerance must be within 10 feet. The format of the GPS information shall be provided in a Microsoft Office compatible spreadsheet (Excel) file with data for each sign. The record for each sign installed is to be compatible with the anticipated CTDOT Sign Inventory and Management System (CTSIMS). The following format shall be used. However, the data fields noted by “#” are not required for the project submission. These entries will be completed as part of the Traffic Engineering CTSIMS data upload.

The cost of this work shall be included in the cost of the respective sign face – sheet aluminum and sign face – extruded aluminum items. The receipt of this electronic database must be received and accepted by the Engineer prior to final payment for items involving permanent highway signing. The electronic database information shall detail information regarding the sign actually installed by the project.

<u>Field Number</u>	<u>Type</u>	<u>size</u>	<u>Description</u>
1	text	20	Record Number (starting at 1...)
2	text	20	Sign Catalog Number
# 3	text	10	Size Height
# 4	text	10	Size Width
5	text	25	Legend
# 6	text	10	Background Color
# 7	text	10	Copy Color
8	Link	25	Material (see acceptable categories)
9	text	30	Comments if any
# 10	text	20	MUTCD Type
11	text	15	Town

	12	text	5	Route
	13	text	5	Route direction
#	14	text	10	Highway Log Mileage
	15	text	15	Latitude
	16	text	15	Longitude
	17	text	25	Mounting Type
	18	text	25	Reflective Sheeting Type
	19	date	25	Date Installed
	20	text	10	Number of Posts
	21	text	255	Sheeting Manufacturer name and address
	22	text	15	State Project Number (or)
	23	text	15	Encroachment Permit number.
	24	Graphic	*	Sign Picture Graphic.

* Graphics provided shall be representative of the sign supplied and be in color. Graphic formats shall be either JPG or TIFF and provided with a recommended pixel density of 800 x 600. The graphic shall be inserted in the supplied media in field 24 for each sign.

ITEM #0202001 – EARTH EXCAVATION

Work under this item shall conform to the requirements of Section 2.02, amended as follows:

Article 2.02.01 – Description:

Add the following:

The work shall include the removal of sidewalk as show on the plans or as ordered by the Engineer and shall include Concrete Sidewalk, Bituminous Concrete Sidewalk and sidewalk ramps. Cutting concrete sidewalk at the limits shown if needed shall also be included in the work for Earth Excavation.

Article 2.02.05 – Basis of Payment:

Add the following:

All cost per cubic yard shall include the excavation and disposal of concrete and bituminous concrete sidewalk and ramps which price shall include all materials, equipment, tools, and labor incidental thereto.

Pay Item

Earth Excavation

Pay Unit

CY

**ITEM #0507114A – OFFSET TYPE “C” CATCH BASIN TOP
(COMPLETE)**

All of the provisions of Section 5.86 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Article 5.86.01 - Description: Add the following:

This item shall include furnishing and installing a new catch basin top, including frame and grate, of the type specified on the plans, including rebuilding existing catch basins with block and mortar and all other required materials, and setting the new top to finished grade at the locations and to the dimensions and details shown on the plans or as ordered by the Engineer.

Article 5.86.04 – Method of Measurement: Add the following:

Catch basin tops will be measured for payment per each top installed complete, including sawcutting excavation, removal and replacement of pavement, pervious material, backfill, block, mortar, all necessary modifications to the catch basin walls, and setting the top to finished grade.

Article 5.86.05 – Basis of Payment: Add the following:

The cost for this work shall be paid for at the contract unit price per each " Offset Type “C” Catch Basin Top", complete in place, which price shall include the new catch basin top, frame and grate, sawcutting, excavation, temporary or permanent pavement repair, pervious material, backfill, block, mortar, all modifications to existing catch basin walls, setting the new top to finished grade, and all materials, equipment, tools and labor incidental thereto.

<u>Description</u>	<u>Pay Unit</u>
Offset Type “C” Catch Basin Top	EA

ITEM #0813021A – 6” GRANITE STONE CURBING

ITEM #0813031A – 6” GRANITE CURVE STONE CURBING

ITEM #0813455A – RADIAL GRANITE CURB DRIVEWAY RETURN

Work under this item shall conform to the requirements of Section 8.13 of the Standard Specifications, Form 818, amended as follows:

8.13.02 - Materials: *Add the following:*

Acceptable Radial Granite Curb Driveway return shall be by Fletcher Granite Co., Chelmsford Grey, Driveway Corner-3'R or approved equal.

8.13.03 - Construction Methods: *Add the following:*

The finish product shall include ¼” Bevel & Thermalize Top. Radial granite curb driveway return shall be installed at 3' radius driveway returns as called out on the plan. Refer to details on MDS-2.

All work shall proceed as directed by and to the satisfaction of the Engineer.

8.13.04 – Methods of Measurement: *Add the following:*

Radial Granite Curb Driveway Return will be measured for payment per each.

8.13.05 – Basis of Payment: *Add the following:*

Radial Granite Curb Driveway Return will be paid for at the contract unit price per actual number (ea.) completed and accepted in place, which price shall include all materials, equipment, tools and labor incidental thereto, and all excavation, backfilling, disposal of surplus material and all openings.

Pay Item

Pay Unit

Radial Granite Curb Driveway Return

EA

ITEM #0813021A
ITEM #0813031A
ITEM #0813455A

ITEM #0921001A CONCRETE SIDEWALK

ITEM #0921005A CONCRETE SIDEWALK RAMP

ITEM #0921013A – CONCRETE DRIVEWAY APRON

9.21.01—Description: This item shall consist of concrete sidewalks and ramps constructed on a gravel or reclaimed miscellaneous aggregate base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications. Cutting of existing concrete sidewalk for the installation of new concrete sidewalk or concrete ramps shall be included in the respective items.

9.21.02—Materials: Materials for this work shall conform to the requirements of Article M.03 for Portland Cement Concrete.

Gravel or reclaimed miscellaneous aggregate for base shall conform to Article M.02.01 for granular fill.

Metal Edging shall be placed in areas where the brick border is adjacent to the grass buffer strip. The edging shall be ¼” with a black finish, anchored with 18” landscape spikes.

9.21.03—Construction Methods:

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

When connecting new concrete sidewalk to a section of existing concrete sidewalk, the connection point shall be at the nearest joint in the existing sidewalk.

The Contractor shall establish the limits required to achieve grades for each ramp prior to removal of existing sidewalk and ramps. The Contractor shall document and notify the Engineer of any control points that may conflict with the design grades or configuration of ramps shown on the plans. Control points can be but are not limited to ROW, utility poles, drainage structures, buildings, fences, walls or other features found near the proposed ramp. When control points are encountered within the limits of the ramp, the Engineer will determine if an alternative ramp type is required or the ramp is to be constructed as shown on the plans.

2. Gravel or Reclaimed Miscellaneous Aggregate Base: The gravel or reclaimed miscellaneous aggregate base shall be placed in layers not over 6 inches in depth and to such a depth that after compaction it shall be at the specified depth below the finished grade of the walk. The base shall be wetted and rolled or tamped after the spreading of each layer.

3. Forms: Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. If made of wood, they shall be of 2-inch

surfaced plank except that at sharp curves thinner material may be used. If made of metal, they shall be of an approved section and have a flat surface on the top. Forms shall be of a depth equal to the depth of the sidewalk. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before concrete is placed against them. Sheet metal templates 1/8 inch in thickness, of the full depth and width of the walk, shall be spaced at intervals of 12 feet or as directed. If the concrete is placed in alternate sections, these templates shall remain in place until concrete has been placed on both sides of the template. As soon as the concrete has obtained its initial set, the templates shall be removed.

4. Concrete: The concrete shall be proportioned, mixed, placed, etc., in accordance with the provisions of Section 6.01 for Concrete for Structures. Concrete shall be cured in accordance with the provisions of Article 4.01.03 for Concrete Pavement.

5. Finishing: The surface of the concrete shall be finished with a wood float or by other approved means. The outside edges of the slab and all joints shall be edged with a 1/4-inch radius edging tool. Each slab shall be divided into two or more sections by forming dummy joints with a jointing tool as directed.

6. Backfilling and Removal of Surplus Material: The sides of the sidewalk shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer.

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

1. Concrete Sidewalk or Sidewalk Ramp: This work will be measured by the actual number of square feet of completed and accepted concrete sidewalk or ramp.

2. Excavation: Excavation below the finished grade of the sidewalk or ramp, backfilling, and disposal of surplus material will not be measured for payment, but the cost shall be included in the price bid for the sidewalk or ramp. Excavation above the finished grade of the sidewalk or ramp will be measured and paid for in accordance with Section 2.02

3. Gravel or Reclaimed Miscellaneous Aggregate Base: This work will not be measured for payment, but the cost shall be considered as included in the price bid for the sidewalk or ramp.

4. Construction Staking: The establishment of control points and limits of grading will be measured in accordance with the item Construction Staking.

5. Cut Concrete Sidewalk: This work shall not be measured but shall be included in the measurement for concrete sidewalk or concrete ramp.

9.21.05—Basis of Payment: Construction of a concrete sidewalk or ramp will be paid for at the contract unit price per square foot for "Concrete Sidewalk," or "Concrete Sidewalk Ramp" complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, curb removal and any monolithic or separately cast sidewalk curb when required for the sidewalk ramp as shown on the plans, gravel or reclaimed miscellaneous aggregate base, equipment, tools, materials and labor incidental thereto.

Cut Concrete Sidewalk shall not be paid separately but shall be paid in the item - concrete sidewalk or concrete ramp.

The establishment of control points and limits of grading will be paid for in accordance with the item Construction Staking.

Measurement for this item will be based on the number of square feet of Concrete Driveway Apron that is completed and accepted.

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Sidewalk	SF
Concrete Sidewalk Ramp	SF
Concrete Driveway Apron	SF

ITEM #0921010A – MONOLITHIC CONCRETE CURB AND SIDEWALK

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

9.21.01- Description: Add the following:

The item shall include furnishing and applying water and salt repellent sealer to the surface of the finished concrete sidewalk.

Monolithic concrete curb and sidewalk shall consist of monolithic concrete curb and sidewalk constructed on a gravel or reclaimed miscellaneous aggregate base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications.

9.21.02-Materials: Add the following:

Acceptable Manufacture(s):

1. Consolideck® Saltguard® WB by Prosoco
www.prosoco.com 1-800-255-4255
2. Powerseal 40 water repellent sealer by Vexcon
www.vexcon.com 1-888-839-2661
or approved equal

9.21.03-Construction Methods: Add the following:

Water and salt repellent shall be installed per the manufacturer's recommendation and installation instructions.

9.21.01- Method of Measurement: Add the following:

Water and salt repellent will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the unit price for Monolithic Concrete Curb and Sidewalk.

Monolithic Concrete Curb and Sidewalk: This work will be measured by the actual number of square feet of completed and accepted monolithic concrete curb and sidewalk.

9.21.05- Method of Measurement: Add the following:

Water and salt repellent will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the unit price for Monolithic Concrete Curb and Sidewalk.

Pay Item

Monolithic Concrete Curb and Sidewalk

Pay Unit

SF

ITEM #0921018A – BRICK PAVERS

Description:

This item shall consist of furnishing and installing brick pavers on a processed aggregate base to the dimensions and details as shown on the plans and in accordance with these specifications.

Materials:

No expansion joint is required. The brick is proposed to be placed on sand setting bed with joint filler sand.

Acceptable Manufacture(s):

Processed Aggregate Base: Materials for this surface shall conform to the requirements of Subarticles M.05.01-1, M.05.01-2, and M.05.01-3.

Brick Pavers: Acceptable brick paver shall be manufactured by the following:

1. Pine Hall 2 ¼” x4” x8” English Edge F/R Pavers or
2701 Shorefair Drive, P.O. Box 11044 Winston-Salem, NC 27116

Joint Filler Sand: Acceptable polymeric joint filler sand shall be manufactured by the following or approved equal. The color shall match what was installed in the phase 1 project.

1. Silpro Silpro Paver Sand Polymeric Joint Sand
2 New England Way Ayer, MA, 01432-1514
2. The Quikrete Companies Atlanta, Georgia 30305 www.quikrete.com
3. Sakrete of North America Charlotte, North Carolina www.Sakrete.com

Construction Methods:

The Contractor shall receive approval on the brick paver prior to the installation. The pavers will be free from excessive chips, cracks, voids, discoloration or other defects that might be visible or cause staining in finished work. The brick pavers will be mixed from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures. The brick pavers will be cut with motor-driven masonry saw equipment to provide clean, sharp, un-chipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable

1 – Excavation: Excavation shall be made to required depths below finish grade, as shown necessary to achieve the desired surface drainage for the finish surface. The Contractor shall be careful of the adjacent concrete sidewalks, building and bituminous concrete driveway and curbing. Any damage caused to the surrounding features will be replaced at the Contractor's expense.

2 – Base Course: The Processed Aggregate Base for the base course shall be uniformly spread upon the compacted subgrade to the required depth and thoroughly compacted.

3 – Brick Pavers: The brick pavers shall be set to the line and grade to achieve the desired finished surface drainage using the running bond pattern. The brick pavers shall be installed hand tight with a maximum joint not to exceed 1/8". After the brick pavers have been completely laid, sweep joint sand into the joints until full. Lightly fog with water and continue to fill with sand until no further settlement occurs. The brick will be confined with curb and sidewalk throughout the project. No edge restraints are required.

Method of Measurement

1 – Brick Pavers: This work will be measured by the actual numbers of square foot of brick pavers completed and accepted.

2 – Excavation: All excavation required for the installation of the brick pavers to the lines and grades directed by the plans or as directed by the Engineer, will not be measured for payment. The disposal of surplus material will not be measured for payment, but the cost shall be included in the price bid for the brick pavers.

3 – Processed Aggregate Base: This work will not be measured for payment but the cost thereof shall be included in the price bid for the brick pavers.

Basis of Payment:

This work will be paid for at the contract unit price per square foot for "Brick Pavers" complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, processed aggregate base, joint sand, edge restraints, and all equipment, tools, labor and materials incidental thereto.

Pay Item

Brick Pavers

Pay Unit

SF

ITEM #0921039A – DETECTABLE WARNING STRIP

9.21.02—Materials:

Detectable warning strips shall be a prefabricated detectable warning tile chosen from the Department's Qualified Products List for retrofit and/or cast in place applications. Metal Edging shall be placed in areas where the brick border is adjacent to the grass buffer strip. The edging shall be ¼" with a black finish, anchored with 18" landscape spikes.

9.21.03—Construction Methods:

The detectable warning strip for new construction shall be set directly in poured concrete and each tile shall be weighted down to prevent the tile from floating after placement in wet concrete in accordance with curing procedures. Install detectable warning strip, according to the plans and the Manufacturer's specifications, or as directed by the Engineer.

The detectable warning strip for retrofit construction shall be installed according to the plans in the direction of pedestrian route and contained wholly within painted crosswalk when present. Its installation shall conform to all Manufactures requirements.

9.21.04—Method of Measurement:

For new construction (cast in place), the detectable warning strip will be measured for payment by the actual number of each ramp where a detectable warning strip has been installed and accepted regardless of the number of tiles installed.

For retrofit construction (surface applied), the detectable warning strip will be measured for payment by the actual number of each ramp where a detectable warning strip has been installed and accepted regardless of the number of tiles installed.

9.21.05—Basis of Payment:

A new detectable warning strip will be paid for at the contract unit price for each ramp where the detectable warning strip has been installed complete in place. This price shall include all tiles, materials, equipment, tools and labor incidental thereto.

Retrofitting the existing concrete sidewalk with a detectable warning strip will be paid for at the contract unit price for each ramp where the retrofit detectable warning strip has been installed complete in place. This price will include all tiles, saw cutting concrete, adhesive, drilling holes for fasteners, materials, equipment, tools and labor incidental there to.

Pay Item

Detectable Warning Strip

Pay Unit

EA

ITEM #0944000A – FURNISHING AND PLACING TOPSOIL

Work under this item shall conform to the requirements of Section 9.44, amended as follows:

Article 9.44.02 - Materials

Add the following at the end of the sentence:

“except that the topsoil shall contain no rocks or stones over 1/2 inch in diameter.”

<u>Pay Item</u>	<u>Pay Unit</u>
Furnishing and Placing Topsoil	SY

ITEM #0945060A – PINE BARK MULCH

ITEM #0949164A – MALUS X SUTYZAM, SUGAR TYME CRABAPPLE

ITEM #0949181A – PRUNUS INCISA ‘OKAME’ OKAME CHERRY

ITEM #0949729A – CORNUS KOUSA, KOUSA DOGWOOD

**ITEM #0949874A – LIQUIDAMBAR STYRACIFLUA ‘MORAINÉ’ –
MORAINÉ AMERICAN SWEETGUM 2 ½”-3” CAL. HIGH BRANCHED
B&B**

9.49.01 Description:

The work under this item shall consist of furnishing, planting, staking, and mulching trees – Syringa reticulata ‘Ivory Silk’ Ivory Silk Japanese Tree Lilac, Liquidambar styraciflua ,’Moraine’, Moraine Sweetgum, and Gleditsia triacanthos inermis ‘Shade Master’ Shade Master Thornless Honeylocust, perennials –Pennisetum alopecuroides 'Hameln' Hameln Dwarf Fountain Grass and Perovskia atriplicifolia ‘Little Spire’ Little Spire Russian Sage indicated on the plans. It shall also include all incidental operations, such as the care of the plant material and the replacement of dead or unsatisfactory materials before final acceptance of the contract.

9.49.02 Materials:

Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

Topsoil: A mineral soil taken from the A Horizon of a well-drained site and having a USDA soil texture classification of a Clay Loam or Loam. ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch (25 mm) or larger in any dimension and other extraneous materials harmful to plant growth.

Planting Soil: Native, imported or manufactured soil modified to become topsoil; mixed with soil amendments.

Soil shall be loose and friable, free from refuse, stumps, roots, brush, weeds, rocks and stones 1" in overall dimensions.

Soil Test Analysis: Submit certified soil physical and chemical test analysis for planting soil by approved, independent testing agencies stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of planting soil. Make submittals at least three (3) weeks prior to delivery of material to site.

The acceptable textural classes for planting soil shall be:

- * Loamy Sand, with not more than 80% sand
- * Sandy Loam
- * Loam
- * Silt Loam, with not more than 60% silt
- * Clay Loam, with not more than 30% clay
- * Sandy Clay Loam, with not more than 30% clay

Fertilizer shall be commercial grade as recommended by soil test report.

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

All plants shall be nursery-grown, first-class representatives of their normal species or varieties. They shall have well-furnished branch systems together with vigorous fibrous root systems. Plant List: Investigate sources of supply prior to submitting bid. Confirm that size, variety and quantity of plant material specified on Plant List can be supplied. Failure to take this precaution will not relieve the successful bidder from his responsibility for furnishing and installing all plant material in strict accordance with the Contract requirements and without additional expense to the Owner.

Substitutions will not be permitted unless substantiated written proof is supplied that a specified plant is not obtainable. In this situation a proposal to use the nearest equivalent size or variety with an equitable adjustment of Contract Price will be considered.

Plant material sources: Submit proposed sources for all plant material within 30 days of award of contract. Provide name and location of nursery, contract person, and telephone number.

Nursery-grown trees shall conform to the requirements as specified in the current edition of "U.S. American Standards for Nursery Stock."

All plants shall be subject to inspection and approval by a ConnDOT Landscaping Department representative, Engineer, and the Contractor shall be represented during the inspection.

All trees shall be high branched, having a 5 foot minimum branching height.

9.49.03 Construction Methods:

Schedule and Work Plan: Submit detailed schedule and Work plan, indicating start and finish dates of planting activities, including layout, soil preparation, delivery of plant material from nursery sources, excavation, and installation. If planting work is being installed in phases, submit plan with definable areas outlined and keyed, and provide schedule for planting work within each area.

Planting Season: Unless otherwise specified or directed by the Engineer, the planting seasons shall be those indicated below. No planting shall be done in frozen ground or when snow covers the ground, or the soil is otherwise in an unsuitable condition for planting.

Deciduous Material Planting Seasons

Spring: March 1 - May 15 (inclusive)
Fall: October 15 to Ground Freezes

Evergreen Material Planting Seasons

Spring: March 1 – June 1 (inclusive)
Fall: August 15 - October 1st (inclusive)

Locations: Plants shall be planted in locations as shown on the plans or as directed by the Engineer. The Contractor shall properly locate trees to carry out the intent of the plans. Trees near street intersections shall be planted no less than 25' from any street corner for safety in sight at cross streets. In the event that rock or underground construction work or other obstructions are encountered in any planting pit, the Engineer shall be notified immediately, and the plant not planted until special instructions are given, or alternative locations are selected.

Digging, Handling and Protection: Plants shall be handled at all times in accordance with the best horticultural practices, so the roots or balls are adequately protected from sun and drying winds. Balled and burlapped plants shall be dug with firm, natural balls of soil of a sufficient diameter to encompass fibrous and feeding roots. The depth of the planting pit shall be coordinated with the height of the root ball in the field and adjusted accordingly. The soil below the ball must be well compacted to avoid settling.

Preparation for Planting: Pits - Reasonable care shall be exercised to have pits dug and prepared prior to moving trees to their respective locations for planting to ensure that they will not be unnecessarily exposed to drying elements or physical damage.

Pit preparation shall include the excavation to the required depth, removal and disposal of existing unsuitable material and the furnishing of planting soil and peat backfill mixture.

Diameter: Diameter of pits for trees shall be as indicated on the plans and details. The depth of pits for trees shall be enough to accommodate the ball when the tree is set to finished grade allowing for 12" of compacted soil in the bottom of tree's pits.

Soil Preparation: Soil used in the pits shall be planting soil as herein before specified, thoroughly mixed equally with a mixture of five parts of peat humus and one part of fertilizer (5-10-5) to twenty parts of acceptable planting soil.

Tree Staple Staking: Install in accordance with manufacturer's recommended installation instructions for project conditions and the following.

Leaving burlap intact, heel the plant's root ball into place.

Remove plastic safety caps from tree staples.

Set each tree staple opposite the other and against the outside edge of the root ball. The shorter prong shall be positioned over the root ball, halfway between the trunk and the ball's outer edge.

Drive each tree staple into the ground until the cross bar is recessed one to two inches below the surface of the root ball. Alternate between hitting either of the prongs to ensure that the tree staples are completely below-grade.

Place safety caps on exposed ends.

Cut back burlap, leaving material under cross bars.

Fill and finish planting using best practices.

When balled and burlapped trees are set, planting soil mixture shall be compacted and watered to fill all voids. All burlap, ropes or wires shall be rolled down one-third of the way from the top of the ball. A shallow basin slightly larger than pit shall be formed to contain water. Backfill for the planting pits shall be with approved planting soil mixture, up to the surrounding elevations.

Pruning - All dead wood, sucker branches, and all broken or badly bruised branches shall be removed with a clean cut. Perform pruning with clean, sharp tools. If other pruning is required and approved by engineer, perform in accordance with American Association of Nurseryman Standards to preserve the nature and character of the plant.

Mulching -All trees shall be mulched with a 3" layer of pine bark mulch within two days of planting. This mulch shall entirely cover the area of the planting pit.

Water - Water used in this work will be clean, pure water furnished by the Owner. Hoses, connections, and other watering equipment required for the work shall also be furnished by the Contractor.

Maintenance: Submit full and complete written program for maintenance of the planting including detailed watering program specific to plant type requirements. Maintenance shall begin immediately after each plant is planted and shall continue for two (2) years after initial acceptance. The two year period does not begin until all plant materials stipulated in the contract have been planted. When the plant establishment period begins at the end of the spring planting season, an inspection to determine the acceptability of plant establishment will be held by the Contractor and the Engineer no later than November 1st in the following year. When the plant establishment period begins at the end of the fall planting season, an inspection to determine the acceptability of plant establishment will be held by the Contractor and the Engineer by August 1st of the second year. All plants shall be watered (a minimum of once per week from April 1st to October 1st or as necessary to keep the plant materials in their best condition-applied slowly to penetrate the entire root zone), remulched, weeded, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected until two year final acceptance. Ornamental grasses shall be cut to 4" above the crown of the plant using a sickle or a hedge trimmer in late February or March. Settled plants shall be re-set to proper grade and position, planting saucer restored, and dead material removed. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit. Upon completion of

planting and prior to initial acceptance, the Contractor shall remove any excess soil and debris from the site and repair any damage to structures, etc., resulting from the planting operation. Dangerous conditions shall be repaired immediately.

Any damage to lawn areas, sidewalks or pavement as the result of planting operations shall be repaired by the Contractor at no additional cost to the Town or State and to the satisfaction of the Engineer.

All replacements shall be plants of the same kind and size as specified in the plant list. They shall be furnished and planted as specified under Planting Operations. The cost shall be replacement resulting from removal, loss, or damage due to vandalism.

Warranty: All plants shall be warranted by the Contractor to be true to name and size, and in vigorous growing conditions and shall be warranted by the Contractor for two (2) years after all plant material is installed.

During the warranty period, the Contractor shall replace, in accordance with the contract, any plants that are dead, or in the opinion of the Engineer or representative, in an unhealthy or unsightly condition due to dead branches, excessive pruning, or other causes at no additional cost to the Town or State.

Replacement shall be made as soon as weather or season conditions permit as directed by the Engineer. The Contractor's responsibility for replacing plants shall end with final acceptance by the Town. Cost is considered to be included in the Bid and Contract price. Guarantee all replaced material for a period of 2 years from date of replacement.

9.49.04 Method of Measurement:

1. Planting-The quantity of which payment will be made is the number of each size and kind of plant counted in place, planted, and accepted.
2. Mulching- This work will be measured for payment by the number of square yards surface measurement of the specified thickness for the area on which pine bark mulch has been completed and accepted.

9.49.05 Basis of Payment:

Payment for this work will be made at the contract unit price each for the kind and size of tree, shrub, and perennial completed and accepted in place. The unit price shall include all excavation and preparation, tree staples, planting soil to the depths indicated on the details, mulching, watering, and maintenance as well as any other materials, equipment, tools, labor, transportation, operations, and all work incidentals thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Pine Bark Mulch	S.Y.
Malus X Sutyzam, Sugar Tyme Crabapple	EA
Prunus Incisa 'Okame' Okame Cherry	EA

ITEM #0945060A, ITEM #0949164A, ITEM #0949181A, ITEM #0949729A, ITEM #0949874A,

Cornus Kousa, Kousa Dogwood

EA

Liquidambar Styraciflua 'Moraine' - Moraine Amer. Sweetgum

EA

ITEM #0947306A – INSTALL CLUSTER BOX UNITS (CBU’S)

Description:

This item shall consist of installing Cluster Box Units and constructing a Concrete Pad at the location shown on the plans or as ordered and in conformance with the plans and these specifications. The CBU will be furnished by the Town of Brookfield.

Required Submittals:

None

Materials:

Concrete:

Provide concrete for foundation conforming to the requirements of Section 6.01 and Article M.03 of these specifications. The concrete shall not contain less than five nor more than seven percent entrained air at the time the concrete is placed.

Construction Methods:

The Contractor shall be responsible for contacting the Town of Brookfield to coordinate delivery of the CBU. The delivery should be timed so as to minimize on-site storage time prior to installation. All stored materials and items must be protected from weather, careless handling and vandalism.

CBU shall be installed per the manufacturer’s recommendation and installation instructions, including size and depth of concrete foundation and at locations directed by the Engineer.

Method of Measurement:

The work shall be measured for payment by the actual number (ea.) of cluster box units complete and accepted in place.

There will be no measurement of payment for the cost of subbase preparation, concrete pad, reinforcement, anchorage and coordination.

Basis of Payment:

This work will be paid for at the contract unit price per actual number (ea.) of “Cluster Box Units” complete and accepted in place, which price shall include all coordination, materials, reinforcement, subbase preparation, anchorage, equipment, tools and labor incidental thereto the placement of each item

Pay Item

Pay Unit

Install Cluster Box Units

EA

ITEM #0950005A - TURF ESTABLISHMENT

Work under this item shall conform to the requirements of Section 9.50, amended as follows:

Article 9.50.03 – Construction Methods

4. Compaction - *Replace the first two words in the section with the following:*

"Following seeding, the entire area shall be rolled with a 100 pound manual landscape roller. Otherwise the Contractor".

M.13.04 - Seed Mixtures

Delete subsection (a) and replace with:

(a) The grass seed mixture shall conform to the

following: Trifecta Perennial Ryegrass Blend

Pure Seed:

40% Charismatic Perennial Ryegrass

30% Exacta Perennial Ryegrass

30% Affirmed Perennial Ryegrass

Under no circumstances should annual Ryegrass, Italian Rye or any other seed be added to the seed mixture.

Pay Item

Turf Establishment

Pay Unit

SY

ITEM #0969060A - CONSTRUCTION FIELD OFFICE, SMALL (OPTIONAL)

Description: Under the item included in the bid document, adequate weatherproof office quarters with related furnishings, materials, equipment and other services, shall be provided by the Contractor for the duration of the work, and if necessary, for a close-out period determined by the Engineer. The office, furnishings, materials, equipment, and services are for the exclusive use of Town forces and others who may be engaged to augment Town forces with relation to the Contract. The office quarters shall be located convenient to the work site and installed in accordance with Article 1.08.02. This office shall be separated from any office occupied by the Contractor. Ownership and liability of the office quarters shall remain with the Contractor.

Furnishings/Materials/Supplies/Equipment: All furnishings, materials, equipment and supplies shall be in like new condition for the purpose intended and require approval of the Engineer.

Office Requirements: The Contractor shall furnish the office quarters and equipment as described below:

Description \ Office Size	Small	Med.	Large	Extra Large
Minimum Sq. Ft. of floor space with a minimum ceiling height of 7 ft.	400	400	1000	2000
Minimum number of exterior entrances.	2	2	2	2
Minimum number of parking spaces.	7	7	10	15

Office Layout: The office shall have a minimum square footage as indicated in the table above, and shall be partitioned as shown on the building floor plan as provided by the Engineer.

Tie-downs and Skirting: Modular offices shall be tied-down and fully skirted to ground level.

Lavatory Facilities: For field offices sizes Small and Medium the Contractor shall furnish a toilet facility at a location convenient to the field office for use by Town personnel and such assistants as they may engage; and for field offices sizes Large and Extra Large the Contractor shall furnish two (2) separate lavatories with toilet (men and women), in separately enclosed rooms that are properly ventilated and comply with applicable sanitary codes. Each lavatory shall have hot and cold running water and flush-type toilets. For all facilities the Contractor shall supply lavatory and sanitary supplies as required.

Windows and Entrances: The windows shall be of a type that will open and close conveniently, shall be sufficient in number and size to provide adequate light and ventilation, and shall be fitted with locking devices, blinds and screens. The entrances shall be secure, screened, and fitted with a lock for which four keys shall be furnished. All keys to the construction field office shall be furnished to the Town and will be kept in their possession while Town personnel are using the office. Any access to the entrance ways shall meet applicable building codes, with appropriate handrails. Stairways shall be ADA/ABA compliant and have non-skid tread surfaces. An ADA/ABA compliant ramp with non-skid surface shall be provided with the Extra-Large field office.

Lighting: The Contractor shall equip the office interior with electric lighting that provides a minimum illumination level of 100 foot-candles at desk level height, and electric outlets for each desk and drafting table. The Contractor shall also provide exterior lighting that provides a minimum illumination level of 2 foot-candles throughout the parking area and for a minimum distance of 10 ft. on each side of the field office.

Parking Facility: The Contractor shall provide a parking area, adjacent to the field office, of sufficient size to accommodate the number of vehicles indicated in the table above. If a paved parking area is not readily available, the Contractor shall construct a parking area and driveway consisting of a minimum of 6 inches of processed aggregate base graded to drain. The base material will be extended to the office entrance.

Field Office Security: Physical Barrier Devices - This shall consist of physical means to prevent entry, such as: 1) All windows shall be barred or security screens installed; 2) All field office doors shall be equipped with dead bolt locks and regular day operated door locks; and 3) Other devices as directed by the Engineer to suit existing conditions.

Electric Service: The field office shall be equipped with an electric service panel, wiring, outlets, etc., to serve the electrical requirements of the field office, including: lighting, general outlets, computer outlets, calculators etc., and meet the following minimum specifications:

- A. 120/240 volt, 1 phase, 3 wire
- B. Ampacity necessary to serve all equipment. Service shall be a minimum 100 amp dedicated to the construction field office.
- C. The electrical panel shall include a main circuit breaker and branch circuit breakers of the size and quantity required.
- D. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed at each desk and personal computer table (workstation) location.
- E. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed, for use by the Telephone Company.
- F. Additional 120-volt circuits and duplex outlets as required meeting National Electric Code requirements.
- G. One exterior (outside) wall mounted GFI receptacle, duplex, isolated ground, 120 volt, straight blade.
- H. After work is complete and prior to energizing, the Town electrical inspector, must be contacted at 860-594-2240. (Do Not Call Local Town Officials)

Heating, Ventilation and Air Conditioning (HVAC): The field office shall be equipped with sufficient heating, air conditioning and ventilation equipment to maintain a temperature range of 68°-80° Fahrenheit within the field office.

Telephone Service: The Contractor shall provide telephone service with unlimited nation-wide calling plan. For a Small, Medium and Large field office this shall consist of the installation of two

(2) telephone lines: one (1) line for phone/voice service and one (1) line dedicated for the facsimile machine. For an Extra-Large field office this shall consist of four (4) telephone lines: three (3) lines for phone/voice service and one (1) line dedicated for facsimile machine. The Contractor shall pay all charges.

Additional Equipment, Facilities and Services: The Contractor shall provide at the field Office at least the following to the satisfaction of the Engineer:

Furnishing Description	Office Size			
	Small	Med.	Large	Extra Large
	Quantity			
Office desk (2.5 ft. x 5 ft.) with drawers, locks, and matching desk chair that have pneumatic seat height adjustment and dual wheel casters on the base.	1	3	5	8
Standard secretarial type desk and matching desk chair that has pneumatic seat height adjustment and dual wheel casters on the base.	-	-	-	1
Personal computer tables (4 ft. x 2.5 ft.).	2	3	5	8
Drafting type tables (3 ft. x 6 ft.) and supported by wall brackets and legs; and matching drafters stool that have pneumatic seat height adjustment, seat back and dual wheel casters on the base.	1	1	1	2
Conference table, 3 ft. x 12 ft.	-	-	-	1
Table – 3 ft. x 6 ft.	-	-	-	1
Office Chairs.	2	4	8	20
Mail slot bin – legal size.	-	-	1	1
Non-fire resistant cabinet.	-	-	2	4
Fire resistant cabinet (legal size/4 drawer), locking.	1	1	2	3
Storage racks to hold 3 ft. x 5 ft. display charts.	-	-	1	2
Vertical plan racks for 2 sets of 2 ft. x 3 ft. plans for each rack.	1	1	2	2
Double door supply cabinet with 4 shelves and a lock – 6 ft. x 4 ft.	-	-	1	2
Case of cardboard banker boxes (Min 10 boxes/case)	1	1	2	3
Open bookcase – 3 shelves – 3 ft. long.	-	-	2	2
White Dry-Erase Board, 36" x 48" min. with markers and eraser.	1	1	1	1
Interior partitions – 6 ft. x 6 ft., soundproof type, portable and freestanding.	-	-	6	6
Coat rack with 20 coat capacity.	-	-	-	1
Wastebaskets - 30 gal., including plastic waste bags.	1	1	1	2
Wastebaskets - 5 gal., including plastic waste bags.	1	3	6	10
Electric wall clock.	-	-	-	2

Telephone.	1	1	1	-
Full size stapler 20 (sheet capacity, with staples)	1	2	5	8
Desktop tape dispensers (with Tape)	1	2	5	8
8 Outlet Power Strip with Surge Protection	3	4	6	9
Rain Gauge	1	1	1	1
Business telephone system for three lines with ten handsets, intercom capability, and one speaker phone for conference table.	-	-	-	1
Mini refrigerator - 3.2 c.f. min.	1	1	1	1
Hot and cold water dispensing unit. Disposable cups and bottled water shall be supplied by the Contractor for the duration of the project.	1	1	1	1
Microwave, 1.2 c.f. , 1000W min.	1	1	1	1
Fire extinguishers - provide and install type and *number to meet applicable State and local codes for size of office indicated, including a fire extinguisher suitable for use on a computer terminal fire.	*	*	*	*
Electric pencil sharpeners.	1	2	2	2
Electronic office type printing calculators capable of addition, subtraction, multiplication and division with memory and a supply of printing paper.	1	1	2	4
Small Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Related Hardware and Software</u> .	1	1		
Large Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Related Hardware and Software</u> .			1	1
Field Office Wi-Fi Connection as specified below under <u>Computer Related Hardware and Software</u>	1	1	1	1
Wi-Fi Printer as specified below under <u>Computer Related Hardware and Software</u> .	1	1	1	1
Digital Camera as specified below under <u>Computer Related Hardware and Software</u> .	1	1	3	3
Video Projector as specified below under <u>Computer Related Hardware and Software</u> .	-	-	-	1
Smart Board as specified below under <u>Computer Related Hardware and Software</u> .	-	-	-	1
Infrared Thermometer, including annual third party certified calibration, case, and cleaning wipes.	1	1	1	2
Concrete Curing Box as specified below under Concrete Testing Equipment.	1	1	1	1
Concrete Air Meter and accessories as specified below under Concrete Testing Equipment as specified below. Contractor shall	1	1	1	1

provide third party calibration on a quarterly basis.				
Concrete Slump Cone and accessories as specified below under Concrete Testing Equipment.	1	1	1	1
First Aid Kit	1	1	1	1
Flip Phones as specified under <u>Computer Related Hardware and Software</u> .	-	-	-	-
Smart Phones as specified under <u>Computer Related Hardware and Software</u> .	-	-	-	-

The furnishings and equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the above listed equipment or furnishings shall be provided by the Contractor for the duration of the project.

Computer Related Hardware and Software: The contractor will supply by its own means the actual Personal Computers for the Town representatives. The Contractor shall supply the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors, and Smart Board(s) as well as associated hardware and software, must meet the requirements of this specification as well as the latest minimum specifications posted, as of the project advertising date, at CTDOT's web site <http://www.ct.gov/dot/cwp/view.asp?a=1410&q=563904>

Within 10 calendar days after the signing of the Contract but before ordering/purchasing the Wi-Fi Printer (separate from the Multifunction Laser Printer/Copier/Scanner/Fax), Field Office Wi-Fi, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projector(s) and Smart Board(s) as well as associated hardware, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the Town for review and approval. The Wi-Fi Printer, Wi-Fi Router, Flip Phones, Smart Phones, digital cameras, Projector(s) and Smart Board(s) will be reviewed by Town personnel. The Multifunction Laser Printer/Copier/Scanner/Fax will be reviewed by the Town. The Contractor shall not purchase the hardware, software, or services until the Town informs them that the proposed equipment, software, and services are approved. The Contractor will be solely responsible for the costs of any hardware, software, or services purchased without approval.

The Contractor and/or their internet service provider shall be responsible for the installation and setup of the field office Wi-Fi, Wi-Fi printer, and the configuration of the wireless router as directed by the Town. Installation will be coordinated with Town and Project personnel.

After the approval of the hardware and software, the Contractor shall contact the designated representatives of the Town, a minimum of 2 working days in advance of the proposed delivery or installation of the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s), Flip Phones, Smart Phones, Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors and Smart Board(s), as well as associated hardware, software, supplies, and support documentation.

The Contractor shall provide all supplies, paper, maintenance, service and repairs (including labor and parts) for the Wi-Fi printers, copiers, field office Wi-Fi, fax machines and other equipment and facilities required by this specification for the duration of the Contract. All repairs must be

performed with-in 48 hours. If the repairs require more than a 48 hours then an equal or better replacement must be provided.

Once the Contract has been completed, the hardware and software will remain the property of the Contractor.

First Aid Kit: The Contractor shall supply a first aid kit adequate for the number of personnel expected based on the size of the field office specified and shall keep the first aid kit stocked for the duration that the field office is in service.

Rain Gauge: The Contractor shall supply install and maintain a rain gauge for the duration of the project, meeting these minimum requirements. The rain gauge shall be installed on the top of a post such that the opening of the rain gauge is above the top of the post an adequate distance to avoid splashing of rain water from the top of the post into the rain gauge. The Location of the rain gauge and post shall be approved by the Engineer. The rain gauge shall be made of a durable material and have graduations of 0.1 inches or less with a minimum total column height of 5 inches. If the rain gauge is damaged the Contractor shall replace it prior to the next forecasted storm event at no additional cost.

Concrete Testing Equipment: If the Contract includes items that require compressive strength cylinders for concrete, in accordance with the Schedule of Minimum Testing Requirements for Sampling Materials for Test, the Contractor shall provide the following equipment.

- A) Concrete Cylinder Curing Box – meeting the requirements of Section 6.12 of the Standard Specifications.
- B) Air Meter – The air meter provided shall be in good working order and meet the requirements of AASHTO T 152.
- C) Slump Cone Mold – Slump cone, base plate, and tamping rod shall be provided in like-new condition and meet the requirements of AASHTO T119, Standard Test Method for Slump of Hydraulic-Cement Concrete.

All testing equipment will remain the property of the Contractor at the completion of the project.

Insurance Policy: The Contractor shall provide a separate insurance policy, with no deductible, in the minimum amount of five thousand dollars (\$5,000) in order to insure all State-owned data equipment and supplies used in the office against all losses. The Contractor shall be named insured on that policy, and the Town shall be an additional named insured on the policy. These losses shall include, but not be limited to: theft, fire, and physical damage. The Town will be responsible for all maintenance costs of Town owned computer hardware. In the event of loss, the Contractor shall provide replacement equipment in accordance with current Town equipment specifications, within seven days of notice of the loss. If the Contractor is unable to provide the required replacement equipment within seven days, the Town may provide replacement equipment and deduct the cost of the equipment from monies due or which may become due the Contractor under the Contract or under any other contract. The Contractor's financial liability under this paragraph shall be limited to

the amount of the insurance coverage required by this paragraph. If the cost of equipment replacement required by this paragraph should exceed the required amount of the insurance coverage, the Town will reimburse the Contractor for replacement costs exceeding the amount of the required coverage.

Maintenance: During the occupancy by the Town, the Contractor shall maintain all facilities and furnishings provided under the above requirements, and shall maintain and keep the office quarters clean through the use of weekly professional cleaning to include, but not limited to, washing & waxing floors, cleaning restrooms, removal of trash, etc. Exterior areas shall be mowed and clean of debris. A trash receptacle (dumpster) with weekly pickup (trash removal) shall be provided. Snow removal, sanding and salting of all parking, walkway, and entrance ways areas shall be accomplished during a storm if on a workday during work hours, immediately after a storm and prior to the start of a workday. If snow removal, salting and sanding are not completed by the specified time, the State will provide the service and all costs incurred will be deducted from the next payment estimate.

Method of Measurement: The furnishing and maintenance of the construction field office will be measured for payment by the number of calendar months that the office is in place and in operation, rounded up to the nearest month.

There will not be any price adjustment due to any change in the minimum computer related hardware and software requirements.

Basis of Payment: The furnishing and maintenance of the Construction Field Office will be paid for at the Contract unit price per month for “Construction Field Office, (Type),” which price shall include all material, equipment, labor, service contracts, licenses, software, repair or replacement of hardware and software, related supplies, utility services, parking area, external illumination, trash removal, snow and ice removal, and work incidental thereto, as well as any other costs to provide requirements of this specified this specification.

Pay Item

Construction Field Office, (Type)

Pay Unit

Month

ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC

Work under this item shall conform to the requirements of Section 9.71, supplemented and amended as follows:

Article 9.71.01 – Description is supplemented by the following:

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

All Project Roadways

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

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

Commercial and Residential Driveways

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

Article 9.71.03 - Construction Method is supplemented as follows:

General

Unpaved travel paths will only be permitted for areas requiring full depth and full width reconstruction, in which case, the Contractor will be allowed to maintain traffic on processed aggregate for a duration not to exceed 10 calendar days. The unpaved section shall be the full width of the road and perpendicular to the travel lanes.

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.

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 workday (work night), or as directed by the Engineer.

When the installation of all intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall install the final course of bituminous concrete pavement.

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.

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

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

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

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

Construction vehicles entering travel lanes at speeds less than the 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.

Existing Signing

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

Signing Patterns

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

Pavement Markings

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

Interim Pavement Markings

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

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

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

Final Pavement Markings

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

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

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

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. On multi-lane divided highways, advance warning signs shall be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

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

Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

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

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

TABLE I – MINIMUM TAPER LENGTHS

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

SECTION 1. WORK ZONE SAFETY MEETINGS

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. 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 (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.**
- 2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.

- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.
- 2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the 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 advance 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 advance 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) Temporary road closures using Rolling Road Blocks (RRB) may be allowed on limited access highways for operations associated with the installation and removal of temporary lane closures. RRB may be allowed for the installation and removal of lead signs and lane tapers only and shall meet the following requirements:
 - RRB may not start prior to the time allowed in the contract Limitations of Operation for sign pattern installation. Sign pattern removal must be complete prior to the time indicated in the Limitations of Operation for restoring the lanes to traffic.
 - On limited access highways with 4 lanes or more, a RRB may not start until the Limitations of Operation Chart allows a 2 lane closure. In areas with good sight lines and full shoulders, opposite side lead signs should be installed in a separate operation.
 - Truck-Mounted Impact Attenuators (TMAs) equipped with arrow boards shall be used to slow traffic to implement the RRB. State Police Officers in marked vehicles may be used to support the implementation of the RRB. The RRB shall start by having all vehicles, including Truck-Mounted Impact Attenuators TMAs and police vehicles leave the shoulder or on-ramp and accelerate to a normal roadway speeds in each lane, then the vehicles will position themselves side by side and decelerate to the RRB speed on the highway.
 - An additional Truck-Mounted Impact Attenuator TMAs equipped with a Portable Changeable Message Sign shall be utilized to advise the motorists that sign pattern installation / removal is underway. The Pre-Warning Vehicle (PWV) should be

initially positioned in the right shoulder ½ mile prior to the RRB operation. If a traffic queue reaches the PWV's initial location, the contractor shall slowly reverse the PWV along the shoulder to position itself prior to the new back of queue. A Pre-Warning Vehicle, as specified elsewhere in the contract, shall be utilized to advise the motorists that sign pattern installation / removal is underway.

- The RRB duration shall not exceed 15 minutes from start of the traffic block until all lanes are opened as designated in the Limitation of Operation chart. If the RRB duration exceeds 15 minutes on 2 successive shifts, no further RRB will be allowed until the Contractor obtains approval for a revised installation procedure from the respective construction District.
 - RRB should not be utilized to expand a lane closure pattern to an additional lane during the shift. The workers and equipment required to implement the additional lane closure should be staged from within the closed lane. Attenuator trucks (and State Police if available) should be used to protect the workers installing the taper in the additional lane.
 - Exceptions to these work procedures may be submitted to the District Office for consideration. A minimum of 2 business days should be allowed for review and approval by the District.
 - The RRB procedures (including any approved exceptions) will be reviewed and discussed by the inspection team and the Contractor in advance of the work. The implementation of the agreed upon plan will be reviewed with the State Police during the Work Zone Safety meeting held before each shift involving temporary lane closures. If the State Police determine that alternative procedures should be implemented for traffic control during the work shift, the Department and Contractor will attempt to resolve any discrepancies with the duty sergeant at the Troop. If the discrepancies are unable to be resolved prior to the start of the shift, the work will proceed as recommended by the Department Trooper. Any unresolved issues will be addressed the following day.
- 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 OR TRAILER 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 “Truck-Mounted or Trailer-Mounted Impact Attenuator”. 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. If it is used as a TMA and is in the proper location as specified, then it should be paid at the specified hourly rate for “Truck-Mounted or Trailer-Mounted Impact Attenuator”. 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 is also used as a Flashing Arrow in the same day, then the unit should be paid as a “Truck-Mounted or Trailer-Mounted Impact Attenuator” for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove). If the TMA is also used as a Flashing Arrow during the same day, then the unit should be paid at the daily rate 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 ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 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:

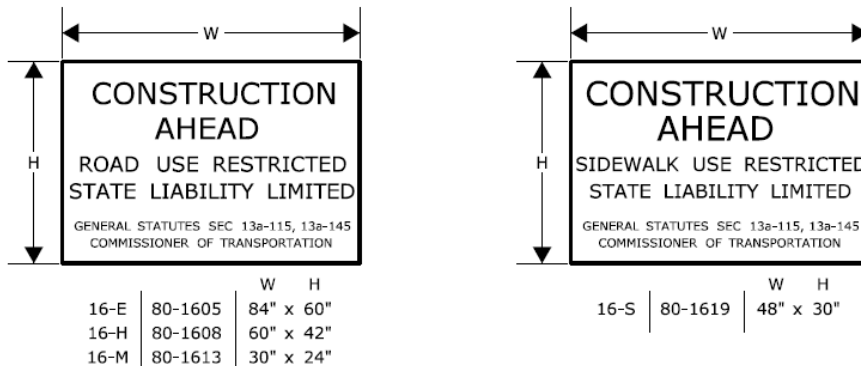
<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>	<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT 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.

SECTION 8. USE OF STATE POLICE OFFICERS

- 8.a) State Police may be utilized only on limited access highways and secondary roadways under their primary jurisdiction. One Officer may be used per critical sign pattern. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Likewise in areas with moderate traffic and wide, unobstructed medians, left lane closures can be implemented without State Police presence. Under some situations it may be desirable to have State Police presence, when one is available. Examples of this include: nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur, however they are not required.
- 8.b) Once the pattern is in place, the State Police Officer should be positioned in a non-hazardous location in advance of the pattern. If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall be repositioned prior to the backup to give warning to the oncoming motorists. The State Police Officer and TMA should not be in proximity to each other.
- 8.c) Other functions of the State Police Officer(s) may include:
- Assisting entering/exiting construction vehicles within the work area.
 - Enforcement of speed and other motor vehicle laws within the work area, if specifically requested by the project.
- 8.d) State Police Officers assigned to a work site are to only take direction from the Engineer.

SERIES 16 SIGNS



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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

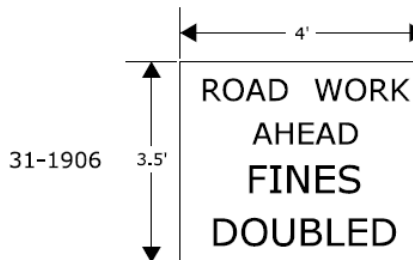
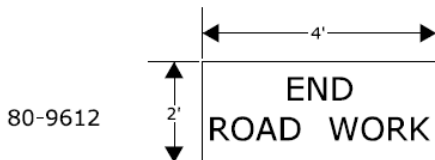
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

"END ROAD WORK" SIGN

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

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

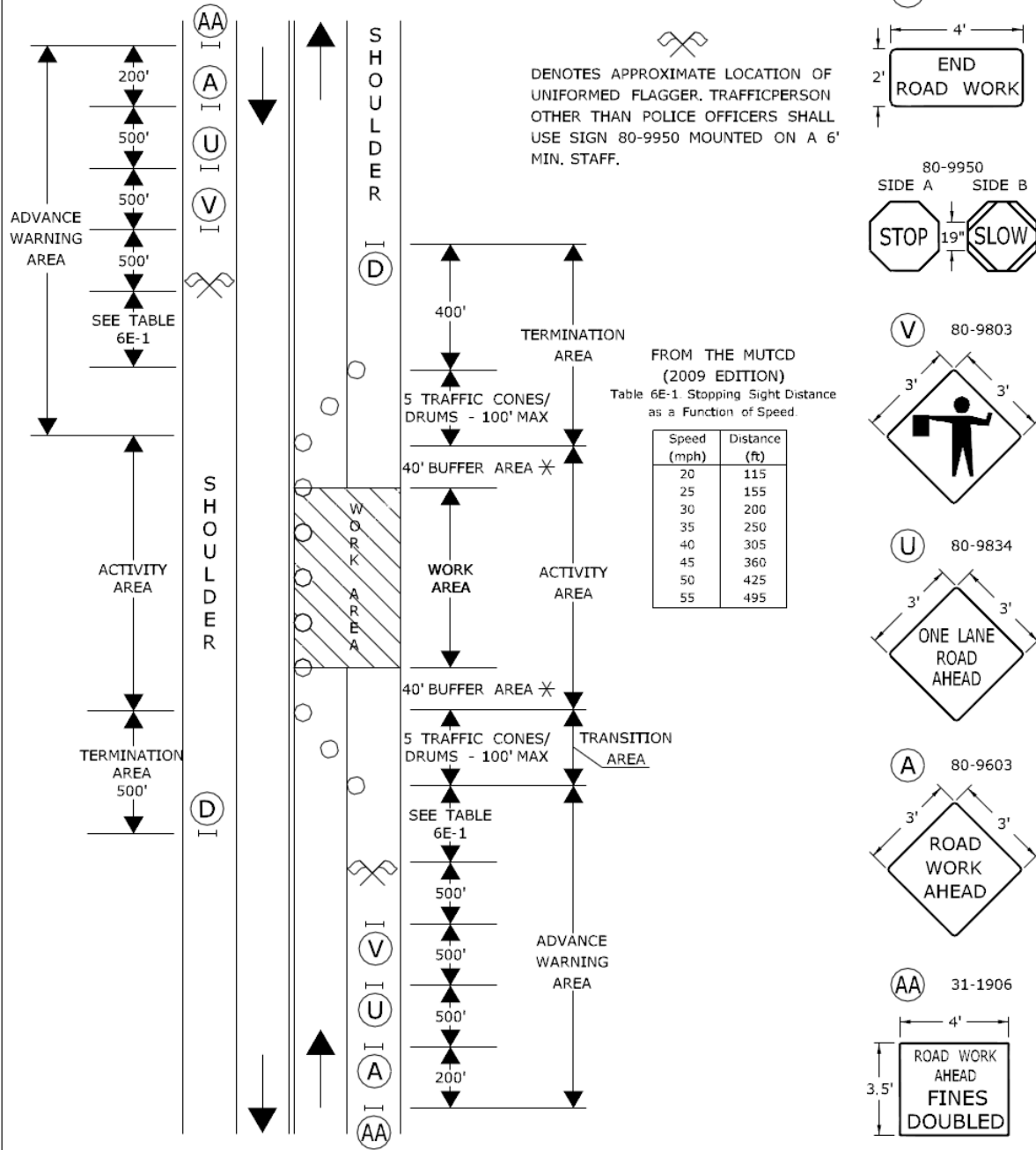
APPROVED

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



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* 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

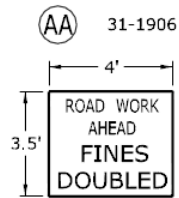
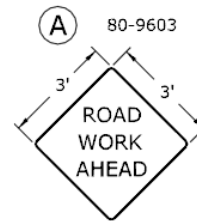
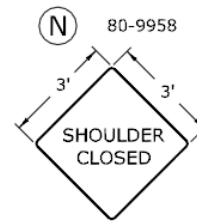
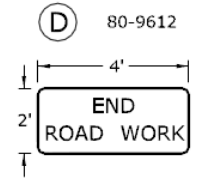
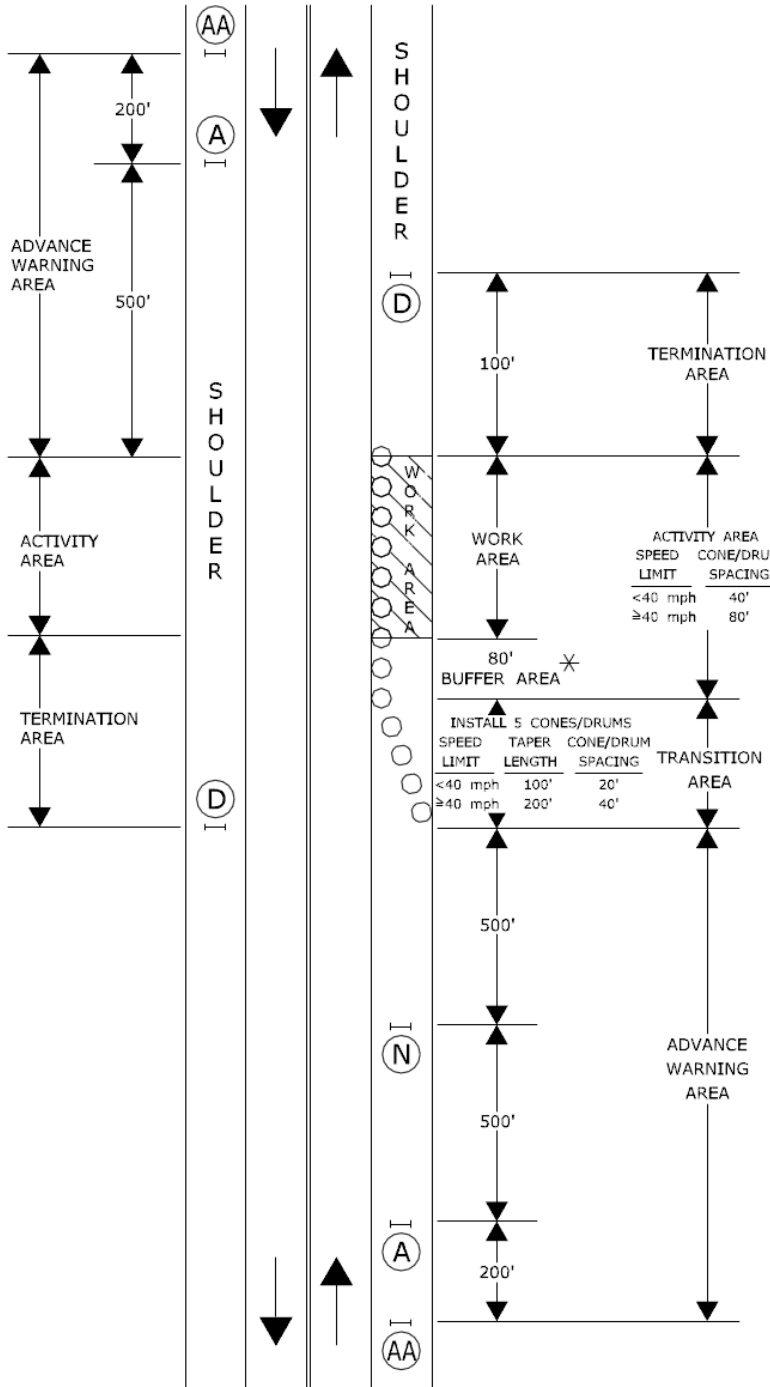
APPROVED

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

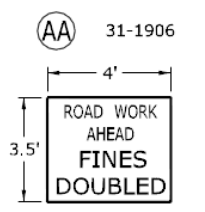
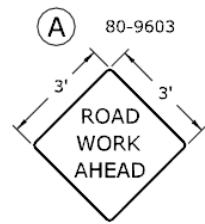
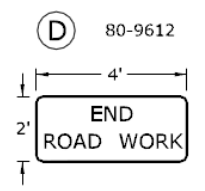
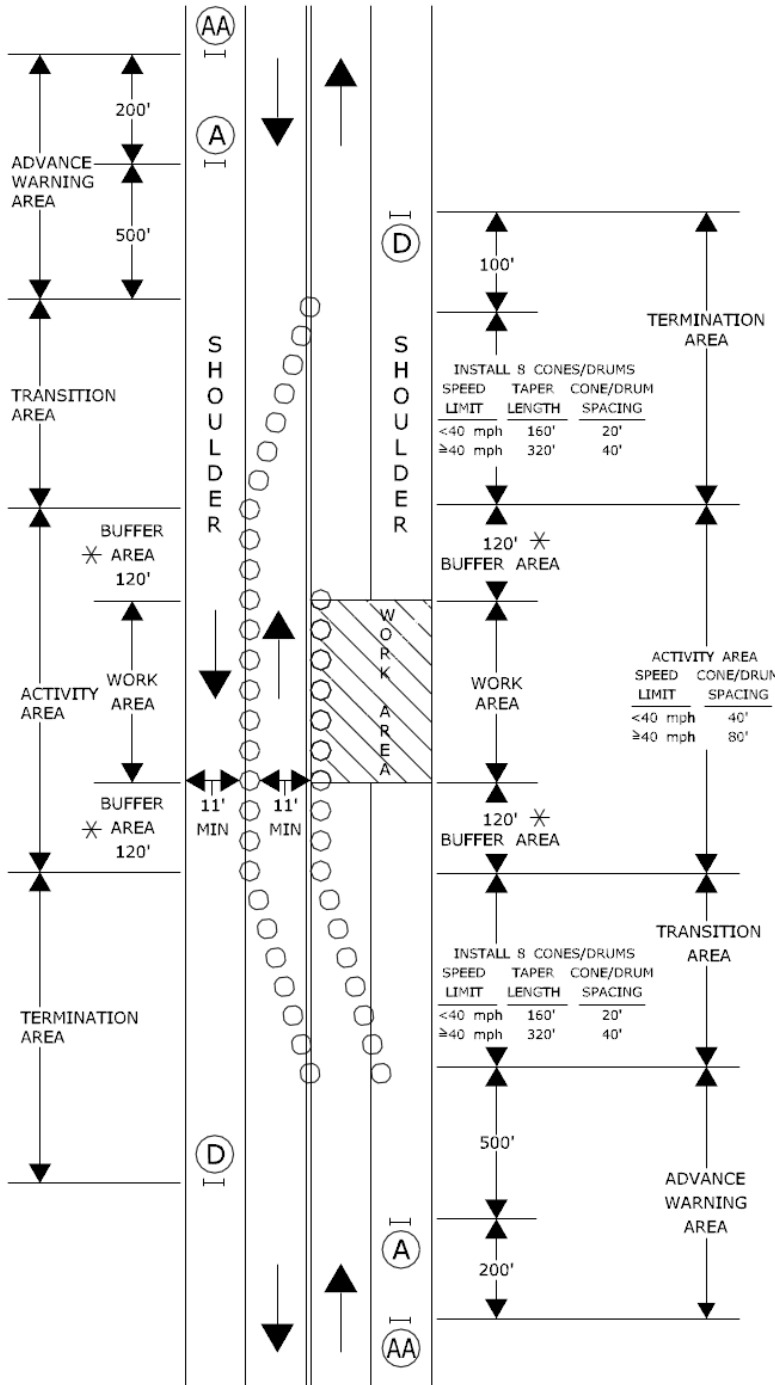
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:56:09-04'00"

WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY

SIGN FACE
62 SQ. FT (MIN.)



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



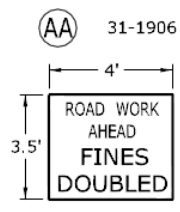
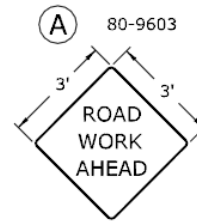
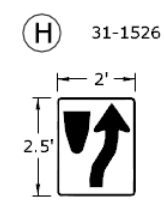
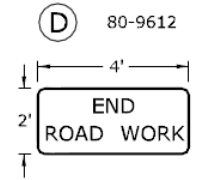
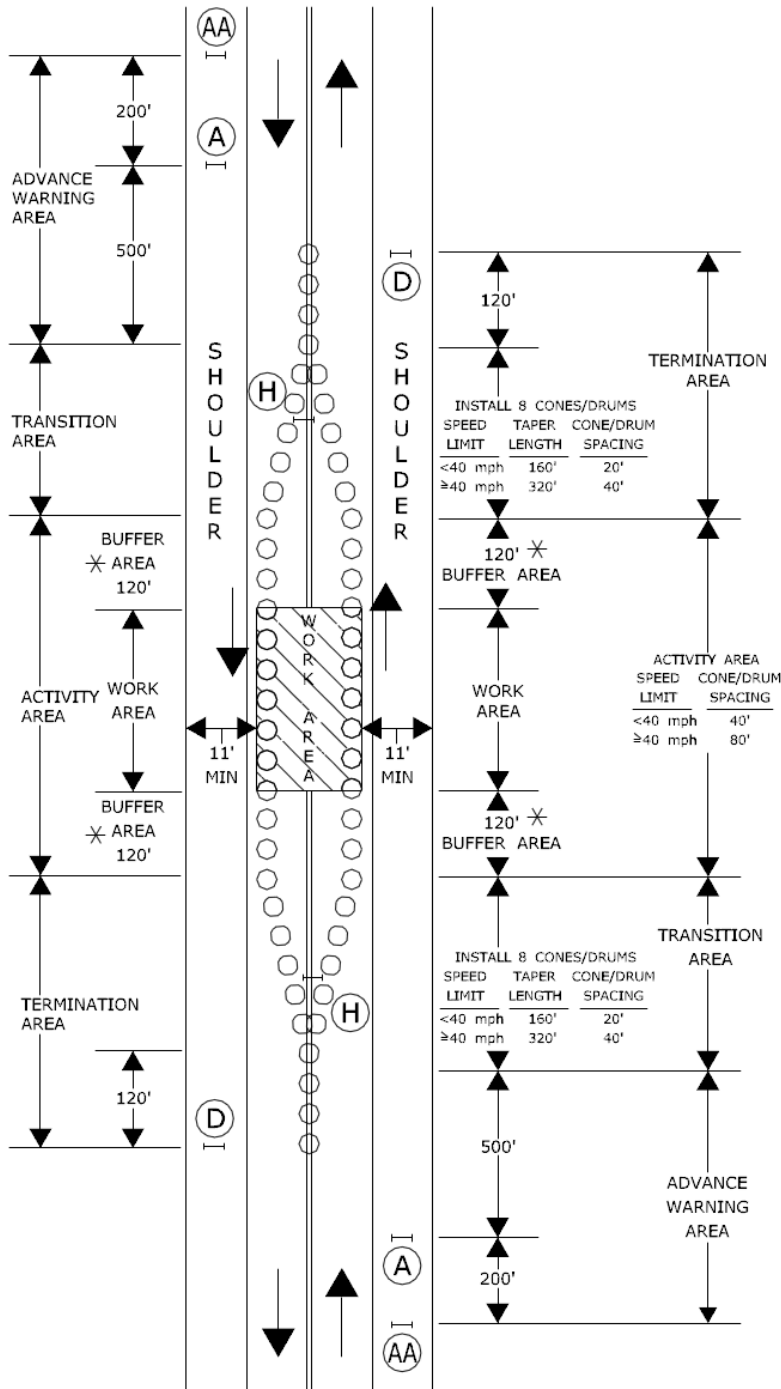
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 15
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

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

WORK IN MIDDLE OF ROADWAY TWO LANE HIGHWAY

SIGN FACE
72 SQ. FT (MIN.)



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



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 16
SEE NOTES 1, 2, 4, 6, 7, 8

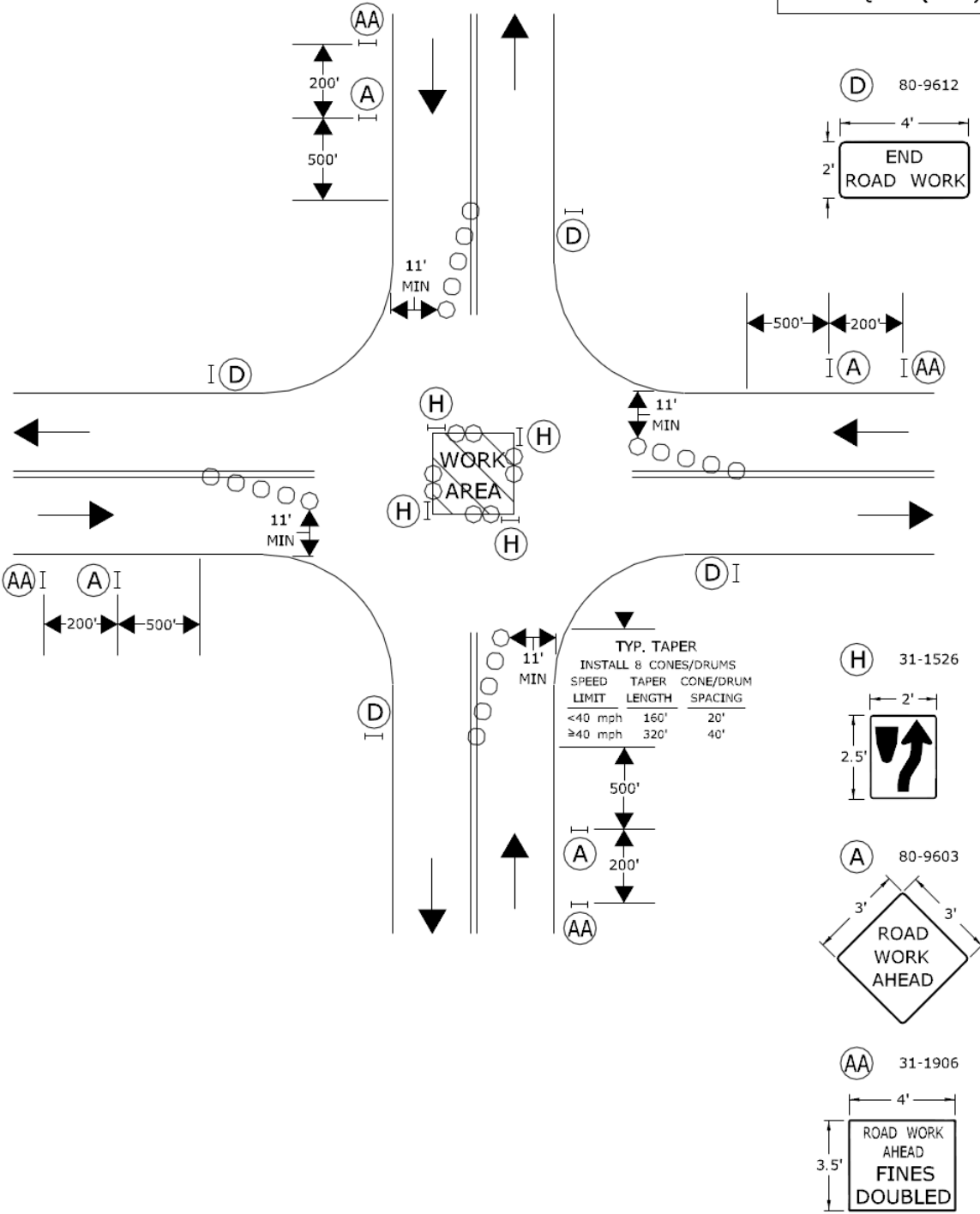
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow*
PRINCIPAL ENGINEER

Charles S. Harlow
2012.08.05 15:56:51-04'00'

WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE
144 SQ. FT. (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 17

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.08.05 15:57:16-04'00"

Article 9.71.05 – Basis of Payment is supplemented by the following:

The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports shall be paid for under the item “Maintenance and Protection of Traffic”. Temporary overhead sign supports, and foundations shall be paid for under the appropriate item(s).

The cost of furnishing, installing, and removing the material for the 4H:1V traversable slope shall be paid for under the item “Maintenance and Protection of Traffic.”

ITEM #1003894A – ORNAMENTAL LIGHTING SYSTEM

Work under this item shall conform to the requirements of Section 10.00 and 11.13 of the Standard Specifications, amended and supplemented as follows:

Description: Work under this item shall consist of designing and submitting site lighting electrical plan for approval, furnishing and installing an ornamental street light system at the locations and to the dimensions and details shown on the plans or as directed by the Engineer and in conformity with these specifications. The work shall include furnishing and installing all necessary components of the system, including the pole, concrete foundation, break away supports, fixture, accessories, conduit, power and control cable, lighting controller, controller foundation, metered service, bedding, backfill, and appurtenances, along with coordinating with local utility representatives. The work shall include furnishing mounting and assembling all components, receptacle installation, and wiring. The work shall also include verifying the proper operation of the pole, fixture(s) and GFI receptacle to the satisfaction of the engineer.

Materials:

Acceptable Manufacturers (or approved equal):

Sternberg Lighting
555 Lawrence Ave.
Roselle, IL 60172 USA 847-588-3400
SternbergLighting.com

Hapco Pole Products
26252 Hillman Highway
Abingdon, VA 24210 USA 276-628-7171
Hapco.com

General: The Ornamental Street Light Standards shall be installed at the locations shown on the plans.

SL3C: 12' Pole, Type 3 Optics, Dimming Resistor Board

Pole: The pole and accessories shall be designed in accordance with AASHTO Standard Specification for Structural Support of Highway Signs, Luminaires and Traffic Signs. Wind pressures for design purposes shall be determined in accordance with the above AASHTO Standard utilizing a 93 mph wind speed. The pole shall be aluminum, one- piece construction with an 18" diameter cast aluminum fluted base, Sternberg Lighting Model #6200 (Oxford

Series). The pole shall be a 12 foot tall smooth tapered shaft, made of ASTM 6063 extruded aluminum and tempered to a T6 condition, tapering from 5” to 4” in diameter (Catalog number 6212T5-4.188/GFI-LPIUC/DBA/SSPA/BKT).

Anchor Bolts: Light Standards shall use four ¾” diameter, hot-dipped galvanized “L” type anchor bolts in accordance with the requirements of ASTM A-153-03, Class C. Field welding and field bending of anchor bolts is prohibited.

Fixture: The fixture shall be designed in accordance with AASHTO Standard Specification for Structural Support of Highway Signs, Luminaires and Traffic Signs. Wind pressures for design purposes shall be determined in accordance with the above AASHTO Standard utilizing a 93 mph wind speed. The fixture shall meet the design requirements and style as shown on the plans, Catalog number 6130CLED/PT/FDRB/6ARC35T3/MDL03/FHC/PEC/CSA/BKT.

The fixture shall be wired using No. 10 AWG stranded copper conductors with 600V, 167 degree F, type THHN/THWN insulation, or as required by the manufacturer. The luminaire shall be connected to the wiring provided within the pole.

The fixture shall include:

- an individual photo cell
- Black Textured Finish
- Frosted Hurricane Chimney (not lighted)
- Clear Seeded Acrylic Lens
- Solid Roof

Optional Equipment: The Ornamental Lighting poles shall be supplied with the following options:

Double Banner Arms: The banner arms shall be part “DBA” as manufactured by Sternberg Lighting, and shall meet the style as shown on the details.

Single Planter Arm: The single planter arm shall be part “SSPA” as manufactured by Sternberg Lighting, and shall meet the style as shown on the details.

Ground Fault Receptacle: The pole shall be equipped with a GFI duplex receptacle with a weatherproof cover. The receptacle shall be part “GFI” as manufactured by Sternberg Lighting, and shall meet the style as shown on the details.

Cable: The provisions of sections 10.12.02 and 10.15.02 shall apply.

Conduit: The provisions of sections 10.01.02 and 10.08.02 shall apply.

Concrete Handhole: The provisions of section 10.10.02 shall apply.

Light Pole Foundations: The provisions of section 10.02.02 shall apply.

Service Control Box: The provisions of section 10.17.02 shall apply.

Construction Methods: Construction methods for this work shall be in accordance with the manufacturer's recommendations. The contractor shall be responsible for coordinating all necessary prerequisite work with the utility company. This shall include, but not be limited to de-energizing existing light poles, energizing new light poles, coordinating and verifying new conduit installations, and coordinating and verifying the location of the service control box. Eversource shall be responsible for pulling new wiring from energy source to service control box location and energizing new lighting system. The contractor shall be responsible for installing all underground conduit between the service control box and the service pole, in accordance with Eversource requirements.

The Contractor shall be responsible for all coordination with the Utility company that is required to obtain the required metered service connection to the lighting system. This includes any necessary computations, applications and fees paid on the behalf of the Town of Brookfield.

The contractor shall be responsible for installing the poles plumb, connection to the power supply, wiring, attaching the ground connection to the pole and all testing.

REQUIRED SUBMITTALS:

The contractor is responsible for providing the complete lighting design to provide an operational lighting system as shown on the plans and these specifications. The design will include selecting the appropriate load and service equipment to be installed in the service control box, selection of the control box and foundation, and design of all lighting circuits, including cable routing and sizing to supply the luminaires and GFI receptacles at each pole. Structural design computations are to be provided for each pole to demonstrate adequacy of the pole,

foundation, and anchor bolt design, taking into account loading produced by the pole accessories, such as the banner arms, in accordance with AASHTO Standard Specification for Structural Support of Highway Signs, Luminaires and Traffic Signs. Wind pressures for design purposes shall be determined in accordance with the above AASHTO Standard utilizing a 93 mph wind speed. Details provided with the plans are for guidance only, and may be modified as necessary to provide adequate design to meet AASHTO requirements. Proposed modifications should be provided with the design submittal.

All electrical calculations, structural calculations, working drawings, shop drawings and catalog cuts shall be submitted to the Engineer in a single submittal package for review and approval. The submittal shall demonstrate the adequacy of the design and the adherence to the details provided. The assembly, in its completed form, shall meet the design requirements and style as shown on the plans.

Following approval of the design, the equipment can be ordered. Submit 5 copies of material certificates in accordance with the contract general requirements.

Method of Measurement: Ornamental Lighting System will be measured for payment as a Contract lump sum item.

Basis of Payment: This work will be paid for at the contract Lump Sum price for “Ornamental Lighting System” which shall include poles, foundations, breakaway supports, excavation, luminaires, appurtenances, designated optional equipment, service controller unit(s), cabinet(s) and foundation(s), trenching and backfilling, electrical conduits, cables, connectors and power supplies, service connections, permits, coordination, design and drawing submission, and all work required within the project limits. This price shall include all design and drawing submittals, labor and materials, material disposal and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Ornamental Lighting System	LS

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.

Work under this item shall also include the removal and reinstallation of private parking lot lights and private signs within property that has been acquired as part of the project.

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.

The parking lot lights and signs will be examined in the presence of the engineer to document any pre-existing damage and the condition of the unit prior to removal. The unit shall be removed from any footings or foundations and placed on the adjacent property in a location that is acceptable to the owner, and that does not endanger, impede, or cause hazard to pedestrians, traffic or property. All electrical connections shall be removed in such a manner to allow the remaining portions of the lighting or electrical system to be safe and operable.

Care shall be taken to avoid damage to the units and to safeguard all parts from damage or loss. Removal shall include removal of existing concrete foundations in accordance with Section

2.02.03, and the foundations shall not be salvaged. The remaining hole shall be backfilled with clean fill material which shall be compacted, and the ground restored to a grade and condition compatible with the surrounding area.

For signs that are serviced with power for internal and or external lighting, the work shall include the removal of conduit, wiring, junction boxes, brackets, dampers, grounding wire or other connections required to terminate the lighting operation and allow the remaining portions of the electrical system to be in a safe and operable condition.

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, parking lot lights and private signs, 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.

This price shall also include removing and re-installing private parking lot lights and private signs including removal of foundations, electrical connections, posts, braces, sign faces, decorative elements and hardware. The Contractor shall replace at his own expense, all equipment which becomes damaged due to his operations. All private signs and/or lights that the Town decides to replace with new signage and/or lights will be paid for by the Town and delivered to the property for installation by the contractor.

Pay Item

Pay Unit

Removal and Relocation of Existing Signs

L.S.

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

Section 12.08 is supplemented and amended as follows:

12.08.01—Description:

Add the following:

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

12.08.03—Construction Methods:

Delete the last sentence and add the following:

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

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

12.08.04—Method of Measurement:

Add the following:

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

12.08.05—Basis of Payment:

Replace the entire Article with the following:

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

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

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

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

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

ITEM #1220003A – Public Information Signs

Work under this item shall conform to the requirements of Section 12.20, amended as follows:

Article 12.20.01 - Description

The contractor shall furnish and install a project sign that meet the requirements described in this specification.

Article 12.20.02 - Materials

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

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

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

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

TYPEFACE: Helvetica Medium

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

Article 12.20.03 – Construction Methods

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

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

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

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

Article 12.20.05 – Basis of Payment

This work will be paid for at the contract unit price per square foot for “Public Information Sign” delivered and used on the Project, which price shall include the sign, metal sign posts and all hardware required to attach the sign to the support or posts. Sign supports will not be measured for payment.

<u>Pay Item</u>	<u>Pay Unit</u>
Public Information Signs	SF

