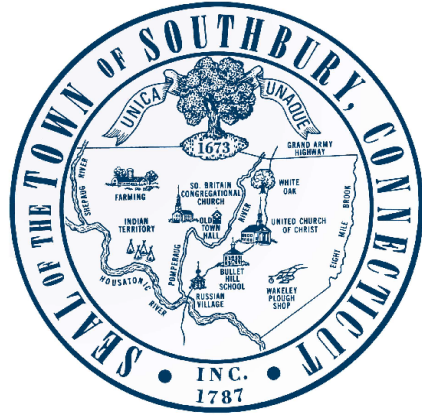


PROJECT MANUAL



PEDESTRIAN SAFETY IMPROVEMENTS

TOWN OF SOUTHBURY

DEPARTMENT OF PUBLIC WORKS

501 MAIN STREET SOUTH

SOUTHBURY, CT 06488

OCTOBER 15, 2025

SLR PROJECT #12097.00034
STATE PROJECT #0130-0194
FEDERAL AID PROJECT #1130(005)

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**LEGAL NOTICE
INVITATION TO BID
PEDESTRIAN SAFETY IMPROVEMENTS**

The Town of Southbury, Connecticut is seeking sealed bids for furnishing all labor, tools, materials and equipment required for a Pedestrian Safety Improvements project along Main Street South and Poverty Road. It is the intent of the Town to enter into a contractual agreement with one qualified Contractor to provide services.

Bids will be received by the First Selectman's Office, Town Hall, 501 Main Street South, Southbury, Connecticut 06488 until 10:00 AM local time on November 19, 2025 at which time the bids will be publicly opened and read in Room 208 of Town Hall.

Specifications and bidding documents may be obtained at the Office of the First Selectman at the above address or electronically on the town's website at www.southbury-ct.org/bids.

All Proposals must be on the form furnished by the Town of Southbury and must be requested for the above-named project.

Each Bidder must deposit with his/her bid a bid bond for not less than five percent (5%) of the bid as provided in the Information for Bidders. A certified check will not be accepted in lieu of a Bid Bond. NO PROPOSAL WILL BE ACCEPTED UNLESS ACCOMPANIED BY THE REQUIRED BID BOND.

The Contractor chosen for the project shall be required to furnish 100% Performance and Labor and Material bonds and proof of required insurance coverage. A Maintenance Bond, in the amount of ten percent (10%) of the contract sum shall be required after completion of the work and prior to final payment.

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

No Bidder may withdraw their bid within one hundred twenty (120) days after the actual date of the opening thereof.

Requests for Information (RFIs) concerning the project should be emailed to Matthew Tarnowski, Public Works Project Administrator, at MTarnowski@southbury-ct.gov. RFIs should be received by November 5, 2025. RFIs may not be directly responded to. If necessary, an addendum containing RFI responses will be posted to the Town of Southbury's website at the link above by November 12, 2025.

The right is reserved to reject any or all bids in whole or in part, to award any item, group of items, or total bid and to waive any informality or technical defects, if it is deemed to be in the best interest of the Town of Southbury. The Town of Southbury is an affirmative action, equal opportunity employer.

Jeffrey Manville
First Selectman, Town of Southbury
October 15, 2025

INFORMATION FOR BIDDERS

1. PROPOSAL

Proposals are being sought for a Pedestrian Safety Improvements project along Main Street South and Poverty Road. All work shall be furnished in full accordance with the specifications.

2. RECEIPT AND OPENING OF BIDS

Separate sealed bids shall be received in the **Office of the First Selectman**, 501 Main Street South, Southbury, CT 06488, until the time and date stated in the INVITATION TO BID, and will thereafter be opened and read aloud in **Room 208 of Town Hall**. Proposals may be withdrawn 120 days after opening if no award has been made, except upon the mutual consent of the Town and the bidder. All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words **“Bid Documents, Pedestrian Safety Improvements”** so as to guard against opening prior to the time set therefore. **One printed copy and one digital copy (via flash drive)** of all bids shall be submitted.

Bids may be forwarded by mail. If mailed, the sealed opaque envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening thereof.

3. PREPARATION OF PROPOSAL

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled, handwritten in ink or type written, in both words and figures. Bid prices shall include **all labor, materials and equipment necessary to complete the work** in accordance with the bid documents.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

5. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other bid documents and with all federal, state and local laws, ordinances or regulations which in any manner relate to the furnishing of the services in accordance with the bid.

Each bidder shall thoroughly familiarize himself with all conditions of the bid documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made and the failure of the bidder to familiarize himself with conditions relating to the specifications shall not in any way relieve any bidder from any obligation in respect to his bid.

Each Bidder shall visit the site of the proposed work and fully acquaint itself with the existing conditions there relating to construction and labor and should fully inform itself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize itself with the Drawings, Technical Specifications and all other Contract Documents. The bidders shall also examine all records on file with the Town of Southbury, "Call Before You Dig" and State Authorities regarding the Project, and the areas within the Project limits, so as to be apprised of all subsurface conditions and other relevant information. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to the failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the Town of Southbury will reject any claim based on the facts regarding which it should have been on notice.

6. TAX EXEMPTION

The Town of Southbury is exempt from paying tax and, for that reason; the bid price shall not include any tax on the items specified.

7. QUALIFICATIONS OF BIDDER

Bidders must be regular full time Contractors in the type of service specified. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fail to satisfy the Town that such bidder is properly qualified to carry out the obligations of the bid and to complete the project contemplated therein. Conditional bids will not be accepted.

8. ERRORS, INTERPRETATIONS, AND ADDENDA

Should a bidder find any omissions, discrepancies or errors in the specifications or other bid documents or should he be in doubt as to the meaning of the specifications or other bid documents, he should immediately notify the Town who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the bid documents.

9. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

The Town reserves the right to reject any or all bids and may waive any informalities. The bid will be awarded to the responsible bidder submitting the lowest bid complying with all conditions set forth in these bid documents. The delivery or completion date and skill and experience of the

bidder shall be factors considered in the awarding of the bid and may result in an award to a vendor other than the bidder quoting the lowest price. In the event that there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

10. SUBCONTRACTORS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

11. RIGHT OF THE TOWN TO TERMINATE PROJECT

In the event that any of the provisions of this bid are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the vendor of its intention to terminate the work, such notices to contain the reasons for such intention to terminate the work, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the project shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Town may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Town for any excess cost occasioned by the Town as a result of such termination.

12. PAYMENTS

Invoices shall be furnished to the Finance Director or his designee for verification and approval of the amount due the Contractor. Final payment will not be made until final acceptance by the Town of Southbury of all work. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignee.

13. GUARANTEE

All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the Director of Public Works or his designee. Where it is required for the Contractor to repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance or operation, such work shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be

responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs and schedules shall be maintained to reflect these items and their redress.

14. PRELIMINARY SCHEDULE

Advertisement for Invitation to Bid	October 15, 2025
RFI Deadline	November 5, 2025
Addendum Release (if necessary)	November 12, 2025
Bid Submission Date	November 19, 2025

15. INTERVIEW OF BIDDERS

The Town may choose to interview any or all bidders for the project after bids have been received to determine their qualifications and experience.

16. COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable laws, regulations, ordinances, OSHA, codes and orders of the United States, the State of Connecticut, and the Town related to its bid and the performance of the work described in the contract.

17. SCHEDULING OF WORK

If notified of the acceptance of this proposal within the acceptance period, the bidder agrees to promptly schedule the work and submit verification of having scheduled the work within five (5) working days of such notice unless otherwise mutually agreed upon. The successful bidder shall promptly commence the work and prosecute the work diligently for the duration of the project.

18. BID BOND

A bid bond must be furnished as bid security and duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company shall pay all payables associated with this job that are outstanding. The Town always reserves the right to reject surety companies. If an approved surety bond cannot be provided, the bidder shall be deemed non-responsive. Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

19. PERFORMANCE, LABOR AND MATERIALS PAYMENT BONDS

Performance, Labor and Materials Payment bonds in the amount of one hundred percent (100%) of the amount bid are required. Within ten calendar days following notice of any award, the Contractor shall furnish Performance, Labor and Materials Payment bonds to the Town of Southbury for the duration of the contract, covering faithful performance of the contract and payment of obligations arising hereunder. Such bonds shall be equal to one hundred percent (100%) of the full amount of the contract as a guarantee that the terms of the contract shall be complied with in every particular. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company shall pay all payables associated with this job that are outstanding.

20. WAGE RATES

The wages paid on an hourly basis to any mechanic, laborer or workman employed on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of such employee to any employee welfare fund as defined in subsection (i) of Section 31-53 of the General Statutes shall be at a rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

GENERAL PROVISIONS

1. INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify the Town against and save the Town harmless from any and all liability and loss from any claim, suit, or action based upon any alleged injury or death of any person including any employee of the Contractor or subcontractor, and for damage to any property that may occur or that may be alleged to have occurred in the course of the performance of the work, or from failure to guard the same, whether such act or failure to act is by the Contractor of any subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them maybe liable, and the Contractor agrees at its own expense to pay all charges for attorneys in connection with the defense against any such claim, and if any judgment should be rendered against the Town in any such action, the Contractor will satisfy and discharge the same without cost or expense to the Town.

Before commencing work, the Contractor shall obtain and deliver certificates of insurance to the Director of Public Works and during the performance of the work, the Contractor shall maintain insurance of the kinds and in at least the amounts specified hereunder in a form satisfactory to the Town; such certificates shall contain a provision that the Town shall be given thirty (30) days advance written notice by registered mail of, modification, change, termination, cancellation or expiration of, coverage. Renewal certificates shall be provided at least 60 days prior to expiration of the policy. With each Certificate of Insurance the contractor shall provide an endorsement naming the Town of Southbury as an "Additional Insured". Such endorsement shall include the following language "The Town of Southbury is an additional insured." The cost of such insurance shall be the sole responsibility of the Contractor. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.

Worker's Compensation Coverage and Employer's Liability Coverage A at Statutory
Limits in accordance Connecticut Law and Coverage B at limits of \$100,000/\$500,000/\$100,000.

Broad Form Commercial General Liability including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverage, written on a "per occurrence" basis with minimum combined coverage for bodily injury, personal injury, and property damage liability of \$2,000,000 general annual aggregate, \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate.

Comprehensive Automobile Liability, covering all vehicles used by Contractor in the course of work, including owned, non-owned and hired with minimum coverage of \$2,000,000 combined single limit for bodily injury and property damage.

Excess Liability with minimum coverage of \$ 2,000,000 in umbrella form.

If a policy written on a "Claims Made " basis is proposed for consideration as a substitute for the required insurance it shall be considered only if the Certificate states that the coverage is "claims made," the retroactive date is stated and is prior to or coincident with the date of the Contract,

evidence is provided that the policy is prepaid for a minimum of two years from the completion date of the contract or the Contractor provides an Extended Reporting Period endorsement or Prior Acts Coverage. The Town shall be under no obligation to accept a "Claims Made" policy.

All Coverage is to be provided on a primary noncontributory basis.

All insurance shall be provided by a company authorized to do business in the State of Connecticut and having an A.M. Best rating of no less than A-VIII.

The insurer shall agree to waive all rights of subrogation against the Town of Southbury, its officers, officials, and employees for losses arising from work performed by the Contractor for the Town.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

2. INSPECTION

The Director of Public Works shall be the Contractor's direct contact and periodic conferences will be held to review the status of work progress.

The Contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The Contractor shall be responsible for all conduct of his employees.

All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the Bid Documents.

The Town of Southbury reserves the right to establish the order of priority for completion of the various portions of the work and to delete any portion of the work upon notification of the Contractor.

The Director shall be the judge of the character, nature and fitness of all work and materials furnished under the contract and the amount, quality and classification of the several kinds of work for which payment is to be made and he shall decide as to the meaning, intent and performance of the contract. The entire work shall be done under his supervision and to his satisfaction, and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under the Contract.

Inspectors representing the Director may be authorized to inspect all work done and all materials furnished including the manufacture of said materials. Should a dispute arise as to the work performed or the materials supplied, the inspector may suspend the work or reject the material. The question of suitability will be decided only by the Director. The inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor approve or accept any portion of the work, or issue any instructions contrary to the plans and specifications. No advice given by the inspector shall be binding on the Town or release the Contractor from his

obligations. The inspector shall perform no other duties than to inspect the work or materials; he shall not interfere with nor take part in the management of the work.

3. DISCREPANCIES, ERRORS AND OMISSIONS

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Director shall be final and binding on both parties to the Contract. Each section shall be a complete job and work implied shall be done as if specified or shown on the plans or required for a complete job under the respective work and shall be done by the Contractor without extra charge. In the case of discrepancies between the drawings and the written specifications in general, the drawings shall be considered to supersede the written specifications.

4. CONSTRUCTION LAYOUT

Construction layout shall be the responsibility of the Contractor. The Town of Southbury Department of Public Works will provide no Construction Layout services for this contract.

5. CONTRACTOR SITE VISIT

Prior to bidding the Contractor shall visit the site and confirm existing field conditions.

6. SUBMITTALS

The Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work as required by the Director, all of which shall be subject to the approval of the Director.

7. ADDITIONAL PLANS TO BE FURNISHED AS REQUIRED

The general features of said work are shown on the Contract drawings on file in the office of the Director and the Director will furnish the Contractor with such additional plans as may be necessary to show the details of construction which are to be considered as illustrating the requirements set forth in the Contract and Specifications and are to be followed by the Contractor in carrying out the work done thereunder. When requested by the Director, the Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work, which shall be subject to the approval of the Director.

8. TRAFFIC CONTROL

The Contractor shall provide the services of uniformed traffic men at such locations and for such periods as may be necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or the Director may order for the control and direction of vehicular traffic and pedestrians.

9. CHANGES AND EXTRA WORK

The Director shall have the power and without notice, or approval of Surety, to alter and change the line, grade, plan, form, position, dimension or material of or for the work herein contemplated, or any part thereof, in a manner not inconsistent with the general layout or project. This may be done either before the signing of the Contract or after starting of the work, or the Director may order in writing any extra work which may be deemed necessary in connection with the work. The Director may increase or decrease the unit quantities in the Proposal. If such alteration diminishes the quantity of work to be done, it shall not be a basis for a claim for payment for damages for anticipated profits not received. An increase shall be paid for according to work actually done and at the prices established for such or like work in the Contract or, in case no such price is established, then at actual reasonable cost as determined by the Director and the Contractor, as Lump Sum or Unit Prices as mutually agreed to before starting work or at actual cost plus as agreed to.

For work done under "Cost Plus", the compensation shall be as follows:

- a. Monies actually paid for labor and foreman as required and as shown on the payroll plus 15% to cover insurance, taxes, social security, etc.
- b. Actual cost for material used on job.
- c. Power operated equipment as set forth in the equipment schedule applying to like jobs.
- d. If equipment rental rates are agreed to, no percentage shall be added to these amounts.

Full payment shall be the sum of the above items which apply plus 15% for overhead and profit. Any extra work by a subcontractor will be computed as above specified with 10% for overhead and profit for the General Contractor.

10. CLAIM BY CONTRACTOR FOR EXTRA WORK

Should the Contractor feel he has an extra payment due him for extra work performed or materials furnished or damages sustained in connection with any unit of the work, he shall present his claim in writing to the Director within ten (10) days after said extra work, furnishing extra materials or damages, itemized labor, material (including vouchers) and equipment used. The Director will review the claim and secure such advice and guidance from the proper authority or disinterested persons as may be necessary to properly settle said claim. No claim entered after ten (10) days or not in proper form will be accepted by the Director. A claim for extra work by the Contractor shall not be a reason to suspend works. The Contractor shall continue work during the resolution of the claim for extra work.

11. CONTRACTOR RESPONSIBLE FOR ENTIRE WORK UNTIL ACCEPTED

The Contractor shall have charge of and be responsible for the entire work until its final completion and acceptance, and any imperfect or unfaithful work or defective materials that may be discovered at any time before the final completion and acceptance of the work or work injured or destroyed by the elements or the public, shall be corrected immediately on the requirement of the Director.

The presence of an inspector shall not relieve the Contractor of responsibility because of failure due to poor materials or workmanship and if the work is obviously constructed in error.

12. PROGRESS SCHEDULE

The Director will require that the Contractor submit a schedule of his work. The schedule may be subject to amendment as work progresses. The Town of Southbury reserves the right to withhold periodic payments pending the submission of an updated schedule.

13. WORK AND MATERIALS TO BE OF BEST QUALITY

All work done and materials furnished shall be new and of the best quality customarily used in or furnished for installations of this type. All materials shall be used in conformance with the manufacturer's recommendations. The absence of requirements or details in the specifications or drawings which are usually included in first-class construction of this kind shall not excuse the Contractor for their omission in his work. The Director will reject all defective or damaged materials or any material not in his opinion in conformity with the specifications. Materials rejected shall be set aside, conspicuously marked and removed from the site promptly. The Contractor shall furnish the Director with copies of delivery slips showing weights and/or volume of materials delivered, if so requested. If requested by the Director, the Contractor shall furnish test reports, mill certificates and/or samples for testing by the Director.

14. DEFECTIVE WORK

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein specified, and any defective work shall be made good, and any unsuitable materials shall be rejected, notwithstanding that such work and materials have been previously overlooked by the Director and accepted or estimated for payment. This shall cover any material furnished by the Town which shall be damaged or rendered defective by handling or improper installation by the Contractor, his agents or employees and shall be made good and replaced at the Contractor's own expense.

15. WORKERS, SUPERVISION, AND MAINTENANCE

The Contractor shall employ only competent, faithful, skilled, and proficient tradespeople to do the work required of them, and whenever the Director shall inform him that any man on the work is in his opinion incompetent or unfaithful, he shall discharge him from the work and shall not again employ him for work under this Contract. Helpers and Apprentices may be used, but only under direct supervision of the Job Foreman.

The Contractor shall keep a competent superintendent on the Project whenever work is being done, who shall receive orders in the Contractor's absence and shall obey them as if received by him personally.

Any Contractor whose place of business is located outside the Town must make arrangements satisfactory to the Director for emergency repair work or protection that may be necessary during

periods of shutdown of the work. If this is not done, the Director will make arrangements and any cost will be deducted from monies due the Contractor.

16. COMPLIANCE WITH LAW

The Contractor shall keep himself informed of all existing laws, State, Federal, Municipal Ordinances and Regulations affecting those employed and any affecting the conduct of the work and shall protect and indemnify the Town of Southbury, its officers and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order of decree, whether by himself or his employees. All work performed and equipment used shall comply with all pertinent OSHA, Federal, State and Local Regulations.

17. OCCUPYING PRIVATE LAND

The Contractor shall not (except after written consent from the owner) enter or occupy with men, tools, material or equipment, any land outside the rights of way or property of the Town. Neither shall he nor his men remove anything from any private land without proper written authority. In general, the Contractor shall park his equipment and store his material on the Town property or if approved, within the public street or on the Town right of way.

18. FIRE HYDRANTS

No material or other obstructions shall be placed within fifteen (15') feet of any fire hydrant which must at all times be readily accessible to the Fire Department. No hydrant shall be opened at any time without permission of the Fire Department.

19. CONVENIENCE OF PUBLIC

One-way traffic on all streets shall be maintained at all times, except as otherwise approved by the local traffic authority, then detours must be provided. Closing of streets and detours must be approved by the Director of Public Works, the Police Chief and the Fire Chief through the Director. Plans identifying signing, detour routes, etc. must be submitted to the Director for approval by the Town. The Contractor shall provide all signs, barricades, flashers, batteries, etc. as required by the Town; the cost of which is considered included in the Traffic items of the Bid Proposal.

During the progress of the work the convenience of the public and of the residents along the street must be provided for as far as possible. No Public Street, or sidewalk, or private driveway shall be blocked after completion of the day's work except due to unavoidable circumstances or as authorized by the Director.

20. WATER

The Contractor must make arrangements for securing water needed as part of the work and it shall be classed as materials furnished by the Contractor with cost included in the several items of the Contract.

21. OBLIGATION AND LIABILITY OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools and appliances unless otherwise specified and everything necessary or proper for performing and completing the work and within the time specified herein. He shall complete the work to the satisfaction of the Director and at the prices in the Proposal or as agreed under extra work.

The Contractor shall coordinate his operations with other contractors that may be working in the project area.

The Contractor shall take all responsibility for work done under this Contract, for protection of work, for injuries to employees, for injuries to the public and damage to property and utilities on or about the work and the responsibility of anyone hired by him directly or indirectly. The Contractor shall assume the defense of all claims of whatsoever character against the Contractor, the Town, and shall indemnify, save harmless and insure the Town, its officers or agents against all claims arising from the work under this Contract.

If, at any time, in the opinion of the Director, work is not properly lighted, barricaded and in all respects safe, both in respect to the work completed or to public travel or for the workmen and/or adjacent property, public or private, and circumstances are such that the Contractor after being notified, or if he cannot be readily reached, or he cannot or does not remedy the conditions immediately, then the Director may have the conditions rectified and the Contractor shall pay all expenses for said material, labor, etc., or it may be deducted from monies due him. Such action of the Director, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

The Contractor shall execute the work in such a manner as to prevent accidents or injury to persons and to interfere as little as possible with public travel; and shall provide railings or suitable barricades to exclude persons and animals from open trenches and obstructions; and shall employ a watchman or additional safeguards when and as required or necessary. Warning signs shall be provided on streets adjacent to the project for 100 feet before beginning of construction and maintained until final acceptance or the approval of the Director secured. These shall be properly lighted from sundown to sunrise. Color of all warning lights shall be amber. Barricades and lights shall be maintained along the line of open excavations, closed sections of road; and from sundown to sunrise shall have sufficient warning lights.

If the Contractor, upon order of the Director or his agent, does not comply with the above, the Town may take such steps as are necessary and deduct the cost from monies due the Contractor. Such action of the Director, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

22. SUBLETTING OR ASSIGNMENT

The Contractor shall not sublet any portion of the work without written permission. In no case may he sublet more than 49% of the monetary value of the Contract. The major units of work of the Contract shall be performed by the Contractor.

If the Contractor sublets any part of the work, this does not relieve him or the bonding company of liabilities and obligations to the Town. There is no contractual relationship between any subcontractor and the Town. The Director deals only with the Contractor; subcontractors are recognized as employees only.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Director in conjunction with that of the Mayor. Disposal must be for a cause only.

23. WORK AREA

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or Town or private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the Town, or residents caused by the Contractor in the prosecution of the work.

The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the full satisfaction of the Director. Access to the work on easements or right-of-ways shall be from the Town street directly to the work site; no access will be allowed from private property.

During the work, the Contractor shall not deposit material in such a manner so as to block or interfere with normal traffic and/or vehicles within the travel way. The Contractor shall erect adequate barricades as required to protect vehicles and/or pedestrians from the work area.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain all constructed surfaces (street, driveway, sidewalk, etc.). Settlements shall be repaired to the full satisfaction of the Director at the Contractor's expense. Should the Contractor fail to perform such work upon order of the Director within a reasonable time, the Director will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

The Contractor shall make arrangements for disposal of surplus construction materials. The cost of disposal, landfill permits, associated dumping fees, shall be considered included in the total bid amount. The job site shall be left in a clean condition meeting the full satisfaction of the Director.

24. PROGRESS AND FORFEITURE OF CONTRACT

If at any time the Director shall be of the opinion that the said work is unnecessarily delayed, and will not be finished in the prescribed time, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith, he shall notify the Contractor, in writing, to that effect. If the Contractor does not, within five (5) days thereafter, take such measures as will in the judgement of the Director insure the satisfactory completion of the work, the Director may then, in writing, notify the Contractor to discontinue all the work under the Contract. The Contractor shall immediately respect said notice and stop work and cease to have any rights to possession of the ground and shall not remove any portion of the plant or any materials

after receiving such notice. The Director shall notify the Contract Surety, in writing, of his action and the reason(s) for such action. The Director shall report his actions to the Town together with the reason(s) for such actions.

The Town shall take such action as it deems necessary to complete the work under the Contract to the Town's satisfaction. The Town may rescind the Director's notice to the Contractor to discontinue work and order the Contractor to complete the Contract within such terms as it may specify or the Town may inform the Contract Surety of its (Contract Surety's) responsibility to complete the work as specified under the terms of the Contract. Surety shall elect to complete the work or have the Town complete it. If the Town completes the work, it shall thereupon have the power to direct the Director to place such and so many persons as he may deem advisable by contract, or otherwise, to work at and complete the work herein described and to use such materials as he may find upon the line of said work, or to procure other materials for the completion of the same and to charge the expense, whether of labor or materials, or otherwise, to the Contract and the expense so charged shall be deducted and paid by the Town out of such monies as may be then due or may at any time thereafter become due to the Contractor under and by virtue of the Contract or any part thereof; and in case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, said Surety shall be entitled to receive the difference. In case such expense is greater, the Contract Surety shall pay the amount of such excess due to the Town.

25. STREET AND PRIVATE PROPERTY TO BE LEFT CLEAN, MAINTENANCE OF ROAD SURFACES

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or Town or Private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the Town or residents along the street caused by the Contractor in the prosecution of the work. The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the satisfaction of the Director. Access to the work on easement or right of way shall be from a Town street directly to the work site; no access will be allowed from private property.

During the construction, the Contractor shall not deposit excavated material within the travel way in such a manner so as to block or interfere with the flow of traffic within the travel way. Such excess material shall be trucked to a suitable stockpile or disposal site. The Contractor shall erect such barricades as may be necessary to prevent vehicles from driving over any area, public or private, outside the travel way of the street.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain the street surface. Settled trenches shall be filled and potholes patched with suitable bituminous paving material as a part of the several bid prices for items of the Contract. Should the Contractor fail to perform such work upon order of the Director within a reasonable time, the Director will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

26. EXCAVATION, BACKFILL AND SURFACING

The term excavation used in the specifications shall mean the removal to line and grade and the satisfactory disposal of all materials encountered and the removal of all obstructions necessary to the preparation of the subgrade of all proposed improvements. All surplus excavated material shall be legally disposed of off the site by the Contractor. This shall not be considered as an extra but shall be included in the overall bid.

27. DELAY IN TIME OF COMPLETION, NO CLAIM FOR DAMAGES

The Town may reasonably delay the beginning of the work or any part thereof, if necessary because of weather conditions. The Contractor shall have no claim for damages on account of said reasonable delay, but if a time clause is carried in the Contract, so much additional time shall be allowed as the Director computes such delay has influenced the completion by the Contractor. The Director shall certify such additional time in writing.

In case the Contractor shall suffer damage from loss of time, where the same is caused by or under the direction of the Town, the condition of the weather, or by any circumstances so unusual that they could not be foreseen previous to or avoided during the construction of the work (all of which shall be determined by the Director who shall certify the same in writing); the time during which work was so suspended shall be excluded and the time of completion extended by a corresponding number of days.

Neither an extension of time for any reason beyond the date fixed for the completion of the work, nor the acceptance of any part of the work comprised in these specifications subsequent to the said date, shall be deemed to be a waiver by the said Contractor of the right to abrogate the Contract for abandonment or delay in the manner herein provided.

28. UTILITIES AND PIPES ENCOUNTERED

The location of existing structures and pipes if shown on the drawings are in accordance with the best available information in the Town's possession. The completeness and accuracy of said information is not guaranteed and the Contractor shall have no grounds for additional compensation because of their variation or encountering pipes and structures not shown on the drawings.

No borings have been made unless noted on the plans and the Town presents no information concerning soil, groundwater or rock and because of encountered conditions other than shown on the drawings, the Contractor shall have no grounds to claim additional expense due to lack of such information.

If pipes or appurtenances of the Town are encountered, which in the judgment of the Director must be moved, then that work shall be done as an extra work order. This extra compensation does not apply to pipes or appurtenances of a utility, which the utility itself moves. If conditions call for relocation; unit prices govern for that work, if applicable, otherwise it shall be under extra work order.

The Contractor shall contact "Call Before You Dig" to have all utilities locate and mark their pipes and structures prior to his beginning work.

No extra will be allowed or paid for except as hereinbefore stated for "Extra Work".

29. STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall make arrangements to store his material, vehicles, equipment, etc.

During the prosecution of the work, the Contractor shall not store material, equipment, vehicles, etc. within any travel way in such a manner so as to block or interfere with the flow of traffic within the travel way.

30. GUARANTEES

The Contractor shall guarantee all his work to be free from defects due to workmanship or material used for a period of one (1) year from the final completion of all work on the Contract. Said one (1) year period shall begin on the date of acceptance of the work by the Town.

Should the Contractor, during the guarantee period upon notification by the Director in writing within five (5) days, fail to begin making necessary repairs to the satisfaction of the Director, action may be taken by the Director to have the repairs made either by using the Town's own men and equipment, by force account or cost plus method, or by contract between the Town and a contractor selected by the Town. The cost shall be taken from monies due the Contractor. Any cost exceeding that held shall be paid by the Contractor or the Town may call upon the bond Surety to pay said extra cost.

31. CONTRACTOR, HIS INSURANCE CARRIER AND BOND SURETY, LIABLE FOR CLAIMS OR DAMAGES

It shall be the duty of the Contractor and his Insurance Carrier and Bond Surety to indemnify and save harmless the Town from all suits or actions of any name or description, brought against them or the Town for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his agents or employees in the construction of the work, or in consequence of any negligence in guarding the same or any improper materials used in its construction or by or on account of any act or omission of the Contractor, his agents or employees.

32. PARTIAL PAYMENT ESTIMATES

Within three (3) days after the end of a month in which substantial work has been performed, the Director will prepare an estimate of the work performed to date and the amount of monies due the Contractor for said work. The Director shall utilize all available job records in preparing said estimate including requests for payment by the Contractor. The payment estimate shall be the total number of units of work completed in acceptable manner at the unit price (or % of the lump sum price) stated in the Proposal. Extra work will be computed and paid as stated on the Extra Work Order accepted by the Contractor and approved by the Town. The payment estimate shall be

submitted to the Contractor and he shall indicate his acceptance by signing said payment estimate. The payment to the Contractor shall be in the amount of 95% of the estimated amount due, minus previous payments and minus any monies retained by the Town for purposes hereinbefore specified. Payments shall be made to the Contractor as soon as disbursement policies of the Town allow, generally within 30 days of approval of the payment.

The amount retained shall be held by the Town until final completion of the work. Partial payments do not constitute acceptance of the work or any portion thereof. The presence of the Director, or his representative, on the work or inspection of said work in progress does not constitute acceptance of the work, materials used or furnished until final completion of the entire work contemplated under the Contract.

33. FINAL PAYMENT

Upon completion of all work under this Contract in acceptable manner, the Director will certify to the Contractor in writing completion of the work in conformance with the plans and specifications. The Director will then prepare "as built" quantities as measured during and/or upon completion of the work. When the whole work is confirmed to be fully complete in conformance with the plans and specifications with no defects, the Director shall prepare a final payment, which payment shall be all monies due the Contractor for the total work performed under this Contract less previous payments, monies deleted for uncorrected deficiencies, or Payments of claims or damages to others paid by the Town resulting from actions under this Contract. The final payment will not be made until the Town is satisfied that said Town, its agents and employees, are not liable to suits and claims resulting from work under this Contract and that all bills for labor and materials used in the Contract have been paid in full.

The Contractor will be required to sign a certificate that this final payment liquidates the Contract and releases the Town from any claims by him under the Contract. Said final payment will be made to the Contractor as soon thereafter as the disbursement policies of the Town permit. The final payment to the Contractor will constitute final acceptance of the entire work by the Town of Southbury.

SPECIAL PROVISIONS

1. SCOPE OF WORK

The work to be completed under this bid shall include, but not necessarily be limited to, mobilization and demobilization, installing pedestrian safety improvements along Main Street South and Poverty Road, and miscellaneous associated work. It is intended that this project be completed as directed by the Director of Public Works or his designee in accordance with the unit prices bid.

The Town reserves the right to decrease the scope of the work to be done and to omit any work in order to bring the cost within available funds. To this end, the Town reserves the right to reduce the quantity of any items or omit any or all items as set forth in the bid at any time prior to the contractor's placement of an order for materials. The Town further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Town of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted. No adjustment will be made in the unit price shown for any item in the bid schedule regardless of the quantity performed. This bid may be extended to include other similar work by mutual agreement of the Town and the contractor. No provision of this bid shall prevent the Town from bidding or awarding individual or separate contracts for projects containing identical or similar items of work as contained in this bid. The provisions of this bid may be extended to include other similar work by mutual agreement between the Town and the contractor.

2. PROJECT BID PRICES

It is the intent of this bid proposal to establish unit prices for installing pedestrian safety improvements along Main Street South and Poverty Road, which unit prices shall include full compensation for all administrative costs, overhead, insurance and bonding costs and for furnishing all labor, supervision, materials, supplies, transportation, tools, equipment, and for performing all work in connection with and reasonably associated with the designated item of work, to be completed in place, as directed and as described in the specifications. The project shall be under the care and control of the Contractor during any assigned task until such time as it is completed and accepted by the Director of Public Works or his designee. The Contractor shall be responsible for well and faithfully performing all work assignments as directed; for the means and methods of construction; for all costs arising from the nature of the work or from any unforeseen difficulties which may be encountered during the performance of the work; and for all losses or damage from the action of the elements during performance of the work. The various unit prices shall be full compensation for all costs of the project while under the care and control of the Contractor.

3. DURATION OF BID PRICES

It is specifically understood that the bid prices established in this proposal shall remain in full force and effect until December 31, 2026 and may continue in effect until December 31, 2027, if mutually agreed by both parties.

4. SCHEDULE AND TIME OF COMPLETION

The anticipated date of commencement for work is April 2026.

The Director of Public Works or his designee and the Contractor shall establish a reasonable date for the commencement of work. They shall also establish an allowable period of time for the completion of the work in accordance with the project manual. The date for completion shall be calculated from the agreed upon date for the commencement of the particular assignment. The Contractor shall be required to complete all work including final restoration and cleanup within the stipulated time period.

Prior to commencing any related tasks the Contractor shall notify the Director of Public Works or his designee of the date he intends to actually begin work.

If the Contractor anticipates that his operations will impede or interfere with the normal flow of vehicular traffic he shall also coordinate his work schedule with the Police and Fire Departments of the Town.

Should the low bidder not be available to complete an assigned project within a timeframe acceptable to the Director of Public Works or his designee, then the Director may award that part of the assignment to another bidder provided the other bidder agrees to work for the unit prices established by the low bid. The Town reserves the right, as its sole discretion, to award a particular item or items of work to other than the low bidder when another bidder has demonstrated the clear ability to perform that particular item of work in a more qualified manner and to provide a higher quality finished product.

5. LIQUIDATED DAMAGES

The contractor will proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood and agreed by and between the contractor and the Town that the established times for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the contractor should fail to complete the work within the allotted times, or extension of time granted by the Town, then the contractor and his sureties shall be liable for and shall pay to the Town for each and every calendar day that he shall be in default in completing any given assignment in the time stipulated above, the sum of \$800.00 (eight hundred dollars). This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages, which the Town will suffer by reason of such default, time being of the essence of the contract, and a material consideration thereof.

The Town shall have the right to deduct the amount of any such damages from any monies due the contractor.

6. INDEMNITY CLAUSE

The Contractor shall, at all times, indemnify and save harmless the Town, the Director of Public Works and their agents and employees from and against all loss and expense (including attorney fees) by reason of liability imposed by law upon the Town or the Director of Public Works for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Contractor, his subcontractors, the Town, or the Director of Public Works, their agents or employees, except only such injury or damage as shall be determined by a court of law to have been caused by the sole negligence of the Town or the Director of Public Works.

7. COORDINATION OF SPECIFICATIONS, PLANS & OTHER PROVISIONS

All work shall conform to the relative provisions of one or more of the following; the Director of Public Works or his designee shall be the sole judge of which governs:

- a. Technical specifications and plans which are published and included as a part of the bid documents.
- b. The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 819 amended to date and the standard drawings.
- c. The Town of Southbury Specifications for Public Improvements.

The Contractor shall take note that the above references shall become a part of the bid as though they were included with this proposal and it shall be the sole responsibility of the Contractor to obtain these reference materials. The enforcement of the requirements of any special provisions shall not be construed as waiving any of the rights of the Town contained in any of the other provisions of the bid documents. Should a conflict arise between the above-mentioned construction specifications, then they shall prevail in the order in which they are listed above.

The Town shall have the sole and absolute discretion to determine whether any provision of Form 819 shall be applied with respect to any issue which may arise between the parties.

8. DRAWINGS

The contractor shall refer to the drawings furnished by the Town of Southbury and its consultant engineer at time of bidding.

9. SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to the Department of Labor, Office of Safety and Health Administration regulations, and suggested practices.

10. LINES, GRADES AND MEASUREMENTS

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the specifications.

During the performance of the work, he shall make all necessary measurements to prevent misfitting in said work and be responsible therefore, and for the accurate construction of the entire work.

11. PERMITS AND FEES

The Contractor shall, at his sole expense, secure or obtain all necessary State, Local or Federal permits or licenses required to operate and contract as a Contractor. The Town warrants that all necessary permits for the local Planning, Zoning and/or Inland Wetlands Agencies have been obtained by the Town of Southbury.

The Contractor is hereby notified that all permit approvals (contained elsewhere in these specifications) shall be made a part of this Contract, and that the Contractor shall be bound to comply with all requirements of such permits and permit applications as though the Contractor were the permittee.

The requirements and conditions set forth in the permit shall be binding on the Contractor just as any other specification would be. In the case of a conflict between a provision of the environmental permit or permit application and another provision in the contract documents, the former shall govern.

12. PUBLIC TRAVEL

Roads, including driveways, sidewalks, and crosswalks, shall not be closed to traffic in order to facilitate the Contractor's operations. Should it be necessary to temporarily halt traffic it shall be for as short a time as possible but in no case more than (1) one hour without permission of the Director of Public Works or his designee. Roads, driveways, sidewalks, and crosswalks shall only be closed while work is actually in progress and passage shall be restored as soon as possible. The Contractor shall park all vehicles and equipment so as not to impede the safe and efficient access to abutting properties.

13. CALL BEFORE YOU DIG

The Contractor's attention is called to the fact that they are obligated, by State Law, to notify the Public Utilities Control Authority (1-800-922-4455 or dial 811) 48 hours prior to beginning any digging or discharging of explosives. This "Call Before-You-Dig" system will assure that each utility company will have marked its lines in the field before any digging activity commences. The Contractor assumes all responsibilities for any damage to the various utility services, and all liabilities arising there from.

The Contractor shall make the necessary arrangements with the respective Utility Companies and provide grades for the resetting and adjusting of private utility lines, if necessary. This coordination and/or fieldwork required shall not be considered extra work or as a basis for extending the time for completion.

The Contractor is hereby notified that all utility specifications contained elsewhere herein shall be made a part of this contract, and that the contractor shall be bound to comply with all requirements of such specifications. The requirements and conditions set forth in the subject specifications shall be binding on the contractor just as any other specification would be.

14. UTILITIES

Utilities which may be located within the area and which may be adjacent to the construction work are owned by the following:

- a. Communications – Frontier Communications, Crown Castle Fiber
- b. Water Mains & Services – The Connecticut Water Company, Aquarion Water Company
- c. Electricity – Eversource Energy
- d. Gas Transmission – Eversource Energy, Algonquin Gas Transmission Company
- e. Sanitary Sewers – The Connecticut Water Company
- f. Storm Drains - Town of Southbury and/or State of Connecticut
- g. Cable TV – Charter Communications

The above list is not intended to be all inclusive and is included for the Contractor's convenience. The Contractor shall be responsible for identifying each utility involved in or adjacent to the work and he shall make all the necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the areas of construction and he shall take all necessary precautions to avoid damage to existing utilities. Any cost of temporary relocations for the Contractor's convenience shall be paid for by the Contractor.

The Contractor shall avail himself of the Connecticut Underground Utility Protection Plan ("Call Before You Dig"), Box 1562, New Haven, Connecticut, (Telephone Toll Free, 1-800-922-4455) for notifications of utility companies, prior to excavating.

A 10-foot minimum clearance is to be provided from any unprotected overhead electric lines. The Contractor may need to adjust means and methods to accommodate this requirement, at no additional cost to the Town.

Representatives of the various utility companies shall be allowed access to work.

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

Any damage to any existing utility shall be repaired including all materials, labor, etc., to the engineer's satisfaction at no cost to the Town.

Utility poles within the project limits will remain in place and require support during excavation and construction operations. Contractor shall coordinate support requirements with the applicable utility company for support requirements.

Contractor shall maintain proper clearances from overhead utilities and comply with all Local, State, and Federal regulations including OSHA. Particular attention will be required during installation of storm drainage improvements.

Coordinate all work that may interfere with existing utilities with respective utility companies. See specifications.

Overhead, elevated, or underground utility lines may be in conflict with required temporary or permanent construction, or the equipment necessary to perform this required construction. Depending on the Contractor's methods of construction, these utilities may need to be temporarily relocated for portions of the construction period and then moved back to permanent locations which may be other than their current locations. The Contractor is required to coordinate the exact location and timing of all utility relocations with the individual utility owners, and to phase his construction operations as required to accommodate all (temporary or permanent) utility relocations. In addition to field meetings and correspondence, this coordination may include staking of locations, excavation and temporary grading, providing access to existing and future utility pole and conduit locations, or other physical work as required to allow for utility relocation work. The Contractor shall engage in the necessary coordination of utility relocations and associated work at no additional cost to the project or owner, and shall have no right to additional compensation for staging and phasing of his work as a result of utility relocation work. The Contractor is responsible for coordinating utility relocation; the Municipality has the statutory authority for directing a utility to actually relocate.

Failure of the utility companies to relocate their facilities in a timely manner will not constitute the basis of a claim for additional compensation.

15. PREQUALIFICATION REQUIREMENT

The Municipality shall only award the subject contract to a bidder that has been prequalified, prior to the opening of bids, by the Connecticut Department of Transportation, for Group 3 (Concrete Restoration) and Group 13 (Traffic Control and Illumination/Electrical).

16. 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.

17. PRE CONSTRUCTION MEETING

A pre-Construction meeting will be held between the contractor and the engineer to further define the limits of construction as detailed in this document. The contractor shall be aware that the quantities shown on the bid sheet are approximate and actual amounts / limits will be set at this meeting.

18. VERIFICATION OF EXISTING CONDITIONS

Included in this contract is the modification, alteration and/or addition to existing structures. 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.

19. UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES

If historic properties are unexpectedly encountered during Project construction, the contractor will immediately cease all construction activities in the immediate vicinity that may reasonably be assumed to affect the historic properties. Any historic property discoveries shall to the extent possible be protected in situ to allow for consultation among the Parties and the Tribes. The historic properties may be preserved in situ or mitigated on a case-by-case basis in consultation with the Parties and the Tribes. No artifacts are to be removed from the site unless approved by all parties. Notwithstanding anything to the contrary herein, the curation and disposition of any cultural resources shall be consistent with 36 C.F.R. Part 79 and other applicable law. If human remains are unexpectedly encountered during Project construction, the remains will be treated in a respectful manner and in accordance with the respective laws of the State of Connecticut (Connecticut General Statutes Chapter 184a Section 10-388) and State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, Section 1.10.06.

20. FLOOD CONTINGENCY PLAN REQUIREMENTS

The Contractor is hereby made aware that under "Article 1.10.03 – Water Pollution Control" of Form 819, as amended by the Supplemental Specifications, the Contractor is required to submit a contingency plan for flood events, in writing, to the Municipality or its authorized agent for approval. The contingency plan must be submitted by the Contractor and approved by the Municipality or its authorized agent prior to the commencement of any Project construction in the waterway.

21. NO STORAGE OR STAGING OF MATERIALS WITHIN FLOODPLAIN WITHOUT REVIEW AND WRITTEN APPROVAL

The Contractor is hereby made aware that, in conformance with the approved environmental permits and with the Best Management Practices outlined under Section 1.10 – Environmental Compliance of Form 819, as amended by the Supplemental Specifications, the contractor shall not store or stage any materials or equipment within the Floodplain without prior review and written approval by the Engineer.

The Contractor shall submit a written plan detailing the materials and/or equipment to be stored or staged from with the floodplain, including such details as the presence of any materials that are potentially hazardous, buoyant, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life. No materials or equipment shall be stored or staged from within the Floodplain until the plan described above has been reviewed and approved by the Engineer.

22. 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. The maximum allowable level of noise at the nearest residence or occupied building shall be 90 decibels on the "A" weighted scale (dBA). Any operation that exceeds this standard will cease until a different construction methodology is developed to allow work to proceed within the 90-dBA limit.

23. PROJECT SPECIFIC TESTING REQUIREMENTS

All testing of products and materials utilized on this project shall be in conformance with Form 819; with the latest Supplemental Specifications and the project's supplemental specifications unless otherwise noted or amended.

24. 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".

25. TIME OF YEAR RESTRICTIONS

The Contractor is hereby notified of the following time of year restrictions:

Tree and vegetation clearing: The Contractor is hereby alerted to the time of year restrictions imposed by the CTDOT Office of Environmental Planning (OEP). Tree and vegetation clearing work will only be allowed between November 1st and April 14th.

26. OFF-SITE DISPOSAL

Should the contractor find it necessary to dispose of surplus or unsuitable material outside of the project limits, he shall secure a written agreement with the property owner at the proposed dumping site. This written agreement shall contain a clause specifically stating that the Town of Southbury is not a party in the agreement and is not liable to ensure that its provisions are fulfilled. Said agreement shall be submitted to the Town for approval before any off-site work commences. The contractor agrees to indemnify the Town against and save the Town harmless from any and all liability and loss from any claim, suit, or action resulting from said work agreement(s).

27. SUBCONTRACT WORK

Should it be necessary for the contractor, in the sole opinion of the Director of Public Works or his designee, to hire subcontractors to undertake certain specialized items of work for which unit prices have not been bid, i.e. blasting, paving, pavement grinding, tree removal, surveying,

dewatering, etc. then the contractor shall obtain quoted prices for the work from a number of potential subcontractors as directed by the Director of Public Works or his designee.

The Director of Public Works may accept the proposal of one of the subcontractors or require the contractor to obtain additional quotes.

The contractor shall accept as full and complete payment for such work the quoted price of the approved subcontractor, plus a 10% markup.

CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

A. DEFINITIONS. The following definitions shall apply to this Ordinance:

- a. **Public Official (or Public Office).** An elected or appointed official, whether paid or unpaid, full or part-time, of the Town of Southbury. This includes being a member or alternate member of any board, committee, commission or agency that exists in the Town of Southbury government.
- b. **Town Employee (or Town Employment).** A paid employee, full or part-time, of the Town of Southbury.
- c. **Ethics Commission.** The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
- d. **Conflict of Interest.** A conflict of interest shall be deemed to exist if any Public Official or Town Employee has a Direct Interest or an Indirect Interest, in any purchase, contract, transaction, or decision involving his/her office, board, commission, agency or employment.
- e. **Direct Interest.** An interest of a Public Official or Town Employee or any business, investment, or property in which such Public Official or Town Employee is an owner, member, partner, officer, employee or stockholder or has any other form of participation, that is a Financial Interest or an Adverse Interest in any purchase, contract, transaction or decision involving his or her office, board, committee, commission, agency or employment.
- f. **Indirect Interest.** An interest of a family member within the fourth degree by blood or marriage or a person engaged in a close business relationship with a Public Official or Town Employee in any purchase, contract, transaction or decision involving the Public Official's or Town Employee's office, board, committee, commission, agency or employment which, if held by the Public Official or Town Employee directly, would meet the definition of a Direct Interest.
- g. **Financial Interest.** A Financial Interest shall be deemed to exist if a person or entity with a Direct Interest or an Indirect Interest as defined herein might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any Town purchase, contract, transaction, decision or employment.
- h. **Adverse Interest.** An interest that is adverse to the interests of the Town with respect to the matter under consideration.
- i. **Material Conflict of Interest.** A conflict of interest shall be deemed to be material where a reasonable person would conclude that a Financial Interest or Adverse Interest:
 - i. Is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
 - ii. Would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

B. DECLARATION OF POLICY.

The proper operation of the government of the Town of Southbury requires that Public Officials and Town Employees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that Public

Officials and Town Employees not use their positions for personal gain; and that the general public have confidence in the integrity of its government.

This Ordinance sets forth standards of ethical conduct to maintain and enhance responsible and effective public service by our Public Officials and Town Employees in the performance of their duties.

In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, committee, commission, agency or employee, or any member of any Town board, committee, commission, or agency, or for challenging a decision, license, permit or other action of a Town Employee, board, committee, commission or agency or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

C. DISCLOSURE OF CONFLICT.

Any Public official or Town Employee who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

Any Public Official or Town Employee who is a member of any Town board, committee, commission or agency who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board, committee, commission, or agency and such disclosure shall be recorded in the board's, committee's, commission's or agency's minutes.

D. DETERMINATION OF MATERIALITY.

In the event that a disclosure or a claim of a conflict of interest with respect to any Public Official or Town Employee has been made to the Ethics Commission, and the Public Official or Town Employee does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the Ethics Commission shall promptly inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

In the event that a disclosure or a claim or a conflict of interest with respect to any Public Official or Town Employee who is a member of a Town board, committee, commission or agency has been made to such board, committee, commission, or agency and the member does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the board, committee, commission or agency shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

E. DISQUALIFICATION.

If it has been determined that a material conflict of interest exists, the Public Official or Town Employee who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Public

Official or Town Employee may disqualify himself/herself even though the conflict of interest is not material.

F. CLAIM OF CONFLICT.

If a formal written complaint is made to the Ethics Commission that any Public Official or Town Employee has an undisclosed conflict of interest, the Ethics Commission shall record and act upon the claim in accordance with its procedures as outlined in Section J.

G. GIFTS AND FAVORS.

No Public Official or Town Employee shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$25.00.

H. REPRESENTATION.

Without the prior written consent of the Ethics Commission, no Public official or Town Employee shall appear for compensation, except on behalf of the town, before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

Without the prior written consent of the Ethics Commission, no current or former Public Official or Town Employee shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

No current or former Public Official or Town Employee shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

No former Public Official or Town Employee who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

I. INDEPENDENT CONTRACTORS.

Before hiring any consultant, independent Contractor or other advisor, the Public Official, Town Employee, board, committee, commission or agency that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board, committee, commission, or agency).

Prior to hiring any independent Contractor with a conflict, the Public Official, Town Employee, board, committee, commission or agency proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor

or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information acquired while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

J. PROCEDURE.

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals who are former Public Officials or Town Employees. Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

K. PENALTIES.

Any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from Public Office or Town Employment, as the case may be, in the manner provided by law as recommended by the Ethics Commission with action by the Board of Selectman.

Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable as recommended by the Ethics Commission with action by the Board of Selectmen.

Any violation of this Ordinance with respect to any decision of a board, committee, commission or agency shall be subject to any remedies deemed proper as recommended by the Ethics Commission with action by the Board of Selectmen and permitted by law.

The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

L. CONCURRENT OFFICES.

No Town Employee shall serve on any board, committee, commission or agency to which the Town Employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, a Town Employee may serve on any board, committee, commission or agency in an advisory capacity.

Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Public Office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

The restrictions set forth in Section L. 1 and Section L. 2 shall not apply to membership on any temporary or advisory only committee, task force, working group, or the like.

Subject to the restrictions set forth in applicable law, or by the Charter or by Ordinance, and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent

the appointment of the same person to more than one Public Office, provided the offices are not incompatible, provided the duties of the offices to which he/she is appointed may, in the opinion of the Ethics Commission, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

M. MEETINGS.

Members Attendance. Public Officials who are members of boards, committees, commissions, and agencies are expected to attend all meetings of such boards, committees, commissions and agencies or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if public officials who are members of boards, committees, commissions, and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed members of boards, committees, commissions and agencies.

Alternates' Attendance. Public Officials who are alternate members of boards, committees, commissions and agencies are expected to attend all meetings of such boards, committees, commissions and agencies, or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are alternate members of boards, committees, commissions and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed alternate members of boards, committees, commissions and agencies.

Voting. All Public Official members or seated alternate members of boards, committees, commissions and agencies who are qualified to vote, shall vote on all matters upon which a vote is held by such board, committee, commission or agency unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

Statement of Reasons. In every case where the action of any board, committee, commission or agency is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

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INTRODUCTION TO THE SPECIAL PROVISIONS

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, dated 2024 is hereby made part of this contract. The Standard Specifications as defined below shall apply to the various items of work which constitute the construction contemplated under this Contract except as amended, supplemented or replaced by the Special Provisions of this Contract and as described herein.

Within the Standard Specifications and Special Provisions of this Contract, the following definitions shall apply:

1. Standard Specifications: Shall mean the State of Connecticut Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, dated 2024.

CTDOT, District, State, Department, Commissioner

Town of Southbury or its Engineer, Project Manager, Inspector or other authorized representative or agent of the Owner.

Inspector/Engineer

Engineer, Project Manager, Inspector or other authorized representative or agent of the Owner.

Laboratory

Contractor responsible for conducting and paying for all testing required. Laboratory shall be CTDOT approved.

2. Applicable Safety Code: Shall mean the latest edition including any and all amendments, revisions, and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", the State of Connecticut Labor Department, "Construction Safety Code", or State of Connecticut "Building Code", whichever is the more stringent for the applicable requirement.
3. Items: Reference within the text of these Specifications to Items without a number but a title only, are Technical Specification Items within this Contract. Sections or Articles referred to with a number refer to the Standard Specifications defined above.
4. Local Regulatory Agency(ies): is defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the Scope of this Contract. They may be as specifically defined within the Special Conditions or Special Provisions, otherwise, the Contractor shall be responsible to determine same in the local area of the Contract and should be cognizant of the limit of jurisdiction within the project area.

5. These Specifications, where used in the text shall be inclusive of all Standard Specifications and Special Provisions of this Contract.

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

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

1. Agreement, 2. Special Provisions, 3. Drawings, 4. Standard Specifications.

CONTRACT TIME AND LIQUIDATED DAMAGES

Sixty (60) calendar days will be allowed for completion of the work on this Contract and the liquidated damages charge to apply will be eight hundred Dollars (\$800) per calendar day.

NOTICE TO CONTRACTOR – DEFINITION OF OWNER

Whenever the terms Owner, Department, State of Connecticut Department of Transportation, Commissioner, Engineer and/or State appear in the Contract Documents, it shall be understood to mean the Town of Southbury acting directly or through a construction manager, inspector, engineer and/or other duly authorized representatives.

NOTICE TO CONTRACTOR – EMERGENCY VEHICLE ACCESS

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

Contact information for local emergency services is as follows:

Southbury Fire Department
461 Main Street South
Southbury, CT 06488
Phone: 203-262-0615
Emergency Calls: 911

Southbury Police Department
421 Main Street South
Southbury, CT 06488
Phone: 203-264-5912
Emergency Calls: 911

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 – PROTECTION AND COORDINATION OF EXISTING UTILITIES

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

The Contractor shall notify "Call Before You Dig", telephone: 811 for the location of public utility, in accordance with Section 16-345 of the Regulations of the Department of Utility Control.

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

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

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

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

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

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

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

The Contractor shall coordinate all utility relocations with the respective utility company. Utility company contact information is included in Section 1.07 – Legal Relations and Responsibilities.

The Contractor shall notify appropriate utility companies two weeks in advance of the required valve box adjustments as shown on the plans. The contractor will be responsible for resetting the valve boxes.

NOTICE TO CONTRACTOR – STAGING AND LAYDOWN AREAS

The Contractor must submit to the Engineer for review and approval any publicly owned or maintained areas he intends to use for staging and laydown. Contractor shall be responsible for any and all regulatory or other permits or approvals required for staging areas and shall provide evidence of such upon request. The Contractor must submit verification of approval from non-Town entities to the Engineer prior to use.

NOTICE TO CONTRACTOR – DUST CONTROL

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

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

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

The cost for the dust control submittal associated with this “Dust Control” notice and the application of dust control items included in the Contract shall be paid for under “Maintenance and Protection of Traffic”.

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. All information will be submitted to the following:

Matthew Tarnowski
Public Works Project Administrator
Town of Southbury
MTarnowski@southbury-ct.gov
Telephone: (203) 262-0625

NOTICE TO CONTRACTOR – VERIFICATION OF PLAN DIMENSIONS AND FIELD MEASUREMENTS

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

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

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

NOTICE TO CONTRACTOR – BEST MANAGEMENT PRACTICES FOR THE PROTECTION OF THE ENVIRONMENT

The Contractor's operations must be performed in a manner such that impacts to the environment, particularly wetland areas, are limited in accordance with the State of Connecticut Department of Energy and Environmental Protection and local regulatory agencies. The following must be adhered to:

1. No construction shall proceed until proper sedimentation and erosion control methods have been installed as the sequence of construction necessitates.
2. No equipment, materials, or machinery shall be stored, cleaned, or repaired within fifty (50) feet of any wetland or watercourse.
3. No objectionable materials resulting from any clearing activity shall be disposed of in any wetland or watercourse. This includes but is not limited to: stumps, tree roots, matted roots, wood chips, and other debris.
4. Fording of streams with equipment shall be prohibited unless specified elsewhere. DEP approval will be required for any haul road or temporary structure placed in wetlands or watercourses other than those shown on the plans.
5. No fill or material shall be deposited in surrounding wetlands or watercourses unless shown on the plans.
6. Where dewatering is necessary, the pump shall not discharge directly into the wetland or watercourse. Proper methods and devices shall be utilized, such as pumping the water into a temporary sedimentation basin or sediment chamber, providing surge protection at the inlet and the outlet of pumps, or floating the intake of the pump, or other method to minimize and retain the suspended solids. If the pumping operation is causing turbidity problems, said operation shall cease until such time as feasible means of controlling turbidity are determined and implemented.
7. Cofferdams, and other measures such as bank stabilization, shall be of minimal size. In all cases, such installations shall not cause flooding or increase scouring potential.
8. Work within and adjacent to watercourses shall be conducted during periods of low flow (or low tide), whenever possible. The applicant shall remain aware of flow conditions during the conduct of such work, and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation, or turbidity. During storms, every effort shall be taken to secure the work site.

9. All temporary fill, such as that used for permitted access roads and/or cofferdams, shall be properly stabilized during use to prevent erosion, and, when no longer needed, must be disposed of at an upland site, and suitably contained to prevent turbid runoff from re-entering a wetland or watercourse. All areas affected by temporary fills must be restored to their original contours, and revegetated with suitable vegetation. The area/extent of temporary fill or excavation shall be minimized to that area necessary to perform the required work.
10. Dumping of oil or other deleterious materials on the ground is forbidden. The applicant shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, or other deleterious material. Hazardous Materials absorbent pads shall be stored on-site throughout the duration of the project. All oil spills shall be reported immediately to the DEEP/Hazardous Materials office at 860-424-3338. Failure to do so may result in the imposition of a fine under Section 22a-450 of the Connecticut General Statutes.
11. Every precaution shall be used while working in the vicinity of a waterway to prevent and minimize degradations of the existing water quality. All activities shall conform and be at all times consistent with applicable water quality standards and management practices of the Federal Clean Water Act (1972), Connecticut's Water Quality Standards and other applicable State Laws.
12. All work shall be performed in accordance with local inland wetland and watercourses regulations suggested under the permit granted.

NOTICE TO CONTRACTOR – CLEARING LIMITS

The Contractor is required to contact the Engineer prior to the start of construction to set up a meeting to review the clearing limits, pruning & trimming and removal of existing trees as indicated on the plans. Clearing shall not occur between April 15 and October 31. Following the completion of the clearing, pruning & trimming and removal of existing trees the contractor shall schedule a walk through with the Engineer to confirm the limits of clearing, pruning & trimming and removal of existing trees.

NOTICE TO CONTRACTOR – SIDEWALK RAMPS

ADA sidewalk ramp details have been included within the project plans as a guide. Prior to beginning construction, the Contractor is required to provide survey at all proposed sidewalk ramp locations to confirm the constructed ramp will satisfy ADA requirements. Based on the survey information obtained, the contractor shall submit a shop drawing, to scale, for each proposed sidewalk ramp, detailing existing and proposed elevations (spot grades) and cross slopes. Each sidewalk ramp submittal must be reviewed and approved by the Engineer prior to the formation and installation of each ramp. See sample sidewalk ramp shop drawing template provided.

Should any field conditions arise that may inhibit the Contractor from satisfying sidewalk ramp ADA requirements, any and all conflicts should be brought to the attention of the engineer immediately.

The cost of survey for concrete sidewalk ramp locations shall be included in the cost of the item “Construction Surveying.”

The cost of sidewalk ramp shop drawings shall be included in the unit price for the item “Concrete Sidewalk Ramp”.

SAMPLE SIDEWALK RAMP SHOP DRAWING TEMPLATE

SIDEWALK RAMP INSTALLATION/REPLACEMENT DIAGRAM

PROPOSED RAMP TYPE:

ARE THERE POTENTIAL CONFLICTS PREVENTING RAMP
FROM BEING BUILT PER ADA REQUIREMENTS?

LIST POTENTIAL CONFLICTS BELOW:

RAMP LOCATION:

TOWN: _____

RTE. NO. _____

INTERSECTION _____

RAMP LOCATION KEY:

↑N

SIDEWALK RAMP INSTALLATION/REPLACEMENT DIAGRAM

(Provide existing and proposed grades/cross-slopes)

**NOTICE TO CONTRACTOR – POTENTIAL MODIFIED AWARD
SCHEDULE**

The contractor is hereby given notice that this contract will not be awarded until all State and Federal funding approvals have been received. If funding approvals are not received, this Contract award may be delayed or the Contract may be withdrawn and re-advertised at the discretion of the Department, per section XIII of the Construction Contract Bidding and Award Manual. Any delay to the Contract award or failure to award shall not be the basis for any claims by any bidder.

NOTICE TO CONTRACTOR – AS-BUILT PLANS

The Contractor shall be responsible for furnishing as-built drawings upon completion of the project. The Contractor has an option to submit as-builts electronically or by hand and shall be maintained as the work progresses. The as-builts should clearly define any deviations from the original plans either geometrically (horizontal or vertical) or changes in materials used. **Final payment will not be released until the final as-built drawings have been furnished to the Town.**

This work shall be performed on a continuing basis and shall be included in the general cost of the work. No separate payment will be made for As-Built Drawings. This information will be used by the Municipality and may serve as public information.

NOTICE TO CONTRACTOR – SUBMITTALS FOR IMPORTED AGGREGATES

In accordance with the requirements in these special provisions and the CTDOT Form 819, specifically the Materials Section, the contractor is hereby notified of the requirement to provide submittals which include, but may not be limited to, tests on the gradation, abrasion and soundness of the aggregate materials proposed for use on this project. The tests must be current and based on a specific source location/pile. No material shall be imported until the Engineer issues a written approval. The Contractor shall also provide testing and documentation of the imported and stockpiled material to confirm consistency with the approved submittals and compliance with these specifications.

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.

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

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

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

NOTICE TO CONTRACTOR – WORK ADJACENT TO BUILDINGS AND STRUCTURES

The Contractor shall take all necessary precautions when working adjacent to existing buildings and structures. It is extremely important to not damage or impact existing structures. It is critical that the Contractor uses extra caution when using heavy equipment and vibratory compaction equipment, etc., directly adjacent to buildings and structures. Vibrating and/or oscillatory rollers shall not be used directly adjacent to buildings and structures.

The Contractor shall photograph the façade of each building, foundation, doorways, etc. and prepare a pictorial record of existing conditions prior to the start of construction. A copy shall be submitted to the Engineer prior to the start of construction. There shall be no separate payment for this work, as the cost shall be included in the general overall cost of the project.

Any damage to existing buildings and structures, as a result of construction operations, shall be repaired to its original condition at the Contractor's expense. It will be the Contractor's responsibility to adhere to all specifications within the Contract Documents.

NOTICE TO CONTRACTOR – MANAGEMENT OF SURPLUS SOIL

Environmental site investigations were not conducted within the Project Limits for State Project 0130-0194 Pedestrian Safety Improvements. The following provides guidance regarding proper management and final disposition of excavated soils that cannot be reused on the Project. This guidance is provided to facilitate reuse of suitable soils where possible, and to facilitate disposal of unsuitable or surplus material if/when warranted.

While no specific pre-characterization investigations have been conducted, it is anticipated that excavated soils may contain low levels of various constituents of concern reflective of typical roadway background conditions, notably polycyclic aromatic hydrocarbons (PAHs), petroleum hydrocarbons, and/or metals (e.g., lead). However, in general, the levels of constituents are expected to be below the Connecticut Department of Energy and Environmental Protection (CTDEEP) Remediation Standard Regulations (RSRs) criteria. Therefore, when possible, excavated soils shall be reused on the Project unless deemed unsuitable by the Engineer due to physical indications of contamination or the geotechnical characteristics of the material. Excavated material that is suitable for reuse shall be managed at the point of origin for use as backfill. In instances where such material cannot be reused directly at the point of origin or within several days of excavation, the surplus material excluding existing pavement structure (asphalt and subbase), rock, ledge, and concrete, shall be relocated to a suitable, centralized Project location and managed as typical construction material. Material deemed excess or unsuitable due to physical indications of contamination shall be relocated to the established Project stockpile area, and segregated from other material, pending final disposition.

At the time of Project completion, all remaining surplus or unsuitable material will require characterization for off-site disposal at a Department-approved treatment/recycling/disposal facility in accordance with *Item No. 0202329A – Management of Reusable and Surplus Soil*. Material sampling will be performed by a Contractor representative, and the resultant data provided to the Town to secure appropriate disposal arrangements. A Town representative will also sign disposal paperwork (e.g., waste profile, shipping papers, etc.) as Generator.

In the event groundwater is encountered during construction, any dewatering associated with the construction shall be performed in accordance with the CTDEEP's "*General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities.*"

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 PCCXXXYZ 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 – REVISIONS TO SECTION 1.06 – CONTROL OF MATERIALS AND ANTICIPATED SOURCE OF SUPPLY FORM (CON-083)

The Contractor is hereby notified that Section 1.06 Control of Materials, included in the January 2023 Supplements has been revised.

The revisions include a clarification to the **Buy America Act (BAA)** requirements and new requirements for the **Build America, Buy America Act (BABA)**.

Note that the **Build America, Buy America Act (BABA)** does not supersede BAA with regard to the iron and steel requirement, however it expands the requirements to include manufactured products and construction materials. Such products and materials (with exceptions) incorporated into projects “must be produced in the United States.”

BABA requires that all construction materials are manufactured in the United States. Construction materials include those listed on the Anticipated Source of Material (CON-083) Form, which has also been revised to address the BABA requirements.

NOTICE TO CONTRACTOR – RECENT REVISIONS

The Contractor is hereby notified that the following Traffic Engineering Special Provisions have been revised:

Section 1.07 – Legal Relations and Responsibilities

- Updated service entrance inspection requirements.

Section 10.00 – General Clauses for Highway Illumination and Traffic Signal Projects

- Added email information for digital PDF files
- Updated as-built plan requirements
- Added testing for video detection

1107011A – Accessible Pedestrian Signal and Detector (Type A)

- Revised construction methods to include warranty and provisions of manuals
- Revised materials to include Bluetooth connection

1108163A – Modify Existing Controller

- Added email information for digital PDF files

1118012A – Removal and/or Relocation of Traffic Signal Equipment

- Added line indicating salvage of State-owned traffic signal equipment shall be coordinated with District Electrical Maintenance (for permits only)
- Existing pedestals and span poles will not be salvaged anymore
- Added additional items in salvage materials table

The Contractor is hereby notified that the following Traffic Engineering Standard sheets have been revised and uploaded to the CTDOT website:

TR_1001_01 – Trenching and Backfilling

TR_1002_01 – Traffic Control Foundations

TR_1010_01 – Concrete Handhole

The Contractor is hereby notified that the following Traffic Engineering items are now covered under the Standard Specifications (Form 819)

1002291 – Modification of Existing Controller Foundation

1008908 – Clean Existing Conduit

1010060 – Clean Existing Concrete Handhole

NOTICE TO CONTRACTOR – TRAFFIC SIGNALS

The Contractor is hereby notified that certain conditions pertaining to the installation of new signals and maintenance of traffic signal operations are required when relevant, as part of this contract.

Qualified/Unqualified Workers

U.S. Department of Labor

Occupational Safety & Health Administration (OSHA) www.osha.gov

Part Number 1910

Part Title Occupational Safety & Health Administration

Subpart S

Subpart Title Electrical

Standard Number 1910.333

Title Selection and use of work practices

Completion of this project will require Contractor employees to be near overhead utility lines. All workers and their activities when near utility lines shall comply with the above OSHA regulations. In general, unqualified workers are not allowed within 10 feet of overhead, energized lines. It is the contractor's responsibility to ensure that workers in this area are qualified in accordance with OSHA regulations.

The electric distribution company is responsible to provide and install all necessary anchors and guy strands on utility poles. It is the Contractors responsibility to coordinate with the utility company to ensure proper placement of the anchor.

For utility poles owned and maintained by Frontier Communications:

Frontier will be responsible to provide and install the pole anchor. The installation of the guy wire will be the responsibility of the Contractor and shall follow Frontier specifications.

The Controller Unit (CU) shall conform to the current edition of the Functional Specifications for Traffic Control Equipment. The Functional Specifications require the CU meet NEMA Standard Publication No. TS2-1992 Type 2. The Functional Specifications are available on the Departments' web site <http://www.ct.gov/dot/site/default.asp>, click on "Do Business with CTDOT", under Engineering Resources click on "Traffic Engineering", Scroll down to Traffic Documents click on "Functional Specifications for Traffic Control Equipment".

Utility poles cannot be double loaded without proper guying.

The contractor will be held liable for all damage to existing equipment resulting from his or his subcontractor's actions. A credit will be deducted from monies due the Contractor for all maintenance calls responded to by Department of Transportation personnel.

The Contractor must install permanent or temporary spans in conjunction with utility company relocations. He then must either install the new signal equipment and controller or relocate the existing equipment.

The 30-Day Test on traffic control equipment, as specified in Section 10.00, Article 10.00.10 – Tests: Preliminary and Final, will not begin until the items listed below are delivered to the Department of Transportation, Traffic Signal Lab in Rocky Hill.

Three (3) paper prints and one electronic PDF file sent to DOT.SignalLab@ct.gov of cabinet wiring diagrams. Leave one set in the controller cabinet.

All spare load switches and flash relays.

NOTICE TO CONTRACTOR - FEDERAL WAGE DETERMINATIONS **(DAVIS BACON ACT)**

The following Federal Wage Determinations are applicable to this Federal- Aid contract and are hereby incorporated by reference. During the bid advertisement period, it is the bidder's responsibility to obtain the latest Federal wage rates from the US Department of Labor website, as may be revised 10 days prior to bid opening. Any revisions posted 10 days prior to the bid opening shall be the wage determinations assigned to this contract.

Check Applicable WD# (DOT Use Only)	WD#	Construction Type	Counties
	CT1	Highway	Fairfield, Litchfield, Middlesex, New Haven, Tolland, Windham
	CT2	Highway	New London
	CT3	Highway	Hartford
	CT5	Heavy Dredging (Hopper Dredging)	Fairfield, Middlesex, New Haven, New London
	CT6	Heavy Dredging	Statewide
	CT13	Heavy	Fairfield
	CT14	Heavy	Hartford
	CT15	Heavy	Middlesex, Tolland
	CT16	Heavy	New Haven
	CT17	Heavy	New London
	CT26	Heavy	Litchfield, Windham
	CT18	Building	Litchfield
	CT19	Building	Windham
	CT20	Building	Fairfield
	CT21	Building	Hartford
	CT22	Building	Middlesex
	CT23	Building	New Haven
	CT24	Building	New London
	CT25	Building	Tolland
	CT4	Residential	Litchfield, Windham
	CT7	Residential	Fairfield
	CT8	Residential	Hartford
	CT9	Residential	Middlesex
	CT10	Residential	New Haven
	CT11	Residential	New London
	CT12	Residential	Tolland

The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website ([SAM.gov | Wage Determinations](https://www.dhs.gov/samgov)) as may be revised 10 days prior to bid opening. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents. These applicable Federal wage rates will be incorporated in the final contract document executed by both parties.

If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

To obtain the latest Federal wage rates, go to the US Department of Labor website (link above). Under Davis-Bacon Act, choose “Selecting DBA WDs” and follow the instruction to search the latest wage rates for the State, County and Construction Type.

SECTION 1.06 – CONTROL OF MATERIALS

Article 1.06.01 – Source of Supply and Quality:

Add the following:

Traffic Signal Items:

For the following traffic signal items, the contractor shall submit a complete description of the item, shop drawings, product data sheets and other descriptive literature which completely illustrates such items presented for formal review. Such review shall not change the requirements for a certified test report and materials certificate as may be called for. All documents shall be grouped into one separate file for each group of items as indicated by the Roman numerals below (for example, one pdf file for all of the pedestal items). The documents for all of the traffic signal items shall be submitted at one time, unless otherwise allowed by the engineer.

- I. 10080XX – Rigid Metal Conduit
- II. 11020XX – Aluminum Pedestals
- III. 11060XXA – Pedestrian Signals – LEDs, Housings, and Hardware
11070XXA – Pedestrian Pushbutton & Sign – Button, Housings & Sign (Type)
11070XXA – Accessible Pedestrian Signal & Detector – Button, Housings & Sign (Type)

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:

Mr. Gabriel Gonzalez
District 4 Electrical Supervisor
Department of Transportation
Southbury, Connecticut 06488
(203) 264-9590

Mr. Keith Cournoyer,
Charter Communications of Western Conn.
207 Tuckie Road
North Windham, CT 06256
(860) 456-8346 EXT. 53029

Ms. Lynne DeLucia
Frontier Communications
1441 North Colony Road
Meriden, CT 06450-4101
(203) 238-5000

Mr. Kenneth Cook
Eversource Energy – Gas
107 Selden Street, Mail Stop NUE2
Berlin, CT 06037
(860) 978-5465

Mr. Mark Bonanno
Crown Castle Fiber, LLC
1800 West Park Dr., Suite 250
Westborough, MA 01581
(508) 646-7818

Mr. Mark Bonjuklian
Eversource Energy – Electric Distribution
9 Tindall Avenue
Norwalk, CT 06851
(203) 845-3456

Mr. Don Schumacher
The Connecticut Water Company
dba Heritage Village Water Company
450 Heritage Road
Southbury, CT 06488
(203) 264-8100

SECTION 1.08 - PROSECUTION AND PROGRESS

Article 1.08.03 - Prosecution of Work:

Add the following:

The Contractor shall stake the limits of the concrete sidewalks and ramps in conjunction with staking the locations of foundations to ensure that pedestrian push buttons will be located appropriately and will be accessible from a landing area.

The Contractor shall notify the project engineer on construction projects, or the district permit agent on permit jobs, when all traffic signal work is completed. This will include all work at signalized intersections including loop replacements, adjusting existing traffic signals or any relocation work including handholes. The project engineer or district permit agent will notify the Division of Traffic Engineering to coordinate a field inspection of all 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:

Main Street South and Poverty Road

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.

Saturday and Sunday at all times

Additional Restrictions:

- A. Night work or work on the below State observed Legal Holidays will not be permitted except for as approved by the Engineer:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

All Other Roadways

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.

Saturday and Sunday at all times

Additional Restrictions:

- A. Night work or work on the below State observed Legal Holidays will not be permitted except for as approved by the Engineer:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Additional Lane Closure Restrictions

It is anticipated that work on adjacent projects 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 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 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.

SECTION 10.00 GENERAL CLAUSES FOR HIGHWAY ILLUMINATION AND TRAFFIC SIGNAL PROJECTS

This section is supplemented and amended as follows:

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 Subarticle 1, replace “Four (4) paper prints” with “Three (3) paper prints and one electronic PDF file sent to DOT.SignalLab@ct.gov” [of schematics and wiring diagrams...].

Add Subarticle 4 as follows:

4. Digital field pictures, in .JPG format and labeled appropriately, of the following constructed items:
 - a. Inside of hand holes
 - b. Inside of the controller cabinet
 - c. Traffic foundations (Pedestals)

Article 10.00.10—Tests: Preliminary and Final:

In Subarticle 2. Traffic Signal Projects, b) Intersection Acceptance Test, 3. Functional Inspection, after the fourth paragraph, add the following:

Upon the successful completion of the Functional Inspection and once all corrections and adjustments resulting from the Functional Inspection are completed, the Contractor shall update as-built plans and pictures to reflect any changes made and submit as required in Article 10.00.03 within 7 days of the completion of the 30-day test.

Article 10.00.12—Negotiations with Utility Company:

Add the following:

The Contractor shall notify utility companies a minimum of 30 days prior to required work or services. Refer to special provision Section 1.07 – Legal Relations and Responsibilities for the list of utility companies and representatives.

The Contractor shall perform all work in conformance with Rules and Regulations of the 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.

ITEM #0201001A – CLEARING AND GRUBBING

All of the provisions of Section 2.01 of the Standard Specifications shall apply except as amended below:

Article 2.01.01 – Description: Add the following:

This item shall include the clearing, pruning and trimming of existing trees to conform with the clearing limits as identified on the plans or as directed by the Engineer (See NTC – Clearing Limits)

In addition, the Contractor shall remove all miscellaneous debris, including garbage/ trash/ rubbish, as directed by the Engineer. Also included in this Item is removal and disposal of any shrubs designated by the Engineer.

All material shall be disposed of offsite by the Contractor in a proper manner in accordance with current regulatory standards and in legally acceptable disposal areas at no additional cost to the Owner.

The removal and relocation of plantings, rocks and mailboxes as identified on the plans or as directed by the Engineer shall be included in this item.

Two weeks prior to the start of any clearing operations the contractor shall notify the Engineer in writing.

Article 2.01.05 - Basis for Payment: Add the following:

All costs incidental to the work included in the “Description” section above shall be included in the lump sum price for “Clearing and Grubbing”.

<u>Pay Item</u>	<u>Pay Unit</u>
Clearing and Grubbing	L.S.

ITEM NO. 0202329A MANAGEMENT OF REUSABLE AND SURPLUS SOIL

Description:

Work under this item shall include all materials, equipment, tools, and labor required to

- (1) stage, manage, and stockpile soil excavated from within the Project limits at a Town provided Temporary Reuse Stockpile Area (TRSA), or at an alternative Contractor-selected and Town-approved TRSA;
- (2) maintain the stockpile area(s) or TRSA;
- (3) load and transport soil from various stockpile locations, place, and compact said soil within Project limits or in areas with a paved surface (or with poly underlayment) at the selected and approved stockpile area(s) or TRSA; and
- (4) dispose of any surplus soil at a Department-approved treatment, recycling, or disposal facility.

This item includes the management of soil for reuse within the Project limits and disposal of surplus soil. An estimated 20 cubic yards of soil has been designated as surplus. The Town encourages and prefers the reuse of this surplus soil within the CTDOT right-of-way to the maximum extent possible, reducing the costs associated with disposal at a regulated facility. Worker health and safety protocols that address potential risks of exposure to site-specific hazards shall be incorporated in the site-specific Health and Safety Plan.

Construction Methods:

A. Material Reuse

The Contractor shall be responsible for the staging and management of excavated soil to maximize reuse. If additional space or alternative locations are preferred by the Contractor to those indicated on the plans, the Contractor shall be responsible for locating and securing stockpile areas within the Project limits, at a nearby existing staging area, or at a nearby Town-owned property, as approved by the Engineer.

Excavated soil shall be loaded, transported, placed, and compacted at locations within the Project limits to the maximum extent possible in accordance with the following conditions:

- (1) such soil is deemed to be suitable for use as fill by the Engineer;
- (2) such soil is not placed below the water table; and
- (3) such soil is not placed in an area subject to erosion.

Any surplus soil shall be disposed of at a Department-approved treatment, recycling, or disposal facility.

B. Material Disposal

Material deemed surplus is presumed to contain regulated substances at non-hazardous levels above RCS-1 Acceptance Criteria for approved facilities under Policy #COMM-15-01 (Massachusetts Department of Environmental Protection (MassDEP) Interim Policy on the Re-Use of Soil for Large Reclamation Projects) or similar state policy.

The Contractor will sample soil deemed surplus stored at various stockpile areas (or in-situ if requested by the Contractor and agreed upon by the Engineer) at a frequency established by the selected treatment, recycling, or disposal facility to determine actual levels of regulated substances. The Contractor shall designate to the Engineer which facility it intends to use, as well as the facility acceptance criteria and sampling frequency, prior to samples being collected. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. Turnaround time is the period of time beginning when the Contractor notifies the Engineer which facility it intends to use and that the stockpile is ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment, recycling, or disposal facility may prompt the need to resample and will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Engineer. Upon receipt, the Engineer will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

The Contractor shall obtain and submit **all paperwork** necessary to arrange for soil disposal (e.g., disposal facility waste profile sheets, checklists, manifests/shipping papers/bills of lading, or any other supporting documentation). The Engineer shall aid in the preparation of the waste profile and checklists as required by the Contractor's selected disposal facility and sign as Generator.

Upon receipt of the final approval from the facility, the Contractor shall arrange for the loading, transport and treatment, recycling, or disposal of the soil in accordance with all Federal and State regulations. **No claim will be considered based on the failure of the Contractor's selected disposal facility(s) to meet the Contractor's production rate or for the Contractor's failure to select sufficient facilities to meet its production rate.**

Any material processing (including the removal of woody debris, scrap metal, pressure-treated and untreated wood timber, large stone, concrete, polyethylene sheeting or similar material) required by the Contractor's selected facility shall be completed by the Contractor prior to the soil leaving the site. It is solely the Contractor's responsibility to meet any such requirements of its selected facility. Any soil removed shall be disposed of or recycled in a manner acceptable to the Engineer.

All manifests or bills of lading utilized to accompany the transportation of the soil shall be prepared by the Contractor a minimum of 24 hours in advance and signed by an authorized Town representative, as Generator, for each truck load of material that leaves the site. The Contractor

shall forward the appropriate original copies of all manifests or bills of lading to the Engineer the same day the soil leaves the Project.

A load-specific certificate of treatment, recycling, or disposal, signed by the authorized agent representing the disposal facility, shall be obtained by the Contractor and promptly delivered to the Engineer for each load.

C. Material Transportation

In addition to all pertinent Federal, State, and local laws or regulatory agency policies, the Contractor shall adhere to the following precautions during the transport of soil off-site:

- Transported soils are to be covered sufficiently to preclude the loss of material during transport prior to leaving the site and are to remain covered until arrival at the selected treatment/recycling/disposal facility.
- All vehicles departing the site are to be properly logged to show the vehicle identification, driver's name, time of departure, destination, approximate volume, and contents of materials carried.
- No soil shall leave the site unless a treatment/recycling/disposal facility willing to accept all of the material being transported has agreed to accept the type and quantity of waste.

D. Equipment Decontamination

All equipment shall be provided to the work site free of gross contamination. The Engineer may prohibit from the site any equipment that in his opinion has not been thoroughly decontaminated prior to arrival. Any decontamination of the Contractor's equipment prior to arrival at the site shall be at the expense of the Contractor. The Contractor is prohibited from decontaminating equipment on the Project that has not been thoroughly decontaminated prior to arrival.

The Contractor shall furnish labor, materials, tools, and equipment for decontamination of all equipment and supplies that are used to handle soil. Decontamination shall be conducted at an area designated by the Engineer and shall be required prior to equipment and supplies leaving the Project, between stages of the work, and between work in different areas within the Project limits.

The Contractor shall use dry decontamination procedures. Residuals from dry decontamination activities shall be collected, managed, and disposed of as part of this item. If the results from dry methods are unsatisfactory to the Engineer, the Contractor shall modify decontamination procedures as required.

The Contractor shall be responsible for the collection and treatment, recycling, or disposal of any liquid wastes that may be generated by its decontamination activities in accordance with applicable regulations.

Method of Measurement:

This work, being paid on a lump sum basis, will not be measured for payment. The amount of excavation will be determined in accordance with 2.02.04 – Method of Measurement, or by a method approved by the Engineer. A schedule of values for payment shall be submitted to the Engineer for review and comment prior to first payment. The schedule of values shall also include a cost for disposal of surplus soil at an approved treatment, recycling, or disposal facility.

Basis of Payment:

“Management of Reusable and Surplus Soil” will be paid for at the Contract lump sum price, which shall include all materials, equipment, tools and labor necessary to (1) stage, manage, and stockpile soil at a Town-provided Temporary Reuse Stockpile Area (TRSA), or at an alternative Contractor-selected and Town-approved TRSA; (2) load and transport soil from various stockpile locations to fill areas located within the Project limits or a nearby Town owned property, and to place and compact said soil; (3) maintenance of the stockpile area(s)/TRSA; and (4) load and transport surplus soil from within the project limits, a Town-provided Temporary Reuse Stockpile Area (TRSA), or at an alternative Contractor-selected and Town-approved TRSA to the treatment, recycling, or disposal facility.

Payment shall include all equipment, materials, tools, and labor incidental to this work, including any processing required by the treatment, recycling or disposal facility, any decontamination of soil handling equipment and the proper handling of wastes generated in conjunction with such decontamination, and any fees paid to the treatment, recycling, or disposal facility.

The disposal of any material that is unsuitable or excess shall be disposed of at a Department-approved treatment, recycling, or disposal facility by the Contractor under this Item.

Pay Item

Management of Reusable and Surplus Soil

Pay Unit

LS

ITEM #0219011A – SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN

Description:

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

Materials:

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

Siltsack®

SI Geosolutions:

www.sigeosolutions.com

(800)621-0444

Dandy Sack™

Dandy Products Inc.

P.O. Box 1980

Westerville, Ohio 43086

Phone: 800-591-2284

Fax: 740-881-2791

Email: dlc@dandyproducts.com

Website: www.dandyproducts.com

FLeXstorm Inlet Filters

Inlet & Pipe Protection

24137 W. 111th St - Unit A

Naperville, IL 60564

Telephone: (866) 287-8655

Fax: (630) 355-3477

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

Construction Methods:

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

Method of Measurement:

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

Basis of Payment:

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

Pay Item

Sedimentation Control System at Catch Basin

Pay Unit

EA

ITEM #0406003A – PAVEMENT REPAIR

Description:

The work under this item shall consist of the replacement and saw cutting of bituminous concrete pavement as indicated on the plans and where directed by the Engineer. The work for this item includes processed aggregate base, subbase, tack coat and bituminous concrete as shown on the plans.

Materials:

Bituminous concrete shall conform to the provisions of Section M.04 of the Standard Specifications.

Processed aggregate base shall conform strictly to the provisions of Article M.05.01 of the Standard Specifications and Notice to Contractor – Submittals for Imported Aggregates.

Reclaimed aggregate is not acceptable.

Saw cutting shall conform to the provisions of Article M.02.02 and M.02.06 of the Standard Specifications.

Tack coat shall be Non-Tracking Asphalt Tack Coat, meeting the requirements of M.04.01-5. Use of alternate tack coats conforming to Material for Tack Coat requirements may be requested by the Contractor. The request shall be submitted in writing to the Engineer for review prior to use.

Construction Methods:

Processed aggregate base shall be placed and compacted in accordance with applicable portions of Article 3.04.03 of the Standard Specifications.

Subbase, if required, shall be placed and compacted in accordance with applicable portions of Section 2.12.03 of the Standard Specifications.

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

Method of Measurement:

This work will be measured by the actual number of square yards of completed bituminous concrete pavement repaired, only to the limits shown on the plans and details.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Pavement Repair", complete in place, which shall include all saw cutting, processed aggregate base, subbase, tack coat and bituminous concrete and all equipment, tools labor and materials incidental thereto.

Pay Item

Pavement Repair

Pay Unit

SY

ITEM #0921001A – CONCRETE SIDEWALK

9.21.02—Materials: Add the following:

Processed aggregate base shall be as specified in M.05.01.

ITEM #0944000A – FURNISHING AND PLACING TOPSOIL

All of the provisions of Section 9.44 of the Standard Specifications shall apply with the following exceptions:

Description:

This work shall consist of mixing stockpiled topsoil with new topsoil, furnishing topsoil, placing, and shaping topsoil in areas shown on the plans or where directed by the Engineer. The topsoil shall be placed to the depth stated on the plans. This item shall also include stockpiling and disposal of excess topsoil on site. All work and materials shall conform to the Requirements of Section 9.44 of the Standard Specifications Form 819, with the following exceptions:

Materials:

The material shall conform to the requirements of Section M.13.01-1 of the Standard Specifications Form 819, with the following exceptions:

Topsoil shall be natural, friable loam, free of subsoil, roots, sticks, clay, stones larger than 3/4 inch in any dimension, or any other objectionable extraneous matter or debris. It shall contain no toxic materials. Topsoil shall contain a minimum of six percent organic matter (humus) but not to exceed more than 20 percent organic matter and shall have a pH not less than 5.5 nor more than 7.0. Soluble salts content of over 500 parts per million is unsuitable. Avoid tidal marsh soils because of high salt content and sulfur activity.

All topsoil being used, whether from on-site stockpiles or off-site sources, is to be tested after stockpiling. Representative samples of topsoil shall be tested for acidity, fertility and general texture by a recognized and approved government testing agency and three (3) copies of findings and recommendations shall be furnished to the Engineer by the Contractor. The testing agency shall, after testing, determine the amount of limestone and fertilizer to be added to the topsoil. All test costs shall be borne by the Contractor.

Construction Methods:

Use all topsoil stripped and stockpiled on the site. All stockpiled topsoil shall be screened. During the bidding period, the Contractor shall determine whether sufficient topsoil is available to meet the requirements as herein specified and as called for on the drawings. If he determines that additional topsoil shall be required, he shall include such additional topsoil in his base bid price.

Paragraphs 2 and 3: Replace in their entirety with:

The areas on which topsoil is to be placed shall be graded to a reasonably true surface and cleaned of all stones, brickbats, and other kinds of rubbish. After areas have been brought

to proper subgrade and approved by the Engineer, topsoil shall be spread to the depth specified, with due allowance made for settlement. All stones, roots, debris, sod, weeds, and other undesirable material shall be removed from the topsoil. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

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

Add the following:

Wherever subgrade material is sand, gravel or other questionable material, and elsewhere as required by the Engineer, the Contractor shall consult the Engineer to decide on treatment of subgrade before placing the topsoil.

There shall be no application of topsoil made without the prior approval of the finished subgrade by the Engineer or his representative.

Placement of topsoil shall be performed only when it can be followed within a reasonable time by the seeding and sodding operation.

Resupplying of topsoil to eroded or settled areas to finish grade shall be the responsibility of the Contractor. Care shall be taken not to damage established grades and planting areas in the replacement of topsoil.

Method of Measurement:

This work will be measured for payment at the actual number of square yards of "Furnishing and Placing Topsoil" completed and accepted by the Engineer.

Basis of Payment:

This work will be paid for at the contract unit price bid per square yard for "Furnishing and Placing Topsoil" which price shall include all work shown within the pay limits shown on the contract drawings including all materials, equipment, labor, tools and work incidental thereto. The cost for stockpiling and disposing of excess topsoil shall be included in the cost of this item.

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

ITEM #0950019A – TURF ESTABLISHMENT - LAWN

All of the provisions of Section 9.50 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Materials:

Revise as follows:

The materials for this work shall conform to the requirements of Section M.13 *except that the Seed Mixtures in M.13.04 shall be replaced with the following Seed Mixture:*

<u>Percent by Weight</u>	<u>Common Name</u>	<u>Scientific Name</u>
25	<i>Abbey Kentucky Bluegrass</i>	<i>Poa pratensis</i>
15	<i>Envicta Kentucky Bluegrass</i>	<i>Poa pratensis</i>
15	<i>Ambrose Chewing Fescue</i>	<i>Festuca rubra</i>
20	<i>Manhattan Ryegrass</i>	<i>Lolium perenne</i>
25	<i>Pennlawn Red Fescue</i>	<i>Festuca rubra</i>

Construction Methods:

Shall conform to Section 9.50.03 of the Standard Specifications. Rate of application shall be 225 lbs per acre.

Method of Measurement:

Add the following: Payment will **not** be made for turf establishment beyond the limits of cut and fill lines as shown on the plans if the Engineer deems the area of disturbance caused by the contractor's operations was excessive and/or unnecessary for completion of the work. This includes turf establishment for staging, any areas where the cost for restrictions shall be included in the cost for mobilization or for various other items comprising the work.

Basis of Payment:

Shall conform to Section 9.50.04 of the Standard Specifications.

<u>Pay Item</u>	<u>Pay Unit</u>
Turf Establishment – Lawn	S.Y.

ITEM NO. 0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 – Description *is supplemented by the following:*

The Contractor shall maintain and protect traffic as described by the following and as limited in the special provision for Section 1.08 - Prosecution and Progress:

Main Street South and Poverty Road

The Contractor shall maintain and protect a minimum of 1 lane of traffic in each direction with each lane on a paved travel path not less than 11 feet in width, with the following exceptions:

1. During the allowable periods and when the Contractor is actively working, the Contractor will be permitted to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 11 feet in width and no more than 300 feet in length, unless specified elsewhere in the Contract. There shall be no more than one alternating one-way traffic operation within the Project limits without prior approval of the Engineer.

All Other Roadways

The Contractor shall maintain and protect a minimum of 1 lane of traffic in each direction with each lane on a paved travel path not less than 11 feet in width, with the following exceptions:

1. During the allowable periods and when the Contractor is actively working, the Contractor will be permitted to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 11 feet in width and no more than 300 feet in length, unless specified elsewhere in the Contract. 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 permitted to temporarily close affected driveways while actively working with coordination and permission from the owner or proprietor.

Intermediate Term Sidewalk Closures

The Contractor shall maintain and protect existing pedestrian accommodations, or a minimum of 4 feet in width, on all existing sidewalks, sidewalk ramps, and access to pedestrian pushbuttons, with the following exception:

- During the allowable periods and when the Contractor is actively constructing pedestrian amenities or installing signal equipment, the Contractor will be allowed to close pedestrian sidewalks and sidewalk ramps and restrict access to pedestrian pushbuttons for no more than a continuous 48 hour period of time.

No more than two corners of an intersection may be closed for an intermediate term sidewalk closure at any time. Where all four corners of an intersection have sidewalks and sidewalk ramps, diagonal corners shall not be closed at the same time.

During the intermediate term sidewalk closure, all approaches to the sidewalk shall be blocked by Construction Barricade Detectable with Sidewalk Closed signs.

The Contractor shall ensure that traffic control signals with pedestrian phases where access to the pushbuttons cannot be provided are revised at the start of the closure to automatically activate the pedestrian phase every signal cycle.

Intermediate term sidewalk closures may be extended to 72 hours with prior approval of the Engineer.

Pedestrians:

The Contractor shall provide and maintain clear pedestrian travel paths (minimum 4 feet wide) on new or existing sidewalk or temporary walks on at least one side of the street at all times at the Project site.

If the Contractor proposes changes to the plans, or the Contract does not include plans, 30 days in advance of implementation, the Contractor shall submit plans and procedures to the Engineer for review. The submittal shall be in accordance with typical details of the Manual on Uniform Traffic Control Devices (MUTCD) for maintaining pedestrian sidewalk access during the reconstruction of the sidewalk. When a sidewalk or pedestrian route is closed, pedestrian traffic must be detoured or temporary sidewalk must be provided. Pedestrian detours and temporary sidewalks must meet ADA requirements. The appropriate signs for the pedestrian detour shall be installed in accordance with the MUTCD. All approaches to the closed sidewalks shall be blocked by Pedestrian Barricade with Sidewalk Closed signs. Temporary bituminous sidewalk and ramps, if required, will be paid under Contract Item "Temporary Pavement" and all pedestrian detour signage will be paid under Contract Item "Construction Signs."

When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility. Pedestrian traffic signal displays controlling closed crosswalks shall be covered or deactivated.

Pedestrians shall be detoured to existing crosswalks, or temporary crosswalks, which shall be located at intersections. If this is not possible, temporary midblock crosswalks may be installed, if directed by the Engineer. On-street parking shall be restricted for at least 50 feet in advance of any temporary crosswalk.

Article 9.71.03 - Construction Methods *is supplemented as follows:*

General

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 work shift if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary bituminous concrete traversable slope of 4:1 or flatter that is acceptable to the Engineer.

The Contractor, during the course of any active overhead construction work, 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.

When an existing sign is to be relocated or replaced, the work shall be completed during the same work shift.

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

Existing Signing

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

Requirements for Winter

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

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 - Non-Limited Access Roadways

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

Temporary pavement markings shall be installed on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work shift.

Permanent Epoxy Resin Pavement Markings shall be installed on the final course of bituminous concrete pavement within 10 calendar days of the final pavement installation if no Pavement Marking Grooves are proposed.

Temporary Pavement Markings

Temporary pavement markings that will be in place for less than 72 continuous hours may consist of temporary plastic pavement marking tape at the Contractor's expense. Additionally;

1. These temporary pavement markings shall include centerlines, lane lines (solid and broken), and stop bars.
2. Centerlines shall consist of two 4 inch wide yellow markings, 2 feet in length, side by side, 4 inches apart, at 40 foot intervals.
3. Lane lines shall consist of 4 inch wide white markings, 2 feet in length, at 40 foot intervals.
4. No passing zones shall be posted with signs in those areas where the final centerlines have not been established on two-way roadways.
5. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side.
6. The temporary plastic pavement marking tape shall be installed in accordance with Section 12.12.
7. The Contractor shall remove and dispose of the temporary plastic pavement marking tape prior to another course of bituminous concrete pavement being installed.

Temporary pavement markings that will be in place for 72 continuous hours or more should consist of temporary painted pavement markings and shall be installed in accordance with Section 12.09. The markings shall include centerlines, edge lines, lane lines (solid and broken), 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 shift. Edge lines and lane-use arrows are not required if the next course of bituminous concrete pavement will be placed within 10 calendar days.

All temporary pavement markings exposed throughout the winter shall be Epoxy Resin Pavement Markings, unless directed otherwise by the Engineer.

Temporary pavement markings, as described above, shall be maintained until the permanent pavement markings are installed.

Final Pavement Markings

Refer to Pavement Marking Groove special provisions for pavement marking requirements. Permanent epoxy resin pavement markings shall be installed in accordance with Section 12.10 and the applicable Traffic Engineering Standard Drawings.

If Temporary Plastic Pavement Marking Tape is installed, then the Contractor shall remove and dispose of these markings during the same work shift that the permanent epoxy resin pavement markings are to be installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

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 a safer and more 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 or is within the clear zone. 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 in order to command respect from the motorist.

Lane reduction tapers should be placed so that the entire length of the taper is installed on a tangent section of roadway and the entire taper area can be seen by the motorist.

All existing conflicting signs shall be removed, covered with an opaque material, or turned so that they are not legible to oncoming traffic prior to implementing a traffic control pattern. The existing signs shall be uncovered or reinstalled once the pattern is removed.

A buffer area should be provided during installation of a traffic control pattern and maintained for the duration of the work. The buffer area shall be free of any equipment, workers, materials, and parked vehicles.

Construction Traffic Control Plans 19 through 25 should be used for moving operations such as line striping, rumble strips, pothole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns are not required for vehicles on an emergency patrol type activity or for a short duration stop of up to one hour, as long as the equipment is contained within the shoulder. Flashing lights, arrow boards, truck-mounted or trailer-mounted impact attenuators, and appropriate Trafficperson(s) shall be used when required.

In a situation not adequately covered by the Construction Traffic Control Plans, the Contractor shall contact the Engineer for assistance prior to setting up a traffic control pattern.

Placement of Signs

Signs shall be placed in a position that allows 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 Construction Traffic Control Plans

The Construction 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.

The proper application of the Construction Traffic Control Plans and installation of traffic control devices is dependent upon actual field conditions.

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.

Adjustments to the Construction Traffic Control Plans shall only be made at the direction of the Engineer.

Table 1 indicates the minimum taper lengths required for a lane closure based on the posted speed limit and lane width of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the Construction Traffic Control Plans cannot be achieved.

Table 1 – Minimum Taper Length

POSTED SPEED LIMIT (MPH)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE (FEET)	
	FREEWAYS	SECONDARY ROADS
30 OR LESS	180	165
35	245	225
40	320	295
45	540	495
50	600	550
55	660	605
65	780	715

1. Work Zone Safety Meetings

- 1.a) Prior to the commencement of work, a Work Zone Safety Meeting shall be conducted with representatives from 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. DOT Traffic Engineering shall be invited to the Work Zone Safety Meeting. 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 shall include:
 - i. Review Project scope of work and time;
 - ii. Review Section 1.08, Prosecution and Progress;
 - iii. Review Section 9.70, Trafficpersons;
 - iv. Review Section 9.71, Maintenance and Protection of Traffic;
 - v. Review Contractor's schedule and method of operations;
 - vi. Review special concern areas: ramps, turning roadways, medians, lane drops, etc.;
 - vii. Open discussion of work zone questions and issues;
 - viii. Discussion of review and approval process for changes in Contract requirements as they relate to work zone areas.

2. General

- 2.a) Traffic control patterns shall only be installed if the required minimum number of signs, traffic cones, traffic drums, and other equipment (i.e. one Arrow Board for each lane closed, two Truck-Mounted or Trailer-Mounted Attenuators (TMAs), Changeable Message Sign, etc.) are on Site.
- 2.b) The Contractor shall have spare maintenance and protection of traffic equipment (TMAs, Arrow Board, Changeable Message Sign(s), construction signs, traffic cones, traffic drums, etc.) available at all times in case of mechanical failures, etc. Spare maintenance and protection of traffic equipment installed as a result of a sudden equipment breakdown shall be replaced by the Contractor 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 lost time.
- 2.d) In cases of differences of opinion between the Contractor and the Inspection staff, the Contractor shall follow the directions of the Engineer. 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.

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 end of the work area, or traffic control pattern, and proceeding back toward the advance warning signs.
- 3.c) Stopping traffic may be allowed within the allowable hours stated in Section 1.08.04:
 - i. For those activities stated within the Contract.
 - ii. During paving, milling operations, or similar activities 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 so traffic does not travel across the longitudinal joint or difference in roadway elevation.
 - iii. To move slow moving equipment across live traffic lanes into the work area.
- 3.d) The Contractor shall adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.e) 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 with or exiting from the mainline traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.f) Workers are prohibited from crossing the travel lanes on limited access roadways 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.

4. Implementation of Rolling Road Block (RRB)

- 4.a) Temporary road closures using a 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:
 - i. Refer to the Limitation of Operations Chart provided in Section 1.08.04 for the hours allowed for implementing a RRB operation. The Contractor shall only implement a RRB operation within the hours shown in the Chart.
 - ii. In areas with good sight lines and full shoulders, signs on the side of the road opposite the traffic pattern should be installed in a separate operation.
 - iii. 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 TMAs and police vehicles, leave the shoulder or on-ramp and accelerate to normal roadway speeds in each lane. The vehicles will then position themselves side by side and decelerate to the RRB speed on the highway.

- iv. A Pre-Warning Vehicle, as specified elsewhere in the Contract, shall be used to advise the motorists that sign pattern installation or removal is underway.
- v. The RRB duration shall not exceed 15 minutes from the start of the traffic block until all lanes are opened as designated in the Limitation of Operations 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 District.
- vi. RRB shall not be used 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. TMAs (and State Police if available) shall be used to protect the workers installing the taper in the additional lane.
- vii. Exceptions to these work procedures may be submitted to the District Office for consideration. A minimum of 2 business days shall be allowed for review and comment by the District.
- viii. The Engineer and the Contractor will review and discuss the RRB procedures (including any revisions) 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, then the work will proceed as recommended by the Department. Any unresolved issues shall be addressed the following day.

5. Use of Arrow Boards

- 5.a) On limited access roadways, one Arrow Board shall be used for each lane that is closed. The Arrow Board shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the Construction Traffic Control Plans. Additional Arrow Boards shall be deployed if sight distances are limited.
- 5.b) On non-limited access roadways, the use of an Arrow Board for lane closures is optional. The roadway geometry, sight distance, and traffic volume shall be considered in the decision to use the Arrow Board.
- 5.c) A vehicle displaying an arrow board shall be equipped with high-intensity rotating, flashing, oscillating, or strobe lights.
- 5.d) The flashing arrow mode shall be used for lane closure (merge) tapers.
- 5.e) The flashing arrow mode shall not be used for temporary alternating one-way traffic operations or to laterally shift lanes of traffic.

- 5.f) The flashing double arrow mode shall only be used for closing a center lane on a multilane roadway where adjacent left and right lanes remain open.
- 5.g) For shoulder work or roadside work near the shoulder, the Arrow Board shall be positioned in the shoulder and the flashing alternating diamond mode should be used.
- 5.h) The flashing alternating diamond caution mode should also be used when supplemental Arrow Boards are positioned in an already closed lane.

6. Use of Truck-Mounted or Trailer-Mounted Impact Attenuators (TMAs)

- 6.a) On limited access roadways, lane closures shall use a minimum of two TMAs to install and remove traffic control patterns. If two TMAs are not available, then the pattern shall not be installed.
- 6.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 shall be considered in the decision to utilize the TMAs.
- 6.c) On limited access roadways, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane to establish the advance and transition signing. The Arrow Board mounted on the TMA shall be in the arrow mode when taking the lane. The sign truck and workers shall be at sufficient distance 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 Portable Changeable Message Signs, signs, Arrow Boards, and cones/drums are installed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when traveling in the closed lane.
- 6.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 Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when in the closed lane.
- 6.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 Section 18.06. 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) shall be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.
- 6.f) TMAs will be paid for in accordance with how the unit is used. If it is used as a TMA and is in the proper location as specified, then it will be paid for at the specified hourly rate for Truck-Mounted or Trailer-Mounted Impact Attenuator. When the TMA is used as an

Arrow Board, it will be paid for at the daily rate for Arrow Board. If a TMA is used to install and remove a pattern and is also used as an Arrow Board in the same day, then the unit will be paid for 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 an Arrow Board during the same day, then the unit will only be paid for at the daily rate as an Arrow Board.

7. Use of Traffic Drums and Traffic Cones

- 7.a) On limited-access highways, ramps, and turning roadways:
 - i. Traffic drums shall be used for taper channelization.
 - ii. Traffic drums shall be used to delineate raised catch basins and other hazards.
 - iii. Traffic cones with a minimum height of 42 inches may be used in place of drums in the tangent section of a closed lane or shoulder.
 - iv. Traffic cones less than 42 inches in height shall not be used.
- 7.b) On all roadways:
 - i. 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.
 - ii. Traffic cones shall not be left unattended.
 - iii. Traffic cones with a minimum height of 42 inches shall be used when the posted speed limit is 45 MPH or above.
- 7.c) Typical spacing of traffic drums and/or cones shown on the Construction Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

8. Use of Barricade Warning Lights

- 8.a) Barricade Warning Lights may be installed on channelizing devices when used in a merge taper. The Barricade Warning Lights shall flash in a sequential pattern when used in a merge taper. The successive flashing shall occur from the upstream end (beginning) of the merge taper to the downstream end (end) of the merge taper.
- 8.b) Type C Barricade Warning Lights may be used at night to delineate the edge of the travel way.
- 8.c) Type B Barricade Warning Lights shall be used on post-mounted advanced warning signs.

9. Use of Portable Changeable Message Signs (PCMS)

- 9.a) On limited access roadways, one PCMS shall be used in advance of the traffic control pattern for all lane closures. Prior to installing the pattern, the PCMS shall be installed and in operation, displaying the appropriate lane closure information. The PCMS shall be

positioned $\frac{1}{2}$ to 1 mile ahead of the start of the lane closure taper. If the distance to the nearest exit ramp is greater than the specified $\frac{1}{2}$ to 1 mile distance, then an additional PCMS shall be positioned a sufficient distance ahead of the exit ramp (and before the previous on-ramp where practical) to alert motorists to the work and therefore offer them an opportunity to take the exit.

- 9.b) On non-limited access roadways, the use of PCMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to use the PCMS.
- 9.c) PCMS should be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where a traffic barrier is not available to shield the PCMS, it should be placed off the shoulder and outside of the clear zone. If a PCMS has to be placed on the shoulder of the roadway or within the clear zone, it should be placed on the paved shoulder with a minimum of five traffic drums placed in a taper in front of it to delineate its position. The taper shall meet minimum distance requirements for a shoulder closure. The PCMS shall be protected if it is used for a continuous duration of 36 hours or more.
- 9.d) The PCMS shall be removed from the clear zone and have the display screen cleared and turned 90 degrees away from the roadway when the PCMS is no longer required.
- 9.e) The PCMS should not be used within 1,000 feet of an existing PCMS or Variable Message Sign (VMS).
- 9.f) A PCMS message shall:
 - i. consist of no more than two phases;
 - ii. contain no more than three lines of text per phase;
 - iii. have no more than eight characters per line, including spaces.
- 9.g) The PCMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs. The PCMS should not be used for generic messages (ex.: Road Work Ahead, Bump Ahead, Gravel Road, etc.) or for messages that need to be displayed for long periods of time, such as during stage construction. These types of messages should be displayed with construction signs. Special signs shall be coordinated with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.
- 9.h) Typical messages that are allowed on the PCMS are shown below. Approval must be received from the Office of Construction for any message(s) different than the typical messages shown in Figure 1.
- 9.i) All messages shall comply with the information provided in Tables 2 and 3.

<u>Message No.</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Message No.</u>	<u>Phase 1</u>	<u>Phase 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	EXIT XX CLOSED	USE EXIT YY
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	EXIT XX CLOSED USE YY	FOLLOW DETOUR
5	RIGHT LANE CLOSED	MERGE LEFT	13	2 LANES SHIFT AHEAD	USE CAUTION
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	3 LANES SHIFT AHEAD	USE CAUTION
7	RIGHT LANE CLOSED	REDUCE SPEED			
8	2 RIGHT LANES CLOSED	REDUCE SPEED			

Figure 1: Typical PCMS Messages

Table 2: Acceptable Abbreviations

Word Message	Standard Abbreviation	Word Message	Standard Abbreviation
Access	ACCS	Minimum	MIN
Afternoon / Evening	PM	Minor	MNR
Ahead	AHD	Minute(s)	MIN
Alternate	ALT	Monday	MON
Avenue	AVE, AV	Morning / Late Night	AM
Bicycle	BIKE	Mount	MT
Blocked	BLKD	Mountain	MTN
Boulevard	BLVD	National	NATL
Bridge	BR	Normal	NORM
CB Radio	CB	North	N
Center	CTR	Northbound	NBND
Center	CNTR	Oversized	OVRSZ
Chemical	CHEM	Parking	PKING
Circle	CIR	Parkway	PKWY
Compressed Natural Gas	CNG	Pavement	PVMT
Condition	COND	Pedestrian	PED
Congested	CONG	Place	PL
Construction	CONST	Pounds	LBS
Court	CT	Prepare	PREP
Crossing	XING	Quality	QLTY
Crossing (other than highway-rail)	XING	Right	RT
Downtown	DWNTN	Road	RD
Drive	DR	Roadwork	RDWK
East	E	Route	RT, RTE
Eastbound	EBND	Saint	ST
Electric Vehicle	EV	Saturday	SAT
Emergency	EMER	Service	SERV
Entrance, Enter	ENT	Shoulder	SHLDR
Exit	EX	Slippery	SLIP
Express	EXP	South	S
Expressway	EXPWY	Southbound	SBND
Feet	FT	Speed	SPD
Freeway	FRWY, FWY	State, county, or other non-US or non-Interstate numbered route	[Route Abbreviation determined by highway agency]**
Friday	FRI	Street	ST
Frontage	FRNTG	Sunday	SUN
Hazardous	HAZ	Telephone	PHONE
Hazardous Material	HAZMAT	Temporary	TEMP
High Occupancy Vehicle	HOV	Terrace	TER

Highway	HWY	Thruway	THWY
Highway-Rail Grade Crossing	RR XING	Thursday	THURS
Hospital	HOSP	Tons of Weight	T
Hour(s)	HR, HRS	Traffic	TRAF
Information	INFO	Trail	TR
International	INTL	Travelers	TRVLRS
Interstate	I-	Tuesday	TUES
Junction / Intersection	JCT	Turnpike	TPK
Lane	LN	Two-Way Intersection	2-WAY
Left	LFT	Two-Wheeled Vehicles	CYCLES
Liquid Propane Gas	LP-GAS	Upper	UPR
Local	LOC	US Numbered Route	US
Lower	LWR	Vehicle(s)	VEH, VEHS
Maintenance	MAINT	Warning	WARN
Major	MAJ	Wednesday	WED
Maximum	MAX	West	W
Mile(s)	MI	Westbound	WBND
Miles Per Hour	MPH		

** A space and no dash shall be placed between the abbreviation and the number of the route.

Table 3: Unacceptable Abbreviations

Unacceptable Abbreviation	Intended Word	Common Misinterpretation
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (Merge)
LT	Light (Traffic)	Left
PARK	Parking	Park
POLL	Pollution (Index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
WRNG	Warning	Wrong

10. Use of State Police Officers

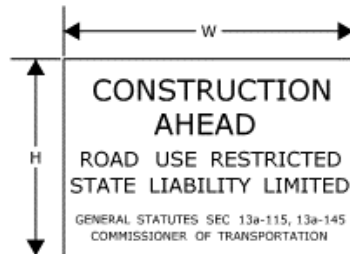
- 10.a) State Police may be used only on limited access highways and secondary roadways that are under their primary jurisdiction. A minimum of one Officer may be used per critical sign pattern; however, a State Police presence is not required. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Left lane closures may also be implemented without State Police presence in areas with only moderate traffic and wide, unobstructed medians. It may be desirable to have a State Police presence, when available, under specific situations, such as 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.
- 10.b) If a State Police presence is provided, once the pattern is in place, the State Police Officer should be positioned in a non- hazardous location in advance of the pattern to provide advance warning to the motorist. If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall reposition so that they are located prior to the backup. The State Police Officer should not be located immediately behind or within the roll ahead area of any TMA or within the work zone buffer area. The State Police Officer shall not be positioned in such a way that the State Police Officer obstructs any construction warning signs or PCMS from view of the motorist.
- 10.c) Other functions of the State Police Officer(s) may include:
 - i. Assisting construction vehicles entering and exiting the work area.
 - ii. Enforcement of motor vehicle laws within the work area, if specifically requested by the Engineer.
- 10.d) State Police Officers assigned to a work site shall take direction from the Engineer.

11. Equipment Operation and Protection on Parkways

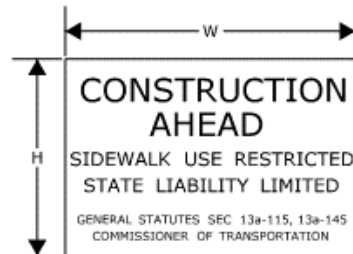
- 11.a) The following roads are designated as Parkway in the State of Connecticut:
 - i. Route 15 (Merritt Parkway) - New York State Line, Greenwich to west begin of Housatonic River Bridge, Stratford
 - ii. Route 15 (Wilbur Cross Parkway) - West begin of Housatonic River Bridge, Stratford to begin overpass Interstate Route 91, Meriden
 - iii. State Route 796 (Milford Parkway - Officer Daniel S. Wasson, Milford Police Department, Connector) - United States Route 1 (Boston Post Road) to Route 15 (Wilbur Cross Parkway), Milford
- 11.b) All trucks using any road designated as a Parkway must be equipped with a lighting/signal system that shall be in operation continuously while on the Traveled Way, as follows:
 - i. Two (2) amber strobe type flashers, visible from the rear only.
 - ii. Two (2) reflectorized “slow moving vehicle triangles” 14 inches H x 16 inches W mounted on the rear of the vehicle.

- iii. The lights must show the full overall width of the vehicle.
 - iv. Each light shall be mounted on a hinged or telescoping post, so that the center of the light will not be less than 10 feet above the ground in the operating position.
- 11.c) In accordance with Section 14-298-237(b) of the State Traffic Administration Regulations, the Engineer has the authority to allow the Contractor's trucks and equipment to travel over portions of the Parkway from which they are normally excluded. Prior to authorization the following must occur:
- i. The Contractor shall provide the Engineer with a list of all trucks and equipment that will need to access the Parkway. The list shall include those truck and equipment specifications requested by the Engineer. The Engineer will contact the Department's Oversize/Overweight Permit Section at DOT.OSOWPermits@ct.gov to request a review of the Contractor's trucks and equipment to ensure they can safely travel on the Parkway to and from the work site. This will include verifying that any structures the trucks and equipment will have to travel under or traverse will have sufficient vertical clearance or weight carrying capacity. The Engineer shall inform the Contractor of the results of the review.
 - ii. The Contractor shall obtain oversize/overweight permits for any trucks and equipment requiring them as determined by the Oversize/Overweight Permit Section.
 - iii. The Engineer has inspected each vehicle and has found them to meet the specifications included within this section.
- 11.d) Each operator of such equipment shall be given instructions by the Contractor concerning the manner of operation while on the Parkway.
- 11.e) All vehicles shall be limited in travel between the nearest Parkway interchange and the work site.
- 11.f) The Contractor will not be permitted to park equipment on the median strip and will not be permitted to cross the median strip without specific permission of the Engineer.
- 11.g) The Engineer reserves the right to revoke authorization if the Contractor fails to abide by the regulations herein prescribed.

SERIES 16 SIGNS



		W	H
16-E	80-1605	84" x 60"	
16-H	80-1608	60" x 42"	
16-M	80-1613	30" x 24"	



		W	H
16-S	80-1619	48" x 30"	

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

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

SIGN 16-E SHALL BE USED ON ALL FREEWAYS AND 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.

CONSTRUCTION TRAFFIC CONTROL PLAN
SERIES 16 SIGNS

SCALE: NONE

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Tracy L. Fagarty
PRINCIPAL ENGINEER

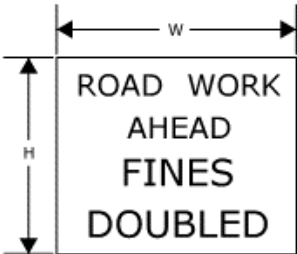
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REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY AND MUNICIPAL ROAD IN CONNECTICUT WHERE THERE ARE WORKERS PRESENT ON THE HIGHWAY.

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.

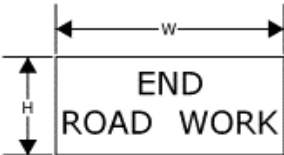
	W	H
31-1906	48"	42"
31-1907	60"	54"



"END ROAD WORK" SIGN

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

	W	H
80-9606	36"	18"
80-9612	48"	24"



CONSTRUCTION TRAFFIC CONTROL PLAN
ROAD WORK AHEAD
SIGNS

SCALE: NONE

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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PRINCIPAL ENGINEER

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2019-08-12 15:56:44 06/02

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 IN ADVANCE 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. TRAFFIC CONES AND PORTABLE CONSTRUCTION SIGNS SHALL NOT BE LEFT UNATTENDED.
5. ALL CONFLICTING 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 48 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 $\leq$ 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION FROM SUNSET TO SUNRISE, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A PORTABLE CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF MILE 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'
35	245'
40	320'
45	540'
50	600'
55	660'
65	780'

CONSTRUCTION TRAFFIC CONTROL PLAN

NOTES

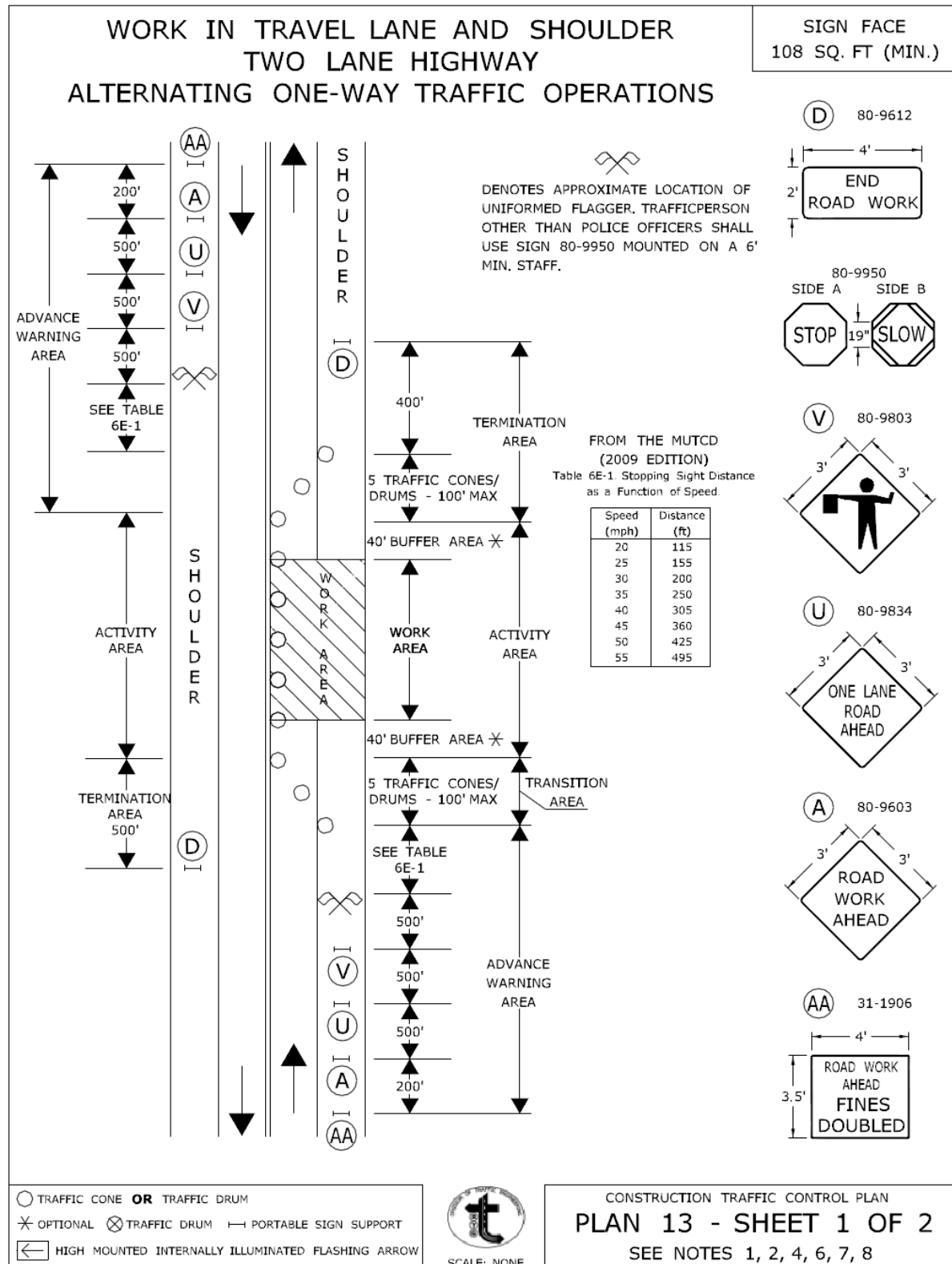
SCALE: NONE

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APPROVED

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2019.09.13 06:47:47-0400



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



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



SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
Charles S. Harlow
2012.06.05 15:55:45-04'00"
PRINCIPAL ENGINEER

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 #0979005A – PEDESTRIAN BARRICADE

Section 9.79 is supplemented and amended as follows:

9.79.01—Description:

Replace the entire Article with the following:

Under this item the Contractor shall furnish all Pedestrian Barricades required on the Project as stated in the item “Maintenance and Protection of Traffic,” as shown on the Plans, and as directed by the Engineer.

Pedestrian barricades visible to vehicular traffic shall have retroreflective sheeting compliant with the Retroreflective Sheeting: Construction Barricade Sheeting section of the [Department’s Qualified Product List](#) on the side(s) facing vehicular traffic.

9.79.02—Materials:

Replace the entire Article with the following:

Pedestrian Barricades used on the Project shall be listed on the [Department’s Qualified Product List](#) under the Pedestrian Barricade category as follows:

- The barricades listed under the Test Level 3 category may be used on roadways with a posted speed limit of 60 miles per hour or less;
- The barricades listed under the Test Level 2 category may be used on roadways with a posted speed limit of 40 miles per hour or less;

Water filled Pedestrian Barricades shall only be used when the air temperature is above 33°F. Such barricades shall only be filled with water and may not contain additional chemicals.

9.79.03 - Construction Methods:

Add the following:

Pedestrian Barricades shall be installed per manufacturer guidelines.

Barricade supports shall not protrude more than 4 inches into the pedestrian facility.

Pedestrian Barricades used to close a pedestrian facility shall cover the entire width of the pedestrian facility.

Pedestrian Barricades used for channelizing pedestrian traffic shall meet the following requirements:

1. Barricades along the pedestrian path shall be interlocked and the gap between adjacent devices shall not exceed 1 inch;
2. Barricades shall be installed to produce a smooth continuous length of barrier, except for locations where access to, or crossing, a pedestrian facility is allowed;

9.79.04—Method of Measurement:

Replace the entire Article with the following:

Pedestrian Barricades will be measured as the number of feet along the top rail of pedestrian barricades installed and accepted on the Project.

9.79.05—Basis of Payment:

Replace the entire Article with the following:

Pedestrian Barricades will be paid at the Contract unit price per linear foot for "Pedestrian Barricade." The length of Pedestrian Barricades will be paid for once, regardless of the number of times used on the Project.

Pay Item	Pay Unit
Pedestrian Barricade	l.f.

ITEM#1106001A- 1 WAY PEDESTRIAN SIGNAL POLE MOUNTED

ITEM#1106002A- 2 WAY PEDESTRIAN SIGNAL POLE MOUNTED

ITEM#1106003A- 1 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED

ITEM#1106004A- 2 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED

Section 11.06 is modified as follows:

Article 11.06.02 Pedestrian Signal, Materials

Article M.16.07 C. Optical Unit

Delete 2. LED: and replace with the following:

General

- Meet requirements of current MUTCD Section 4E.
- Meet current ITE specifications for Pedestrian Traffic Control Signal Indications - (PTCSI) Part 2: Light Emitting Diode (LED).
- Meet CT DOT, 2008 - 2010 Functional Specifications for Traffic Control Equipment; Section 5D, LED Pedestrian Signal with Countdown Timer.
- Meet EPA Energy Star® requirements for LED Pedestrian Signal Modules.

Operational

- Countdown display only during the flashing Pedestrian Clearance (Ped Clr) Interval. Timer goes blank at end of flashing ped clr even if countdown has not reached zero.

Physical

- Sealed optical module to prevent entrance of moisture and dust.
- Self-contained optical module, including necessary power supplies.
- Designed to securely fit into standard housing without the use of special tools or modifications to the housing.
- Identification information on module: manufacturer's name, model number, serial number, and date code.

Optical

- Multiple LED sources; capable of partial loss of LED's without loss of symbol or countdown message.

- Two complete self-contained optical systems. One to display the walking person symbol (walk) and the hand symbol (don't walk). One to display the countdown timer digits.
- Visual Image similar to incandescent display; smooth, non-pixelated.
- Symbol and countdown digit size as shown on the plan.
- Solid hand/person symbol; outline display not allowed.
- Overlaid hand/person symbols and countdown digits arranged side by side.
- Countdown digit display color: Portland Orange in accordance with ITE requirements.
- Countdown digits comprised of two seven segments, each in a figure 8 pattern.
- Photometric Requirements: Luminance, Uniformity, and Distribution in accordance with ITE requirements.
- Color Uniformity in accordance with ITE requirements.
- Blank-Out design; symbols and digits illegible even in direct sunlight when not illuminated.

Electrical

- Operating voltage: 89 VAC to 135 VAC.
- Low Voltage Turn-Off: 35 VAC.
- Turn-On and Turn-Off times in accordance with ITE specifications.
- Combined Hand – Countdown Digits wattage: ≥ 20 Watts.
- Input impedance at 60 Hertz sufficient to satisfy Malfunction Management Unit (MMU) requirements.
- Two separate power supplies. One to power the walking person symbol. One to power the hand symbol and the countdown digits.
- Meet Federal Communication Commission (FCC) regulations concerning electronic noise.
- Filtered and protected against electrical transients and surges.

Warranty

- Five years from date ownership is accepted.

ITEM #1107011A - ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR (TYPE A)

Description:

Furnish and install an Accessible Pedestrian Signal and Detector (APS&D). The APS&D provides audio and tactile information to augment the visual pedestrian signal.

Type A provides a low frequency percussive tone or a speech message during the walk interval and is used where there is an exclusive or a concurrent pedestrian phase.

Material:

A. General:

- Conform to applicable sections of the current MUTCD Chapter 4E, Pedestrian Control Features as specified herein.
- All features fully operational when the traffic signal is in colors mode.
- All features non-operational when the traffic signal is in flash mode.
- Interchangeable with a non-accessible type pedestrian pushbutton with no modifications to the Controller Assembly (CA) or Controller Unit.
- Audible transducer integral with the APS&D housing, adjacent to the pushbutton.
- Operation programming method: Either or combination of:
 - Mechanically by dip switches or circuit board jumpers
 - Infrared remote-control hand-held device

B. Electrical:

- Metallic components either grounded or insulated to preclude an electrical hazard to pedestrians under all weather conditions.
- All features powered by the 110VAC Walk signal and the 110VAC Don't Walk signal so that additional conductors from the CA are not needed.

C. Audible Pushbutton Locator Tone

- Frequency: repeating tone at one (1) second intervals
- Tone duration: ≤ 0.15 seconds
- Volume:
 - Minimum setting of zero
 - Manually adjustable initial setting
 - Automatically adjusted after initial setting. Volume increased in response to a temporary increase in ambient noise and subsequently decreased with a decrease in ambient noise.
 - Maximum volume: 100 dBA which is the approximate sound pressure of a gasoline powered lawn mower nearby.
 - Automatic volume adjustment independent of other APS&Ds at the intersection.
 - May be disabled without affecting operation of other features.
- Silent only during walk interval. Active all other times.

D. Vibrotactile Arrow Pushbutton

- Pushbutton contained in a circular assembly which fits inside the housing and is attached to the housing with 4 screws.
- Actuation of pushbutton acknowledged by confirmation light.
- Actuation of pushbutton initiates speech message "Wait".

- ADA compliant: Size: ≥ 2.0 " (50) diameter, Actuation force: ≤ 5 ft-lb (22.2 N)
- Shape: Circular, raised slightly above housing so that it may be actuated with the back of a hand
- Tamper-proof, vandal-proof, weatherproof, freeze-proof, impact-resistant design and construction.
- Operation: Vibrates only during the walk interval (when the walk indication is displayed).
- Tactile Arrow:
 - Attached to surface of the button assembly by a tamperproof method.
 - Raised slightly above surface of pushbutton, minimum 0.125" (0.3)
 - Size: Length ≥ 1.5 " (38), Height ≥ 1.0 " (25)
 - Color: Sharp contrast to background color of pushbutton and housing

E. Audible Walk Interval

1. General:

- Operation independent of other APS&Ds at intersection.
- Active only during the walk interval (when the walk indication is displayed).
- Volume:
 - Minimum setting of zero
 - Manually adjustable initial setting
 - Automatically adjusted after initial setting. Volume increased in response to a temporary increase in ambient noise and subsequently decreased with a decrease in ambient noise.
 - Automatic volume adjustment independent of other APS&Ds at the intersection.
 - Maximum volume: 100 dBA which is the approximate sound pressure of a gasoline powered lawn mower nearby.
- Duration:
 - Default method: Automatically set by the duration of the visual walk signal display.
 - When selected: Manually set when rest-in-walk is used for a concurrent pedestrian movement.
- Audible sounds that mimic any bird call are not allowed.

2. Percussive Tone where called for on the signal plan:

- Repeating tone at eight (8) to ten (10) ticks per second.
- Tone frequency: Multiple frequencies with a dominant component at 880 Hz which creates a "tick - tick - tick..." sound.

3. Speech Message where called for on the signal plan:

- Clearly enunciate the name of the travel way to be crossed and the message that the walk signal is on for that crossing.. See signal plan for specific message.

F. Pushbutton Housing/Sign Frame/Sign

- One piece die cast aluminum meeting requirements of ASTM B85.
- Sign frame designed to accept 9" x 15" (230 x 380) four-hole advisory sign.
- Flat back to facilitate surface mount.
- Available brackets to either pedestal top-mount or pole side-mount on pole diameter range of 3½" (89) to 15" (380).
- Available brackets to allow mounting two (2) APS&Ds to the same 3½" (89) pole, facing ≥ 60 degrees apart, at the same height.
- Available extension bracket of a size indicated on the plan – 18" maximum.
- Wire entrance through the rear.

- Stainless steel mounting hardware.
- Color: The color shall be black No. 17038, Federal Standard No. 595. At intersections at Merritt Parkway interchanges, all brackets and hardware shall be painted dark green by the manufacturer. The color shall be No. 14056, Federal Standard No. 595.
- Finish: Housing/Frame and all mounting brackets either:
 1. Painted with 3 coats of infrared oven-baked paint before assembly.
 - o Primer: Baked iron oxide which meets or exceeds FS TT-P-636.
 - o Second coat: Exterior-baking enamel, light gray, which meets or exceeds FS TT-E-527.
 - o Third coat: Exterior-baking enamel, which meets or exceeds FS TT-E-489.
 2. Electrostatic powder coated after chemically cleaned.
- Sign: CT DOT Sign No. 31-0856

Construction Methods:

Install the APS&D according to the manufacturer's instructions. Position the APS&D so the plane of the sign face is parallel to the crossing (sign is facing perpendicular) and the arrow is pointing in the same direction as the crossing, not necessarily at the ramp. Notify the Engineer if there is any discrepancy or ambiguity between the plans and field conditions that prevent placement of the APS&D as shown on the plan. Set the minimum sound levels of the locator tone and the audible walk indication when there is little or no ambient noise as in night time operation. Set the volume of audible walk indications and pushbutton locator tones to a maximum of 5dBA louder than ambient sound. The locator tone should be audible 6' to 12' (1.8 m to 3.6 m) from the pushbutton or to the building line, whichever is less. Confirm the volume of both audible walk indication and the locator tone increases with an increase in ambient sound and subsequently decreases when the ambient noise decreases.

If programming method is remote, by an infrared hand-held device, provide one device and operation manual for each intersection where APS&D is installed.

Method of Measurement:

This work is measured by the number of APS&Ds of the type specified, installed, tested, fully operational, and accepted.

Basis of Payment:

Payment for this work is based on the installation, inspection, successful completion of the 30 day test period, and final acceptance of the Accessible Pedestrian Signal and Detector of the type specified. Payment includes the sign, mounting brackets for adjacent buttons on the same structure, extension brackets, all necessary cable, all incidental materials, labor, tools, and equipment necessary to complete the installation. Payment also includes the warrantee, installation manual, and operation manual.

If programming method is remote by an infrared hand-held device, the total bid price of all APS&Ds includes one remote programming device and accompanying operation manual for each intersection where APS&D is installed.

Pay Item	Pay Unit
Accessible Pedestrian Signal and Detector (Type A)	Each

ITEM # 1108163A - MODIFY EXISTING CONTROLLER

Description:

This item shall consist of modifying the existing traffic controller assembly to provide the revised operation as shown on the plans or as directed by the Engineer. The modification shall include revisions to the timing and sequence, cabinet wiring, coordination, pre-emption, installation of a separate electrical outlet(s) for detection equipment, field wiring and cabinet wiring diagrams.

Materials:

The material for this work shall conform to the requirements of the current edition of the Connecticut Department of Transportation Functional Specifications for Traffic Control Equipment. The material shall be compatible with the existing equipment. The electrical outlet(s) for detection equipment shall be a 15 amp duplex three-prong receptacle.

Any material in question shall be approved prior to installation by the Engineer or the Department of Transportation Signal Lab, 280 West Street, Rocky Hill. Contact the Signal Lab at DOT.SignalLab@ct.gov for approval.

Construction methods:

All revisions to the cabinet wiring shall be neat and orderly. All additional wiring shall be from terminal to terminal. Splices will not be allowed. All changes, additions and deletions shall be documented, dated and drawn on the reproducible original or a reproducible copy of the original cabinet wiring diagram. Three paper copies shall be furnished to the Engineer upon completion of the revision and digital PDF files of the modified controller cabinet wiring diagrams shall be sent to DOT.SignalLab@ct.gov.

The installed duplex outlet shall be fed from the cabinet's existing circuit breaker powering the GFCI outlet and installed on the left side of the cabinet. Wiring to the outlet shall be as such that it is the first outlet in the circuit and is not wired to the load side of existing GFCI outlet. If there is a need for more than one duplex receptacle for detection equipment, another duplex receptacle shall be installed in parallel with the first duplex receptacle.

Method of measurement:

This item will be measured for payment as an "each" item.

Basis of Payment:

This item will be paid for at the contract price each, for "Modify Existing Controller" which price shall include all necessary load switches, duplex receptacles, cable, relays, components, hardware, tools, equipment, engineering and labor required to modify the existing controller as shown on the plan. This price shall also include three updated cabinet wiring diagrams.

Pay Item
Modify Existing Controller

Pay Unit
ea.

ITEM#1118012A REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT

Section 11.18: Replace the entire section with the following:

11.18.01 – Description:

Remove all abandoned traffic signal equipment. Restore the affected area. Where indicated on the plans remove and reinstall existing traffic signal equipment to the location(s) shown. Lead paint is presumed present on the painted surface of all cabinets and structures located within project limits. Any activities performed by the contractor that results in a painted surface being impacted or altered, shall be performed in accordance OSHA Lead in Construction Standard 29CFR 1926.62, or the painted surface shall be tested prior to any paint being disturbed by a qualified third party hired by the contractor to confirm that no lead is present.

11.18.02 – Materials:

The related sections of the following specifications apply to all incidental and additional material required for the proper relocation of existing equipment and the restoration of any area affected by this work.

- Division III, “Materials Section” of the Standard Specifications.
- Current Supplemental Specifications to the Standard Specifications.
- Applicable Special Provisions to the Standard Specifications.
- Current Department of Transportation, Functional Specifications for Traffic Control Equipment.

Article 11.18.03 - Construction Methods:

Schedule/coordinate the removal and/or relocation of existing traffic signal equipment with the installation of new equipment to maintain uninterrupted traffic signal control. This includes vehicle signals and detectors, pedestrian signals and pushbuttons, coordination, and pre-emption.

Abandoned Equipment

The contract traffic signal plan usually does not show existing equipment that will be abandoned. Consult the existing traffic signal plan for the location of abandoned material especially messenger strand, conduit risers, and handholes that are a distance from the intersection. A copy of the existing plan is usually in the existing controller cabinet. If not, a plan is available from the Division of Traffic Engineering upon request.

Unless shown on the plans it is not necessary to remove abandoned conduit in-trench and conduit under-roadway.

When a traffic signal support strand, rigid metal conduit, down guy, or other traffic signal equipment is attached to a utility pole, secure from the pole custodian permission to work on the pole. All applicable Public Utility Regulatory Authority (PURA) regulations and utility company requirements govern. Keep utility company apprised of the schedule and the nature of the work. Remove all abandoned hardware, conduit risers, and down guys. Remove anchor rods to 6" below grade.

When underground material is removed, backfill the excavation with clean fill material. Compact the fill to eliminate settling. Remove entirely the following material: pedestal foundation; controller foundation; handhole; pressure sensitive vehicle detector complete with concrete base. Unless otherwise shown on the plan, remove steel span pole and mast arm foundation to a depth of 2 feet below grade. Restore the excavated area to a grade and condition compatible with the surrounding area.

- If in an unpaved area, apply topsoil and establish turf in accordance with Section 9.44 and Section 9.50 of the Standard Specifications.
- If in pavement or sidewalk, restore the excavated area in compliance with the applicable Sections of Division II, "Construction Details" of the Standard Specifications.

Relocated Equipment

In the presence of the Engineer, verify the condition of all material that will be relocated and reused at the site. Carefully remove all material, fittings, and attachments in a manner to safeguard parts from damage or loss. Replace at no additional cost, all material which becomes damaged or lost during removal, storage, or reinstallation.

Salvage Equipment All material not listed as salvage becomes the property of the Contractor, which assumes all liabilities associated with material's final disposition.

Municipal Owned Traffic Signal Equipment

Return all municipal owned material such as pre-emption equipment to the Town.

Article 11.18.04 – Method of Measurement:

This work will be measured as a Lump Sum.

Article 11.18.05 – Basis of Payment:

This work will be paid for at the contract lump sum price for "Removal and/or Relocation of Traffic Signal Equipment" which price shall include relocating signal equipment and associated hardware, all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading of signal equipment/materials designated for salvage and all equipment, material, tools and labor incidental thereto. This price shall also include removing and disposing of traffic signal equipment not to be salvaged and all equipment, material, tools and labor incidental thereto.

Payment is at the contract lump sum price for “Removal and/or Relocation of Traffic Signal Equipment” inclusive of all labor, vehicle usage, storage, and incidental material necessary for the complete removal of abandoned equipment/material and/or relocation of existing traffic signal equipment/material. Payment will also include the necessary labor, equipment, and material for the complete restoration of all affected areas.

Pay Item	Pay Unit
Removal and/or Relocation of Traffic Signal Equipment	L.S.

ITEM #1208937A – SIGN FACE - SHEET ALUMINUM (TYPE XI RETROREFLECTIVE SHEETING)

Section 12.08 is supplemented and amended as follows:

12.08.01—Description:

Add the following:

All signs shall use Type XI retroreflective sheeting.

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

Signs shall conform to the sign details located at <https://portal.ct.gov/DOI/Traffic-Engineering/Catalog-of-Signs> with legend for variable signs as shown in the plans.

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 #1302061A – ADJUST GATE BOX (WATER)**Description:**

The Contractor shall adjust to final grade, the gate boxes and covers appurtenant to the water mains as required and furnish and install extension rings, extension stems, air valve extensions, covers, and additional top or bottom sections if necessary, as shown on the Contract Drawings or as directed by the Engineer in accordance with these specifications.

The Connecticut Water Company shall be contacted a minimum of 48 hours prior to initiating the adjustment of any water gate boxes so that an inspector can be provided for this work. The Contractor shall contact The Connecticut Water Company to arrange an inspector for this work.

Materials:

The Contractor shall furnish standard Connecticut Water Company gate box sections as required and extension stems if necessary.

All additional materials, including any resurfacing materials and any additional fill required, shall be furnished and placed by the Contractor. Gravel shall conform to Article M.02.01.

Construction Methods:

The Contractor shall carefully excavate around the gate boxes, remove the boxes, install extension stems and air valve extensions, if necessary, reinstall the present gate box if reusable, adjust the box to final grade using extension rings if applicable, and refill the excavation. Care shall be taken to prevent material from filling the inside of the gate box.

Extension stems will be required if the gate box is raised 24-inches or more. Extension stems shall be fabricated according to The Connecticut Water Company standards.

Any damage done to The Connecticut Water Company facilities by the Contractor shall be repaired or replaced by the Contractor at his expense.

Method of Measurement:

The number of adjust gate boxes, complete with extension stems, air valve extensions, gate box extension rings, covers, and additional top or bottom sections, if necessary, measured for payment shall be the actual number of each box reset.

Basis of Payment:

This work will be paid for at the contract unit price listed in the bid proposal for “Adjust Gate Box (Water)” complete in place, which price shall constitute full and complete compensation for all labor, materials, and equipment including excavation, backfill, compaction, extension rings and for all other incidentals required to finish the work, complete and accepted by both the Engineer and the representative of the particular utility company involved.

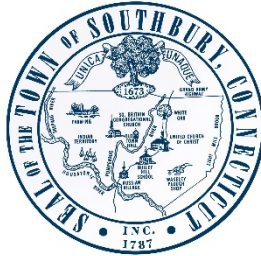
Pay Item

Adjust Gate Box (Water)

Pay Unit

EA

**BID PROPOSAL
PEDESTRIAN SAFETY IMPROVEMENTS**



TO: Mr. Jeffrey Manville
First Selectman
501 Main Street South
Southbury, Connecticut 06488

PROPOSAL OF

Name of Company _____

Address _____

City, State, ZIP _____

Contact _____

Signature _____

Title _____ Date _____

Telephone _____

Email _____

BID FORM
PEDESTRIAN SAFETY IMPROVEMENTS

The undersigned, having familiarized themselves with the existing conditions of the Project area affecting the cost of the work and with the Contract Documents (which includes Advertisement For Bids, Bid Form, Bid Bond, Instructions for Bidders, Non-Collusion Affidavit, Addenda, General Conditions, Special Conditions, Technical Specifications, Drawings as listed in the Schedule of Drawings and form of Surety Bond or Bonds as prepared by the Town of Southbury and on file at the First Selectman's Office, Town Hall, 501 Main Street South, Southbury, Connecticut 06488, hereby proposes to furnish all machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the work, all in accordance with the above listed Documents and submits, herewith, in conformity with the Project Manual and subsequent addenda, the following bid:

BID FORM
SOUTHBURY, CONNECTICUT
PEDESTRIAN SAFETY IMPROVEMENTS - MAIN STREET SOUTH AND POVERTY ROAD
SLR# 12097.00034

The Contractor shall provide unit prices for the following items which may be associated with the Base Bid.

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	ESTIMATED QUANTITY	UNIT COST (\$)	TOTAL COST (\$)
0201001 A	CLEARING AND GRUBBING at _____ dollars and _____ cents per lump sum.	1 l.s.	_____	_____
0202000	EARTH EXCAVATION at _____ dollars and _____ cents per cubic yard.	20 c.y.	_____	_____
0202100	ROCK EXCAVATION at _____ dollars and _____ cents per cubic yard.	2 c.y.	_____	_____
0202329 A	MANAGEMENT OF REUSABLE AND SURPLUS SOIL at _____ dollars and _____ cents per lump sum.	1 l.s.	_____	_____
0202513	REMOVAL OF CONCRETE SIDEWALK at _____ dollars and _____ cents per square yard.	50 s.y.	_____	_____
0202529	CUT BITUMINOUS CONCRETE PAVEMENT at _____ dollars and _____ cents per linear foot.	170 l.f.	_____	_____
0202530	REMOVAL OF BITUMINOUS SIDEWALK at _____ dollars and _____ cents per square yard.	30 s.y.	_____	_____
0207000	BORROW at _____ dollars and _____ cents per cubic yard.	35 c.y.	_____	_____
0219001	SEDIMENTATION CONTROL SYSTEM at _____ dollars and _____ cents per linear foot.	580 l.f.	_____	_____
0219011 A	SEDIMENT CONTROL SYSTEM AT CATCH BASIN at _____ dollars and _____ cents per each.	8 ea.	_____	_____
0406003 A	PAVEMENT REPAIR at _____ dollars and _____ cents per square yard.	50 s.y.	_____	_____
0811001	CONCRETE CURBING at _____ dollars and _____ cents per linear foot.	40 l.f.	_____	_____
0815001	BITUMINOUS CONCRETE LIP CURBING at _____ dollars and _____ cents per linear foot.	80 l.f.	_____	_____

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	ESTIMATED QUANTITY	UNIT COST (\$)	TOTAL COST (\$)
0921001 A	CONCRETE SIDEWALK at _____ dollars and _____ cents per square foot.	3500 s.f.	_____	_____
0921005	CONCRETE SIDEWALK RAMP at _____ dollars and _____ cents per square foot.	2000 s.f.	_____	_____
0921048	DETECTABLE WARNING SURFACE at _____ dollars and _____ cents per square foot.	250 s.f.	_____	_____
0922001	BITUMINOUS CONCRETE SIDEWALK at _____ dollars and _____ cents per square yard.	25 s.y.	_____	_____
0922500	BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL) at _____ dollars and _____ cents per square yard.	200 s.y.	_____	_____
0922501	BITUMINOUS CONCRETE DRIVEWAY at _____ dollars and _____ cents per square yard.	40 s.y.	_____	_____
0944000 A	FURNISHING AND PLACING TOPSOIL at _____ dollars and _____ cents per square yard.	1000 s.y.	_____	_____
0949606 A	ROOT BARRIER at _____ dollars and _____ cents per linear foot.	100 l.f.	_____	_____
0950019 A	TURF ESTABLISHMENT - LAWN at _____ dollars and _____ cents per square yard.	1000 s.y.	_____	_____
0970006	TRAFFICPERSON (MUNICIPAL POLICE OFFICER) at FOURTEEN THOUSAND FOUR HUNDRED dollars and ZERO cents per estimate.	1 est.	\$14,400.00	\$14,400.00
0970007	TRAFFICPERSON (UNIFORMED FLAGGER) at _____ dollars and _____ cents per hour.	480 hr	_____	_____
0971001 A	MAINTENANCE AND PROTECTION OF TRAFFIC at _____ dollars and _____ cents per lump sum.	1 l.s.	_____	_____
0975004	MOBILIZATION AND PROJECT CLOSEOUT at _____ dollars and _____ cents per lump sum.	1 l.s.	_____	_____
0976002	BARRICADE WARNING LIGHTS - HIGH INTENSITY at _____ dollars and _____ cents per day.	360 day	_____	_____

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	ESTIMATED QUANTITY	UNIT COST (\$)	TOTAL COST (\$)
0977001	TRAFFIC CONE at _____ dollars and _____ cents per each.	35 ea.	_____	_____
0979003	CONSTRUCTION BARRICADE TYPE III at _____ dollars and _____ cents per each.	6 ea.	_____	_____
0979005 A	PEDESTRIAN BARRICADE at _____ dollars and _____ cents per linear foot.	30 l.f.	_____	_____
0980020	CONSTRUCTION SURVEYING at _____ dollars and _____ cents per lump sum.	1 l.s.	_____	_____
1001001	TRENCHING AND BACKFILLING at _____ dollars and _____ cents per linear foot.	150 l.f.	_____	_____
1002203	TRAFFIC CONTROL FOUNDATION-PEDESTAL-TYPE I at _____ dollars and _____ cents per each.	9 ea.	_____	_____
1008115	2" RIGID METAL CONDUIT IN TRENCH at _____ dollars and _____ cents per linear foot.	150 l.f.	_____	_____
1008908	CLEAN EXISTING CONDUIT at _____ dollars and _____ cents per linear foot.	370 l.f.	_____	_____
1010001	CONCRETE HANDHOLE at _____ dollars and _____ cents per each.	1 ea.	_____	_____
1010054	CAST IRON HANDHOLE COVER, TYPE II at _____ dollars and _____ cents per each.	1 ea.	_____	_____
1010060	CLEAN EXISTING HANDHOLE at _____ dollars and _____ cents per each.	7 ea.	_____	_____
1102002	8' ALUMINUM PEDESTAL at _____ dollars and _____ cents per each.	9 ea.	_____	_____
1106001 A	1 WAY PEDESTRIAN SIGNAL POLE MOUNTED at _____ dollars and _____ cents per each.	1 ea.	_____	_____
1106002 A	2 WAY PEDESTRIAN SIGNAL POLE MOUNTED at _____ dollars and _____ cents per each.	1 ea.	_____	_____

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	ESTIMATED QUANTITY	UNIT COST (\$)	TOTAL COST (\$)
1106003 A	1 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED at _____ dollars and _____ cents per each.	5 ea.	_____	_____
1106004 A	2 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED at _____ dollars and _____ cents per each.	4 ea.	_____	_____
1107011 A	ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR (TYPE A) at _____ dollars and _____ cents per each.	16 ea.	_____	_____
1108163 A	MODIFY EXISTING CONTROLLER at _____ dollars and _____ cents per each.	2 ea.	_____	_____
1113103	7 CONDUCTOR NO. 14 CABLE at _____ dollars and _____ cents per linear foot.	3100 l.f.	_____	_____
1118012 A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT at _____ dollars and _____ cents per lump sum.	1 l.s.	_____	_____
1208937 A	SIGN FACE - SHEET ALUMINUM (TYPE XI RETROREFLECTIVE SHEETING) at _____ dollars and _____ cents per square foot.	15 s.f.	_____	_____
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS at _____ dollars and _____ cents per linear foot.	100 l.f.	_____	_____
1210105	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS at _____ dollars and _____ cents per square foot.	1930 s.f.	_____	_____
1211001	REMOVAL OF PAVEMENT MARKINGS at _____ dollars and _____ cents per square foot.	1400 s.f.	_____	_____
1220027	CONSTRUCTION SIGNS at _____ dollars and _____ cents per square foot.	101 s.f.	_____	_____
1302061 A	ADJUST GATE BOX (WATER) at _____ dollars and _____ cents per each.	1 ea.	_____	_____
TOTAL OF ALL PROJECT BASE BID ITEMS: \$ _____ WRITTEN _____ DOLLARS AND _____ CENTS				

EXCEPTIONS: All bidders must list below any and all exceptions to the attached specifications:

The bidder certifies that his bid is made independently without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of his bid have not been disclosed to anyone other than his employees, agents or sureties prior to the official bid opening.

The bidder, by submittal of this bid, agrees with the Town that the amount of bid security deposited with this bid (if required) fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Legal Company Name _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

Business Address _____

City, State and Zip Code _____

Telephone Number _____

Email _____

Date _____

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.

INDEMNIFICATION CERTIFICATE

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town of Southbury, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of Southbury. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefits acts.

Contractor	_____
Signature of Authorized Representative	_____
Title of Authorized Representative	_____
Business Address	_____
Date	_____

NOTICE TO CONTRACTORS — CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

The Town of Southbury has amended its Code of Ethics/Conflict of Interest Ordinance to become effective on February 28, 2017 and is included in this package. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have **read** the above Code of Ethics/Conflict of Interest Ordinance, and agree to abide by its terms.

ORDINANCE RECEIVED BY

Print Name _____

Signature _____

Date _____

REFERENCES

The Bidder is required to complete the following form to allow the Town of Southbury to make inquiries and judgment as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. The Bidder has been in business for _____ years.
2. List three (3) projects of similar nature to the project described herein that the Bidder has completed. Include the name of entity, address, contact person, email, and telephone number of a reference for each project.

a. Name _____

Address _____

Contact _____

Email _____

Phone _____

b. Name _____

Address _____

Contact _____

Email _____

Phone _____

c. Name _____

Address _____

Contact _____

Email _____

Phone _____

It is understood and agreed that the written Unit Prices bid for the quantities of work in the various items of work shall control the Contract award and that the quantities noted are approximate (estimated only for use in comparing bids); and that the sum obtained by multiplying the Unit Prices by the estimated quantities and, also, the total of these sums are inserted for the purpose of checking this Bid and for the convenience of the Bidder. The Unit Prices are to be paid for the actual quantities of the several classes of work in the completed work or structures.

Should quantities be less than those shown for the Unit Prices, only lesser, actual quantities will be allowed in calculating cost.

The Bidder understands, by signing this Bid that the Town of Southbury shall REJECT any bid that has unit prices, which are, in the opinion of the Purchasing Agent, obviously unbalanced. The Bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, equipment, pro rata profit and pro rata overhead costs to perform the work described in the Contract Documents.

In submitting this Bid, the Bidder understands that the Town of Southbury reserves the right to reject any and all bids, or to waive any informality in the submitted bid documents. The Bidder also understands that the Town of Southbury reserves the right to accept any, all, or none of the Alternates, which may be listed above and may accept Alternates in any order at the Town's sole discretion. The Bidder agrees to perform the work of each accepted Alternate for the sum quoted for each and to include such accepted Alternates in the Contract for construction.

If written notice of the acceptance of this Bid and any or all of the Alternates is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening of the Bid, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and deliver any Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to them for signature.

Bid Bond:

The undersigned herewith submits security equal to five percent (5%) of the Base Bid, the sum of:

_____ Dollars and No Cents

(\$ _____)

This security shall be the sole and exclusive property of the Town of Southbury as liquidated damages to the Town, if the undersigned fails to execute a Contract in conformity with the accompanying forms, after due date notification therefore in the Contract Documents.

Other Conditions:

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this Bid, or any other bid, or in the submitting of this Bid.

The Bidder is enclosing a statement of their qualifications and is prepared to submit a financial statement upon request.

The acceptance of subcontractors shall rest with the Town and their decision shall be final.

Addenda:

The bidder hereby acknowledges receipt of the following Addenda. (Include signed copies of addenda with bid submittal)

Addendum Number	Date Received	Signature

TOWN OF SOUTHBURY

501 MAIN STREET SOUTH

OCTOBER 2025

1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we the undersigned,
_____, as PRINCIPAL,
and _____, as SURETY are
held and firmly bound unto the Town of Southbury, Connecticut 06488, hereinafter called the
‘Town’, in the penal sum of _____ DOLLARS
(\$_____) in 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, and successors,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the Principal has
submitted the accompanying bid dated the ____ day of _____, 20____, for
_____.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified
therein after the opening of same or if no period be specified within 180 days after the said opening
and shall within the period specified therefore, or, if no period be specified within 10 days after
the prescribed forms are presented to him for signature, enter into a written Contract with the Town
of Southbury 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, if the Principal shall pay the Town of
Southbury the difference between the amount specified in said Bid and the amount for which the
Town of Southbury may procure the required work or supplies or both, if the latter amount be in
excess of the former, then the above obligations shall be void and of no effect, otherwise to remain
in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their
several seals this ____ day of _____, 20____, the name and Corporate Seal of each

corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of the governing body.

For Sole Proprietor

(Seal)

In Presence of:

(Witness Signature)

(Individual Principal)

(Witness Signature)

(Business Address)

For Partnership:

In Presence of:

(Seal)

(Witness Signature)

(Partnership)
By: _____

(Witness Signature)

(Business Address)

For Corporation:

Attest:

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

By: _____

Attest:

(Corporate Surety)

(Business Address)

(Affix Corporate Seal)

Countersigned:

By: _____

By: _____

Attorney-in-Fact, State of _____

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 behalf of the Principal was then _____ of said Corporation; that I know the signature and the 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 the governing body.

(Title)

(Corporate Seal)

(The Surety Company must append statement of their 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 Bid)

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 PEDESTRIAN SAFETY IMPROVEMENTS, is awarded to

_____, the undersigned Corporation will
(Name of Bidder)

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 thencewith.

(Surety)

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

(Including notification of outstanding financial and other obligations to the Town of Southbury)

State of _____)

) ss:

County of _____)

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

1. He/She is (owner, partner, officer, representative or agent) of _____
_____, the Bidder/Proposer that has submitted the attached Bid/Proposal;
(Bidder/Proposer Name)
2. He/She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
3. Such Bid/Proposal is genuine and is not a Collusive or Sham Bid/Proposal;
4. Neither the said Bidder/Proposer, 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/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/Proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Southbury or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and

6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

7. Check one:

_____ That neither this Bidder/Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has outstanding financial or other obligations to the Town of Southbury nor are they a party to any entity which has any such obligations.

_____ There are such outstanding obligations. (List all obligations on a separate sheet, indicate the nature of the obligation and the parties involved.)

8. That neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the Town of Southbury as required by State law.

9. Listing of owners, partners, officers, representatives, agents and/or affiliates

Name	Title	Affiliated Company (if none, state NONE)

(Use additional sheet if necessary - must be on company letterhead and notarized)

(Signed) _____

(Title) _____

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

_____ Title _____

My Commission Expires: _____

NOTE: THIS FORM MUST BE NOTARIZED

TO BE COMPLETED BY ORIGINATING DEPARTMENT

BID/PROPOSAL/AGREEMENT TITLE	
DEPARTMENT	
RETURN FORM TO	
ADDRESS	
ADDRESS	

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

City/Town of _____

FIRM NAME: _____

ADDRESS: _____

DESCRIPTION OF PROJECT _____

BID AMOUNT: \$ _____

DATE: _____

I (Name of Person) _____ of

the (Name of Firm) _____

intend to honor our Affirmative Action Program on file with the Connecticut Department of Transportation, Office of Contract Compliance. I further certify that our Affirmative Action Program is current and that the last approval was on _____, 20 ____ and it expires on _____, 20 ____.

SIGNED BY: _____

TITLE: _____

EEO OFFICER

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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 or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF CONNECTICUT
LABOR DEPARTMENT
REGULATION OF WAGES DIVISION
CONTRACTOR'S WAGE CERTIFICATION FORM

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

Do hereby certify that the firm of

Company Name
and all of its subcontractors will pay all workmen on the:

Project Name and Address

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

(Signature)

(Date)

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

Notary Public

My Commission Expires: _____

Prevailing Wage Rates for this Project are attached in Appendix A.

*It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on State Wage Rates for those tradespeople who are not covered by the applicable State Wage Determination, but who may be employed for the proposed work under this Contract.

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20 ____ by and between the TOWN OF SOUTHBURY, hereinafter called the “OWNER”, acting through its BOARD OF SELECTMEN, and _____ (a corporation), of _____, County of _____ and State of _____, hereinafter called the “CONTRACTOR”.

WITNESSETH THAT: for in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PEDESTRIAN SAFETY IMPROVEMENTS addenda thereto, dated _____, being nos. _____ as further described in the Proposal for Construction submitted by the CONTRACTOR, dated _____ and all documents included therein by reference; hereinafter called the “Project” for the sum of _____ (\$ _____) and all extra work in connection therewith, under the terms as stated in the General, Special and Technical Conditions of the Contract, and at (his, her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurances and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Contract.

The “Contract” shall consist of the following contract documents:

- a. The Advertisement for Bids.
- b. The Information for Bidders.
- c. Bid Proposal.
- d. The Contract Drawings (Plans), which include all maps, plates, prints and their drawings and printed or written explanatory matter thereof.

- e. The Contract Documents (including Notice to Contractor, Special Provisions, and Permits) thereof.

All of which, including all Addenda thereto, are made a part hereof and collectively evidence and constitute the Contract. If there is any inconsistency between the provisions of this Agreement and any of the other contract documents, the provisions of this Agreement shall prevail.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within the time limit specified in the "Notice to Proceed". The CONTRACTOR further agrees to pay, as liquidated damages, the sum as specified in the Special Conditions and as herein provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract and to make payments on account thereof as provided in the General Conditions. The Town before making payment may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor for work under this Contract, if this is deemed necessary to protect its interest.

Notices shall be deemed to have sufficiently been given if in writing and delivered either personally or by certified mail to the authorized representative of the other party.

From the Town to the Contractor:

From the Contractor to the Town:

Authorized Representative

Jeff Manville, First Selectman

Contractor

Town of Southbury

Address

501 Main Street South

City, State ZIP Code

Southbury, CT 06488

The CONTRACTOR shall indemnify and save harmless the OWNER as specified in the Special Conditions.

Any claim between the OWNER and CONTRACTOR shall be resolved as follows:

Prior to the initiation of formal dispute resolution proceedings, the claiming party shall submit a written demand for a conference to be attended by those parties involved in the Project that are reasonably necessary for the resolution of the dispute. Such meeting shall be held within fifteen (15) days of the demand at the offices of the OWNER. Each party requested to attend this conference shall send an authorized representative who has authority to make decisions necessary to resolve the dispute.

If the conference fails to lead to a resolution of the claim or dispute, then the OWNER may submit a written demand to proceed to mediation and the OWNER and CONTRACTOR agree to participate in good faith in the mediation process. Mediation shall commence within forty-five (45) days of the initial demand to mediate and shall be arranged through the American Arbitration Association or any other recognized dispute resolution organization in the State of Connecticut. The costs of mediation (excluding individual legal fees) shall be shared equally.

In the event the OWNER does not elect to proceed to mediation, then all claims, counter-claims, disputes and other matters in question between the OWNER and CONTRACTOR arising out of this Contract or the breach thereof will be decided by arbitration or in a court of competent jurisdiction within the district in which the OWNER is located, as determined by the OWNER. In any such action, the prevailing party shall be entitled to recover its costs and reasonable fees of experts and attorneys.

Notwithstanding the existence of a dispute, the CONTRACTOR shall continue to carry on the Work and maintain the progress schedule set forth in the Contract unless the OWNER elects to terminate the Work in accordance with the Contract or the parties mutually agree in writing to suspend Work while the dispute is pending.

THIS AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

THIS AGREEMENT may only be modified, amended, supplemented or canceled by a duly written instrument signed by both parties.

THIS AGREEMENT, shall be deemed to include all terms and requirements imposed by law including, but not limited to, all applicable provisions of the State of Connecticut for the performance of the work on the project.

In the event of any inconsistencies between applicable general laws and the Contract Documents, the applicable general laws shall prevail.

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall be valid and enforceable according to its terms.

The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Connecticut. Neither party shall be deemed to be the author of this Agreement.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: _____ (Corporate Seal)

BY: _____ TITLE: _____

ATTEST:

CONTRACTOR: _____ (Corporate Seal)

BY: _____ TITLE: _____

ATTEST:

CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the TOWN OF SOUTHBURY, Connecticut do hereby certify as follows:

I have examined the above Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, have full power and authority to execute said Agreements on behalf the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provision thereof.

By _____

Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, (name of Contractor) _____, a (Corporation, Partnership, Individual) _____ hereinafter called the "Principal", and _____, of _____, State of _____, hereinafter called the "Surety", are held firmly bound unto the Town of Southbury, Connecticut, hereinafter called the "OWNER", in the penal sum of _____ DOLLARS (\$ _____) in 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, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Owner, dated the ____ day of _____, _____, a copy of which is attached and made a part hereof for the construction of _____.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during original term thereof, and any extensions thereof which may be granted by the Town, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Town all outlay and expense which the Town may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to

the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to work of the Specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

ATTEST:

(Principal)

(Principal) Secretary
(SEAL)

BY: _____ (s)

(Address - Zip Code)

(Witness to Principal)

ATTEST:

(Surety)

(Surety) Secretary
(SEAL)

BY: _____
(Attorney-in-fact)

(Witness as to Surety)

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all Partners should execute Bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, (name of Contractor) _____, a (Corporation, Partnership, Individual) _____ hereinafter called the "Principal", and _____, of _____, State of _____, hereinafter called the "Surety", are held firmly bound unto the Town of Southbury, Connecticut, hereinafter called the "OWNER", in the penal sum of _____ DOLLARS (\$ _____) in 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, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Owner, dated the ____ day of _____, _____, a copy of which is attached and made a part hereof for the construction of _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification of, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, construction of such work, and all insurance premiums on said work, or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change,

extension of time, alteration, or addition to the terms of the Contract or to work of the Specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

ATTEST:

(Principal)

(Principal) Secretary
(SEAL)

BY: _____ (s)

(Address - Zip Code)

(Witness to Principal)

ATTEST:

(Surety)

(Surety) Secretary
(SEAL)

BY: _____
(Attorney-in-fact)

(Witness as to Surety)

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all Partners should execute Bond.

ACKNOWLEDGMENT OF SURETY COMPANY

State of _____)

) ss:

County of _____)

On this _____ day of _____, 20____, before me personally came _____, to me known to be the person named in the above instrument and who being by me duly sworn, did depose and say (he/she) resides in _____, that (he/she) is the _____ of the corporation described in which is executed the above instrument; that (he/she) 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/she) signed (his/her) 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, Southbury, Connecticut, _____, 20____

Corporation Counsel, TOWN OF SOUTHBURY

First Selectman, TOWN OF SOUTHBURY

STATE OF CONNECTICUT)
)
) ss:
COUNTY OF _____)

1. He/She is the (Owner, Partner, Officer, Representative, or Agent) of _____, the Bidder that has submitted the attached Bid.
2. Neither the Bidder, nor their subcontractors are in arrears to the State of Connecticut Second Injury Fund.

(Title) _____

Notary Public
Commissioner of the Superior Court

CERTIFICATE OF WAIVER AND RELEASE OF CLAIMS

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

(Subcontractor Name/Address)

a corporation/partnership, business organized under the laws of the State of Connecticut, in consideration of the sum of:

(Written Figures)

(\$ _____)

Received from

(General Contractor Name/Address)

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heir, executors, administrators, successors and assigns, all rights to claim payment for work done and in place as of the date of this Release of the Project commonly known as the PEDESTRIAN SAFETY IMPROVEMENTS

(Name of Subcontractor)

hereby indemnifies the TOWN OF SOUTHBURY, Connecticut (Owner) against any and all claims for work performance and/or materials supplied by it/him/her/us under the above-mentioned Contract.

IN WITNESS WHEREOF:

(Subcontractor Name/Address)

has caused this Waiver and Release of Claims to be executed by its duly authorized officer this _____ day of _____, 20____.

Executed and delivered in the presence of:

_____ By: _____

Witness

Witness

State of _____)

) ss:

County of _____)

_____ duly authorized, have duly sworn, deposes and
says that he/she is _____ of _____
and that the statements herein contained are true and correct.

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

(Notary Public)

My Commission Expires: _____

CONTRACTOR'S FINAL PAYMENT RELEASE

KNOW YE MEN BY THESE PRESENTS THAT:

_____ duly authorized to act on behalf of
(Contractor's Name and Address) _____
of County and State of _____, for and in consideration of final
payment is the sum of _____ Dollars (\$
_____), lawful money of the United States of America, the receipt whereof is
hereby acknowledged, in full satisfaction and payment of all sums of money owing, payable and
belonging to _____ (Contractor) by any means whatsoever,
for or on account of a certain agreement hereinafter called the Contract, between the TOWN OF
SOUTHBURY (Owner) and _____ (Contractor),
dated _____.

NOW, THEREFORE, _____, duly authorized to act on
behalf of said _____ (Contractor), its successors,
legal representative and assigns does hereby release, acquit, agree to indemnify and hold harmless
and forever discharge the said TOWN OF SOUTHBURY (Owner), its officers, agents, servants
and employees from all claims, demands and causes of action and actions, suits, debts, dues, duties,
sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts,
agreements, promises, variances, trespasses, damages, judgments, extent, executions, claims and
demands whatsoever in law or equity, or otherwise that _____
(Contractor), its successors, legal representative and assigns may now have or that might
subsequently accrue to _____ (Contractor) its successors, legal
representatives and assigns out of or connected with, directly or indirectly, the Contract dated
_____ between _____ (Contractor) and the
TOWN OF SOUTHBURY (Owner) and any and all other bid documents, agreements and Contract
modifications thereto.

Signed, Sealed and Delivered in the Presence of:

_____ (Witness)

By: _____

_____ (Witness)

Its duly Authorized _____

STATE OF CONNECTICUT)

) ss: _____ Dated: _____

COUNTY OF _____)

Before me, on behalf of _____ personally appeared

_____, duly authorized, to me known, and known to me to be the
person named in and who executed the above release, and he/she acknowledges to me that he/she
executed the same as his/her free act and deed.

Notary Public, Commission of Superior Court
My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned, a _____ in and for said County and State

(NOTARY PUBLIC, JUSTICE OF THE PEACE, ALDERMAN)

personally appeared _____

(INDIVIDUAL, PARTNER OR DULY AUTHORIZED REPRESENTATIVE OF CORPORATE CONTRACTOR)

who, being duly sworn according to law, deposes and says that all labor, materials and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract of the TOWN OF SOUTHURY, Connecticut with _____

have been paid in full.

(CONTRACTOR)

(Individual, Partner or duly Authorized Representative of Corp. Contractor)

Sworn to and subscribed before me this _____ day of _____, 20 _____

NOTARY PUBLIC

My Commission Expires: _____

STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the Contract dated _____
between the TOWN OF SOUTHBURY, Connecticut and
_____ (Contractor) the
_____ (Surety) on the Material and Labor Payment Bond
of _____ (Contractor), after a careful examination
of the books and records of said Contractor or after receipt of an affidavit from Contractor, which
examinations of affidavit satisfies said Surety that all claims for labor and materials have been
satisfactorily settled, hereby approved of the final payment of the said
_____, Contractor, and by these presents witnesseth
that payment to the Contractor of the final estimates shall not relieve Surety of any of its
obligations to the TOWN OF SOUTHBURY as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, SAID SURETY has hereunto set its hand and seal this _____ day of
_____, 20_____.

ATTEST:

(SEAL) _____ BY _____
(President)

NOTE: THIS STATEMENT, IF EXECUTED BY ANY PERSON OTHER THAN THE
PRESIDENT OR VICE PRESIDENT OF THE COMPANY, MUST BE ACCOMPANIED BY A
CERTIFICATE OF EVEN DATE SHOWING AUTHORITY CONFERRED UPON THE
PERSON SO SIGNING TO EXECUTE SUCH INSTRUMENTS ON BEHALF OF THE
COMPANY REPRESENTED.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ (Contractor) as Principal, and as Surety, are held and firmly bound unto the TOWN OF SOUTHBURY, Connecticut, hereinafter called the "Town" in the final sum* of _____ Dollars (\$ _____) lawful monies of the United States for the payment of which sum will and truly 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 executed an Agreement, dated _____, 20____, for PEDESTRIAN SAFETY IMPROVEMENTS.

NOW THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period of two (2) years from the date of final payment and issuance of a Certificate of Completion, without additional cost to the Town. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond shall become payable to the Town.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND/OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE TOWN SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED AND/OR ALTERED.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of: _____ (Seal)
(Individual Principal)

(Business Address)

(Seal)
(Partnership)

(Business Address)

By: _____

Attest:

(Corporate Principal)

(Business Address)

By: _____ (Seal)

Attest:

(Corporate Surety)

Countersigned by:

(Seal)

* Final sum shall be the actual final construction cost.

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.

NOTICE OF AWARD

To: _____

Project Description: **Pedestrian Safety Improvements along Main Street South and Poverty Road**

The TOWN OF SOUTHBURY has selected your firm as the apparent low bidder to perform construction of the Pedestrian Safety Improvements along Main Street South and Poverty Road in Southbury, Connecticut in response to its advertisement for bids dated _____, 20____. You are hereby advised that your bid has been accepted for items in the amount of:

_____ (\$_____)
(Written Figures)

_____ (Firm Name) will be authorized to proceed with this work or service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the First Selectman of the TOWN OF SOUTHBURY.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract and furnish said bonds, insurance, and other required documents within ten (10) calendar days from the date of this Notice, the TOWN OF SOUTHBURY will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and the Town will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this _____ day of _____, _____

By _____

Jeffrey A. Manville, First Selectman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

Company Name

Dated this _____ day of _____, _____

By _____

Printed Name

Signature

Title

NOTICE TO PROCEED

Date: _____

To: _____

Project Title: **PEDESTRIAN SAFETY IMPROVEMENTS**

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____, and you are to complete the work within _____ calendar days thereafter.

The date of completion of work is therefore _____, 20____.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

Town of Southbury

By _____

Jeff Manville, First Selectman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

Company Name

Dated this _____ day of _____, _____
Date Month Year

By _____
Printed Name Signature Title

TOWN OF SOUTHBURY
CHANGE ORDER

PROJECT: _____

Contract Date: _____

Change Order Date: _____

Change Order No. _____

CONTRACTOR: _____

TO: TOWN OF SOUTHBURY, CONNECTICUT
SOUTHBURY, CONNECTICUT

_____, the Contractor, agrees that this change order adjusts the contract price and time to reflect fairly all overhead, profit, charges, costs, expenses, delays, damages and the payments that may be claimed due and owing to the Contractor as of the above stated date and agrees that the acceptance of this change order by the owner will constitute a complete and final accord and settlement of Contractor's claims against the Owner on account of this work through the date of the Contractor's signature below.

You are directed to make the following changes in this Contract: _____

Justification: _____

The Original Contract Sum was: \$ _____

Net Changes by previous Change Orders: \$ _____

The Contract Sum prior to this Change Order was: \$ _____

The Contract Sum will be (increased, decreased)
by this Change Order: \$ _____

The Contract Time will be (increased, decreased, unchanged) by _____ calendar days.

The Date for Completion as of the date of this Change Order therefore is _____

_____	_____	_____
(Engineer)	(Contractor)	(Owner)

_____	_____	_____
(Address)	(Address)	(Address)

By: _____	By: _____	By: _____
-----------	-----------	-----------

Date: _____	Date: _____	Date: _____
-------------	-------------	-------------