

**TOWN OF WESTON**  
**INVITATION TO BID**

**WESTON COMMUNITY CONNECTIVITY  
PROJECT**

**(State Project 0170-3513)**

**BIDDING DOCUMENTS**  
**&**  
**CONSTRUCTION SPECIFICATIONS**

First Selectwoman  
Samantha Nestor

March 14, 2023

## TABLE OF CONTENTS

1. Invitation to Bid
2. Information for Bidders
3. CHRO Notification to Bidders
4. Bid Form
5. Qualifications of Bidder
6. Non-Collusive Bid Statement
7. Special Conditions
8. Draft Agreement
9. State-Required Contract Provisions
10. Wage Rates
11. Special Provisions – Signal Revisions at State Routes 53 and 57 (Weston Road) and State Route 53 (Norfield Road), Weston, CT

## INVITATION TO BID

### WESTON COMMUNITY CONNECTIVITY PROJECT STATE PROJECT 0170-3513

**ISSUE DATE: March 17, 2023**  
**BID SUBMISSION DEADLINE: April 14, 2023 at 12:00 PM**

Sealed bids will be received in hard copy format at the **Office of Town Clerk, Weston Town Hall, 56 Norfield Road, Weston, Connecticut 06883** on or before the bid submission deadline indicated above, at which time all bids received will be opened in the Town Hall Meeting Room and read aloud.

Work includes the construction of approximately 5,500 linear feet of new sidewalk, varying in material type including concrete, bituminous concrete, and stone dust within Weston Town Center. Work also includes traffic signal modifications at the intersection of Weston Road and Norfield Road to accommodate pedestrian improvements in the area.

A non-mandatory pre-bid meeting will be held on March 31, 2023 at 12:30 PM in the Town Hall Meeting Room at Weston Town Hall, 56 Norfield Road, Weston, Connecticut.

No bids will be accepted after the Bid Submission Deadline. Each bid must be submitted on the official form which is furnished by the Town. All blank spaces in the bid form must be filled in as noted, and no bidder shall change the language of the bid or the items mentioned therein.

Questions about this Invitation to Bid shall be submitted to the Town of Weston's consultant project manager Victoria Houle at [wickedhoule@gmail.com](mailto:wickedhoule@gmail.com). Instructions and specifications are also available from the Town's website: <https://www.westonct.gov/government/rfp-s>

Bidders shall comply with State mandated laws, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Bidders are further advised that this project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53.

This contract is subject to state set-aside and compliance requirements.

Bid security is required in the amount of ten percent (10%) of the bid and shall be in the form of a certified check or cashier's check made out to the Town of Weston. A Payment Bond in the full amount (100%) of the contract price will be required. A bidder may not withdraw a bid within fourteen days of the bid opening.

The Town reserves the right to reject bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the lowest cost bid. The Town reserves the right to review the bids and reject all bids, or take no action, or elect not to select any bid. The Town also reserves the right to cancel the bid at any time and to reissue this or a substitute Invitation to Bid at a later date. In its sole discretion and without prejudice, the Town will award a contract to the bidder that it feels is best suited to complete the scope of services. The bid does not constitute a contract or offer of employment.

The Town reserves the right to negotiate with any bidder any amendments to the Contract.



## INFORMATION FOR BIDDERS

### WESTON COMMUNITY CONNECTIVITY PROJECT STATE PROJECT 0170-3513

#### 1. Receipt & Opening of Bids

Sealed bids will be received by the Town of Weston until April 14, 2023 at 12:00 P.M. The bid opening will take place at 12:01 P.M. on April 14, 2023 at the Town Hall Meeting Room at 56 Norfield Road.

Each bid must be submitted in a **sealed envelope**, addressed as follows:

Weston Town Clerk  
Weston Community Connectivity Project – State Project 0170-3513  
56 Norfield Road  
Weston, CT 06883

The bid envelope should also bear on the outside the name of the Bidder and his/her address.

#### 2. Preparation of Bid

All bids must be made on the required bid form. All blank spaces for prices must be typewritten, and the bid form must be fully completed and executed when submitted. Only one original of the bid form is required.

Bids must be made on the form furnished by the Town and attached hereto. Bidders will state, both in numerals and in words, the proposed price for the work. If any price is omitted, the blank may be filled with the highest price proposed by any other bidder for such omitted item or the entire proposal may be rejected.

The following documents shall be submitted with bids. Bids not including all forms shall be considered incomplete and will be rejected.

1. Bid Sheet
2. Bid Bond
3. Qualifications of Bidder
4. Non-Collusive Bid Statement
5. CHRO “Bidder Contract Compliance Monitoring Report”

#### 3. Competency of Bidders

All Bidders shall be pre-qualified in accordance with the Connecticut Department of Administrative Services (DAS) Construction Contractor Prequalification Program

(C.G.S. Sec. 4a-100). Further, subject to the rights reserved to the Owner in the Paragraphs below, the contract shall be awarded to the lowest responsible qualified Bidder. The Town reserves the right to select Bidders and may refuse to issue a bid form to any individual, firm or corporation based upon, but not limited to, one or more of the following facts:

1. For having defaulted on previous contracts or is currently in litigation or arbitration with the Town of Weston.
2. For having failed to complete contracts within the time required without acceptable reasons.
3. For having performed similar work in an unsatisfactory manner.
4. For having failed to prosecute work continuously, diligently and cooperatively in an orderly sequence.
5. When in the Town's judgment the Bidder does not have the required experience in the class of work to be bid on, fails to have proper labor and equipment to prosecute the work within the time allowed, or fails to have sufficient capital and quick assets to finance the work.

4. Rejection of Bids

The Town reserves the right to reject any or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the lowest cost bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town also reserves the right to cancel the bid at any time and to reissue this or a substitute bid at a later date. The Town reserves the right to review the bids and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Bidder that it feels is best suited to complete the scope of services. The bid does not constitute a contract or offer of employment.

5. Modification of Bids

Modifications of bids are prohibited.

6. Errors of Omissions

Bidders are required to check all dimensions and quantities on the Contract Drawings and all statements in the Contract Documents before undertaking any portion of the work and shall notify the Town of all errors or omissions therein, which he/she may discover by such examination and checking. The Bidder will not be allowed to take advantage of any error or omission in these Contract Drawings or Contract Documents. Full instructions will be issued by the Town should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

7. Contract Documents

The Agreement, Construction Narrative, Invitation to Bid, Information for Bidders, Bid Proposal, Special Conditions, Special Provisions, Technical Specifications, Drawings, Maps, Addenda (whether issued prior to opening of Bids or execution of the Agreement), and any other document included in the Bid Documents Package prepared for Bidders.

8. Subcontracts

The Contractor may utilize the services of Subcontractors subject to the approval of the Town. All Subcontractors are required to comply with Contract provisions.

The Town reserves the right to reject the use of a Subcontractor if the evidence submitted by, or investigation of, such subcontractor fails to satisfy the Town that the subcontractor is properly qualified to complete the work contemplated in the Contract. Rejection of a Bidder's Subcontractor shall not relieve the Bidder of any requirements of the Contract nor provide grounds for the Bidder to request compensation for his use of an alternate qualified subcontractor.

The low Bidder must supply the name and addresses of major material suppliers and subcontractors when requested to do so by the Town.

9. Qualifications of Bidders

The Town may make such investigation as deemed necessary to determine the ability of the Bidder to discharge his contract. The Bidder shall furnish the Town with all such information and data as may be required for that purpose. The Town reserves the right to reject any bid if the Bidder fails to satisfactorily convince the Town that he is properly qualified by experience and equipped to carry out the obligation of the contract and to satisfactorily complete the work called for herein. Conditional bids will not be accepted.

10. Disqualification of Bidders

Any or all bids will be rejected if there is reason to believe that collusion exists among the Bidders, and no participants in such collusion will be considered in future proposals for the same work. Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items. No contract will be awarded except to competent bidders capable of performing the class of work contemplated.

## 11. Bid Security

Bid security is required in the amount of ten percent (10%) of the bid and shall be in the form of a certified check or cashier's check made payable to the Town of Weston. Oral, telephone and telegraphic responses will NOT be considered. A Bidder may not withdraw a bid within sixty (60) days of the bid opening.

The bid bond must pledge that the Bidder will enter into a contract with the Owner on the terms stated in the Bid. No Bids may be withdrawn for a period of sixty (60) days from the date of Bid opening.

As soon as the bid prices have been compared, the Town will return the bid security of all except the three finalist bidders. When the Contract is executed, the bid security of the two remaining unsuccessful bidders will be returned. The bid security of the successful Bidder will be returned once the payment bond has been executed and approved.

## 12. Damages for Failure to Enter into Contract Award

The party to whom the contract is awarded will be required to execute the Contract Agreement and provide the required documents specified in Section 14 below within five (5) calendar days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to execute the Contract Agreement and provide required documents, the Town may, at its option, consider the Bidder in default, in which case the bid security accompanying the proposal shall be called.

## 13. Addenda & Interpretations

Any request from prospective Bidders for interpretation of meaning of Contract Drawings or other Contract Documents shall be made in writing to the Town of Weston's consultant, Victoria Houle, via e-mail at [wickedhoule@gmail.com](mailto:wickedhoule@gmail.com). All questions must be received at least seven (7) days prior to date fixed for opening of bids in order to be considered. Interpretations will be made in form of written addenda to Contract Documents, which addenda shall become a part of Contract. Addenda will be posted on the Town's website at: <https://www.westonct.gov/government/rfp-s>

Addenda will be posted at least three (3) days prior to date for opening of bids to all those who requested bid packages. Failure of any Bidder to receive any such addenda shall not relieve Bidder from any obligation under his proposal as submitted.

Any information obtained from an agent, or employee of the Town or any other person outside of the above Addenda process shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the Contract.

#### 14. Execution of Contract & Notice to Proceed

The Bidder to whom the contract is awarded will be required to execute the Contract Agreement, provide all insurance documentation, and obtain all security bonds within five (5) days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to execute the Contract Agreement, provide insurance documentation, or provide required security bonds, the Town may at its option consider the Bidder in default, in which case the Bid Bond accompanying the bid shall become the property of the Town.

Upon receipt of acceptable performance bond, labor and materials payment bond, insurance certificates, signed agreement, and other required forms specified in the Contract Documents, the Town will, within ten (10) days, enter into and sign the Contract Agreement unless it deems it not to be in the best interest of the Town. The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Town. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement.

#### 15. Time of Completion

The Bidder must agree to commence work within ten (10) days after the date specified in the Notice to Proceed from the Town and to faithfully complete the project by August 18, 2023.

The Bidder must also agree to pay as liquidated damages in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) for each consecutive calendar day in excess of the specified completion date of August 18, 2023.

#### 16. Conditions of Work

At the date fixed for opening of bids, it will be presumed that each Bidder has made an examination of location and site work to be done under Contract; has satisfied himself as to actual conditions, requirements and quantities of work; and has read and become thoroughly familiar with Contract Documents, including Contract drawings, Specifications and Addenda.

#### 17. Security and Faithful Performance

The successful Bidder shall also provide a Performance Bond, preferably in American Institute of Architects (AIA) format, within the time stipulated above, from a surety bond licensed to do business in the State of Connecticut, in an amount equal to one hundred (100) percent of estimate total contract price recorded in proposal of Contract Agreement as executed. A Labor and Materials payment bond in like amount, will be required from successful bidder for faithful performance of Contract.

Subcontractors selected to complete any work in excess of \$100,000.00 must also provide both a Performance Bond and Labor and Materials Bond, in accordance with the above stipulations, in an amount equal to one hundred (100) percent of the estimated work.

18. Method of Award

The Contract will be awarded to the responsible Bidder submitting the lowest bid complying with the conditions of these contract documents. The Bidder to whom the award is made will be notified at the earliest possible date.

It is intended that contract or contracts will be awarded to lowest responsible and eligible Bidder (or Bidders) possessing skill, ability, and integrity necessary to faithfully perform the work. The Town shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low bidder on the basis of the sum of the Total Items and Alternates accepted.

19. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

20. Sales Tax

Purchases made by the Town of are exempt from payment of Federal Taxes and Connecticut Sales and Use Taxes, and such tax must not be included in the bid price or in any proposed change orders.

21. Insurance

The Contractor shall provide all insurance documents as specified in Section 18 of the Draft Agreement, including insurance documents for all proposed Subcontractors, within the time specified above.

22. CHRO Contract Compliance Regulations

The Contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of

CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

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

(Revised 09/3/15)

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

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

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

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

---

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART 1 – Bidder Information**

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

**PART II - Bidder Nondiscrimination Policies and Procedures**

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

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

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

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

**PART IV - Bidder Employment Information**

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

## BID FORM

Office of Town Clerk  
 Weston Town Hall  
 56 Norfield Road  
 Weston, CT 06833

PROJECT: Weston Community Connectivity Project (State Project 0170-3513)

The undersigned declares he/she has carefully examined all Contract Documents and sites of work for the referenced project and hereby proposes to furnish all labor, materials and equipment and perform all work necessary to complete the project in strict accordance with the requirements of the Contract Documents.

### BASE BID

Work	Bid Price (written with words, not numbers)
All work included in Contract Documents with all new sidewalk designated as concrete.	

### BID ALTERNATES

Work	Bid Addition or Deduction (write either "Addition" or "Deduction")	Alternate Addition or Deduction (written with words, not numbers)
Sidewalk Segment C1 – <i>Sidewalk material type to be bituminous concrete instead of concrete.</i>		
Sidewalk Segment C2 – <i>Sidewalk material type to be bituminous concrete instead of concrete.</i>		
Sidewalk Segment D – <i>Sidewalk material type to be bituminous concrete instead of concrete.</i>		
Sidewalk Segment E – <i>Sidewalk material type to be bituminous concrete instead of concrete.</i>		

Sidewalk Segment F – <i>Sidewalk material type to be bituminous concrete instead of concrete.</i>		
Sidewalk Segment G – <i>Sidewalk material type to be bituminous concrete instead of concrete.</i>		
Sidewalk Segment H1 – <i>Sidewalk material type to be bituminous concrete instead of concrete.</i>		
Sidewalk Segment H2 – <i>Sidewalk material type to be bituminous concrete instead of concrete.</i>		
Sidewalk Segment I – <i>Sidewalk material type to be bituminous concrete instead of concrete.</i>		
Sidewalk Segment C1 – <i>Sidewalk material type to be stone dust instead of concrete.</i>		
Sidewalk Segment C2 – <i>Sidewalk material type to be stone dust instead of concrete.</i>		
Sidewalk Segment D – <i>Sidewalk material type to be stone dust instead of concrete.</i>		
Sidewalk Segment E – <i>Sidewalk material type to be stone dust instead of concrete.</i>		
Sidewalk Segment F – <i>Sidewalk material type to be stone dust instead of concrete.</i>		

Sidewalk Segment G – <i>Sidewalk material type to be stone dust instead of concrete.</i>		
Sidewalk Segment H1 – <i>Sidewalk material type to be stone dust instead of concrete.</i>		
Sidewalk Segment H2 – <i>Sidewalk material type to be stone dust instead of concrete.</i>		
Sidewalk Segment I – <i>Sidewalk material type to be stone dust instead of concrete.</i>		

I attest that accompanying this bid is a certified check or cashier’s check in the amount of 10% of the Total Price indicated above.

Bidder’s legal business name: \_\_\_\_\_

Bidder’s principal office address: \_\_\_\_\_

State in which bidder is incorporated / organized: \_\_\_\_\_

Date of incorporation / formation: \_\_\_\_\_

Address from which Bidder’s forces will be mobilized: \_\_\_\_\_

The names and residence addresses and titles of bidder’s principal officers, members, managers, or owners are as follows:

NAME	RESIDENCE	ADDRESS	TITLE

If additional pages are necessary, please write “see attached” above.

The undersigned is duly authorized to execute this bid on behalf of the Bidder and hereby designates the following individual as the Bidder's contact person for all purposes related to this bid.

NAME	TITLE	E-MAIL	MOBILE PHONE NUMBER

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**QUALIFICATIONS OF BIDDERS**

**WESTON COMMUNITY CONNECTIVITY PROJECT  
STATE PROJECT 0170-3513**

Bidder's legal business name: \_\_\_\_\_

The Bidder is required to submit the following information with regards to Bidder qualifications and capacity to complete the proposed Work. If additional pages are necessary, please write "see attached" in each section as applicable.

**A. Project References**

Provide the names, titles and contact information for public officials, engineers, or other project contacts for similar municipal work completed by the Bidder within the last five (5) years:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**B. List of Subcontractors**

Provide the legal business name and contact information for all Subcontractors proposed to complete work valued at \$5,000.00 or greater.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

C. List of Bidder's Active Projects

Provide a list of all Bidder's active projects which are scheduled to take place within the next six (6) months.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

D. List of Equipment

Provide of list of equipment to be used on the project.

Owned Equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rented Equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Terminated Contracts or Contracts Bidder Failed to Complete

Provide a list of any and all contracts Bidder has entered into agreement with another party and which were terminated by either party and/or contracts Bidder has failed to complete within the last ten (10) years. Include the project name and contact information for other parties. If none, Bidder shall state "none".

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

**WESTON COMMUNITY CONNECTIVITY PROJECT  
STATE PROJECT 0170-3513**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_,  
The Bidder that has submitted the attached Bid.
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3. Such Bid is genuine and is not a collusive or sham Bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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, firm, or person to fix the price or process in the attached Bid or any other Bid, or to fix any overhead, profit or cost element through collusion, conspiracy or connivance, or unlawful agreement with any advantage against the Town of Weston, State of Connecticut, or any other person interested in the proposed Contract.
5. The price or process quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
Signed/Title

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Signature and Seal:

## SPECIAL CONDITIONS

### WESTON COMMUNITY CONNECTIVITY PROJECT STATE PROJECT 0170-3513

1. Inspection

Authorized representatives and agents of the Town of Weston shall have access and be permitted to inspect all work, materials, payrolls, contract records, invoices of materials and other relevant data in the development and progress of the project.

2. Labor Standards/Wage Rates

State prevailing occupational wage rates and labor standards in accordance with the Connecticut Department of Labor (CT DOL) Wage and Workplace Standards **SHALL** apply.

3. Permits

The Contractor shall be responsible for obtaining any and all required permits other than those obtained by the Town and included in these Contract Documents. For any building permits issued by the Town of Weston, the town portion of applicable fees will be waived, the Contractor will be responsible for paying the state portion of these fees. Fees for all other permits are the sole responsibility of the Contractor.

Permits acquired by the Town prior to bid advertisement as listed below and a copy of each is included in these Contract Documents.

1. Weston Conservation Commission Permit No. 20-20 Approval
2. CT DOT Encroachment Permit

4. Work Specifications

Work shall be completed in accordance with the Town of Weston Department of Public Work Standards and the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction Form #818 and any and all approved changes to the Form. While copies of pertinent standards have been included with these Contract Documents, the Contractor shall be responsible for obtaining and adhering to any and all standards of both the Town of Weston Department of Public Works and the CT DOT Form 818 regardless of whether or not they are included in these documents.

5. Coordination of Utilities

The Contractor shall make adequate provisions to allow utility work to be completed on this project. The Contractor shall coordinate with the utility company or contractor

performing the work to ensure uninterrupted work and minimize conflicts. No additional compensation will be allowed under the contract for delays, utility changes or associated work unless, in the opinion of the Engineer, such compensation is warranted and deemed to be in the best interest of the Town of Weston. The following utility companies are provided:

Cable TV	Cablevision
Communication	Crown Castle Fiber, LLC Level 3 Communications, LLC The Southern New England Telephone Company
Electric	The Connecticut Light and Power Company
Gas	Southern Connecticut Gas Company
Water	Aquarion Water Company of Connecticut
Fiber	Town of Weston

It shall be noted that Southern Connecticut Gas Company has requested hand digging above all underground gas lines shown on plans.

Contractor shall note that underground fiber shown on plans has been disconnected to allow for ease during construction.

6. Safety Signs and Traffic Control

The Contractor shall furnish all warning signs, barricades, detour signs, including appropriate illumination, to ensure the safety of local traffic, cyclists, pedestrians, workmen, or any person in the vicinity of the construction area and establish such warning and traffic signs as directed. All signs shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as published by the U.S. Department of Transportation, Federal Highway Administration, latest issue.

7. Coordination with Emergency Services

The Contractor shall contact the Fire Department, Police Department, and Emergency Medical Services prior to commencing work to establish coordination procedures in the event of disruption to services or other emergency.

8. Daily Cleanup

Before the completion of each day's work, the Contractor shall be responsible for cleaning up and removing or relocating all excavated material, debris, equipment and the like and for temporarily backfilling or filling excavations as necessary to ensure the continuous flow of traffic in roadways where work is progressing, including access to private property during non-working hours.

## 9. Environmental Protection

In case of a spill or leak of chemicals, oil, coolant, solvent, hydraulic fluid or other spill that threatens the stream or wetland environment in, under or adjacent to the project area, the Contractor shall be required to have environmental clean-up or protection materials on-site, in advance of construction and at all times during construction, consisting of a spill clean-up kit, oil absorbent booms and containment booms. These materials shall be kept in a dry and protected location that is easily accessible to employees at all times in case of a spill emergency. As a minimum, the Contractor shall have on-site:

- 100' Containment Boom
- Six (6) 3"x 10' Socks or Boom
- Ten (10) 3"x 4' Socks
- Six (6) 18"x 18" Pillows
- Fifty (50) 16"x 20" Heavy-Weight Absorbent Pads
- Five (5) Temporary Disposal Bags
- One (1) Emergency Response Guidebook

If a spill, leak or other event requiring use of these environmental clean-up or protection materials is determined by the Town to be caused by the Contractor, the cost of the environmental clean-up or protection materials used, as well as the effort to install materials and perform the clean-up, shall not be reimbursable to the Contractor, but shall be included in the overall cost of the work. If a spill, leak or other event is determined by the Town to have been caused by a source other than the Contractor, then the cost of the environmental clean-up or protection materials used, as well as the effort to install materials and perform the clean-up, shall be reimbursable to the Contractor as extra work.

## 10. Signs

Any signs disturbed or removed by the Contractor, whether shown on the plans or not, shall be reset or replaced at the Contractor's expense as directed by the Engineer. Any traffic control devices damaged due to negligence shall be replaced by the contractor at his expense.

## 11. Surveys

The Contractor will furnish all lines, grades and measurements in laying out the work. Such stakes or marks as the Contractor may set shall be preserved by the Contractor. If such stakes are moved or destroyed by any party, they shall be replaced by the Contractor at the Contractor's expense.

If any existing Weston Highway bounds, CT Department of Transportation bounds, or any other public or private property bounds are disturbed during construction, they will be carefully and exactly replaced under the supervision of the Engineer. This work shall be at the expense of the Contractor.

12. Reports, Records, and Data

The Contractor and each of his subcontractors shall submit to the Town, schedules of quantities and costs, progress schedules, payroll reports, estimates, records and other data as the Town may request concerning the work performed or to be performed under this Contract.

13. Right to Eliminate Work

The Town of Weston reserves the right to eliminate from the Contract any of the items of work. This includes limiting the scope of work, in the event it deems it to be in the best interest of the Town.

14. Conditions of Site and Constraints

The Contractor shall furnish all warning signs and barricades to ensure the safety of local traffic and pedestrians in the vicinity of the construction area. The work site will be maintained in an orderly manner and protected to ensure that no possibility exists where people may wander onto the construction site, fall into an open excavation or be injured due to the site conditions. If in the opinion of the Engineer or the Inspector, the site is not protected against such possibilities, the Contractor may be directed to provide temporary fencing or other protective measures to ensure the safety of the work area. Any such measures so ordered will be at the expense of the Contractor. No additional compensation will be granted.

Required precautions shall be taken concerning noise, clean up, safety, security, etc.

15. Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State Department of Health or of other bodies or tribunals having jurisdiction therewith.

16. Use of Reclaimed Materials

Notwithstanding any language to the contrary in the Contract Documents, including the Technical Specifications, Form 818, etc. the Contractor shall not use any reclaimed materials on this project from sources outside the project limits. This prohibition does not apply to any reclaimed product used to produce Superpave, subject to DOT specifications.

## 17. Working Hours and Project Execution

All work hours are subject to the review and approval of the Town. The Contractor shall develop and submit for approval a project execution plan that shows the construction schedule and sequencing throughout the project duration. The following general work hour restrictions shall be noted when preparing the proposed project execution plan:

- No work shall take place between the hours of 7:00 PM and 7:00 AM.
- No work shall take place Memorial Day weekend from 5:00 PM Friday, May 26, 2023 through Tuesday, May 30, 2023 at 7:00 AM.
- No work shall take place from 5:00 PM Monday, July 3, 2023 through Wednesday, July 5, 2023 at 7:00 AM.
- All work, other than work at the intersection of Weston Rd and Norfield Rd, must take place between June 19, 2023 and August 18, 2023.

The Contractor shall also note that all work areas shall be safely passable and/or barricaded to the satisfaction of the Town prior to the temporary “no work” restrictions related to Memorial Day and Independence Day.

## 18. Maintenance and Protection of Traffic

During allowable periods, when the Contractor is actively working alongside a roadway or driveway, the Contractor shall maintain and protect one lane of through traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

### A. Roadside Work

During allowable periods, when the Contractor is actively working alongside a roadway or driveway, the Contractor shall maintain and protect one lane of through traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

### B. Driveways

The Contractor shall maintain access to and egress from all driveways throughout the project limits. If a temporary closure of a driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

### C. Signing

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



When the necessary construction is completed, the Contractor shall re-install the existing signs in their original locations or as directed by the Engineer.

D. Work Zone Safety Meetings

- a. Prior to the commencement of work, a work zone safety meeting will be conducted with The Town Engineer, Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- b. A Work Zone Safety Meeting shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project.
- c. Work Zone Safety Meeting Agenda
  1. Review Project scope of work and time
  2. Review Traffic person of the Specifications
  3. Review Maintenance and Protection of Traffic of the Special Provisions, including “Work Zone Safety Procedures”
  4. Review Contractor’s schedule and method of operations
  5. Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
  6. Open discussion of work zone questions and issues
  7. Discussion of review and approval process for changes in contract requirements as they relate to work zone areas.

E. Installing and Removing Traffic Control Patterns

- a. Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- b. Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- c. Stopping traffic will not be allowed.

F. Use of Traffic Drums and Traffic Cones

Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.

Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 72-hour duration.

Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.

## G. Contractors Use of Town Property Areas

If permission is granted to the Contractor to utilize Town property as a storage area for either construction equipment or materials, the Contractor shall conform to the following:

- a. After hours and weekend parking of construction equipment will not be allowed in landscaped areas which will cause damage to said areas. Also, equipment shall not be parked in locations within the Town Area which will cause sight line restrictions for motorists entering or exiting the Town Area.
- b. The Contractor will not be allowed to stockpile any material other than that material which is permitted in an Agreement that is required between the Town and the Contractor. The storage of unacceptable material such as construction debris, hazardous material, old truck batteries, abandoned construction vehicles, etc. will not be allowed.
- c. The Contractor shall restore those areas of the Service Area.

## 19. Tree Clearing

It is the Town's intent to have all tree trimming and removal noted on plans removed prior to construction. The Contractor shall be responsible for reviewing the project area and removing any stumps or root systems which may remain.

## 20. Project Execution

The Contractor shall develop and submit for approval a project execution plan that shows the construction schedule and sequencing throughout the project duration.

## 21. Project Sign

A Project Sign meeting the Connecticut Community Connectivity Program specifications, attached hereto, is required to be placed on the site in a location clearly visible to the public. The location of the sign will be determined by the Town prior to the start of construction. The Contractor shall make provisions to fabricate the specified sign in the dimensions shown as well as provisions to install the sign at the start of construction.

## 22. Submissions Required After Bid Opening

After the Bid Opening, upon request of the Town, the low bidder shall submit the following documents within five (5) business days of the Town's request:

1. Contractor's Proposed Progress Chart
2. Contractor Schedule of Values
3. Copy of the Contractor's Affirmative Action Plan
4. Contractor's list of proposed Subcontractors

In addition to all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents all as required by the Contract Documents, the following shall be submitted to the Town at the Completion of Project before final payment will be made to the Contractor:

1. Records Documents (As-Builts)
2. Proof that payment has been made to all subcontractors

**ATTACHMENT 1**

**WESTON CONSERVATION COMMISSION PERMIT NO 20-20 APPROVAL**

TOWN of WESTON, CONNECTICUT



Incorporated 1787

Office of Conservation Planner

February 4, 2021

PERMIT NO. 20-20

The Town of Weston  
Attn: Johnathan Luiz, Town Administrator  
50 Norfield Road  
Weston, Connecticut 06883

Dear Mr. Luiz:

On January 28, 2021, the Weston Conservation Commission approved, with conditions, the application for the construction of a 5 foot community sidewalk on the Northwest corner of Norfield Road and Weston Road traveling North to the intersection of Weston Road and School Road then traveling along School Road to the Southern end of the Weston High School Parking Lot. Therefore, a permit has been issued as Permit No. 20-20, subject to conditions. In addition, please find an enclosed Contractor Compliance Agreement that must be signed by the contractor and returned to the Conservation Planner prior to the beginning of any construction at the above mentioned address.

**You must notify the Weston Conservation Planner one week prior to the start of work so that inspections can be scheduled.**

Sincerely,

A handwritten signature in blue ink, appearing to read 'Keisha Fink', is written over the typed name.

Keisha Fink  
Conservation Planner

Attachment



Incorporated 1787

Conservation Commission

## PERMIT

To conduct a regulated activity or activities under the Inland Wetlands and Watercourses Regulations. This Permit shall expire five years from the date of approval. If permitted activity will not be completed by the expiration date, Application for Permit Renewal must be submitted prior to that date.

Permit Number:  
20-20

Expiration Date: January 28, 2006

Address of Permitted Property:  
Work on Town of Weston Property or within  
State of Connecticut Right-of-Way

Map: 22    Block: 6    Lot: 10  
Map: 22    Block: 6    Lot: 1034  
Map: 22    Block: 6    Lot: 10,23,27  
Map: 22    Block: 6    Lot: 45  
Map: 22    Block: 6    Lot: 27  
Map: 22    Block: 6    Lot: 28,31

Roadway ROW in Front of

Map: 22    Block: 6    Lot: 30  
Map: 22    Block: 6    Lot: 37  
Map: 30    Block: 2    Lot: 22,28  
Map: 30    Block: 2    Lot: 26

Date Approved: January 28, 2021

Name of Owner(s) of Record:  
Town of Weston

Address:  
50 Norfield Road  
Weston, CT 06883

Name of Applicant/Authorized Agent:  
Johnathan Luiz, Town Administrator

Address:  
50 Norfield Road  
Weston, CT 06883

Permitted Activity or Activities:

For the construction of a 5 foot community sidewalk starting on the Northwest corner of Norfield Road and Weston Road traveling North to the intersection of Weston Road and School Road then traveling along School Road to the Southern end of the Weston High School Parking lot.

Reference Map(s) Plan(s) Title:  
Overall Sidewalk Development Plan  
by: Holt McChord No.13378

McChord Engineering Associates, Inc.  
1 Grumman Hill Road  
Wilton, CT 06897

Latest Revision Dated:  
January 13, 2021

Under the provisions of Connecticut General Statutes (CGS) Section 22a-36 to 22a-45 and the Town of Weston's Inland Wetlands and Watercourses Regulations, and having reviewed all facts and circumstances bearing on the application, the Commission finds that the proposed activity will have no substantial adverse impact on inland wetlands or watercourses, provided that the approved plan and the standard conditions and any special conditions of this Permit are fully implemented. The duty and obligation to comply with the approved plan and the standards conditions and any special conditions shall rest exclusively with the Applicant and all heirs, successors and assigns. All Permits are subject to the following general conditions:

- A. Prior to the commencement of any work on the site, the Contractor Compliance Agreement must be signed and returned to the Commission's office by the contractor who will perform the permitted activity.
- B. **Implementation of the erosion and sedimentation control plan prior to any site preparation activity.** Erosion controls are to be inspected by the applicant weekly and after rains and all deficiencies must be remediated within twenty-four hours of finding them. The applicant shall maintain such control measures until written permission is received from the Conservation Planner to remove such measures.
- C. Upon completion of the work, the Applicant or the Applicant's Designated Agent shall submit a letter to the Conservation Commission stating that the property was developed and the work completed as permitted.
- D. Per CGS Sec. 22a-42a (d) (2), as amended, "Any permit issued under this section shall be valid for five years. Any such permit shall be renewed upon request of the permit holder unless the agency finds that there has been a substantial change in circumstances which requires a new permit application, provided no permit may be valid for more than 10 years."
- E. Any changes in approved plans shall require notification to the Commission and may require that a new application be made.
- F. Applicant agrees, represents, and warrants that it will obtain all required federal, state and local permits prior to commencing any work on the site.

G. The deposition and/or removal of any earth, loam, topsoil, humus, sand, gravel, clay, stone, or quarry stone to and from the property shall be subject to Section 240-36 C. of the Zoning Regulations of the Town of Weston.

If you have any questions regarding this decision, please feel free to contact me at (203) 222-2681.

Sincerely,



Keisha Fink  
Conservation Planner



**TOWN OF WESTON**

CONNECTICUT 06883

CONSERVATION COMMISSION

203-222-2681

**CONTRACTOR COMPLIANCE AGREEMENT**

Wetlands Permit Number \_\_\_\_\_

(Please type or print in ink)

LOCATION OF ACTIVITY: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Work will commence on or about \_\_\_\_\_ (Date) and be completed within \_\_\_\_\_ months.

As the contractor engaged by \_\_\_\_\_, the owner of record, I will perform the regulated activities described in the Subject Permit and I will cause all subcontractors to abide by the terms and conditions of the Permit.

I have read the Permit and will comply with all required conditions.

\_\_\_\_\_  
Signature (Date)

Note: Completed forms shall be hand-delivered to: Conservation Planner  
Conservation Department  
24 School Road  
Weston, CT 06883

or, mailed to: Conservation Planner  
Conservation Department  
P.O. Box 1007  
Weston, CT 06883

This form must be on file in the Wetlands Agent's office prior to the commencement of any work.

**ATTACHMENT 2**  
**CT DOT ENCROACHMENT PERMIT**



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
DISTRICT III  
140 POND LILY AVENUE  
NEW HAVEN, CONNECTICUT 06515  
PHONE: 203-389-3000



March 16, 2022

Mr. Holt McChord, P.E.  
[hmcchord@mcchordengineering.com](mailto:hmcchord@mcchordengineering.com)  
McChord Engineering Associates, Inc.  
1 Grumman Hill Road  
Wilton, CT 06897

Dear Mr. McChord:

Subject: Proposed Sidewalk  
Community Connectivity Grant Program (CCGP) #0170-3513  
Northfield Road & Weston Road (Routes 53 & 57),  
Weston

This office has reviewed your plan for the above-noted subject, last revised June 11, 2021, and has no further comments.

**THE PROPOSED PROJECT SHALL NOT START WITHIN THE DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY UNTIL AN ENCROACHMENT PERMIT HAS BEEN SECURED. TO OBTAIN AN ENCROACHMENT PERMIT, PLEASE COMPLETE THE FOLLOWING STEPS:**

1. A completed PMT-1 application for a permit.
2. A bond (on State Bond Form) in the amount of one hundred thousand dollars \$100,000 in the owner's/contractor's name.
3. A certificate of insurance (on the State Acord Form) requiring bodily injury, Liability, and Property Damage Liability of \$1,000,000.00 each accident or Occurrence and Aggregate of \$2,000,000.00.

If you have any questions concerning this matter, please contact Mr. Jason Maggi, Transportation District Service Agent 2, at 203-389-3018.

Very truly yours,

A blue ink signature of Allan W. Dodge, P.E.

Allan W. Dodge, P.E.  
Special Services Section Manager  
Bureau of Highway Operations

cc: Mr. James Pjura, [jpjura@westonct.gov](mailto:jpjura@westonct.gov)

**ATTACHMENT 3**  
**PROJECT SIGN REQUIREMENTS**

## PROJECT SIGNS FOR COMMUNITY CONNECTIVITY GRANT FUNDED PROJECTS

### Project Sign Requirements:

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

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

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

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

**TYPEFACE:** Helvetica Medium

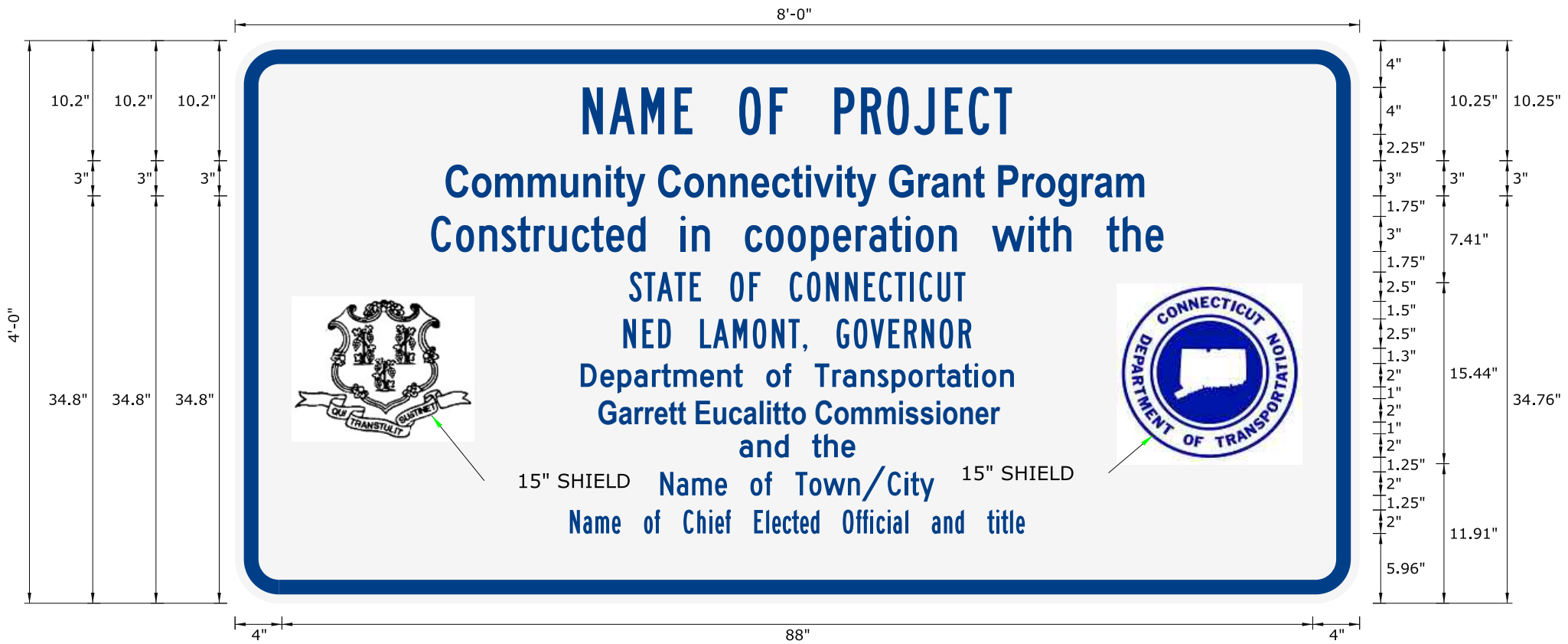
**SIGN SUPPORT:** Sign panels shall be attached to vertical sign support posts. All sign supports shall have breakaway features that meet AASHTO requirements contained in the current "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals". The breakaway features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

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

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

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

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



8'-0"

4'-0"

10.2" 10.2" 10.2"

3" 3" 3"

34.8" 34.8" 34.8"

4"

88"

4"

4" 4" 2.25" 3" 1.75" 3" 1.75" 2.5" 1.5" 2.5" 1.3" 2" 1" 2" 1" 2" 1.25" 2" 1.25" 2" 5.96"

10.25" 10.25" 3" 7.41" 15.44" 34.76" 11.91"

**NAME OF PROJECT**

**Community Connectivity Grant Program  
Constructed in cooperation with the**

**STATE OF CONNECTICUT  
NED LAMONT, GOVERNOR**

**Department of Transportation  
Garrett Eucalitto Commissioner  
and the**



15" SHIELD

**Name of Town/City**

15" SHIELD

**Name of Chief Elected Official and title**



## **DRAFT AGREEMENT**

### **WESTON COMMUNITY CONNECTIVITY PROJECT STATE PROJECT 0170-3513**

This Contract (the “Contract”) made the {DAY} day of {MONTH}, in the year of Two Thousand and Twenty Three and between the TOWN OF WESTON, a Connecticut municipal corporation (the “Town”) and {CONTRACTOR} a {TYPE OF ORGANIZATION} organized and existing under the laws of the State of {STATE} (the “Contractor”).

#### **SECTION 1 – THE WORK, PRICE AND PAYMENT SCHEDULE**

Contractor shall furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind required to perform and complete in a good and workmanlike manner, the work identified in the Contract Documents dated {DATE}.

In consideration of Contractor’s satisfactory completion of the Work the Town agrees to pay the Contractor the sum of {INSERT} Dollars and {INSERT} Cents ({\$000.00}) (the “Total Price”). The Total Price includes the acceptance of the following Bid Alternates:

**{INSERT LIST OF BID ALTERNATES ACCEPTED}**

The amount that the Town is obligated to pay under this Contract will not exceed the Total Price unless the Director has approved a written change order request.

Contractor will submit invoices, together with supporting documentation periodically as the Work progresses in accordance with a work schedule established by the Director or the Director’s designee (the “Work Schedule”). The Director may, in his discretion, divide the Work Schedule into phases (for example, Phase 1, Phase 2, etc.) with each phase including an appropriate grouping of sidewalk segments and/or signal improvements.

Payments will be due within thirty (30) days after receipt by the First Selectwoman of each invoice bearing indicia that the First Selectwoman has approved the completion of the Work for the applicable phase.

#### **SECTION 2 – ADMINISTRATION BY THE TOWN**

The Work to be performed under this Contract shall be administered on behalf of the Town by the First Selectwoman, or his/her designated representative.

#### **SECTION 3 – CONTRACT DOCUMENTS AND DESIGNATED REPRESENTATIVE**

For the purposes of this Contract, “Work” means and includes all work described in the Contract Documents consisting of this Agreement, Construction Narrative, Invitation to Bid, Information for Bidders, Bid Proposal, Special Conditions, Special Provisions, Technical Specifications,

Drawings, Maps, Addenda (whether issued prior to opening of Bids or execution of the Agreement), all bonds and insurance certificates submitted by the Contractor, any other document included in the Bid Documents Package prepared for Bidders, and all provisions required by the State of Connecticut whether inserted or not.

Prior to commencing Work, Contractor shall provide the First Selectwoman with the name, e-mail address and mobile phone number of the official within Contractor’s organization (the “Designated Representative”) who will be responsible, on behalf of Contractor, for responding to questions, comments and instructions of the First Selectwoman. The Designated Representative shall be available on all days when Work is in progress to meet with the Director at the site or sites at which the Work is being performed within two (2) hours of receipt of a telephone call, voice mail message, text or e-mail from the First Selectwoman. If the Designated Representative will be out of the office or otherwise unavailable on a day or days when Work is in progress, the Designated Representative shall notify the First Selectwoman in advance and provide the name, e-mail address and mobile phone number of an alternate official within Contractor’s organization who will be responsible, on behalf of Contractor, for responding to questions, comments and instructions of the First Selectwoman. Contractor’s Designated Representative is as follows:

Name	E-mail	Mobile Phone Number

**SECTION 4 – EXAMINATION OF DOCUMENTS AND CONDITIONS**

Contractor represents that one or more of its representatives has carefully examined all the Contract Documents and visually inspected all project work areas referenced in the Contract Documents. Contractor represents that it: (a) is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may, in any way, affect the Work to be done and labor and materials to be furnished for the proper completion of the Work, including, without limitation, the existence of poles, stanchions, wires, pipes, conduits and other facilities and structures of municipal and public service corporations; (b) has secured that information by investigation, research, and inquiry into all reasonably available data concerning the project areas and has not relied upon the estimates or records of the Town; and (c) will make no claim against the Town by reason of reliance on any estimates, tests, information, data or representations made by any agent, representative or employee of the Town, or for costs incurred as a result thereof.

**SECTION 5 – DATES OF COMMENCEMENT AND COMPLETION**

Contractor will begin Work within ten (10) days of receipt of a Notice to Proceed issued by the Director. Contractor will complete all Work by August 18, 2023 (the “Completion Date”). If, at any time, Contractor concludes that an extension of the Completion Date or any interim deadline indicated in the Work Schedule is required due to weather conditions, material shortages or other circumstances beyond Contractor’s control, Contractor shall deliver to the Weston First Selectwoman a written change order request. No extension of the Completion Date or any interim



deadline indicated in the Work will be permitted unless memorialized in a written change order request approved and signed by the Weston First Selectwoman.

## **SECTION 6 – ALTERATIONS AND OMISSIONS**

The Work shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the Town exceeding the Total Price. The Town reserves the right, at any time during the progress of the Work, to alter the Contract Documents, remove any work from the Contract Documents, or alter any other portion of the Work as the Town deems necessary. In such event, allowances for additions and/or deductions to the Total Price will be made commensurate with the changes in the scope or extent of the Work. Any such action by the Town shall not constitute grounds for a claim by Contractor for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid and as built.

## **SECTION 7 – CONTINGENCIES, EXTRA WORK AND CHANGES**

Whenever the Town determines that, from any cause not foreseeable at the time of this Contract, the scope of Work should be altered to provide for changes, deletions, contingencies, or additional or extra Work, the Weston First Selectwoman may issue a change order to Contractor who shall forthwith commence the Work necessary to comply with the change order. No extra work shall be commenced or undertaken nor shall any be deleted until the Weston First Selectwoman has issued and signed a written change order.

## **SECTION 8 – NO COLLUSION OR FRAUD**

Contractor represents that: (a) the only person or persons interested as principal or principals in the Bid are named therein; (b) this Contract has been secured without any connection with any person or persons other than those named; (c) this Contract was secured without collusion or fraud; and (d) no elected or appointed official or employee of the Town, nor any member of the immediate family of any such person, has or shall have a financial interest in the performance of this Contract, in the supplies, work or business to which it relates, or in any portion of the profits thereof.

## **SECTION 9 – PAYMENT FOR QUANTITIES PLACED**

As the Work progresses in accordance with the Contract Documents and in a manner that is satisfactory to the Town, the Town will make payments to Contractor, based upon the Contractor's Schedule of Values and completed Work invoiced. Payment shall be made only after acceptance of the completed Work by the First Selectwoman.

## **SECTION 10 – FINAL ACCEPTANCE OF WORK**

When, in the opinion of the First Selectwoman, the Contractor has fully and properly performed the Work in accordance with the Contract Documents, the First Selectwoman shall issue a final certificate of acceptance.

## **SECTION 11 – ACCEPTANCE OF PAYMENT**

Acceptance by the Contractor, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the Town from any and all claims of any liability or responsibility to Contractor for anything done to, furnished for, relating to or in connection with the Work, and for any act or omission on the part of the Town or any of its elected or appointed officials or employees unless Contractor has delivered a detailed written statement of claim to the Town prior to the acceptance of payment. The statement must specify the items and details upon which the claim is based and any claim shall be limited to the items indicated in the statement. The Contractor's refusal to accept the final payment, as tendered, shall constitute a waiver of any right to interest thereon.

## **SECTION 12 – RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT**

If, at any time, the First Selectwoman determines that the Work is not being performed according to the Contract Documents or for the best interest of the Town, the execution of the Work by Contractor may be temporarily suspended by the First Selectwoman, who may then proceed with the Work under the First Selectwoman's own direction with the Town's own forces or other personnel in accordance with the Contract Documents and in such manner as the First Selectwoman determines to be in the best interests of the Town; or the First Selectwoman may terminate the Contractor's engagement under this Contract while the Work is in progress, and thereupon proceed with the Work in such manner and by such process as the First Selectwoman determines to be in the best interest of the Town.

## **SECTION 13 – REJECTED WORK AND MATERIAL**

If the First Selectwoman finds that the materials furnished or the Work performed by Contractor does not conform with the Contract Documents and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the First Selectwoman, by and at the expense of Contractor. Contractor agrees that it shall at once remove from the site at its own expense all Work or material which may be rejected by the Town and replace the same with Work or material satisfactory to the Town.

## **SECTION 14 – PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

Contractor shall, within thirty (30) days after its receipt of payment from the Town, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by Contractor and paid by the Town. Contractor shall provide the Town with proof of payment before the releasing any bonds.

## **SECTION 15 – LAWS, PERMITS, AND LICENSES**

Contractor shall observe all federal, State, and local laws and regulations and agrees to procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

## **SECTION 16 – CHRO CONTRACT COMPLIANCE**

- A. The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;
- B. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;
- C. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and
- E. The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, or (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations.

## **SECTION 17 – SUCCESSORS AND ASSIGNS**

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding, this Contract may not be assigned by Contractor nor shall Contractor's rights, title or interest herein or hereto be assigned or transferred without the prior written consent of the Weston First Selectwoman.

## **SECTION 18 – INSURANCE AND INDEMNIFICATION**

Contractor shall obtain, at its own cost and expense, all insurance indicated below and keep the same in continuous effect until the First Selectwoman indicates the termination of the Contractor's responsibilities under this Contract. Before commencing the Work, Contractor shall furnish the Town with a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the Town. Each insurance certificate shall be endorsed to name the Town as an additional insured party and shall provide that the insurance company shall notify the Town by certified mail at least thirty (30) days in advance of termination of or any change in the policy.

Contractor expressly agrees to at all times indemnify, defend and hold harmless the Town, and its elected and appointed officials and employees, on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including attorneys' fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Work to be performed by Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract and shall not be limited by reason of any insurance coverage.

- A. Minimum Limits of Insurance. Contractor shall maintain minimum limits of insurance as follows:
1. General liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employer's Liability: Workers compensation limits as required by the State of Connecticut and Employer's liability limits of \$500,000 per accident.
  4. Contractual Liability: \$1,000,000 combined single limit per occurrence and aggregate for bodily injury personal injury and property damage applying to the indemnity agreement which is part of this Contract.
  5. Umbrella or Excess Liability; \$5,000,000.
- B. Deductibles and Self Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either: the insurer may reduce or eliminate such deductibles or self-insured retentions as respects Town; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. The policies are to contain, or be endorsed to contain the following provisions:
1. General Liability Coverages
    - a. The Town, its elected and appointed officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on the behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; and premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its elected or appointed officials or employees.
    - b. Comprehensive Auto Liability Coverage applies to all automobiles owned, leased, hired or borrowed by Contractor.
    - c. Contractor's insurance coverage shall be primary insurance as respects Town, its elected and appointed officials and employees. Any insurance or self-insurance maintained by Town shall be excess of the Contractor's insurance and shall not contribute with it.
    - d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town.
    - e. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except to the limits of the insurer's liability.

2. Workers Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Town, its elected and appointed officials and employees for losses arising from Work performed by Contractor for the Town.
  3. All Coverages. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the Town with certificates of insurance and with original endorsements effecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Town before the Work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements of this Section.
- G. Hold Harmless. Contractor shall save, keep, and hold harmless the Town and its elected and appointed officials and employees from all damages, costs or expenses in law or equity that shall at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing the Work which may be occasioned by any willful or negligent act or omission of Contractor, any of Contractor's employees, or any subcontractor. The Town will not be held liable for any accident, loss or damage to the Work prior to its completion and acceptance. Contractual liability insurance shall be required in accordance with the limits to be established by the Town.
- H. Indemnification. Upon failure of Contractor to furnish, deliver and maintain insurance as required by this Section, this Contract, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of Contractor to take out and/or to maintain the taking out and/or maintenance of any required insurance, shall not relieve Contractor from any required insurance, or from any liability under this Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification.

## **SECTION 19 – BONDS**

Contractor shall procure and maintain without any expense to the Town and until final acceptance of the Work the following.

- A. Performance Bond. A bond or bonds from a surety bond licensed to do business in the State of Connecticut, in an amount equal to one hundred (100) percent of the Total Price which shall be binding with a surety or sureties satisfactory to the Town, for the faithful performance of the Work provided for in this Contract.
- B. Payment (Labor and Material) Bond. A bond or bonds from a surety bond licensed to do business in the State of Connecticut equal to one hundred (100) percent of the Total Price which shall be binding with a surety or sureties satisfactory to the Town, for the protection of persons supplying labor or materials in the prosecution of the Work provided for in this Contract.
- C. All bonds shall be submitted to the Weston First Selectwoman for review at least five (5) days prior to the scheduled signing of this Contract. No Work under this Contract shall commence until the bonds have been properly completed, submitted and approved as to form and amount. Notwithstanding, the First Selectwoman may, in the First Selectwoman's discretion, accept bonds sequentially as follows. The First Selectwoman may accept separate bonds prior to commencement of Work on any phase described in the Work Schedule, provided that the amount indicated in each such separate bond is equal to the cost of the Work of the applicable phase and Contractor delivers a new bond or a satisfactory renewal or reaffirmation issued by the surety prior to commencement the next phase of the Work.

## **SECTION 20 – SUBCONTRACTING**

Contractor shall not subcontract any portion of the Work unless the prior consent of the First Selectwoman is given for both the Work to be subcontracted and the subcontractor to perform the Work.

## **SECTION 21 – GENERAL PROVISIONS**

- A. This Contract shall be deemed binding only to the extent that money is available and appropriated by the Town for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the Town beyond such moneys as are properly made available and appropriated for the project.
- B. The relationship of Contractor to the Town is that of an independent contractor. Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the Town by reason of this Contract and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason of this Contract, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

- C. Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. If the Contractor is unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. Contractor further agrees to include the foregoing certification in any subcontract or purchase order which it may enter into in furtherance of the Work contemplated under this Contract.
- D. No elected or appointed official or employee of the Town, shall have any personal interest, direct or indirect, in this Contract and Contractor covenants that no person having such interest shall be employed in the performance of this Contract.
- E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in Connecticut state courts.
- F. Contractor shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the Town, and shall commit no trespass on any private property in performing any of the Work.
- G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all agreements and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.
- H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.
- I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.
- J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:                      Town of Weston  
   Attention: First Selectwoman  
   56 Norfield Road  
   Weston, CT 06883



To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- K. Contractor represents that it is licensed to do business in the Connecticut and that it has the experience, equipment, labor force and skill to perform the Work.
  
- L. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original of this Contract and all of which, when taken together, will be deemed to constitute one and the same contract. The exchange of copies of this Contract and of signature pages by Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes.

*{This space intentionally left blank. The next page is the signature page.}*

IN WITNESS WHEREOF, the duly authorized representative of the Town and Contractor has set their hands as of the date first listed on Page 1.

TOWN OF WESTON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CONTRACTOR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

**Index**

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

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

**Index of Exhibits**

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

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

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

## **2. Contractor Work Force Utilization / Equal Employment Opportunity**

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

## **3. Contract Wage Rates**

The Contractor shall comply with:

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

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

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

## **4. Americans with Disabilities Act of 1990, as Amended**

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

## 5. Connecticut Statutory Labor Requirements

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

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

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

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

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

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

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

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

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

Forms and instructions are available anytime by:

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

## 7. Executive Orders

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

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

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

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

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

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

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



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

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

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

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

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

## 9. Whistleblower Provision

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

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

## 10. Connecticut Freedom of Information Act

- (a) Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- (b) Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must

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

#### **11. Service of Process**

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

#### **12. Substitution of Securities for Retainages on State Contracts and Subcontracts**

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

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

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

#### **14. Forum and Choice of Law**

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be

transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

## **15. Summary of State Ethics Laws**

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

## **16. Audit and Inspection of Plants, Places of Business and Records**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

## **17. Campaign Contribution Restriction**

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

## **18. Tangible Personal Property**

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

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

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

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

## **20. Consulting Agreement Affidavit**

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

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

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

**EXHIBIT A****TITLE VI CONTRACTOR ASSURANCES**

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

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

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

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

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

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

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

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

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may -direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

**EXHIBIT B**

**CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY**

**1. Project Workforce Utilization Goals:**

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

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

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

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

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

**Minority**

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



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

<b>Lower River</b>				<b>4.3%</b>
<b>1.8%</b>				

Chester	Deep River	Essex	Old Lyme
Westbrook			

**LABOR MARKET AREA GOAL**

**Minority**

**Female**

<b>New Haven</b>				<b>17.9%</b>
<b>3.1%</b>				

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

<b>New London</b>				<b>7.4%</b>
<b>3.1%</b>				

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

<b>Stamford</b>				<b>33.2%</b>
<b>2.1%</b>				

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

<b>Torrington</b>				<b>4.3%</b>
<b>1.8%</b>				

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

Torrington

Warren

**Waterbury**  
**1.6%**

**12.4%**

Bethlehem  
Southbury  
Wolcott

Middlebury  
Thomaston  
Woodbury

Naugatuck  
Waterbury

Prospect  
Watertown

Rev. 4/24/2019

**EXHIBIT C****Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).**

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
  - (2) “Business Associate” shall mean the Contractor.
  - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
  - E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination
    - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity



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

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

(m) Miscellaneous Provisions.

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

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

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

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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**CONNECTICUT DEPARTMENT OF LABOR**

**WAGE AND WORKPLACE STANDARDS**

**PREVAILING WAGE BID PACKAGE**

**CONTENTS**

- Minimum Rates and Classifications for (to be provided in addendum)
- Prevailing Wage Law Poster
- Section 31-53b: Construction Safety and Health Course. Proof of completion required for employees on public building projects.
- Informational Bulletin – The 10-Hour OSHA Construction Safety and Health Course
- Notice for All Mason Contractors
- CT General Statute 31a-55a
- Contracting Agency Certification Form
- Contractor’s Wage Certification Form
- Payroll Certification – Public Works Projects
- Occupational Classification Bulletin
- Footnotes



Opportunity \* Guidance \* Support



# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

# **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

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

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

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

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

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

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

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

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



# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

*Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.*

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

## STATUTE 31-55a

### - SPECIAL NOTICE -

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

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

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

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

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

# NOTICE

## **TO ALL CONTRACTING AGENCIES**

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

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

Inquiries can be directed to 860.263.6790.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**Contracting Agency Certification Form**

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
Authorized Representative Title

for \_\_\_\_\_, located at \_\_\_\_\_,  
Contracting Agency Address

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

\_\_\_\_\_, located at \_\_\_\_\_,  
Project name and number Address

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

**Contractor Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return to:

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

*Rate Schedule Issued (Date):* \_\_\_\_\_

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

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

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

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

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:

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

*Rate Schedule Issued (Date):* \_\_\_\_\_





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

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

Please specify the type of benefits provided:

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

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

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

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

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

\_\_\_\_\_  
 (Signature) (Title) Submitted on (Date)

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

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

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

**WEEKLY PAYROLL**

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

\*IF REQUIRED

## **Information Bulletin** ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

***Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.***

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *\*License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. *\*License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***\*License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***

***For example:***

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

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



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

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators  
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

**SPECIAL PROVISIONS**

**SIGNAL REVISIONS AT STATE ROUTES 53 AND 57 (WESTON ROAD)  
AND STATE ROUTE 53 (NORFIELD ROAD)  
WESTON, CT**

SLR # 141.11811.00021

February 18, 2022

***Prepared by:***

SLR INTERNATIONAL CORPORATION  
99 Realty Drive  
Cheshire, Connecticut 06410  
(203) 271-1773  
[www.slrconsulting.com](http://www.slrconsulting.com)

---

---

**SPECIAL PROVISIONS**

---

---

## **INDEX TO SPECIAL PROVISIONS**

INTRODUCTION TO THE SPECIAL PROVISIONS

NOTICE TO CONTRACTOR – TRAFFIC SIGNALS  
NOTICE TO CONTRACTOR – RECENT REVISIONS

SECTION 1.05 – CONTROL OF THE WORK  
SECTION 1.06 – CONTROL OF MATERIALS  
SECTION 1.07 – LEGAL RELATIONS AND RESPONSIBILITIES  
SECTION 1.08 – PROSECUTION AND PROGRESS  
SECTION 10.00 – GENERAL CLAUSES FOR HIGHWAY ILLUMINATION AND TRAFFIC SIGNAL  
PROJECTS

ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC  
ITEM #1001001A – TRENCHING AND BACKFILLING  
ITEM #1008908A – CLEAN EXISTING CONDUIT  
ITEM #1010060A – CLEAN EXISTING CONCRETE HANDHOLE  
ITEM #1106003A – 1 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED  
ITEM #1107011A – ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR (TYPE A)  
ITEM #1108163A – MODIFY EXISTING CONTROLLER  
ITEM #1118012A – REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT  
ITEM #1206023A – REMOVAL AND RELOCATION OF EXISTING SIGNS  
ITEM #1208937A – SIGN FACE – SHEET ALUMINUM (TYPE XI RETROREFLECTIVE SHEETING)

## INTRODUCTION TO THE SPECIAL PROVISIONS

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818 and supplements thereto dated January 2020 (otherwise referred to collectively as “Standard Specifications”) 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 818 and supplements thereto dated January 2020.

CTDOT, District, State, Department, Commissioner

Town of Weston or its Engineer, Construction Manager, Inspector or other authorized representative or agent of the Owner.

Inspector/Engineer

Engineer, Construction 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 Special Provision 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 of the Special Provision Items, shall mean the Special Provisions of this Contract.

01 - 11811.00021.j322.specs - index to special provisions.docx

## **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](http://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 should 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 "Doing Business with CONNDOT", under Engineering Resources click on "Traffic Engineering", Scroll down to Traffic Documents click on "Functional\_Specifications\_for\_Traffic\_Control\_Equip.pdf".

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.

SIGNAL REVISIONS AT STATE ROUTES 53 AND 57 (WESTON ROAD)  
AND STATE ROUTE 53 (NORFIELD ROAD)  
WESTON, CT

GENERAL



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.

Five (5) sets of cabinet wiring diagrams and one electronic PDF file copy to be sent to [DOT.TrafficElectrical@ct.gov](mailto:DOT.TrafficElectrical@ct.gov). Leave one set in the controller cabinet.  
All spare load switches and flash relays.

02 - 11811.00021.j322.specs - ntctrfficsignalsdocx.docx

## **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

### 1015034A – Grounding and Bonding

- Added new Special Provision for grounding and bonding procedure.

### 1105xxxA – X\_Way\_X\_Section Traffic Signal:

- Painting requirements for housing, brackets, and hardware have been moved to Form 818.
- Changed LED lens to 15 years warranty type.
- Backplates:
  - changed to louvered
  - changed retroreflective strip sheeting type
  - changed aluminum alloy to 5052-H32
  - provided range for acceptable thickness
- U-turn indications have been included.

### 1105xxxA – LED Traffic Signal Lamp Unit:

- Changed LED lens to 15 years warranty type.
- Items for U-turn indications have been added.

### 1106xxxA – X\_Way\_Pedestrian Signal:

- Painting requirements for housing, brackets, and hardware have been moved to Form 818.

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

- Painting requirements for housing, brackets, and hardware have been moved to Form 818.
- Changed the sign size to 9” x 15”
- Changed to include confirmation light

1108115A – Full Actuated Controller 8 Phase

- This item has been replaced with Item 1108117A – Full Actuated Controller W/Actuated Pedestrian Phase (16 phase)

1108163A – Modify Existing Controller

- Added email information for digital PDF files

1112285A – Thermal Video Detector Assembly

- Clarified the site surveys are to be conducted in the field.

1112286A – 360 Degree Camera Assembly

- Added installation best practices guide
- Clarified the site surveys are to be conducted in the field.

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.

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

1108110A – Traffic Signal Controller

1111471A – GPS Coordination Unit

The Contractor is hereby notified that the following Traffic Engineering guide sheets are included:

GS\_Light Standard and Foundation

- Added J-Hook Mounting Detail.
- Added Aluminum Light Standard Base showing Grounding Lug Detail.
- Added Portland Cement concrete number.

GS\_Traffic Control Foundations

- Added Portland Cement concrete number.

GS\_Concrete Handhole

- Added Portland Cement concrete number.

The Contractor is hereby notified that the following Traffic Engineering Special Provision is no longer required. All pertinent information is included in the Form 818:

**1001001A – Trenching and Backfilling**

03 - 11811.00021.j322.specs - 01\_ntc-recent\_revisions.doc

## **SECTION 1.05 – CONTROL OF THE WORK**

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

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

### **Traffic Signal Items:**

When required by the contract documents or when ordered by the Engineer, The Contractor shall prepare and submit product data sheets, working drawings and/or shop drawings for all traffic signal items, except Steel Span Poles and Mast Arm Assemblies when applicable, to the Division of Traffic Engineering for review before fabrication. The packaged set of product data sheets, working drawings and/or shop drawings shall be submitted in an electronic portable document format (.pdf).

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

Please send the pdf documents via email to:

[DOT.TrafficElectrical@ct.gov](mailto:DOT.TrafficElectrical@ct.gov)

### **Steel Span Poles and Mast Arm Assemblies:**

When these items are included in the project, the submission for Steel Span Poles and Mast Arm Assemblies shall follow the format and be sent to the “Engineer of Record” as described in the Steel Span Pole and Steel Mast Arm Assembly special provision.

04 - 11811.00021.j322.specs - 105controlofworkforpermitsonlydocx.docx

## **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  
1013008 – 1 ¼" Liquid Tight Flexible Metal Conduit  
1017032 – Service (Metered) Slip Fitting
  
- 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)

05 - 11811.00021.j322.specs - 106controlofmaterials.docx

## **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. Arnold Ozols  
District 3 Electrical Supervisor  
Department of Transportation  
Milford, Connecticut  
(203) 878-1869

Mr. Frank Gomes  
Supervisor Ops.  
Cablevision of Connecticut  
Norwalk, CT 06851  
203-750-5630  
Frank.Gomes@alticetechservicesusa.com

Mr. David Vega  
Project Manager, OSP Relocations  
Level 3 Communications, LLC  
Garden City, NY 11530  
(917) 207-4604  
David.Vega@CenturyLink.com

Ms. Susan J. Bellion  
Project Siting Specialist  
The Connecticut Light and Power Company  
Hartford, CT 06103  
(860) 728-4628  
susan.bellion@eversource.com

Mr. Eric Clark  
Operations Manager  
Crown Castle Fiber, LLC  
Cheshire, CT 06410  
203-649-3904  
Eric.Clark@crowncastle.com

Ms. Lynne DeLucia,  
Manager - Engineering & Construction  
The Southern New England Telephone  
Company  
Meriden, CT 06450-4101  
(203) 238-5000  
Lynne.m.delucia@ftr.com

Mr. Dwight Edwards  
Lead Engineer  
The Southern Connecticut Gas Company  
An Avangrid Company  
Orange, CT 06477  
(203) 795-7868  
dedwards@soconngas.com

Mr. Carlos Vizcarrondo  
Relocations Coordinator  
Aquarion Water Company of Connecticut  
Bridgeport, CT 06606  
(203) 337-5950  
cvizcarrondo@aquarionwater.com

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

Mr. Michael LeBlanc  
Property & Facilities  
Department of Transportation  
Newington, CT 06111  
[DOT.BUILDINGCODEINSPECTOR@CT.GOV](mailto:DOT.BUILDINGCODEINSPECTOR@CT.GOV)  
860-594-2238  
Cell 860-983-5114

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

06 - 11811.00021.j322.specs - 107legalrelationsresponsibilities.doc



## **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 will not be allowed to install traffic signal or pedestrian heads until the controllers are on hand and ready for installation. Once installation of this equipment commences, the Contractor shall complete this work in a most expeditious manner.

The Contractor shall notify the Traffic Signal Lab at Telephone (860) 258-0346 or (860) 258-0349 forty five (45) days prior to starting work on computer controlled signalized intersections only.

The above notice will initiate work to be completed by the Signal Lab. The Contractor shall be responsible for any timely updates that need to be reported to this Unit for the successful coordination of work.

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.

07 - 11811.00021.j322.specs - 10803prosecutionandprogressprosecutionofworkdocx.docx

## **SECTION 10.00 – GENERAL CLAUSES FOR HIGHWAY ILLUMINATION AND TRAFFIC SIGNAL PROJECTS**

### **Article 10.00.03 – Plans:**

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

The Contractor shall digitally mark, in red, any changes on the plan(s) using a pdf program. Markups shall also include field-obtained GPS coordinates for installed span pole, mast arm assembly, controller, and light standard locations.

- The GPS technology used should be able to provide coordinates that are within 12” of accuracy.
- Coordinates provided are to be as accurate as possible for locations where satellite coverage is compromised by tree canopies, buildings, etc.

The Contractor shall submit the digital pdf file(s) to the Engineer and to [DOT.TrafficElectrical@ct.gov](mailto: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 item no. 1, replace “Four (4)” with “Five (5) paper prints and one electronic PDF file copy (to be sent to [DOT.TrafficElectrical@ct.gov](mailto:DOT.TrafficElectrical@ct.gov))” [of schematics and wiring diagrams...].

After item no. 3, add an item no. 4 as the following:

4. Digital field pictures, in .JPG format and labeled appropriately, of the following constructed items:
  - a. Signals heads facing each approach. The pictures are to be taken along each intersection approach in order to observe the relation between the signal faces and the approach centerline, lane line(s), and edge line.
  - b. Inside of hand holes
  - c. Inside of the controller cabinet
  - d. Traffic foundations (Span poles, MAA, Controller Cabinet, Light Standards, Pedestals)
  - e. Video detector locations and mountings
  - f. Utility Clearances from span wire and MAAs
  - g. Screen shots of detection zones

**Article 10.00.10 Section 2. Subsection a)** After Part 3, add the following:

- 4. 360-Degree Video Detection System Tests:** The following tests shall be performed on all traffic signals with 360-Degree Video Detection Systems. The test results shall be recorded and submitted to the Engineer prior to the functional inspection of the traffic signal. Refer to the "Quality Best Practices" attachment to the special provision for Item # 1112287A – 360 DEGREE VIDEO DETECTION PROCESSOR:
- a) Cabinet Grounding Test:** The cabinet ground shall be tested with a clamp-on ground meter in accordance with the detection system manufacturer's recommendations to ensure a ground reading of a maximum of 25 Ohms. The results of this test shall be recorded.
  - b) AC Power Test:** The AC outlet for the processor shall be checked with a digital voltmeter according to the detection system manufacturer's recommendations to ensure that all three connections for the outlet are properly connected and to verify that the AC voltage from the line to neutral and the line to ground is 120VAC. The results of this test shall be recorded.
  - c) Ethernet Cable Test:** Each Ethernet cable shall be tested with a digital Ethernet cable tester in accordance with the detection system manufacturer's recommendations to ensure the cable length does not exceed 300-ft and ensure a Real World Certification of at least 100 MB. The results of this test shall be recorded.
  - d) Drain Wire Resistance Test:** Each Ethernet cable drain wire shall be checked with a digital voltmeter in accordance with detection system manufacturer's recommendations to ensure that the resistance between the drain wire grounding post and the cabinet ground rod equals 0 Ohms. The results of this test shall be recorded.

**Article 10.00.10 Section 2. Subsection b) Part 3. Functional Inspection:**

In the first paragraph, after the 2<sup>nd</sup> sentence, add the following:

Prior to the Functional Inspection, the Contractor shall verify with the CTDOT Traffic Signal Lab that each detection camera is operating properly. In instances where the existing traffic control equipment is being revised or replaced, the verification with the CTDOT Traffic Signal Lab shall be prior to the required Preliminary Functional Test. The Contractor shall have a bucket truck with crew on site during the Functional Inspection to make any necessary aerial signal and detection equipment adjustments as directed by the Engineer.

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

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

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

08 - 11811.00021.j322.specs - 1000general clauses for highway.docx

## **ITEM #0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC**

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

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

### **Route 53, Route 57**

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.

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

### **General**

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

The Contractor is required to delineate any raised structures within the travel lanes, so that the structures are visible day and night, unless there are specific Contract plans and provisions to temporarily lower these structures prior to the completion of work.

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway or bridge section by the end of a work shift, or as directed by the Engineer.

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

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3 foot shoulder between the work area and travel lanes, with traffic drums spaced every 50 feet. At the end of the 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.

On limited-access highways, construction vehicles entering travel lanes shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at the posted speed limit, in order to merge with existing traffic.

### **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 of Weston 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.

### **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”.

### **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>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	RR XING	Thursday	THURS

Crossing			
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.

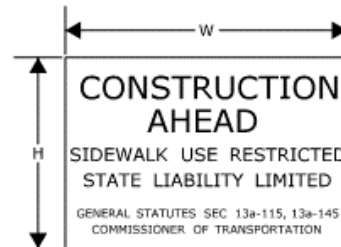
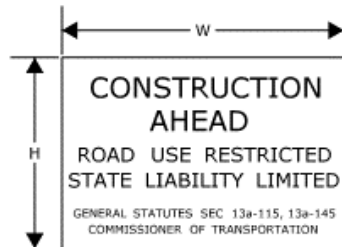
**Table 3: Unacceptable Abbreviations**

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.

### 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

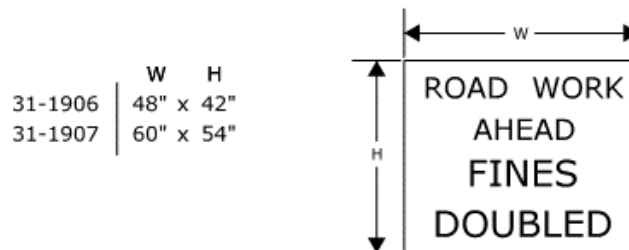
*Tracy L. Fogarty*  
PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.  
2013.10.09 16:30:32-0490\*

## REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

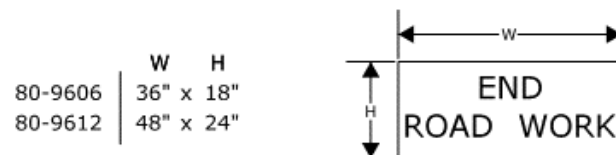
THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY AND MUNICIPAL ROAD IN CONNECTICUT WHERE THERE ARE WORKERS PRESENT ON THE HIGHWAY.

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.



## "END ROAD WORK" SIGN

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



CONSTRUCTION TRAFFIC CONTROL PLAN  
**ROAD WORK AHEAD  
SIGNS**

SCALE: NONE

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

*Tracy L. Fogarty*  
PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.  
2010.05.12 15:54:44 04007

### 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

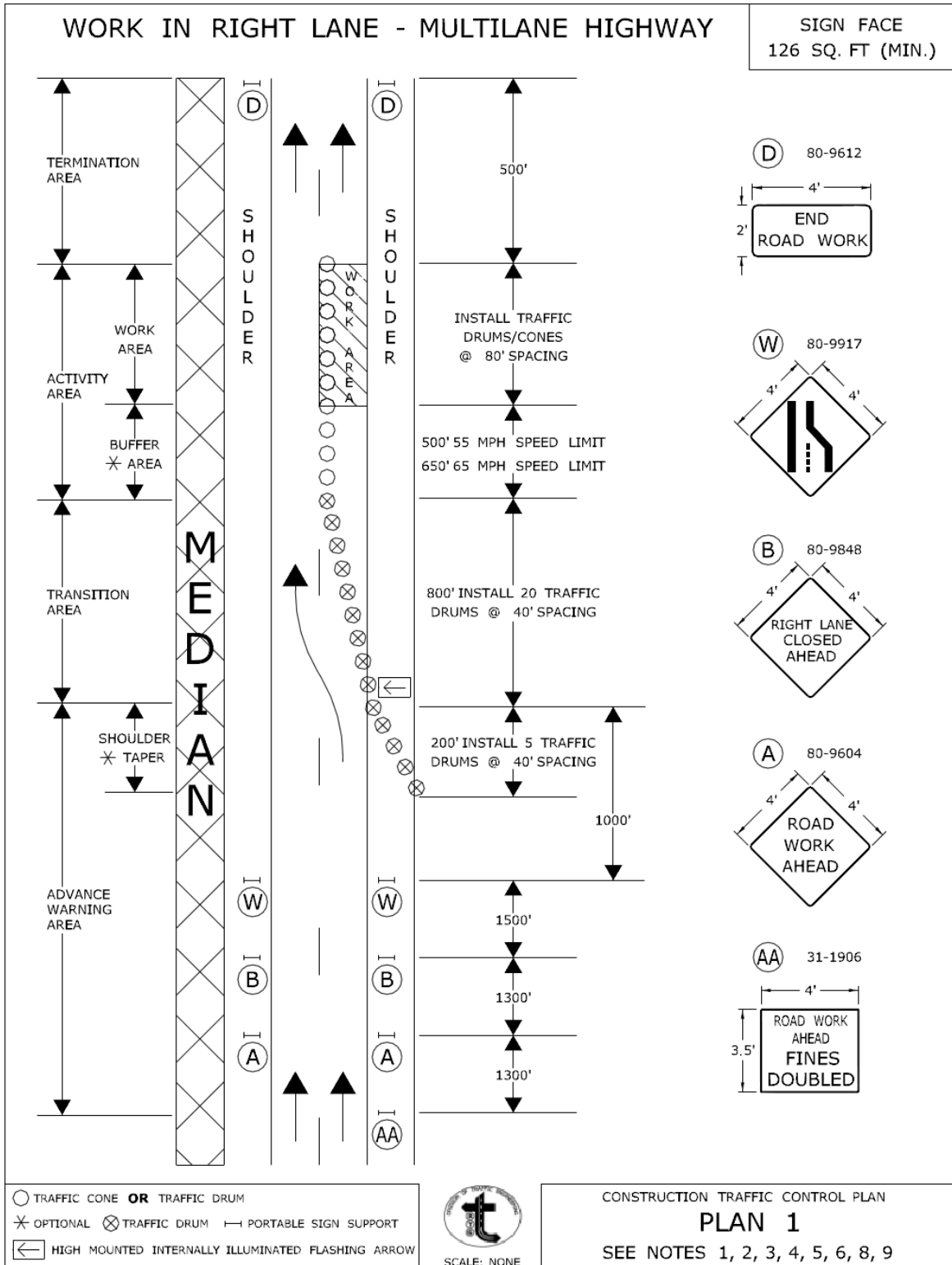
CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

*Tracy L. Fogarty*  
PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.  
2019.09.13 08:47:47-04107





CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

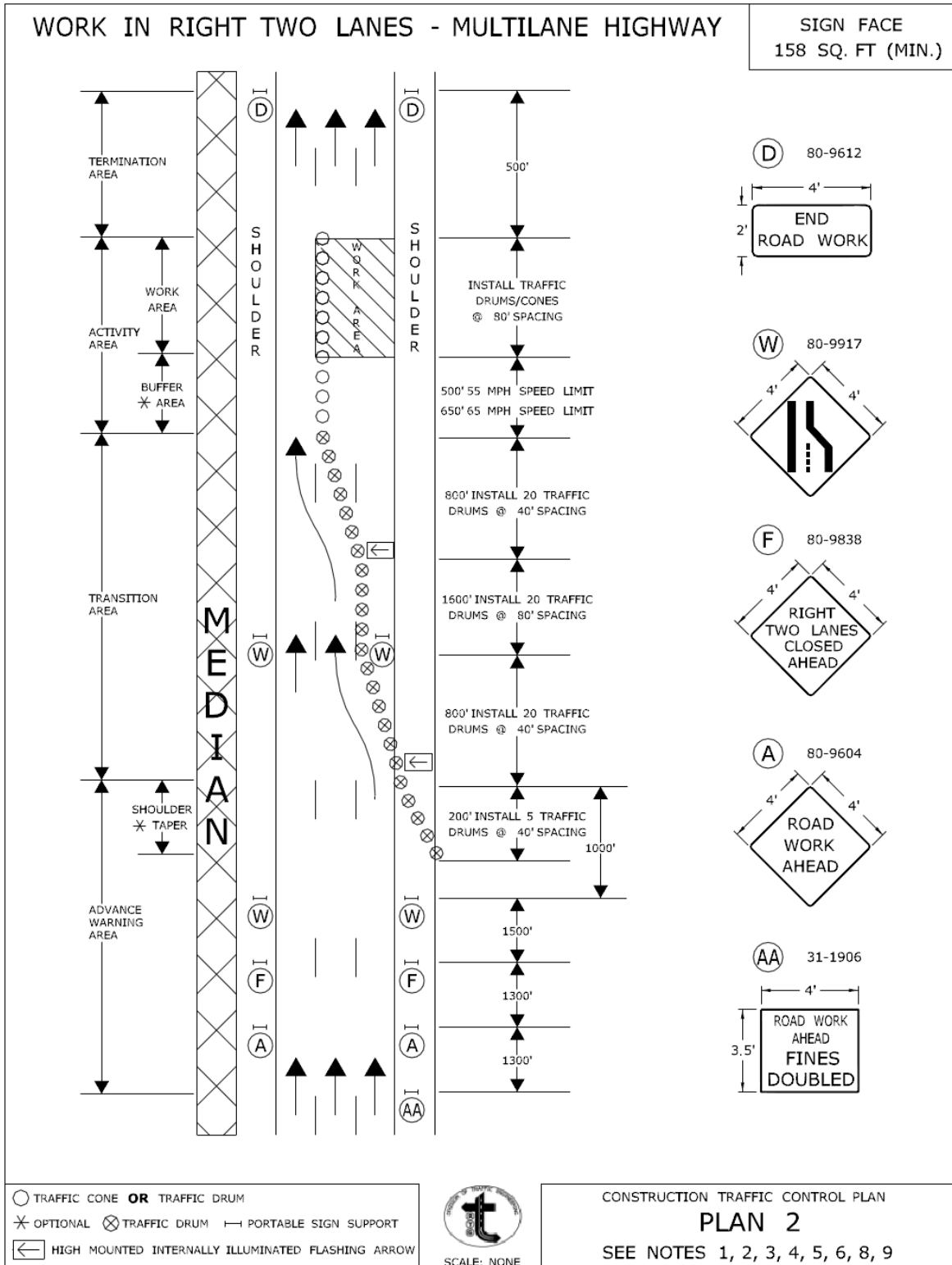
## PLAN 1

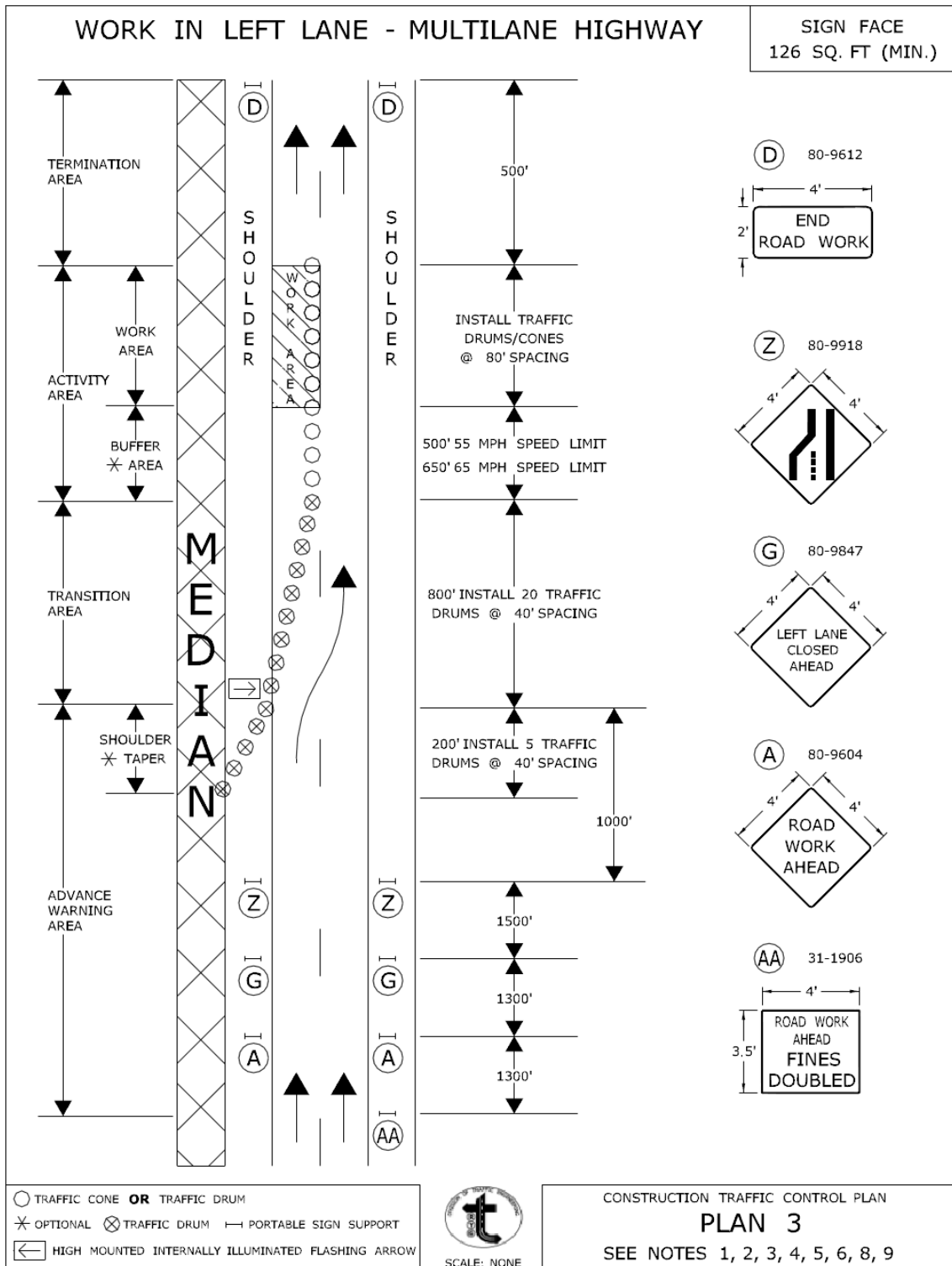
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

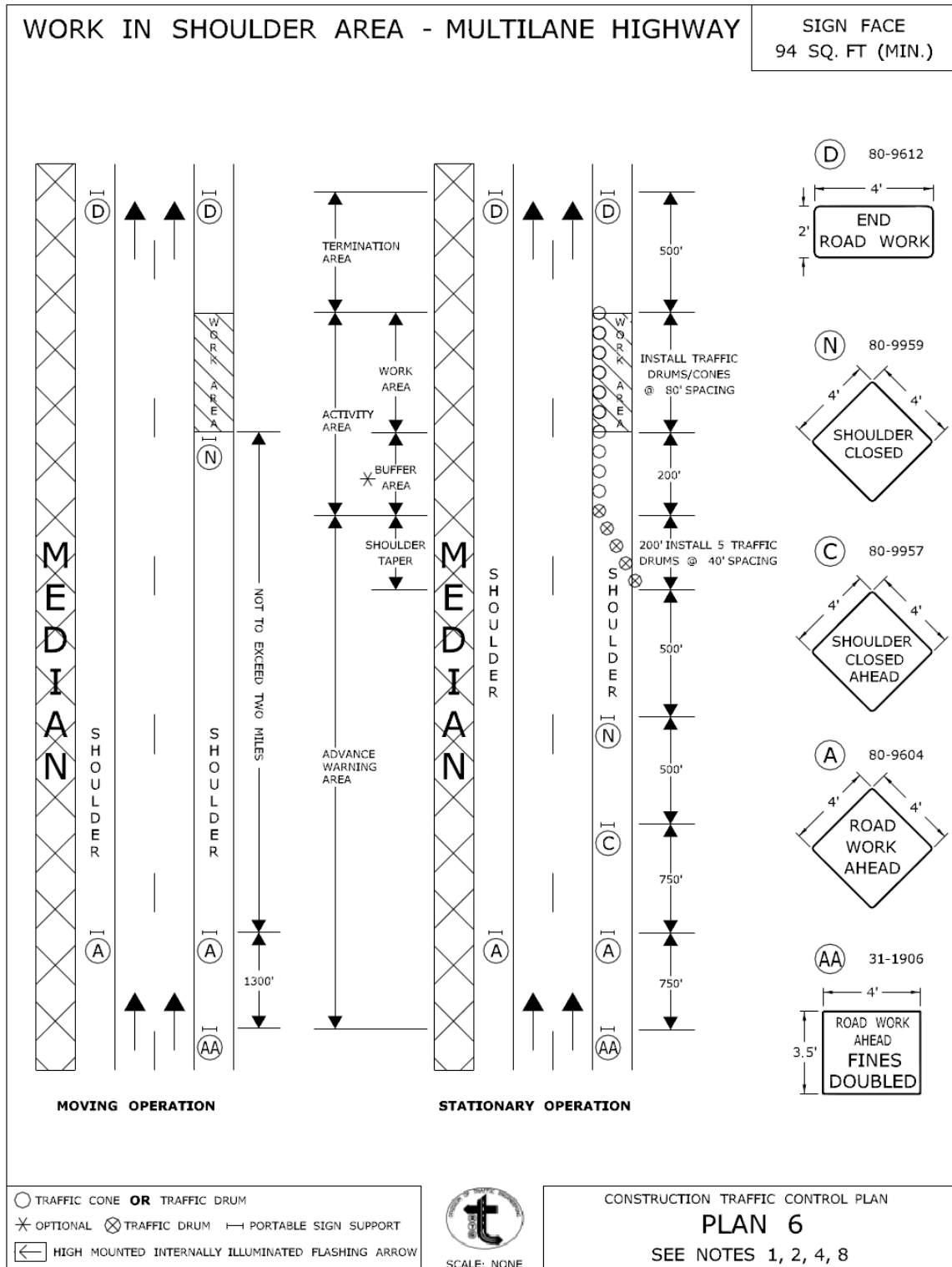
APPROVED

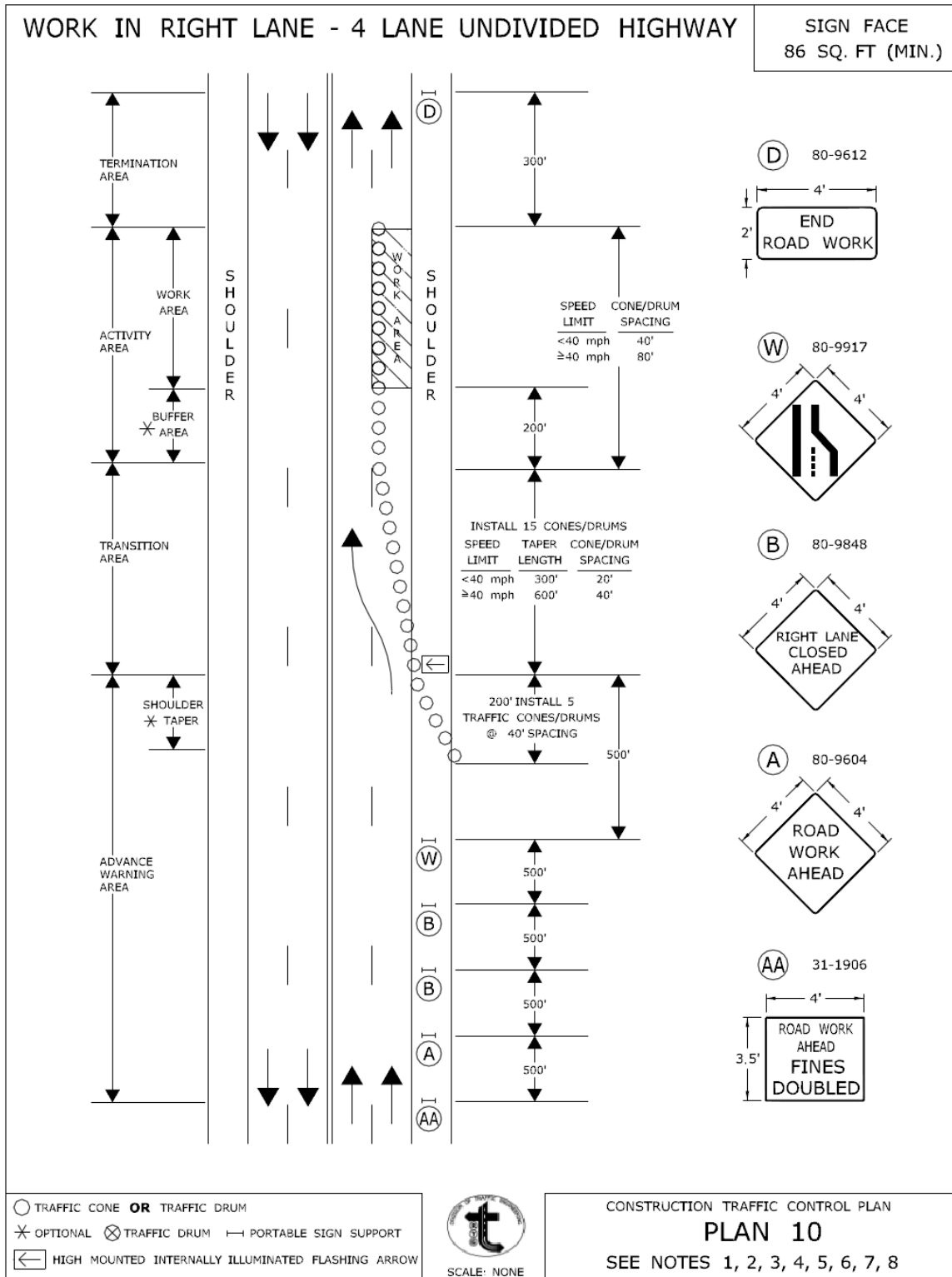
*Charles S. Harlow*  
PRINCIPAL ENGINEER

Charles S. Harlow  
2012.06.05 15:51:00-0400'



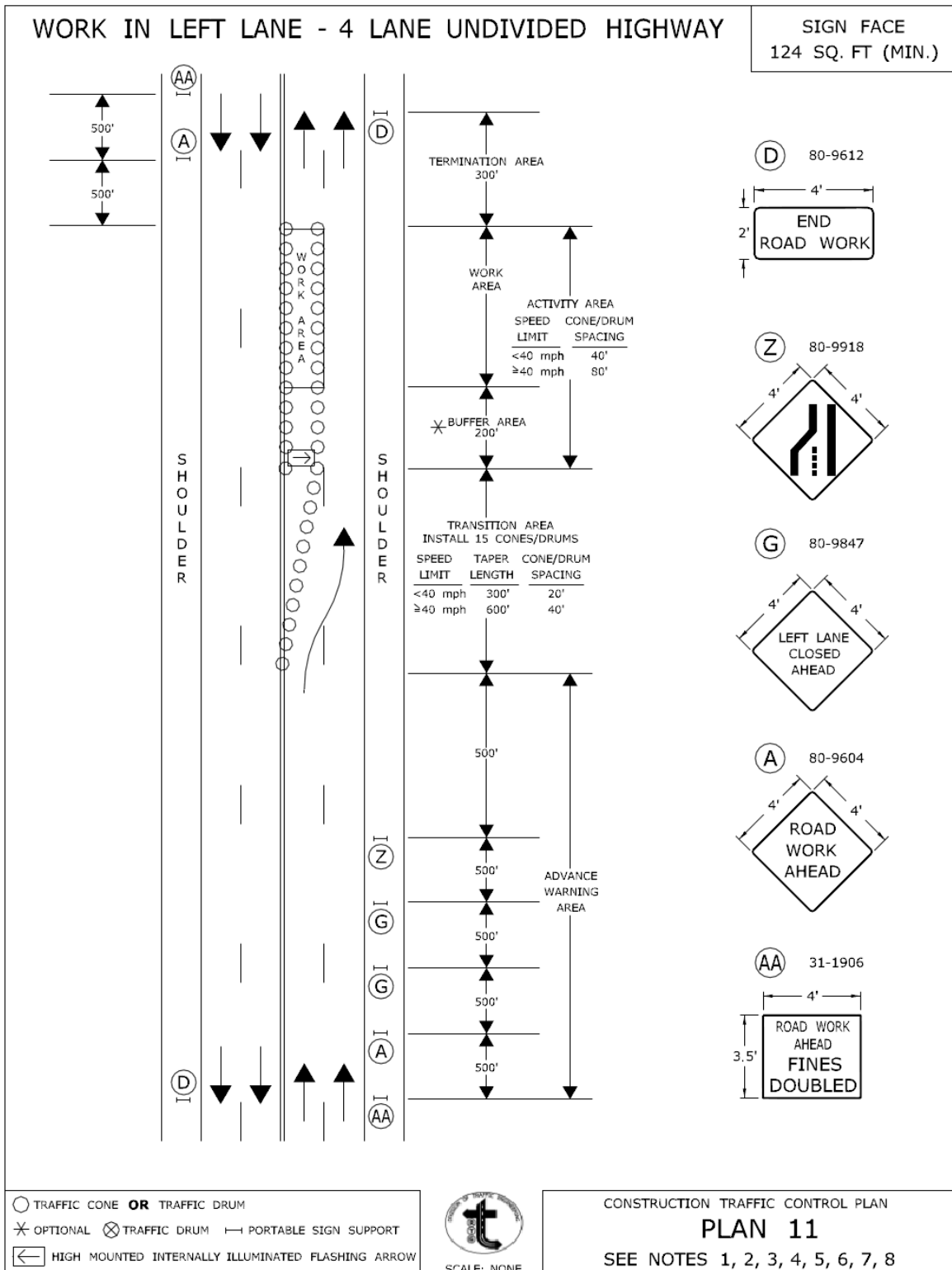


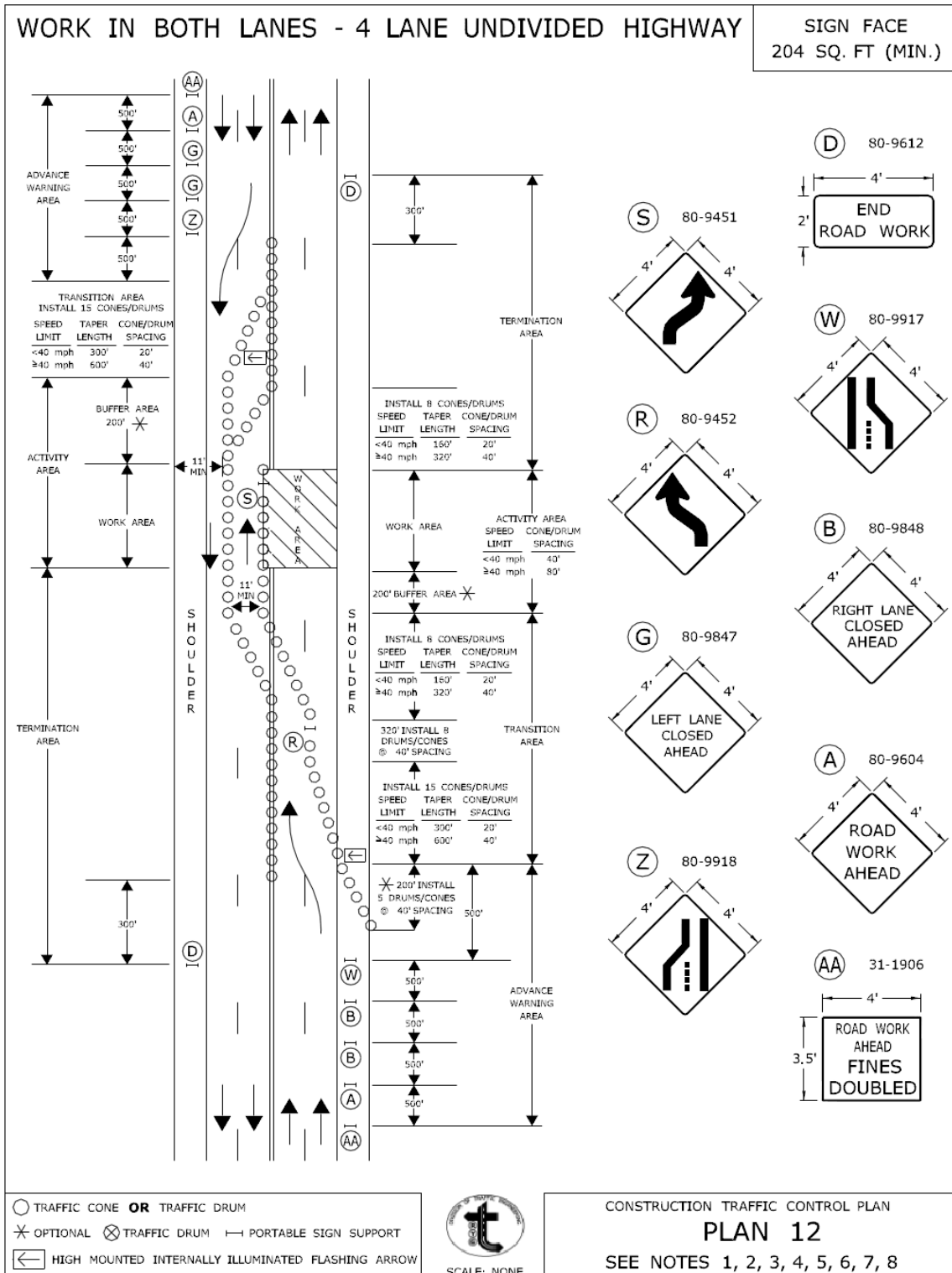


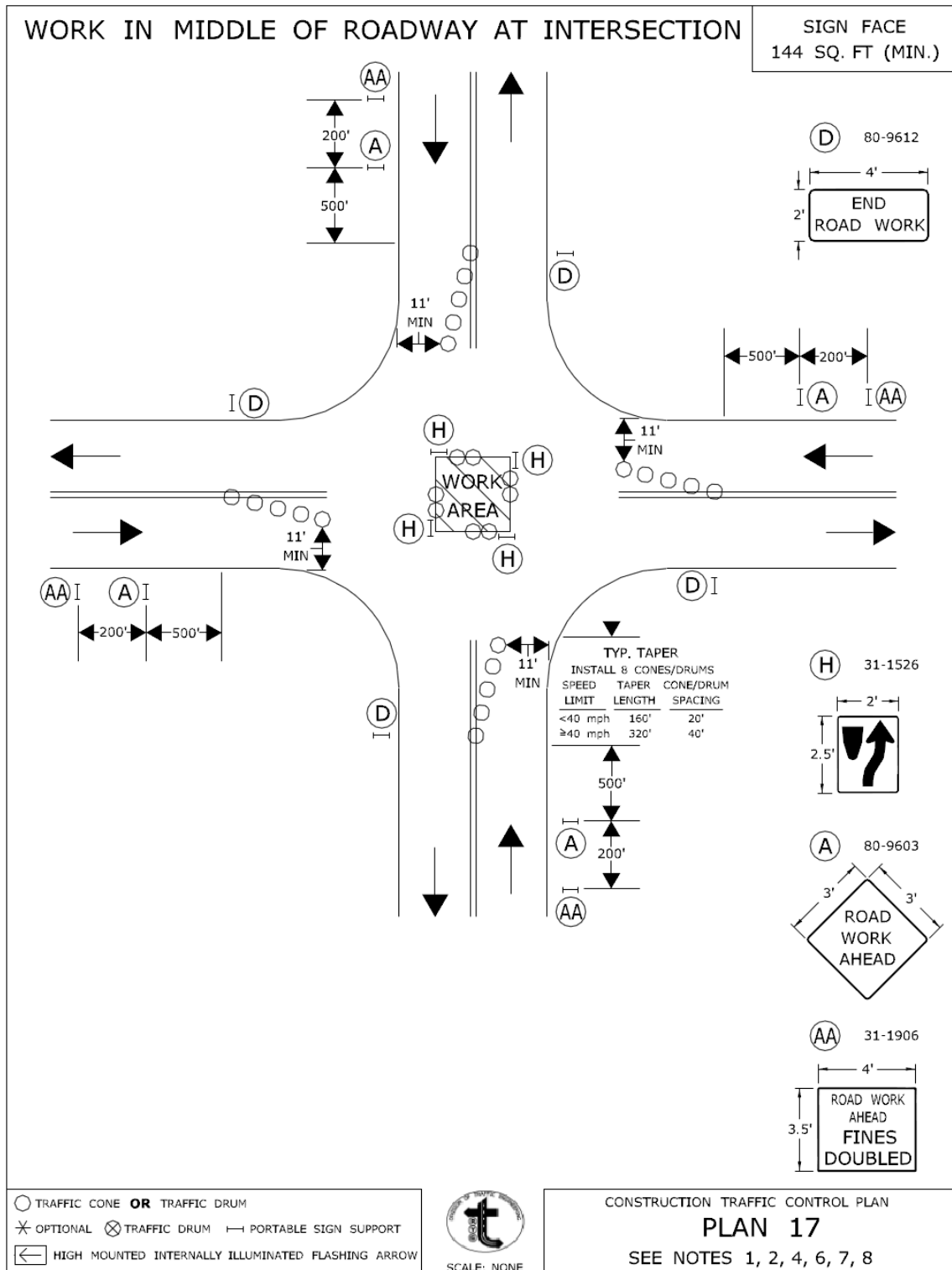


SIGNAL REVISIONS AT STATE ROUTES 53 AND 57 (WESTON ROAD)  
AND STATE ROUTE 53 (NORFIELD ROAD)  
WESTON, CT

ITEM #0971001A







CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow  
2012.06.05 15:57:16-04:00  
PRINCIPAL ENGINEER

SIGNAL REVISIONS AT STATE ROUTES 53 AND 57 (WESTON ROAD)  
AND STATE ROUTE 53 (NORFIELD ROAD)  
WESTON, CT

ITEM #0971001A



**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."

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."

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include the cost for installation and maintenance of all temporary access to all commercial and residential properties, including but not limited to temporary graded surfaces consisting of subbase, processed aggregate base, granular fill, or other suitable materials approved by the Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance and Protection of Traffic	LS

09 - 11811.00021.j322.specs - 0971001asamplemaintenanceprotectionoftraffic.doc

## **ITEM #1001001A – TRENCHING AND BACKFILLING**

*Section 10.01 is amended as follows:*

### **10.01.01 – Description:** *Add after the first paragraph:*

Rock, insofar as it applies to trenching and backfilling, shall be defined as rock in definite ledge formation, boulders, or portions of boulders, cement masonry structures, concrete structures, reinforced concrete pipe, Portland cement concrete pavement or base, of 1/2 c.y. or more in volume, removed as indicated or directed from within the payment lines for trench excavation.

*Revise the third paragraph to add:*

“processed aggregate base, granular fill, suitable backfill material” after “crushed stone”.

### **10.01.02 – Materials:** *Add the following:*

Processed Aggregate Base shall be as specified in M.05.01.

Granular fill shall be specified in M.02.01

### **10.01.03 – Construction Methods:** *Replace the fourth paragraph with the following:*

Where trenching occurs in riprap or crushed stone areas, the surface material shall be replaced in kind. Where trenching in bituminous concrete sidewalk or paved areas, the trench shall be sawcut and backfilled to within the depth from the surface required to replace the removed sidewalk or pavement structure, which shall then be replaced. Suitable backfill material and granular fill shall be used for sidewalks and processed aggregate base shall be used as backfill material for pavement or bituminous concrete surfaces. The edges of all trenches in paved surfaces shall be sawcut to neat lines prior to paving. All trenches in existing paved surfaces, which parallel the curb, shall be no more than 1 1/2 feet from the curb, or when no curb is present, the apparent edge of road. The exception shall be to avoid existing appurtenances such as catch basins, water gates, manholes etc.

### **10.01.04—Method of Measurement:** *Replace the second sentence with the following:*

If rock, conforming to the description given under 10.01.01, is encountered, the Contractor shall strip it of sufficient overlying material to allow for proper measurement, and shall notify the Engineer that the rock surface is ready for measurement.

### **10.01.05 -- Basis of Payment:** *Replace the second paragraph with the following*

It shall also include all sand encasement, suitable backfill material, processed aggregate base, granular fill, backfilling, grading, seeding, fertilizing, mulching, clean-up and disposal of surplus

material, sawcutting sidewalks and paved areas, as well as furnishing and installing curbing, riprap, crushed stone, topsoil, sidewalk, pavement or structure, as the case may be.

*Replace the third paragraph with the following and remove the fourth paragraph entirely:*

When rock, conforming to the description given under 10.01.01 is encountered within the limits of trenching, its removal will be classified; and the accepted quantities of rock in trench excavation will be paid for at the Contract unit price per cubic yard for "Rock in Trench Excavation." In the absence of a "Rock in Trench Excavation" item, the work will be compensated as extra work.

10 - 11811.00021.j322.specs - 1001001a-trenching\_and\_backfilling.docx

## **ITEM #1008908A – CLEAN EXISTING CONDUIT**

### **Description:**

Clean existing conduit as required, as shown on the plans or as directed by the Engineer to remove dirt and debris to facilitate the installation of new cable.

### **Construction Methods:**

Where cable is to be installed in existing conduit the conduit may have to be cleared prior to the installation. Cleaning will only be necessary if the new cable cannot be easily installed in the existing conduit. By field inspection, and with the concurrence of the Engineer, determine the sections of conduit that require cleaning.

Remove all existing cable from conduit. Install temporary cable elsewhere, as necessary, to maintain normal signalization complete with vehicle & pedestrian detection, EVPS, and coordination. Clean the conduit by one of the following methods:

- 1) Rodding.
- 2) A high pressure jet spray, or air pressure.
- 3) By pulling a mandrel or ball through the conduit.

Submit in writing the anticipated method of cleaning the conduit to the Engineer for approval prior to cleaning any conduit.

If the conduit is found damaged to any extent that the cleaning process will not clear the obstruction, it will be the judgment of the Engineer whether to replace the entire conduit run or excavate and replace only the damaged section.

If the existing conduit is found to be missing hardware such as bonding bushings and bond wire, the missing material shall be provided and installed under this item prior to installation of the cable.

### **Method of Measurement:**

This work shall be measured from termination point to termination point. This work shall be measured for payment on actual number of linear feet.

### **Basis of Payment:**

The work under the Item “Clean Existing Conduit” shall be paid for at the contract unit price per linear foot, which price shall include all material, tools, equipment, labor, and work incidental thereto. Work pertaining to temporary operation shall be paid for under Item 1108xxxA -  
SIGNAL REVISIONS AT STATE ROUTES 53 AND 57 (WESTON ROAD) ITEM #1008908A  
AND STATE ROUTE 53 (NORFIELD ROAD)  
WESTON, CT

Temporary Signalization (Site X). Replacement of any damaged conduit shall be paid for under the applicable conduit item.

<u>Pay Item</u>	<u>Pay Unit</u>
Clean Existing Conduit	l.f.

11 - 11811.00021.j322.specs - 1008908a-clean\_existing\_conduit.doc

## **ITEM #1010060A – CLEAN EXISTING CONCRETE HANDHOLE**

### **Description:**

Clean all debris from an existing concrete handhole where shown on the plans or as directed.

### **Material:**

Insulated Bonding Bushings:  
    Specification Grade  
    Threaded  
    Malleable Iron or Steel  
    Galvanized  
    UL listed  
Bonding Wire:  
    M.15.13  
Grout:  
    M.03.05

### **Construction Methods:**

Remove to a level even with the bottom of the handhole all sand, silt and other debris. Remove any material that is accessible from the ends of conduit. Additional conduit cleaning will be paid for under Item 1008908A-Clean Existing Conduit. Place approximately 4" of ¾" crushed stone in bottom of handhole using care not to allow crushed stone to enter conduits. Grout around conduits to prevent future entrance of dirt and silt. Properly dispose all removed debris. Inspect bonding bushings. Tighten loose bushings. Secure loose bond connections. Install new bonding bushings on spare conduits and bond to other conduits.

### **Method of Measurement:**

This work will be measured for payment by the number of concrete handholes cleaned, complete and accepted.

### **Basis of Payment:**

This work will be paid for at the contract unit price each for "Clean Existing Concrete Handhole", which price shall include the removal and disposal of debris from handhole and associated conduit, crushed stone, grout, bonding bushings, bonding wire, and all equipment and work incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Clean Existing Concrete Handhole	Each

12 - 11811.00021.j322.specs - 1010060acleanexistingconcretehandholedoc.doc

## **ITEM #1106003A – 1-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, serialnumber, 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:  $\geq 20$  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:  $\leq 0.15$  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:  $\geq 2.0$ ” (50) diameter, Actuation force:  $\leq 5$  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  $\geq 1.5$ ” (38), Height  $\geq 1.0$ ” (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.
- 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 nighttime 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 will be measured by the number of APS&Ds of the type specified, installed, tested, fully operational, and accepted.

**Basis of Payment:**

This item will be paid at the Contract unit price for each "Accessible Pedestrian Signal and Detector (Type A)" installed and accepted. 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.

<u>Pay Item</u>	<u>Pay Unit</u>
Accessible Pedestrian Signal and Detector (Type A)	Each

14 - 11811.00021.j322.specs - 1107011a-accessible\_pedestrian\_signal\_and\_detector\_type\_a.docx

## **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, 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. 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 Mr. Don Assard at (860) 258-0346 or Mr. Mark Zampini at (860) 258-0349 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. Five 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.TrafficElectrical@ct.gov](mailto:DOT.TrafficElectrical@ct.gov).

### **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, relays, components, hardware, tools, equipment, engineering and labor required to modify the existing controller as shown on the plan. This price shall also include five updated cabinet wiring diagrams.

<u>Pay Item</u>	<u>Pay Unit</u>
Modify Existing Controller	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 abandon 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 but is not limited to vehicle signals and detectors, pedestrian signals and pushbuttons, co-ordination, 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 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.

**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, scrap, 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 or scrapped and allequipment, 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.



A credit will be calculated and deducted from monies due the Contractor equal to the listed value of salvage material not returned or that has been damaged and deemed unsalvageable due to the Contractor's operations.

<u>Pay Item</u>	<u>Pay Unit</u>
Removal and/or Relocation of Traffic Signal Equipment	L.S. (L.S.)

16 - 11811.00021.j322.specs - 1118012a-rem\_andor\_rel\_of\_t\_s equip\_permits.docx

**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 with the exception of side-mounted signs with white background which shall be Type IX.

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/DOT/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)**

<b>Number of Posts in Project =&gt;</b>	<b>51-100</b>	<b>101-250</b>	<b>251-1000</b>	<b>&gt;1000</b>
<b>Sample Size=&gt;</b>	<b>5 Posts</b>	<b>10 Posts</b>	<b>40 Posts</b>	<b>60 Posts</b>
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