

TOWN OF MORRIS, CONNECTICUT

CONTRACT DOCUMENTS

For

Replacement of Bridge No. 086-007

John Weik Road

Over Unnamed Brook



March 20, 2025

Affirmative Action/Equal Opportunity Employer
Minority/Women Business Enterprises are encouraged to apply

CONSULTING ENGINEERS

CARDINAL
ENGINEERING ASSOCIATES

180 Research Parkway

Meriden, Connecticut 06450

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LEGAL NOTICE
ADVERTISEMENT FOR BIDS

REPLACEMENT OF BRIDGE No. 086-007
JOHN WEIK ROAD OVER UNNAMED BROOK
MORRIS, CONNECTICUT

The Town of Morris, Connecticut is seeking sealed bids for furnishing all labor, tools, materials and equipment required for the Replacement of Bridge No. 086-007, John Weik Road Bridge over Unnamed Brook. Bids will be received by the First Selectman's Office, Town Hall, 3 East Street, Morris, CT 06763 until 10:00 A.M., local time, on Thursday, April 17, 2025 at which time the bids will be publicly opened and read.

Plans and Specifications for the above project may be examined and/or obtained at Advanced Reprographics, 50 Corporate Avenue, Plainville, CT 06062, (860) 410-1020. Plans and Specifications may be viewed and/or obtained by going to the Advanced Reprographics website www.advancedrepro.net. Prospective bidders should access the "Planroom" on the website and go to the "Public Jobs" area, no log in information is necessary. Plans and specifications may be picked up at the Advanced Reprographics office. Plans and specifications may also be ordered by calling the Advanced Reprographics number listed above. Bidders are responsible for all printing costs and shipping costs, as applicable. Documents will be available Thursday March 20, 2025.

Form 819 Standard Specifications and Supplemental Specifications may be obtained via the Connecticut Department of Transportation's website: https://portal.ct.gov/dot/business/manuals?language=en_US.

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

Each Bidder must deposit with his/her bid a bid bond for not less than five percent (10%) of the bid as provided in the Information for Bidders. A certified check will not be accepted in lieu of a Bid Bond. NO PROPOSAL WILL BE ACCEPTED UNLESS ACCOMPANIED BY THE REQUIRED BID BOND. The Town reserves the right to waive any informality or to reject any or all bids should it be in the Town's best interest to do so. The Contractor chosen for the project shall be required to furnish 100 % Performance and Labor and Material bonds and proof of required insurance coverage. A Maintenance Bond, in the amount of ten percent (10%) of the contract sum shall be required after completion of the work and prior to final payment.

THIS CONTRACT IS SUBJECT TO STATE SET-ASIDE AND CONTRACT COMPLIANCE REQUIREMENTS

The attention of the Bidders is called to the requirement for Minimum State Wage Rates to be paid under this Contract.

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

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

CONTRACTORS that find discrepancies and/or errors in or between plans, specifications, quantities and other matters, must immediately notify Gary Giroux, Cardinal Engineering Associates, Inc., 180 Research Parkway, Meriden, CT 06450 or at gary@cardinal-engineering.com in writing not less than ten days before the scheduled bid opening.

Date: _____

Town of Morris

INFORMATION TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and agreement forms, which are for the convenience of Bidders and are not to be detached from the Contract Documents, filled out, or executed.

Separate copies of the Bid package are included by way of an Insert

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Cardinal Engineering Associates, Inc., 180 Research Parkway, Meriden, Connecticut 06450 with carbon copy to the Town Engineer. Any inquiry received seven (7) or more days prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to Bidders will be in the form of an Addendum to the Contract Documents and, when issued, will be on file at the Public Works Department at least five (5) days before Bids are opened. In addition, all Addenda will be mailed and/or faxed to each person to whom Contract Documents have been issued, but it shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any. All such Addenda shall become part of the Contract, and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

3. INSPECTION OF SITE

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

4. ALTERNATE BIDS

No alternate bids will be considered unless alternate bids are specifically requested.

5. BIDS

a.) Each bid must be submitted on the prescribed, separately bound bid forms. All blank spaces must be filled in as noted in ink. Bids must give the prices proposed both in words and figures and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.

b.) The Bidder shall sign the bid in the blank space provided for this purpose. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

Bidders shall furnish with their bids the following:

1. Bid Bond, Certificate as to Corporate Principal and Form of Surety Guaranty
2. Non-Collusion Affidavit of Prime Bidder (including notification of outstanding financial and other obligations to the Town of Morris)
3. Affirmative Action Certification
4. Statement of Bidder's Qualifications
5. CHRO – Bidder Contract Compliance Monitoring Report
6. Contractor's Wage Certification Form

The information required under (1) to (6), inclusive, shall be furnished on the forms included in the separately bound Bid Insert and shall be subject to all requirements of the General Conditions, Special Conditions and the Specifications and Drawings.

c.) The successful Bidder is specifically advised that he/she, and any person, firm, or other party to whom it is proposed to award a subcontract under this Contract, must submit a letter regarding compliance with the Equal Employment Opportunity requirements included in this Project. Approval of the contractor/subcontractor award cannot be given by the Owner unless and until the proposed contractor/subcontractor has submitted the certification and/or other evidence that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such certification of compliance to its bid, the Bidder is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delays in contract and subcontract awards.

d.) The Owner will consider informal any bid not prepared and submitted in accordance with the provisions hereof and may, at its option, waive any informalities/irregularities or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

6. **BID GUARANTY**

a.) The bid must be accompanied by a bid guaranty, which shall not be less than specified in the Advertisement for Bids. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bond (at par value) or a bid bond in the form attached.

The bid bond shall be secured by a guaranty or Surety Company authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. Bids will be considered non-responsive unless accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Town of

Morris. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b.) Revised bids submitted before the opening of the bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted; accordingly, otherwise the Bid will not be considered.

c.) Certified checks or bank drafts, or the amount thereof, bid bonds and negotiable U.S. Government bonds of successful Bidders, will be returned as soon as practicable after the opening of the bids.

7. COLLUSIVE AGREEMENT

a.) Each Bidder submitting a bid to the Town of Morris for any portion of the work contemplated by the documents on which bidding is based, shall execute, and attach thereto, an affidavit substantially in the form herein provided to the effect that it has not colluded with any other person, firm or corporation in regard to any bid submitted.

b.) Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form herein provided in the section SUBCONTRACTS under the General Conditions.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, as noted in the Bid Package, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, its experience record in constructing the type of improvements embraced in the Contract and its organization and equipment available for the work contemplated; and, when specifically requested by the Town, shall also submit a detailed financial statement. The Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the obligations under the Contract and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

9. UNIT PRICES

The unit prices for each of the several items in the proposal of each Bidder shall include the pro rata share of overhead, so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision for, should conditions make it necessary to revise the quantities, increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis of the unit prices for such items.

10. CORRECTIONS

Erasures or other changes in the Bids must be noted over the signature of the Bidder.

11. TIME FOR RECEIVING BIDS

a.) Bids received prior to the advertised opening hours will be kept securely sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered, except that, when a bid arrives in the mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Town that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such bid will be received and considered.

b.) Bidders are cautioned that, while facsimile modification of bids may be received as provided above, such modifications, if not explicit and in any sense subject to misrepresentations, shall make the bid so modified or amended, subject to rejection.

12. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town will cause it to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by a representative.

After the bid opening, the Town or Engineer shall evaluate each submitted bid for conformance to the bid submittal requirements and check each Bid Proposal for errors and agreement between unit prices in numbers and written words.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or facsimile request dispatched by the Bidder and received by the Town of Morris in time for the bid opening; provided that the written confirmation of any facsimile withdrawal over the signature of the Bidder shall be placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any Bidder withdrawing their bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT; REJECTION OF BIDS

a.) The Contract will be awarded within ninety (90) days after the date of the bid opening to the responsible Bidder submitting the lowest bid complying with the conditions of the Advertisement for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Town, however, reserves the right to reject any and all bids or to waive any informality in submitted bid documents whenever such rejection or waiver is in its interest.

b.) The Town reserves the right to consider as unqualified to do the work required by these Contract Documents any Bidder who does not habitually perform with their own forces the major portion of the work involved in the construction of the improvements in these Contract Documents.

c.) The ability of any Bidder to obtain a performance bond will not be regarded as the sole test of such Bidder's competency or responsibility.

d.) The Town will not award the Contract to any Contractor who is, at the time of the award, ineligible for such Contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.

e.) If the Contract is awarded, it will be awarded by the Town to a responsible Bidder on the basis of the lowest Base Bid. The Contract will require the completion of work in accordance with the Contract Documents.

15. EXECUTION OF AGREEMENT, PERFORMANCE, LABOR, AND MATERIAL BOND

a.) Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver, to the Town, the Agreement in the form included in the Contract Documents in such number of copies as the Town shall require.

b.) Having satisfied all conditions of award, as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph "a." above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract Documents and shall bear the same date or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the Town, authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.

c.) The failure of the successful Bidder to execute such agreement and to supply the required bonds or submit the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town grants, based upon reasons determined sufficient by the Town, shall constitute a default and the Bidder's bid bond or guaranty shall be forfeited to the Town of Morris as liquidated damages. The Town may either award the Contract to the next lowest responsible Bidder or re-advertise for bids and may charge against the defaulting Bidder the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Town for a refund.

16. NOTICE TO PROCEED

A notice to proceed will be issued by the Town of Morris within thirty (30) calendar days after the execution of the Contract by the Town or the deposition of the required bonds and insurance policies, whichever is last.

17. WAGES AND SALARIES

a.) Attention of the Bidders is particularly directed to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the classification of employees.

b.) The rate of pay set forth in the Contract Documents are the minimum to be paid during the life of the contract. It is, therefore, the responsibility of the Bidders to inform themselves as to local labor conditions, such as the length of workday and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates.

18. EQUAL EMPLOYMENT OPPORTUNITY

Attention of the Bidders is particularly called to the requirements for insuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin or physical handicap.

19. TAXES

Bids should not include federal excise or state sales taxes (State Sales Tax exempt under Connecticut General State Statute Sec. 12-412 (1) as the Town is exempt from payment of any such taxes). The Town is also exempt from transportation taxes when goods are consigned to the Town. Tax exemption certificates will be furnished by the Supervisory Auditor-Accounts Payable upon satisfactory proof of delivery to the Town. Shipments should be consigned to the Town in the care of the Contractor.

20. ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Town may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

Unless otherwise provided in the Contract Documents:

- a). Materials and equipment under an allowance shall be selected promptly by the Town to avoid delays in the Work.
- b). Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.
- c). Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances; and
- d). Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

21. STATE SET-ASIDE AND CONTRACT COMPLIANCE REQUIREMENTS

The Contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion (50%) 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, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Woman and/or Disabled owned businesses.) The Contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the Contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at the following address:

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

22. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

(A)(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, sexual orientation, 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. 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 of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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; (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 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 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 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; (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 section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. 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 section 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 regarding a state contract, 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.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated 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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

23. TIME FOR COMMENCEMENT AND COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence work under this Contract within ten (10) days of the date of "Notice to Proceed" issued by the Town of Morris and shall fully complete all work stipulated in these Contract Documents within 120 consecutive calendar days thereafter.

It is mutually agreed that, if the Contractor fails to complete all or a portion of its work within the time stipulated in the Contract Documents, the Owner will be damaged; and because the amount of the Owner's damages is difficult, if not impossible, to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be as follows: (1) One Thousand – One Hundred Dollars (\$1,100.00) per day as liquidated damages for each and every day of delay in the completion of the work in accordance with the Contract Documents.

The Contractor agrees that said liquidated damages shall be deducted from monies due the Contractor under the Contract, or, if no money is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

TOWN OF MORRIS
CONTRACTOR'S CHECK LIST

PROJECT: REPLACEMENT OF JOHN WEIK ROAD BRIDGE OVER UNNAMED BROOK
(BRIDGE No. 086-007)

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This checklist is provided for Bidder's use and shall not be required for submittal.

The following forms shall be submitted in duplicate.

FORM DESCRIPTION

1. BID PROPOSAL PAGES
2. BID BOND
3. CERTIFICATE AS TO CORPORATE PRINCIPAL
4. FORM OF SURETY GUARANTY
5. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER
6. AFFIRMATIVE ACTION PROGRAM CERTIFICATION
7. STATEMENT OF BIDDER'S QUALIFICATIONS
8. CHRO – BIDDER CONTRACT COMPLIANCE MONITORING REPORT
9. CONTRACTOR'S WAGE CERTIFICATION FORM

BID

TOWN OF MORRIS, CONNECTICUT

REPLACEMENT OF BRIDGE NO. 086-007 JOHN WEIK ROAD OVER UNNAMED BROOK

Bid Submitted by:

Company Name	
Street Address	
City, State and Zip Code	
Contact	
()	()
Telephone #	Fax #

Tom Weik
First Selectman
3 East Street
Morris, Connecticut 06763

Dear Mr. Weik:

The undersigned, having familiarized themselves with the existing conditions of the Project area affecting the cost of the work and with the Contract Documents (which includes Advertisement For Bids, Bid Form, Bid Bond, Instructions to Bidders, Non-Collusion Affidavit, Addenda, General Conditions, Special Conditions, Technical Specifications, Drawings as listed in the Schedule of Drawings and form of Surety Bond or Bonds as prepared by the Town of Morris and on file at the First Selectman's Office, Town Hall, 3 East Street, Morris, Connecticut 06763, hereby proposes to furnish all machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the work, all in accordance with the above listed Documents and submits, herewith, in conformity with the Project Manual and subsequent addenda, the following bid:

BID PROPOSAL
REPLACEMENT OF BRIDGE No. 086-007, JOHN WEIK ROAD OVER INNAMED BROOK
MORRIS, CT

ITEM No		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
1	0201001	A CLEARING AND GRUBBING THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
2	0202000	A EARTH EXCAVATION THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	470	\$ _____
3	0202216	A EXCAVATION AND REUSE OF EXISTING CHANNEL BOTTOM MATERIAL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	60	\$ _____
4	0202219	A SUPPLEMENTAL STREAMBED CHANNEL MATERIAL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	32	\$ _____
5	0202529	CUT BITUMINOOUS CONCRETE PAVEMENT THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	80	\$ _____
6	0203202	STRUCTURE EXCAVATION-EARTH (EXCLUDING COFFERDAM AND DEWATERING) THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	600	\$ _____
7	0203304	STRUCTURE EXCAVATION-ROCK (EXCLUDING COFFERDAM AND DEWATERING) THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	40	\$ _____
8	0204001	COFFERDAM AND DEWATERING THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	260	\$ _____
9	0204151	A HANDLING WATER THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
10	0209001	FORMATION OF SUBGRADE THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	290	\$ _____
11	0210303	A TURBIDITY CONTROL CURTAINS THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____

BID PROPOSAL
REPLACEMENT OF BRIDGE No. 086-007, JOHN WEIK ROAD OVER INNAMED BROOK
MORRIS, CT

ITEM No		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
12	0212000	A SUBBASE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	90	\$ _____
13	0213100	A GRANULAR FILL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	20	\$ _____
14	0214100	A COMPACTED GRANULAR FILL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	40	\$ _____
15	0216100	PERVIOUS STRUCTURE BACKFILL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	340	\$ _____
16	0219001	SEDIMENTATION CONTROL SYSTEM THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	160	\$ _____
17	0304002	A PROCESSED AGGREGATE BASE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	40	\$ _____
18	0305001	A PROCESSED AGGREGATE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	12	\$ _____
19	0406171	A HMA S0.50 THE PRICE PER TON OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	40	\$ _____
20	0406172	A HMA S0.3750 THE PRICE PER TON OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	40	\$ _____
21	0503866	A REMOVAL OF EXISTING CULVERT THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
22	0601062	A FOOTING CONCRETE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	50	\$ _____

BID PROPOSAL
REPLACEMENT OF BRIDGE No. 086-007, JOHN WEIK ROAD OVER INNAMED BROOK
MORRIS, CT

ITEM No		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
23	0601064	A ABUTMENT AND WALL CONCRETE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	55	\$ _____
24	0601088	A CONCRETE FORM LINERS THE PRICE PER SQUARE FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	940	\$ _____
25	0602030	DEFORMED STEEL BARS - GALVANIZED THE PRICE PER POUND OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	17400	\$ _____
26	0651495	A 128" X 83" POLYMER COATED CORRUGATED STEEL PIPE-ARCH THE PRICE PER C LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	40	\$ _____
27	0703011	INTERMEDIATE RIP RAP THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	50	\$ _____
28	0708001	DAMPPROOFING THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	100	\$ _____
29	0755009	GEOTEXTILE THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	140	\$ _____
30	0822100	TEMPORARY TRAFFIC BARRIER THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	120	\$ _____
31	0910170	METAL BEAM RAIL (TYPE R-B 350) THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	120	\$ _____
32	0911924	R-B END ANCHORAGE TYPE II THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	3	\$ _____
33	0922501	BITUMINOUS CONCRETE DRIVEWAY THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	43	\$ _____

BID PROPOSAL
REPLACEMENT OF BRIDGE No. 086-007, JOHN WEIK ROAD OVER INNAMED BROOK
MORRIS, CT

ITEM No		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
34	0944000	FURNISHING AND PLACING TOPSOIL THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	50	\$ _____
35	0950005	A TURF ESTABLISHMENT THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	50	\$ _____
36	0952051	A CONTROL AND REMOVAL OF INVASIVE VEGETATION THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	13	\$ _____
37	0969060	A CONSTRUCTION FIELD OFFICE (SMALL) THE PRICE PER MONTH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	4	\$ _____
38	0970006	TRAFFICPERSON (MUNICIPAL POLICE OFFICER) THE ESTIMATED COST OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	EST	\$ 6,300.00
39	0971001	A MAINTENANCE AND PROTECTION OF TRAFFIC THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
40	0974001	REMOVAL OF EXISTING MASONRY THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	44	\$ _____
41	0975004	MOBILIZATION AND PROJECT CLOSEOUT THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
42	0976002	BARRICADE WARNING LIGHTS-HIGH INTENSITY THE PRICE PER DAY OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1000	\$ _____
43	0978002	TRAFFIC DRUM THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	8	\$ _____
44	0979003	CONSTRUCTION BARRICADE - TYPE III THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	6	\$ _____

BID PROPOSAL
REPLACEMENT OF BRIDGE No. 086-007, JOHN WEIK ROAD OVER INNAMED BROOK
MORRIS, CT

ITEM No		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
45	0980020	CONSTRUCTION SURVEYING THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
46	0981100	42" TRAFFIC CONE THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	8	\$ _____
47	1209007	PAINTED PAVEMENT MARKING 4" YELLOW THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	200	\$ _____
48	1220027	CONSTRUCTION SIGNS THE PRICE PER SQUARE FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	220	\$ _____
49	1700005	A TESTING THE ESTIMATED COST OF \$ SIX THOUSAND DOLLARS AND <u>NO</u> _____ CENTS (\$ 6,000.00)	EST	\$ 6,700.00

TOTAL BID:

DOLLARS

AND

CENTS

\$ (_____)

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

The Unit Prices are to be paid for the actual quantities of the several classes of work in the completed work or structures.

Notice to Bidders:

The Bidder's attention is called to Section 9 of the "Instructions to Bidders" regarding the significance of the as-bid unit prices for this Project.

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

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

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

Bid Bond:

The undersigned herewith submits security equal to ten percent (10%) of the Base Bid, the sum of:

_____ Dollars and No Cents

(\$ _____)

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

Other Conditions:

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

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

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

Addenda:

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

Addendum Number	Date Received	Signature

Bidder's Official Name and Address:		
Company Name: _____		
Street Address _____		
City, State and Zip Code: _____		
Contact: _____		
Signature _____	Title _____	Date _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we the undersigned,

_____ (Name of Principal)

as PRINCIPAL, and _____

as SURETY are held and firmly bound unto the Town of Morris hereinafter called the "Town", in the penal sum of _____ Dollars (\$ _____)

lawful money of the Untied States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATIONS IS SUCH THAT whereas the Principal has submitted the accompanying bid dated _____, 20__ for REPLACEMENT OF BRIDGE No. 086-007 JOHN WEIK ROAD OVER UNNAMED BROOK

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of same or if no period be specified within 180 days after the said opening and shall within the period specified therefore, or, if no period be specified within 10 days after the prescribed forms are presented to him for signature, enter into a written Contract with the Town of Morris in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Town of Morris the difference between the amount specified in said Bid and the amount for which the Town of Morris may procure the required work or supplies or both, if the latter amount be in excess of the former, than the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of the governing body.

For Sole Proprietor

(Seal)

In Presence of:

_____ (Witness Signature)

_____ (Individual Principal)

_____ (Witness Signature)

_____ (Business Address)

*

For Partnership:

In Presence of:

(Seal)

(Witness Signature)

(Partnership)

By: _____

(Witness Signature)

(Business Address)

*

For Corporation:

Attest:

(Corporate Principal)

(Business Address)

(Affix
Corporate
Seal)

By: _____

Attest:

(Corporate Surety)

(Business Address)

(Affix
Corporate
Seal)

Countersigned:

By: _____

By: _____

Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

— _____

(Title)

(Corporate Seal)

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

FORM OF SURETY GUARANTY

(To accompany Bid)

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

(Name of Surety Company)

a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of Connecticut, certified and agrees, that if Contract REPLACEMENT OF BRIDGE No. 086-007 JOHN WEIK ROAD OVER UNNAMED BROOK, is awarded to

_____, the undersigned Corporation will execute the
(Name of Bidder)

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

(Surety)

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

TOWN OF MORRIS, CONNECTICUT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER
(including notification of outstanding financial and other obligations to the Town of Morris)

State of _____)
County of _____) ss:

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

1. He/She is (owner, partner, officer, representative or agent) of _____ the Bidder/Proposer that has submitted the attached Bid/Proposal;
(Bidder/Proposer Name)
2. He/She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
3. Such Bid/Proposal is genuine and is not a Collusive or Sham Bid/Proposal;
4. Neither the said Bidder/Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has Morris submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/Proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Morris or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and
6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

7. **Check one:**

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

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

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

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

Name	Title	Affiliated Company (if none, state NONE)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

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

(Signed) _____

(Title) _____

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

_____ Title _____

My Commission Expires: _____

NOTE: THIS FORM MUST BE NOTARIZED

TO BE COMPLETED BY ORIGINATING DEPARTMENT

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

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

CITY/TOWN OF: _____

FIRM NAME: _____

ADDRESS: _____

DESCRIPTION OF PROJECT: _____

BID AMOUNT: \$ _____

DATE: _____

I (Name of Person) _____ of

the (Name of Firm) _____

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

SIGNED BY: _____

TITLE: _____

EEO OFFICER

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Name of Bidder: _____
2. Bidder's Tax Identification Number: _____
3. Permanent Main Office Address: _____
4. When Organized: _____
5. If a Corporation, where incorporated: _____ Date of Incorporation: _____
6. If other than a Corporation or Partnership, describe Organization and name Principals:

7. Number of years engaged in construction under present firm or trade name: _____ Number of years as General Contractor: _____

8. Contracts on hand:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Engr.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Scheduled Complete</u>	<u>Completion</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

9. General character of work performed by your firm:

10. Percent of work normally performed with your own forces:

<u>Trade</u>	<u>Percent</u>	<u>Trade</u>	<u>Percent Trade</u>	<u>Percent</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

11. Have you ever failed to complete any work awarded to you? If so, where and why:

12. Have you ever defaulted on a Contract? If so, where and why:

13. List the more important contracts completed by you within the past 5 years:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Eng.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Date Completed</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

14. List major equipment available for this Contract:

15. Experience in work similar in importance to this project:

16. Background and experience of the principal members of your organization, including the officers:

<u>Individual's Name</u>	<u>Construction Experience/Yrs.</u>	<u>Present Position Years Experience</u>	<u>Responsibility</u>	<u>Previous Position Years Experience</u>
--------------------------	-------------------------------------	--	-----------------------	---

17. Name and background of superintendent who will have principal on-site responsibility for this project:

<u>Individual's Name</u>	<u>Similar Project Experience</u>	<u>Dollar Value</u>	<u>Responsibility</u>

18. List States and Categories in which your Organization is legally qualified to do business:

19. Give bank and trade references:

<u>Bank</u>	<u>Trade</u>

20. Name of Bonding and Insurance Companies and Names and Addresses of Agents:

21. Upon request by the Owner, the undersigned agrees to furnish, if being considered for award of Contract for the Project upon which a Bid Proposal has Morris submitted, within 48 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet, which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus).

22. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Morris in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at _____ this _____ day of _____, 20____
_____ (Name
of Bidder)

By: _____ Title: _____

State of _____) ss.

County of _____)

_____, being duly sworn, deposes and says that he/she is _____

of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

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

Notary Public
My Commission Expires:

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 1 – Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**STATE OF CONNECTICUT
LABOR DEPARTMENT**

REGULATION OF WAGES DIVISION

CONTRACTOR'S WAGE CERTIFICATION FORM

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

Do hereby certify that the firm of

Company Name

and all of its subcontractors will pay all workmen on the:

REPLACEMENT OF BRIDGE No. 086-007
JOHN WEIK ROAD OVER UNNAMED BROOK
MORRIS, CT

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

(Signature) (Date)

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

Notary Public

My Commission Expires: _____

Prevailing Wage Rates for this Project are attached in Appendix A.

***It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on State Wage Rates for those trades people who are not covered by the applicable State Wage Determination, but who may be employed for the proposed work under this Contract.**

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the TOWN OF MORRIS, hereinafter called the "OWNER", acting through its BOARD OF SELECTMAN,

and, _____ (a corporation)

of _____, County of _____ and

State of _____, hereinafter called the "CONTRACTOR".

WITNESSETH THAT: for in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

REPLACEMENT OF BRIDGE No. 086-007 JOHN WEIK ROAD OVER UNNAMED BROOK addenda thereto, dated _____, being nos. _____ as further described in the Proposal for Construction submitted by the CONTRACTOR, dated _____ and all documents included therein by reference; hereinafter called the "Project" for the sum of _____ (\$ _____) and all extra work in connection therewith, under the terms as stated in the General, Special and Technical Conditions of the Contract, and at (his, her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurances and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Contract.

The "Contract" shall consist of the following contract documents:

- a. The Advertisement for Bids.
- b. The Information for Bidders.
- c. Bid Proposal.
- d. The Contract Drawings (Plans), which include all maps, plates, prints and their drawings printed or written explanatory matter thereof.
- e. The Contract Documents (including Notice to Contractor, Special Provisions, Permits) thereof as prepared by Cardinal Engineering Associates, Inc., with offices located at 180 Research Parkway, Meriden, Connecticut 06450 herein entitled the ENGINEER.

and all of which, including all Addenda thereto, are made a part hereof and collectively evidence and constitute the Contract. If there is any inconsistency between the provisions of this Agreement and any of the other contract documents, the provisions of this Agreement shall prevail.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within the time limit specified in the Special Conditions. The CONTRACTOR further agrees to pay, as liquidated damages, the sum as specified in the Special Conditions and as herein provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract and to make payments on account thereof as provided in the General Conditions.

The CONTRACTOR shall indemnify and save harmless the OWNER and the ENGINEER as specified in the Special Conditions.

Any claim between the OWNER and CONTRACTOR, shall be resolved as follows:

Prior to the initiation of formal dispute resolution proceedings, the claiming party shall submit a written demand for a conference to be attended by those parties involved in the Project that are reasonably necessary for the resolution of the dispute. Such meeting shall be held within fifteen (15) days of the demand at the offices of the OWNER. Each party requested to attend this conference shall send an authorized representative who has authority to make decisions necessary to resolve the dispute.

If the conference fails to lead to a resolution of the claim or dispute, then the OWNER may submit a written demand to proceed to mediation and the OWNER and CONTRACTOR agree to participate in good faith in the mediation process. Mediation shall commence within forty-five (45) days of the initial demand to mediate and shall be arranged through the American Arbitration Association or any other recognized dispute resolution organization in the State of Connecticut. The costs of mediation (excluding individual legal fees) shall be shared equally.

In the event the OWNER does not elect to proceed to mediation, then all claims, counter-claims, disputes and other matters in question between the OWNER and CONTRACTOR arising out of this Contract or the breach thereof will be decided by arbitration or in a court of competent jurisdiction within the district in which the OWNER is located, as determined by the OWNER. In any such action, the prevailing party shall be entitled to recover its costs and reasonable fees of experts and attorneys.

Notwithstanding the existence of a dispute, the CONTRACTOR shall continue to carry on the Work and maintain the progress schedule set forth in the Contract unless the OWNER elects to terminate the Work in accordance with the Contract or the parties mutually agree in writing to suspend Work while the dispute is pending.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: _____ (Corporate Seal)

BY: _____ TITLE:

ATTEST:

CONTRACTOR: _____ (Corporate Seal)

BY: _____ TITLE:

ATTEST:

CERTIFICATION

I, the undersigned, _____, the duly authorized
and acting legal representative of the Town of Morris, Connecticut

do hereby certify as follows:

I have examined the above Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, have full power and authority to execute said Agreements on behalf the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provision thereof.

By _____

Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____
(Name of Contractor) (Corporation, Partnership, Individual)

hereinafter called the "Principal" and _____
(Surety)

of _____ State of _____ hereinafter
called the "Surety", are held firmly bound unto the TOWN OF MORRIS, Connecticut, hereinafter
called "OWNER", in the penal sum of

_____ DOLLARS

(\$ _____) in lawful money of the United States, for the payment of

which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the
day of _____, 20____, a copy of which is hereto attached and made a part hereof for
the construction of:

REPLACEMENT OF BRIDGE No. 086-007 JOHN WEIK ROAD OVER UNNAMED BROOK

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions and agreements of said Contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety, and if it shall fully indemnify and save harmless the owner from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner
all outlay and expense which the Owner may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the
work to be performed there under of the specifications accompanying the same shall in any wise
affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Contractor or to work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__

ATTEST:

Principal

(Principal) Secretary

By: _____ (S)

(SEAL)

Address/Zip Code

Witness to Principal

ATTEST:

Surety

(Surety) Secretary

By: _____

_(SEAL)

Attorney-in-Fact

Address/Zip Code

Witness to Surety

NOTE: Date of the Bond must not be prior to date of the Contract. If the Contractor is a Partnership, all Partners should execute the Bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____
(Name of Contractor) (Corporation, Partnership, Individual)
hereinafter called the "Principal" and _____
(Surety)
of _____, State of _____

hereinafter called the "Surety", are held firmly bound unto the TOWN OF MORRIS, Connecticut, hereinafter called "OWNER", in the penal sum of

_____ DOLLARS

(\$ _____) in lawful money of the United States, for the payment of

which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

REPLACEMENT OF BRIDGE No. 086-007 JOHN WEIK ROAD OVER UNNAMED BROOK

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under of the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

By: _____ (S)

(SEAL)

Address/Zip Code

Witness to Principal

ATTEST:

Surety

(Surety) Secretary

By: _____

(SEAL)

Attorney-in-Fact

Address/Zip Code

Witness to Surety

NOTE: Date of the Bond must not be prior to the date of the Contract. If the Contractor is a Partnership, all Partners should execute Bond.

ACKNOWLEDGMENT OF SURETY COMPANY

State of _____)
County of _____) ss:

On this _____ day of _____, 20_____,

before me personally came _____ to me known to be the

person named in the above instrument and who being by me duly sworn, did depose and say (he/she)

resides in _____, that (he/she) is the _____ of the

corporation described in which is executed the above instrument; that (he/she) knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that (he/she) signed (his/her) name by like order.

Notary Public

My Commission Expires: _____

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

The foregoing bond and sureties are hereby approved.

Dated, Morris, Connecticut _____, 20_____

Corporation Counsel, Town of Morris

Town Manager, Town of Morris

TOWN OF MORRIS

CERTIFICATE OF NON-ARREARAGE

STATE OF CONNECTICUT)
 COUNTY OF) ss:

_____ being duly sworn deposes and says that

1. He/She is the (Owner, Partner, Officer, Representative, or Agent) of
 _____ the Bidder that has submitted the
 attached Bid.

2. Neither the Bidder, nor their subcontractors are in arrears to the State of Connecticut
 Second Injury Fund.

(Signed) _____ -

(Title) _____

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

 Notary Public
 Commissioner of the Superior Court

CERTIFICATE OF WAIVER AND RELEASE OF CLAIMS

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

(Subcontractor Name/Address)
a corporation/partnership, business organized under the laws of the State of Connecticut, in consideration of the sum of:

(Written Figures) (\$_____)

Received from

(General Contractor Name/Address)
receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heir, executors, administrators, successors and assigns, all rights to claim payment for work done and in place as of the date of this Release of the Project commonly known as the **REPLACEMENT OF BRIDGE No. 086-007 JOHN WEIK ROAD OVER UNNAMED BROOK**

(Name of Subcontractor)
hereby indemnifies the Town of Morris, Connecticut (Owner) against any and all claims for work performance and/or materials supplied by it/him/her/us under the above-mentioned Contract.

IN WITNESS WHEREOF:

(Subcontractor Name/Address)
has caused this Waiver and Release of Claims to be executed by its duly authorized officer this _____ day of _____, 20_____.

Executed and delivered in the presence of:

Witness By: _____

Witness

CONTRACTOR'S FINAL PAYMENT RELEASE

KNOW YE MEN BY THESE PRESENTS THAT:

_____ duly authorized to act on behalf of
(Contractor's Name and Address) _____ of _____

County and State of _____, for and in consideration of final payment is the sum of _____ Dollars (\$ _____), lawful money of the United States of America, the receipt whereof is hereby acknowledged, in full satisfaction and payment of all sums of money owing, payable and belonging to _____ (Contractor) by any means whatsoever, for or on account of a certain agreement hereinafter called the Contract, between the Town of Morris (Owner) and _____ (Contractor), dated _____.

NOW, THEREFORE, _____ duly authorized to act on behalf of said _____ (Contractor), its successors, legal representative and assigns does hereby release, acquit, agree to indemnify and hold harmless and forever discharge the said Town of Morris (Owner), its officers, agents, servants and employees from all claims, demands and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, trespasses, damages, judgments, extent, executions, claims and demands whatsoever in law or equity, or otherwise that _____ (Contractor), its successors, legal representative and assigns may now have or that might subsequently accrue to _____ (Contractor) its successors, legal representatives and assigns out of or connected with, directly or indirectly, the Contract dated _____ between (Contractor) and _____ the Town of Morris (Owner) and any and all other bid documents, agreements and Contract modifications thereto.

Signed, Sealed and Delivered in the Presence of:

_____ (Witness)

By: _____

_____ (Witness)

Its duly Authorized _____

STATE OF CONNECTICUT)

) ss: _____ Dated:

COUNTY OF:)

Before me, on behalf of _____ personally appeared _____, duly authorized, to me known, and known to me to be the person named in and who executed the above release, and he/she acknowledges to me that he/she executed the same as his/her free act and deed.

Notary Public, Commission of Superior Court
My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned, a _____ in and for said County and State
(NOTARY PUBLIC, JUSTICE OF THE PEACE, ALDERMAN)

personally appeared _____
(INDIVIDUAL, PARTNER OR DULY AUTHORIZED REPRESENTATIVE OF CORPORATE CONTRACTOR)

who, being duly sworn according to law, deposes and says that all labor, materials and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract of the Town of Morris, Connecticut

with _____ have been paid in full.
(CONTRACTOR)

(Individual, Partner or duly Authorized Representative of Corp. Contractor)

Sworn to and subscribed before me this

_____ day of _____, 20 _____

NOTARY PUBLIC

My Commission Expires: _____

STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the Contract dated _____ between the Town of Morris, Connecticut and _____

(Contractor)

the _____ on the Material and Labor Payment Bond of _____ (Surety)

_____, after a careful examination of the books and records

(Contractor)

of said Contractor or after receipt of an affidavit from Contractor, which examinations of affidavit satisfies said Surety that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment of the said _____, Contractor, and by these presents witnesseth that payment to the Contractor of the final estimates shall not relieve Surety of any of its obligations to the Town of Morris as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, SAID SURETY has hereunto set its hand and seal this day of _____, 20____.

ATTEST:

(SEAL) _____ BY _____
(President)

NOTE: THIS STATEMENT, IF EXECUTED BY ANY PERSON OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE COMPANY, MUST BE ACCOMPANIED BY A CERTIFICATE OF EVEN DATE SHOWING AUTHORITY CONFERRED UPON THE PERSON SO SIGNING TO EXECUTE SUCH INSTRUMENTS ON BEHALF OF THE COMPANY REPRESENTED.

MAINTENANCE BOND

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

as Principal, and _____ as Surety, are held and firmly bound unto
the
Town of Morris, Connecticut, hereinafter called the "Town" in the final sum* of
_____ Dollars
(\$ _____) lawful monies of the United States for the payment of which sum will and truly
be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has executed an
Agreement, dated _____, 20____, for **REPLACEMENT OF BRIDGE No. 086-
007 JOHN WEIK ROAD OVER UNNAMED BROOK**

NOW THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a
period of two (2) years from the date of final payment and issuance of a Certificate of Completion, without
additional cost to the Town. Failure to comply with such required work shall constitute a violation and all
monies covered by this Bond shall become payable to the Town.

ANY CHANGES MODIFICATIONS, AMENDMENTS AND/OR ALTERATIONS TO THIS ORIGINAL
BOND FORM SHALL BE HIGHLIGHTED AND THE TOWN SHALL BE ADVISED OF SAME AND
CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED,
AMENDED AND/OR ALTERED.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this
_____ day of _____, 20____, the name and corporate seal of each corporate
party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to
authority of its governing body.

In the presence of: _____ (Seal)
(Individual Principal)

(Business Address)

(Partnership) _____ (Seal)

(Business Address)

Attest: _____
By: _____

(Corporate Principal)

(Business Address)

* Final sum shall be the actual final construction cost.

By: _____ (Seal)

Attest:

(Corporate Surety)
Countersigned by: _____(Seal)

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: **REPLACEMENT OF BRIDGE No. 086-007 JOHN WEIK ROAD OVER UNNAMED BROOK MORRIS, CONNECTICUT**

The Town of Morris has selected your firm as the apparent low bidder to perform construction of the **REPLACEMENT OF BRIDGE No. 086-007 JOHN WEIK ROAD OVER UNNAMED BROOK** in Morris, Connecticut in response to its advertisement for bids dated _____, 20__ You are hereby advised that your bid has been accepted for items in the amount of:

_____ (\$
)
(Written Figures)

_____ will be authorized to proceed with this work
or
(Firm Name)

service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the First Selectman of the Town of Morris.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the Town of Morris will be entitled to consider all your rights arising out of the Town' acceptance of your Bid as abandoned and the Town will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this _____ day of _____, 20_____

TOWN OF MORRIS, CONNECTICUT

By:

Title:

ACCEPTANCE OF NOTICE

The receipt of the Notice of Award is hereby acknowledged by:

(Signature)

(Firm Name)

(Printed Name/Title)

on this the _____ day of _____, 20_____

NOTICE TO PROCEED
(Refer to Agreement)

Date: _____

TO: _____

PROJECT DESCRIPTION: **REPLACEMENT OF BRIDGE No. 086-007 JOHN WEIK ROAD
OVER UNNAMED BROOK, MORRIS, CONNECTICUT**

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____, 20_____, and you are to complete the work within _____ consecutive calendar days thereafter.

The date of completion of work is therefore: _____, 20_____

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

Town of Morris
Owner
By: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this _____ day of _____, 20_____.

Contractor:

Contractor:

By: _____

Title: _____

TOWN OF MORRIS
CHANGE ORDER

PROJECT: REPLACEMENT OF BRIDGE No. 086-007 Contract Date _____
JOHN WEIK ROAD OVER UNNAMED BROOK Change Order Date: _____
MORRIS, CONNECTICUT Change Order No. _____

CONTRACTOR: _____

TO: TOWN OF MORRIS, CONNECTICUT
 BOARD OF SELECTMAN
 MORRIS, CONNECTICUT

_____, the Contractor, agrees that this change order adjusts the contract price and time to reflect fairly all overhead, profit, charges costs, expenses, delays, damages and the payments that may be claimed due and owing to the Contractor as of the above stated date and agrees that the acceptance of this change order by the owner will constitute a complete and final accord and settlement of Contractor' claims against the Owner on account of this work through the date of the Contractor' signature below.

You are directed to make the following changes in this Contract:

Justification:

The Original Contract Sum was: \$ _____
 Net Changes by previous Change Orders: \$ _____
 The Contract Sum prior to this Change Order was: \$ _____
 The Contract Sum will be (increased, decreased) _____
 by this Change Order: \$ _____

The Contract Time will be (increased, decreased, unchanged) by _____ calendar days.
 The Date for Completion as of the date of this Change Order therefore is _____

(Engineer)	(Contractor)	(Owner)
(Address)	(Address)	(Address)
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

**REPLACEMENT OF BRIDGE No. 086-007
JOHN WEIK ROAD OVER UNNAMED BROOK
MORRIS, CONNECTICUT**

SPECIAL PROVISIONS

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, 2024, is hereby made part of this contract, as modified by the Special Provisions contained herein. Form 819 is available at the following DOT website link https://portal.ct.gov/dot/business/manuals?language=en_US.

CONTRACT TIME AND LIQUIDATED DAMAGES

One hundred-twenty (120) calendar days will be allowed for completion of the work on this Contract and the liquidated damages charge to apply will be One-Thousand One-Hundred Dollars (\$1,100.00) per calendar day.

DIVISION II
CONSTRUCTION DETAILS

Throughout all the various sections contained in Division II, substitute the word "Municipality" or "Municipal" for "Department" wherever "Department" appears, except in those instances here the word "Department" is used to identify a state agency.

NOTICE TO CONTRACTOR - APPLICABILITY OF CONNECTICUT DOT - FORM 819

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, 2024 with Supplemental Specifications (otherwise referred to collectively as "ConnDOT Form 819") is hereby made part of this contract, as modified by the Special Provisions contained herein.

All reference to the "State", and "Department" shall mean "Town of Morris". The "Engineer" shall mean the "Town of Morris and its representative". The "Commissioner" shall mean the "Engineer".

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

Additionally, where there is a conflict between the terms and conditions set forth in the Town's bid specifications and those set forth in Form 819, the Town's bid specifications shall prevail.

NOTICE TO CONTRACTOR – POTENTIAL MODIFIED AWARD SCHEDULE (PERMITS)

The Contractor is hereby given notice that this contract may not be awarded until all Federal and State environmental permits have been received. If all environmental permits are not received, this contract may be withdrawn and re-advertised at the discretion of the Municipality. This shall not be the basis for any claims by any bidder

NOTICE TO CONTRACTOR - BID REJECTION

Bidders are hereby notified that until the award of the Contract, the Municipality reserves to himself, the right to reject any or all bids for any reason whatsoever, and to waive technicalities as deemed to be in the best interests of the Municipality.

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

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

NOTICE TO CONTRACTOR – SUPERVISION AND INSPECTION

This project will be supervised and inspected by the Municipality or its authorized agent. The "Notice to Proceed", stipulating the date on which the Contractor will begin the construction and from which date the contract time will be charged, will be issued by the Municipality.

NOTICE TO CONTRACTOR – MUNICIPAL PROJECT/FIELD OFFICE

Bidders are hereby notified that this is a Municipal project. As such the construction field office requires the approval of the Municipality's electrical inspector instead of the State's ConnDOT electrical inspector. Additionally, the installation of a data communication circuit between the field office and the ConnDOT Data Communications Center in Newington will not be required.

NOTICE TO CONTRACTOR - VERIFICATION OF EXISTING CONDITIONS

Included in this contract is the modification, alteration and/or addition to existing structures. Contractors are cautioned that it is their responsibility to verify locations, conditions, and field

dimensions of all existing features, as actual conditions may differ from information shown on the plans or contained elsewhere in the specifications.

NOTICE TO CONTRACTOR – UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES

If historic properties are unexpectedly encountered during Project construction, the contractor will immediately cease all construction activities in the immediate vicinity that may reasonably be assumed to affect the historic properties. Any historic property discoveries shall to the extent possible be protected in situ to allow for consultation among the Parties and the Tribes. The historic properties may be preserved in situ or mitigated on a case-by-case basis in consultation with the Parties and the Tribes. No artifacts are to be removed from the site unless approved by all parties. Notwithstanding anything to the contrary herein, the curation and disposition of any cultural resources shall be consistent with 36 C.F.R. Part 79 and other applicable law. If human remains are unexpectedly encountered during Project construction, the remains will be treated in a respectful manner and in accordance with the respective laws of the State of Connecticut (Connecticut General Statutes Chapter 184a Section 10-388) and State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818, 2020, Section 1.10.06.

NOTICE TO CONTRACTOR – TIME OF YEAR RESTRICTIONS

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

In-Water Work

The Contractor is hereby alerted to the time of year restrictions imposed by the Environmental Permits contained elsewhere in this contract. Unconfined in-water work will only be allowed between June 1st and September 30th.

Confinement of a work area by cofferdam techniques using sand bag placement, sheet pile installation (vibratory method only), portadam, or similar confinement devices is allowed any time of the year unless specifically prohibited by a permit condition. The removal of such confinement devices is allowed any time of the year unless specifically prohibited by a permit condition. Once a work area has been confined, in-water work within the confined area is allowed any time of the year. The confinement technique used shall completely isolate and protect the confined area from all flowing water. The use of silt boom/curtain or similar technique as a means for confinement is prohibited.

NOTICE TO CONTRACTOR – FLOOD CONTINGENCY PLAN REQUIREMENTS

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

NOTICE TO CONTRACTOR – NO STORAGE OR STAGING OF MATERIALS WITHIN FLOODPLAIN WITHOUT REVIEW AND WRITTEN APPROVAL

The Contractor is hereby made aware that, in conformance with the approved environmental permits and with the Best Management Practices outlined under Section 1.10 – Environmental

Compliance of Form 819, as amended by the Supplemental Specifications, the contractor shall not store or stage any materials or equipment within the Floodplain without prior review and written approval by the Engineer.

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

NOTICE TO CONTRACTOR-NOISE POLLUTION

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

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

NOTICE TO CONTRACTOR – PROTECTION OF EXISTING OVERHEAD UTILITIES

The Contractor's attention is directed to the need for protection of the existing overhead utilities during the demolition of the existing structure and the construction of the proposed structure. The Contractor is responsible for coordinating all protection and relocation of overhead utilities with the appropriate utility company. A 10-foot minimum clearance is to be provided from any unprotected overhead electric lines. The Contractor may need to adjust means and methods in order to accommodate this requirement, at no additional cost to the Town.

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

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

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

NOTICE TO CONTRACTOR - CALL BEFORE-YOU-DIG

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

The Contractor shall make the necessary arrangements with the respective Utility Companies and provide grades for the resetting and adjusting of private utility lines, if necessary. This coordination

and/or field work required shall not be considered extra work or as a basis for extending the time for completion.

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

NOTICE TO CONTRACTOR – PERMITS

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

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

The following permits are attached (Appendix B):

Town of Morris Inland Wetlands and Watercourse Commission	Pending
CT Department of Energy & Environmental Protection – PCN	Pending
Dept of Army Corps of Engineers – CT General Permit	Pending

SECTION 1.01
DEFINITIONS OF TERMS AND PERMISSIBLE ABBREVIATIONS

1.01.01—Definitions: is amended and supplemented as follows:

Substitute the word "Municipality" or "Municipal" for "Department" wherever "Department" appears in the definitions for each of the following terms: Award, Contract, Highway, Plans, and Project.

Substitute the word "Engineer" for "Commissioner" wherever "Commissioner" appears in the definitions for each of the following terms: Subcontractor and Sub-subcontractor.

Engineer: Delete the definition in its entirety and replace with the following:

The Municipality's First Selectman, acting directly or through a duly authorized representative.

Add the following:

Municipal: Of or relating to the Municipality.

Municipality: Town of Morris, Connecticut

**SECTION 1.02
PROPOSAL REQUIREMENTS AND CONDITIONS**

Section 1.02 is supplemented and amended as follows:

Throughout this Section, make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Engineer" for "Commissioner" and for "Division of Contracts."

Substitute "Municipality" or "Municipal" for "Department" and for "Contract Section".

1.02.01—Contract Bidding and Awards: is amended as follows:

Add the following two (2) paragraphs to the end of the existing paragraph.

On the date and at the time and place designated in the bid advertisement and in the related Notice to Contractors or addendum notice, the sealed paper bid proposals shall be publicly opened and read out loud. At the time that paper bid proposal is opened, it shall be checked for "responsiveness" in various respects, to determine if it complies with applicable statutes, regulations, and the Municipality's Specifications, including Connecticut DOT's Standard Specifications.

Each bidder is required to include with its paper bid proposal the following documents: the completed paper bid proposal form (incl. the schedule of prices), the required bid bond, a non-collusion affidavit, and any other information required by the bid documents or by the bid advertisement.

1.02.04—Examination of Plans, Specifications, Special Provisions, and Site of Work:

Delete the last paragraph and replace with the following:

"Bidders must inform the Municipality's Designer, at the earliest opportunity, in writing, of any and all omissions, errors, and/or discrepancies that the bidder discovers within or among the plans, specifications, and bidding documents. Information and inquiries concerning such matters, and any other information or inquiry concerning the conditions of bidding or award or the interpretation of contract documents must be transmitted in writing to:

Mr. Gary Giroux, P.E.
Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, Connecticut 06450

The Municipality and/or the Municipality's Designer cannot ensure a response to inquiries received later than ten (10) days prior to the scheduled bid opening of the related bid. When deemed warranted by the Municipality and/or the Municipality's Designer, responses to such inquiries that relate to changes in or interpretations of the Project documents (plans and specifications) will be issued to all bidders in the form of addenda and made a part of the Contract. Bidders are responsible for ensuring that they are aware of all addenda. Failure by the Municipality, Municipality's Designer or postal or other courier services to deliver addenda or other information regarding a

Contract being bid does not release the bidder from any obligations under said addenda or the conditions of the bid."

SECTION 1.03
AWARD AND EXECUTION OF CONTRACT

Section 1.03 is supplemented and amended as follows:

Throughout this Section, except for Article 1.03.07, make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Engineer" for "Commissioner," for "Manager of Contracts" and for "Transportation Manager of Contracts".

Substitute "Municipality" for "Department" and "State".

1.03.02—Award and Execution of Contract:

After the second sentence of the only paragraph add the following:

The successful bidder is hereby notified of the Municipality's intent to award this Contract within ninety (90) days of the bid opening.

1.03.07—Insurance: is amended as follows:

Substitute "State and Municipality" for "Department" and "State".

It is the intent of this Article to designate the State and Municipality as additional insured, as applicable.

1.03.08—Notice to Proceed and Commencement of Work:

Change the first paragraph to read as follows:

The Contractor shall commence and proceed with the Contract work on the date specified in a written Notice to Proceed issued by the Engineer to the Contractor. The date specified will be no later than 45 calendar days after the date of the execution of the Contract by the Municipality; however, the Contractor is hereby put on notice that it is the Municipality's intent to issue the Notice to Proceed no later than thirty (30) calendar days after the execution of the Contract with the Municipality.

SECTION 1.04 SCOPE OF WORK

Section 1.04 is supplemented and amended as follows:

Throughout this Section, make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Engineer" for "Department's Assistant District Engineer".

Substitute "Municipality" for "Department" and for "State".

1.04.05 – Extra Work: is amended as follows:

Add the following after the fourth sentence:

Bonding costs shall not be included in the contractor's compensation request. However, if the contractor incurs or will incur increased bonding costs related to the extra work, the contractor shall request separate compensation for such costs. The contractor's request shall be itemized and include a certified statement from the bonding company stating that the value of the work will require an increase in bonding coverage and shall detail the additional costs (within allowable contract amount limitations). If *satisfactory* substantiation is provided, a new item for increased bonding costs will be incorporated into the contract by means of a construction order.

Insert the following immediately following "Department's Assistant District Engineer" near the bottom of the paragraph: "and/or the Municipality's authorized representative".

**SECTION 1.05
CONTROL OF THE WORK**

Section 1.05 is supplemented and amended as follows:

Substitute "Municipality" for "Department" and/or "State" and "Engineer" for "Department's Assistant District Engineer".

1.05.02-1. Plans: Substitute "Municipality" for "Department".

Add the following sentence to the end of the Subarticle:

"The Working Drawings, Shop Drawings and Product Data shall be submitted to the Designer as hereinafter noted; copies of transmittal letters shall be sent to the Municipality.

Designer

Mr. Gary Giroux, P.E.
Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, Connecticut 06450

Municipality

Kyle Rosenbeck
Highway Department Foreman
PO Box 66

Morris, Connecticut 06763

1.05.02-2. Working Drawings: Substitute "Municipality" for "Assistant District Engineer".

1.05.02-3. Shop Drawings:

Add the following paragraphs:

If the contractor proposes a substitution, all costs associated with the review of shop drawings, working drawings, designs or any other submissions related to the substitution including all costs incurred by the Owner and the Engineer shall be paid by the Contractor.

Each shop drawing submittal shall be identified as to the following, and stamped by the Contractor as being in complete compliance with all requirements of the Contract Drawings and Specifications:

1. Project Name and Contract Number
2. Specification Section number(s) and subparagraph(s)
3. Contract Drawing sheet number(s)

The General Contractor shall check all shop drawings for conformance with the Contract Documents and particularly against field measurements and proper fit with adjoining work prior to submitting same. A certification shall appear on each shop drawing stating that the General Contractor has made this check.

Any and all deviations from the requirements of the Drawings and/or Specifications shall be called to the attention of the Engineer in writing at the time of first submission of shop drawings, equipment data, and other drawings for approval.

1.05.02-5. Submittal Preparation and Processing – Review Timeframes:

Substitute "Designer" for "Department".

Add the following paragraphs:

"Prior to the submission of any working, shop or erection drawings, the Contractor shall prepare and submit to the Engineer, for approval, a schedule for all proposed working and shop drawings. This initial schedule should be submitted within thirty (30) days of contract award and must be submitted before the Notice to Proceed. The Contractor shall coordinate, schedule and control all submittals of working and shop drawings including those of his various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the work.

Each Shop Drawing shall include the name and telephone number of the fabricator's contact person who is familiar with the drawing and who will be available to answer questions by the Engineer or Designer should any arise during the review process.

It is incumbent upon the Contractor to submit his shop drawings in accordance with the approved working and shop drawing schedule to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. In no case will the Municipality accept liability for resulting delays, added costs and related damages when the time required for approval extends beyond the approximate times shown herein when the shop drawings are not submitted in conformance with the approved schedule."

1.05.02-5(a). Submissions: Substitute "Municipality" for "Assistant District Engineer of the administering Construction District".

1.05.02-5(b). Submissions: Substitute "Designer" for "Assistant District Engineer of the administering Construction District".

1.05.02-5(c). Submissions: Substitute "Designer" for "administering Construction District".

1.05.06 – Cooperation with Utilities (including railroads):

Add the following:

Within the project there may be public utility structures; and, notwithstanding any other clause or clauses of this Contract, the Contractor cannot proceed with his work until he has made diligent inquiry with the utility companies, municipal authorities or other utility owners to determine their exact location, and notified "Call Before You Dig". The Contractor shall notify, in writing, the utility companies, municipalities or other owners involved of the nature and scope of the project and of his operations that may affect their facilities or property. Copies of such notices shall be sent to the Engineer.

**SECTION 1.06
CONTROL OF MATERIALS**

Article 1.06.07 - Certified Test Reports and Materials Certificates:

Add the following:

All materials used on this project shall require a Certified Test Report or Material Certificate.

Following is a partial list of items that may be included in the project.

1. For the materials in the following items, a Certificate Test Report will be required confirming their conformance to the requirements set forth in the plans, these Specifications or both. Should the consignee noted on a Certified Test Report be other than the Prime Contractor, then Materials Certificates shall be required to identify the shipment.

Subbase	Granular Fill	Cast in Place Concrete
Pervious Structure Backfill	Processed Aggregate Base	Deformed Steel Bars
Topsoil	Joint Sealer	Riprap
Bedding Material	Cement	#8 Stone
#6 Stone	Anchoring Cement	#67 Stone
Sand	Chemical Anchors	Threaded Steel Bars

2. For the material in the following items, a Materials Certificate will be required confirming their conformance to the requirements set forth in the plans or these specifications if it is from a Connecticut Department of transportation approved plant/supplier. Otherwise, testing is required.

Bituminous Concrete	Portland Cement Concrete	Footing Concrete
Portland Cement	Abutment and Wall Concrete	Pavement Marking
Signs	Sanitary Manhole Brick (for invert)	Joint Sealer
Concrete Building Brick	Masonry Concrete Units	Deformed Steel Bars
Reinforcing Steel	Wire & Welded Wire Fabric	Threaded Steel Bars
Anchor Bolts	Structural Steel	Membrane Waterproofing
Dowel Bars	Galvanizing	Wetland Seed Mix
Paint	Damp Proofing	Precast Concrete Units
Metal Beam Rail Elements	Grass Seed	Fertilizer
Precast Concrete Box Culvert		

**SECTION 1.07
LEGAL RELATIONS AND RESPONSIBILITIES**

1.07.01—Laws to be Observed: is amended as follows:

In the second sentence of the first paragraph, after the word "State" add the words "and Municipality".

1.07.03—Proprietary Devices, Materials and Processes: is amended as follows:

After the word "State" add the words "and Municipality" throughout this Article.

1.07.04—Restoration of Surfaces Opened Pursuant to Permit or Contract: is amended as follows:

Replace the word "Department" with "Municipality" throughout this Article.

1.07.07—Safety and Public Convenience: is amended as follows:

In the penultimate paragraph, after the word "Department," add the words "or Municipality".

1.07.09—Protection and Restoration of Property: is supplemented and amended as follows:

Add the words "or Municipality" after the word "State" wherever the word "State" appears in this Article.

Add the phrase "or Municipality, as applicable" after the word "Department" wherever the word "Department" appears in this Article.

Add the following:

The Contractor shall notify the Tree Warden of the Municipality in which the bridge project is located, five (5) days prior to flagging so that the Tree Warden may be present during the flagging.

All trees scheduled to be removed outside of the proposed gutter or curb lines of the highway shall be visibly marked or flagged by the Contractor at least five (5) days prior to cutting of such trees.

The Engineer will inspect the identified trees and verify the limits of tree removal prior to the Contractor proceeding with his cutting operation, should such an operation be required elsewhere in this contract.

1.07.10 - Contractor's Duty to Indemnify the State Against Claims for Injury or Damage: is amended as follows:

Revise the title of this Article to read "Contractor's Duty to Indemnify the State and/or Municipality Against Claims for Injury or Damage."

In the first sentence, delete the words "the Department".

Replace the word "State" with "State and/or Municipality" throughout this Article.

Replace the word "Commissioner" with "Engineer" throughout this Article.

Add the following paragraph after the only paragraph:

"It is further understood and agreed by the parties hereto, that the Contractor shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and/or Municipality and the Contractor, unless requested to do so by the State and/or Municipality."

1.07.13—Contractor's Responsibility for Adjacent Property and Services: is supplemented with the following:

The Contractor's attention is directed to the fact that overhead utilities (including utility poles, pole guys and overhead wires) exist in the immediate vicinity of the project.

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

1.07.14—Personal Liability of Representatives of the State: is amended as follows:

Add the words "and Municipality" after the word "State".

1.07.15—No Waiver of Legal Rights: is amended as follows:

Replace the words "Commissioner" and "Department" with "Municipality" or "Municipal" throughout this Article.

1.07.16—Unauthorized Use of Area(s) within the Project Site: is amended as follows:

Replace the words "Commissioner" and "State" with "Municipality" throughout this Article.

Add the following new Subarticle:

1.07.19—Personal Liability of Representatives of the Municipality

In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, the Engineer and his authorized representatives, including consultant engineering firms and their employees, shall be subject to no liability, either personally or as officials of the Municipality, it being understood that in all such matters they act solely as agents and representatives of the Municipality.

**SECTION 1.08
PROSECUTION AND PROGRESS**

Section 1.08 is supplemented and amended as follows: Section 1.08 is supplemented and amended as follows:

Throughout this Section, make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Municipality" or "Municipal" for "Department" and for "State". Substitute "Engineer" for "Commissioner".

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

The Contractor's activities on site shall be limited to operations between 7:00 a.m. to 5:00 p.m., Monday through Friday except legal holidays.

The Contractor will be allowed to close John Weik Road at the project limits to through traffic and detour traffic as shown on the Detour Plan contained in the Contract Plans. with the following conditions.

The Contractor shall coordinate with the Town of Morris at least fourteen (14) days prior to proposed roadway closures. **The roadway cannot be closed until authorized by the Town.**

Traffic shall be maintained on a paved surface with minimum 11-foot lanes in each direction. To safely open the road to traffic, it is expected that the project will be substantially completed including the following:

- Road will be paved through the project area
- Guide railing will be completely installed or an approved safety barrier will be installed.

The Contractor will be permitted to interfere with normal or staged traffic operations only at the discretion of the Engineer.

The Contractor shall install signs legally closing John Weik Road to traffic as shown on the detour plan and install signs depicting the detour along the detour route.

The Contractor shall then physically close the road to traffic as shown on the plans or as directed by the Engineer.

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

SECTION 1.09
MEASUREMENT AND PAYMENT

Section 1.09 is supplemented and amended as follows:

Throughout this Section, make the following substitutions for all occurrences of the word(s) identified below for substitution:

"Municipality" or "Municipal" for "Department" and for "State".

Substitute "Engineer" for "Commissioner".

1.09.06–Partial Payments: Amend Article 1.09.06 of Form 818, 2022, as amended by the July, 2020 supplement, as follows:

In the first paragraph under **A. Monthly and Semi-monthly Estimates:** delete "Retainage will not be held" and replace with "**five percent (5%) of the total amount determined by the Engineer will be deducted from the estimate and retained by the Municipality until the Engineer accepts the Project**". The balance, less all previous payments, will be certified for payment. When work equaling the original contract value has been accomplished, no additional retainage will be withheld.

SECTION 1.10
ENVIRONMENTAL COMPLIANCE

1.10.02—Compliance with Laws and Regulations: is amended as follows:

Replace the word "Department" with "Municipality" throughout this Article.

In the last sentence of the last paragraph of this Article, and delete the phrase "under any other State contract".

1.10.03—Water Pollution Control: is amended as follows:

Replace the word "Department" with "Municipality" throughout this Article.

In the last sentence of the second paragraph, delete the phrase "under any other State contract".

Add the following sentence after the second sentence of the third paragraph:

The following items may also be superseded by specific permits from the Connecticut Department of Energy and Environmental Protection (DEEP), the Army Corps of Engineers (ACOE) and/or the appropriate local wetlands and watercourses regulatory authority.

In Paragraph No. 13, replace "State right-of-way" with "State or Municipal right-of-way."

1.10.07—Controlled and Hazardous Materials: is amended as follows:

Replace the word "Department" with "Municipality" throughout this Article.

SECTION 1.11
CLAIMS

Section 1.11 is supplemented and amended as follows:

Throughout this Section make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Chief Administrative Official of the Municipality" for "Commissioner".

Substitute "Municipality" or "Municipal" for "Department".

ITEM #0201001A - CLEARING AND GRUBBING

Work under this item shall conform to the requirements of Section 2.01 amended as follows:

2.01.03 – Construction Methods: *Add the following:*

All fences, mailboxes, sign posts, bollards, railings, stumps, shrubs, hedges, plantings, stone fences, etc., ornamental and utilitarian domestic accessories within the slope limit lines, shall be removed and reset (or disposed of) as directed by the Engineer.

ITEM #0202000A – EARTH EXCAVATION

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

2.02.04 – Method of Measurement: *Delete second paragraph and replace with the following:*

Unsuitable material, as designated by the engineer, below the subgrade in cut sections, below the original ground line in fill sections and beyond the normal payment lines for ditch and channel excavation shall be measured as earth excavation.

ITEM #0202216A – EXCAVATION AND REUSE OF EXISTING CHANNEL BOTTOM MATERIAL

Description: This work shall consist of excavating existing channel bottom material the removal of which is necessary for the proper completion of the work, to the dimensions shown on the plans or as ordered in areas where the channel bottom is to be disturbed and regraded for construction of a bridge, culvert, articulated concrete block placement or cofferdam installation. This item shall also include the stockpiling and protecting of the excavated material on the Site, subsequent placement of the stockpiled material in the channel, and the removal and proper disposal of all unused and unacceptable material.

Materials: The material for this item shall consist of the existing naturally-formed rocks, cobbles, gravel, soils and clean natural sediments from within the channel.

Any material excavated from ledge (bedrock) formations or broken from larger boulders will not be accepted. Broken concrete will not be accepted.

Construction Methods: The Contractor shall submit for the Engineer's approval a proposed location for stockpiling material. The proposed location shall be upland where disruption to the stream channel or impact to wetland areas caused by moving the excavated channel bottom material to and from the stockpile are minimized during the placement of material. The Contractor shall prepare the area approved by the Engineer, suitable in size and location for stockpiling the existing channel bottom material.

The stockpile shall be located where it can remain undisturbed for the duration of the stream channel construction and shall be protected using sedimentation control measures. The stockpile area shall be cleared and cleaned adequately to prevent mixing with underlying soil or other materials, including the use of a separation barrier such as: structural fabric, polyethylene sheeting, or similar. The stockpile area shall be adequately covered to protect the excavated channel bottom material from erosion by rain or other forces.

After clearing and grubbing, the Engineer will identify the limits of the exposed channel bottom material to be excavated under this item. The Engineer will identify the bottom limit of excavation, an amount up to but not exceeding 24 inches in depth, based upon visual inspection of the channel bottom material, unless otherwise specified in the Contract. After the limits of excavation have been determined, the Contractor shall excavate the channel bottom material, separate from any other roadway, structure, channel or unsuitable material excavation in the area. After the channel bottom material, and approved supplemental streambed channel material if needed, has been placed in the stockpile area, no other excavated or off-Site material shall be placed in the stockpile.

The stockpiled channel bottom material shall be placed at the designated location(s) to the required thickness as shown on the plans, denoted on the permit application, or as directed by the Engineer. Equipment and placement techniques shall prevent integration with the surrounding

material and shall keep the channel bottom material relatively homogenous. Channel material shall be placed in a manner that replicates the original condition of the channel prior to excavation.

The Contractor shall perform all containment, diversion, or other separation of the channel flow when placing the channel bottom material to minimize sediment transport downstream.

The disposal of any surplus or unsuitable material shall be in accordance with Section 2.02. Restore the stockpile area as directed by the Engineer.

If it is agreed by the Engineer that there is an insufficient quantity of excavated channel bottom material within the Project limits, the Contractor shall obtain Supplemental Streambed Channel Material as specified under that item.

Method of Measurement: This work will be measured for payment by the number of cubic yards of channel bottom material excavated, stockpiled, maintained, and accepted, including disposal of unacceptable and surplus materials.

The Engineer will delineate the horizontal pay limit prior to the start of excavation. The vertical pay limit will be measured from the top of the existing channel bottom to the bottom of excavation required specifically for the stockpiling of channel bottom material.

Any material excavated beyond the approved horizontal pay limits or deeper than the depth of channel bottom material identified and approved by the Engineer will not be measured for payment under this item. Should such additional excavation be required to complete the Contract work, it will be measured for payment separately under the applicable pay items.

Basis of Payment: Payment for this work will be made at the Contract unit price per cubic yard for "Excavation and Reuse of Existing Channel Bottom Material." The price shall include all materials, equipment, tools and labor incidental to the preparation of the stockpile area, excavation of channel bottom, hauling of the material to the stockpile, and separation of any rock ledge or concrete debris, storing, protecting (including but not limited to sedimentation controls and covering of excavated material), final placement of the excavated material at the designated location and removal and proper disposal of all unused and unacceptable material.

Payment for clearing and grubbing of the approved stockpile area will be included in the item "Clearing and Grubbing."

Payment for supplemental streambed channel material will be included in the item "Supplemental Streambed Channel Material."

Payment for all containment, diversion or other separation of stream flow from the excavation of channel bottom material will be included in the item "Cofferdam and Dewatering" or special provision for "Handling Water."

Excavation of material not identified by the Engineer for stockpiling and reuse in accordance with this specification will be paid in accordance with Section 2.02.

<u>Pay Item</u>	<u>Pay Unit</u>
Excavation and Reuse of Existing Channel Bottom Material	c.y.

ITEM #0202219A – SUPPLEMENTAL STREAMBED CHANNEL MATERIAL

Description: This work shall consist of procuring, transporting and placing supplemental streambed channel material meeting the visual inspection requirements herein, along stream bank/channel improvement locations as shown on the plans or denoted on the Project's permit applications. This work shall also include any necessary temporary protection and stockpiling of the supplemental streambed channel material on the Site and removal and proper disposal of all unused material.

Materials: When a sufficient quantity of material is not available from the existing streambed channel within the permitted footprint of the Site, the Contractor shall furnish visually inspected and accepted supplemental streambed channel material from an off-Site source.

The supplemental streambed channel material for this item shall be consistent with the existing naturally-formed cobbles and rocks, gravel, and clean natural sediments found within the existing channel. Rock excavated from ledge (bedrock) formations, broken from larger boulders, broken concrete or angular material will not be accepted. Rock larger than 12 inches in diameter will not be accepted. Silts and clays will not be accepted.

The visual inspection of the supplemental streambed channel material shall be performed by the Engineer at the off-Site source prior to delivery of material to the Site. The Contractor shall notify the Engineer at least 10 days in advance of the need for inspection of proposed off-Site material.

Construction Methods: At the start of construction, the Contractor shall prepare an area, approved by the Engineer, suitable in size and location for stockpiling the supplemental streambed channel bottom material. The Contractor shall select an upland location where disruption to the stream channel or impact to wetland areas caused by moving the supplemental streambed channel bottom material to and from the stockpile are minimized during the placement of material. The stockpile shall be located where it can remain undisturbed for the duration of the stream channel construction and shall be protected using sedimentation control measures.

The stockpile area shall be cleared and cleaned adequately to prevent mixing with underlying soil or other materials, including the use of structural fabric if required. The stockpile area shall be adequately covered to protect the supplemental streambed channel material from erosion by rain or other forces. After the supplemental streambed channel material and the excavated channel bottom material to be reused have been placed in the stockpile areas, no other excavated or off-Site material shall be placed in the stockpiles.

The reused and supplemental streambed channel material shall be placed at the designated location(s) to the required thickness as shown on the plans or denoted on the permit application, or as directed by the Engineer. Equipment and placement techniques shall prevent integration with the surrounding material and shall keep the channel bottom material relatively homogenous.

Reused and supplemental streambed channel material shall be placed in a manner that replicates the original condition of the channel prior to excavation.

The Contractor shall perform all containment, diversion, or other separation of the channel flow when placing the reused and supplemental streambed channel material to minimize sediment transport downstream.

The disposal of any surplus or unsuitable material shall be in accordance with Section 2.02. Restore the stockpile area as directed by the Engineer.

Method of Measurement: The quantity of supplemental streambed channel material measured for payment shall be the number of cubic yards whose length and width is measured in place as accepted and the thickness as shown on the plans.

Basis of Payment: This work will be paid for at the Contract unit price per cubic yard for supplemental streambed channel material, complete in place, including all materials, equipment, tools and labor incidental thereto.

Payment for clearing and grubbing of the approved stockpile area will be included in the item "Clearing and Grubbing."

Payment for excavation and reuse of existing channel bottom material will be included in the item "Excavation and Reuse of Existing Channel Bottom Material."

Payment for all containment, diversion or other separation of stream flow from the excavation of channel bottom material will be included in the item "Cofferdam and Dewatering" or special provision for "Handling Water."

Pay Item	Pay Unit
Supplemental Streambed Channel Material	C.Y.

ITEM #0204151A - HANDLING WATER

Description: Work under this item shall consist of designing, furnishing, installing, maintaining, removing and disposing of a temporary water handling system. This may include water-handling-cofferdams (temporary barriers), bypass pipes, bypass pumps/hoses, temporary energy dissipation, dewatering basins, sumps, drainage channels, and equipment and work necessary for dewatering.

A temporary water handling system redirects surface water beyond, through, or around the limits of construction to allow work to be done in the dry.

Materials: The materials required for this work shall be as shown on the plans, on the accepted working drawings, or as ordered by the Engineer.

Construction Methods: The Contractor shall prepare and submit written procedures for handling water. Working drawings, in accordance with Article 1.05.02, shall also be prepared and submitted.

The Contractor shall consider stream conditions and water elevations associated with the Site to determine the type of temporary water handling system required to redirect water away from work being performed. The system shall be designed to be compatible with the stage construction and Maintenance and Protection of Traffic, as indicated in the Contract, and shall conform to Section 1.10.

The Contractor shall be responsible for maintenance of the water handling system. If the system becomes damaged or displaced during construction, the system shall be corrected as required.

Unless otherwise provided or directed, all temporary water handling system components shall be removed and disposed of in an acceptable manner when no longer required.

Method of Measurement: The work under this item, being paid on a lump sum basis, will not be measured for payment.

Basis of Payment: This work will be paid for at the Contract lump sum price for “Handling Water” complete and accepted, which price shall include designing (including submittals and working drawings), furnishing, installing, maintaining, removing, and disposing of all temporary water handling system components as are necessary for completion of the work. This price shall include all materials, equipment, tools, labor and work incidental thereto.

A schedule of values for payment shall be submitted to the Engineer for review and comment.

Pay Item
Handling Water

Pay Unit
l.s.

ITEM #0210303A - TURBIDITY CONTROL CURTAINS

Description:

Work under this item shall consist of the furnishing, deployment, maintenance and removal of a silt dam/debris containment floating barrier between the open stream/water body and work areas and cofferdams, as well as downstream of the project as needed, for protection of the environment.

Materials:

Turbidity control curtain shall be one of the following:

Seabroom Turbidity Curtain

Manufactured by: Sunshine Technology Corporation
P.O. Box 17041
West Hartford, CT 06117

Silt dam/Floating Silt Containment Barrier/Turbidity Boom

Manufactured by: Brockton Equipment Company
15 Perkins Avenue
P.O. Box 3219
Brockton, MA 02403

PSI Silt/Turbidity Barrier

Manufactured by: Parker System, Inc.
P.O. Box 1652
Norfolk, VA 23501

Anchors, leaders, tension lines and any additional material/equipment necessary for the successful use of the turbidity curtain shall be designed and installed as per the manufacturer's recommendations to withstand the flow conditions at the bridge.

Construction Methods:

The depth, length, location, configuration and method of deployment of the turbidity control curtain shall conform to the manufacturer's specifications and that required for actual field conditions. The Contractor shall submit a plan showing this information to the Engineer for approval. Construction shall not begin until such approval is obtained in writing.

The silt dam/turbidity control curtain shall be ready for installation prior to the start of construction and shall be in place at all times when the Contractor is required to work in or perform work that

causes any type of disturbance in the river, or is discharging to the river. The turbidity control curtain shall be kept in place continuously during the duration of construction and until all substructure and or work; requiring discharge to the river is complete, including removal of all cofferdams and forms. The turbidity control curtain shall be changed and disposed of in accordance with the manufacturer's recommendations or at the request of the Engineer.

The Contractor shall note that high water flows may result in damage or loss of the turbidity control curtains, in which case the curtains shall be repaired, reset or replaced, as directed by the Engineer.

Method of Measurement:

This item shall be at the Contract lump sum for turbidity control curtain installed, which is properly functioning and approved for payment.

Basis of Payment:

This work will be paid for at the Contract lump sum price for the item “Turbidity Control Curtains,” which price shall include the cost of furnishing, deploying, maintaining, repairing, relocating, resetting, replacing and removing the debris containment barrier, in addition to changing and properly disposing of the silt or debris material, as well as the cost of all cables and ties, labor, materials, equipment and tools incidentals thereto, necessary to complete this work

Pay Item
Turbidity Control Curtain

Pay Unit
LS

ITEM #0212000A – SUBBASE

Work under this item shall conform to the requirements of Section 2.12 of the Standard Specifications amended as follows:

2.12.02 – Materials: *Replace the paragraph with the following:*

All materials for this work shall meet the requirements of M.02.02 and M.02.06 with the following conditions/exceptions:

Grading “A” shall be used.

Reclaimed Miscellaneous Aggregate will not be accepted.

ITEM #0213100A – GRANULAR FILL

Work under this item shall conform to the requirements of Section 2.13 of the Standard Specifications amended as follows:

2.13.02 – Materials: *Replace the first sentence with the following:*

Granular fill shall meet the requirements of M.02.01 with the following conditions/exceptions:

Reclaimed Miscellaneous Aggregate will not be accepted.

ITEM #0214100A – COMPACTED GRANULAR FILL

Work under this item shall conform to the requirements of Section 2.14 of the Standard Specifications amended as follows:

2.14.02 – Materials: *Replace the first sentence with the following:*

Granular fill shall meet the requirements of M.02.01 with the following conditions/exceptions:

Reclaimed Miscellaneous Aggregate will not be accepted.

ITEM #0304002A – PROCESSED AGGREGATE BASE

Work under this item shall conform to the requirements of Section 3.04 of the Standard Specifications amended as follows:

3.04.02 – Materials: *Replace the paragraph with the following:*

All materials for this work shall meet the requirements of M.05.01 with the following conditions/exceptions:

Course aggregate shall be broken stone.

Gravel or Reclaimed Miscellaneous Aggregate will not be accepted.

ITEM #0305001A – PROCESSED AGGREGATE

Work under this item shall conform to the requirements of Section 3.05 of the Standard Specifications amended as follows:

3.05.04 – Method of Measurement: *Replace the paragraph with the following:*

Processed aggregate will be measured in place after compaction within the payment lines shown or specified by the Engineer.

3.05.05 – Basis of Payment: *Replace the paragraph with the following:*

This work will be paid for at the Contract unit price per cubic yard for "Process Aggregate," complete in place, which price shall include all materials, tools, equipment and labor incidental thereto.

ITEM #0406171A – HMA S0.50
ITEM #0406172A – HMA S0.375

Work under this item shall conform to the requirements of Section 4.06 of the Standard Specifications amended as follows:

4.06.04 – Method of Measurement: *Replace Section 5. Material for Tack Coat with the following:*

Material for Tack Coat will not be measured for payment.

4.06.05 – Basis of Payment: *Delete Section 5 in its entirety and replace with the following:*

There shall be no direct payment for furnishing and installing “Material for Tack Coat”, but the cost thereof including all materials, equipment, tools and labor incidental thereto shall be considered included in the cost for the “HMA S0.50” & “HMA S0.375” items.

ITEM #0503866A – REMOVAL OF EXISTING CULVERT

Work under this item shall conform to the requirements of Section 5.03 of the Standard Specifications amended as follows:

5.03.01 - Description: *Delete Paragraph and add the following:*

This work shall include the full removal and disposal of existing metal plate arch culvert as indicated on the plans.

5.03.03 – Construction Methods:

1. Submittals. *Delete Paragraph and add the following:*

The Contractor shall prepare and submit written procedures and working drawings for removal, in accordance with 1.05.02. The submittal shall address the following:

- proposed equipment and removal method(s)
- operating and storage location(s) of equipment and materials
- containment and disposal of debris

5.03.05 - Basis of Payment: *Replace the first paragraph with the following:*

This work shall be paid for at the contract lump sum price for "Removal of Existing Culvert", which price shall include disposal of material and all materials, equipment, tools, and labor incidental to the removal and disposal of the culvert.

<u>Pay Item</u>	<u>Pay Unit</u>
Removal of Existing Culvert	LS

ITEM #0601062A – FOOTING CONCRETE

ITEM #0601064A – ABUTMENT AND WALL CONCRETE

Work under this item shall conform to the requirements of Section 6.01 of the Standard Specifications amended as follows:

6.01.03 – Construction Methods: *Replace the first paragraph and subparagraph (a) of Subsection 4. Acceptance Testing and Test Specimens with the following:*

4. Acceptance Testing and Test Specimens: The Contractor shall furnish the facilities and concrete required for sampling, transport to the testing location in the field, performing field testing and for casting sample cylinders for compressive-strength determinations. The number of specimens required will be determined by the Engineer.

(a) Temperature, Air Content and Slump: Field testing in accordance with AASHTO T 23, “Making and Curing Concrete Test Specimens in the Field” by an ACI Concrete Field-Testing Technician Grade I or higher and will be performed at the point of placement and at a frequency determined by the Engineer. Representatives of the Engineer will witness the testing.

(b) Acceptance Testing and Compressive Strength Specimens: Concrete samples are to be taken at the point of placement into the forms or molds.

Standard Mix Class	Air Content	Slump	Concrete Temperature
PCC0334Z (3300 psi)	6.0 +/- 1.5%	See Note 3	60°-90°F
PCC0336Z (3300 psi)	6.0 +/- 1.5%	See Note 3	60°-90°F
PCC0446Z (4400 psi)	6.0 +/- 1.5%	See Note 3	60°-90°F
Modified Standards ¹	6.0 +/- 1.5% ²	See Note 3	60°-90°F
Special Provision Mix ³	As specified	As Specified	60°-90°F

1. Modifications to Standard Mixes, including mixed placed by pumping, shall be reviewed by the Engineer prior to use. These include but are not limited to the use of chemical admixtures such as high range water reducing (HRWR) admixtures and the use of coarse aggregate sizes for that class not specified in M.03

2. If the only modification is the addition of HRWR, the maximum allowable slump shall be 7 inches.

3. Slump must be consistent with the workability required for proper placement of the concrete taking into account the minimum concrete cover and design clearances between surfaces or obstructions within the forms.

4. All concrete mixes with a mix design strength not shown in the table must be approved by the Engineer on a case-by-case basis. Limits on the plastic properties and strength requirements of these mixes are listed in the Specifications.

The Contractor shall provide and maintain facilities on the Project Site, acceptable to the Engineer, for sampling, transporting the initial sample, casting, safe storage and initial curing of the concrete test specimens as required by AASHTO T 23. This shall include but not be limited to a sampling receptacle, a means of transport of the initial concrete sample from the location of the concrete placement to the testing location, a level and protected area of adequate size to perform testing, and a specimen storage container capable of maintaining the temperature and moisture requirements for initial curing of Acceptance specimens. The distance from the location of concrete placement to the location of testing and initial curing shall be 100 feet or less, unless otherwise approved by the Engineer.

The specimen storage container described in this section is in addition to the concrete cylinder curing box provided for elsewhere in the Contract.

6.01.05 – Basis of Payment: *Replace the last paragraph of Subsection 1. Concrete with the following:*

This material will be paid for at the Contract unit price per cubic yard less any adjustments, for the specified class or classes, complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto, including testing, heating, all admixtures, joint sealer, roofing felt and any miscellaneous materials such as metal flashing and metal used in expansion joints and bearings.

ITEM #0601088A - CONCRETE FORM LINERS

Description: Work under this item shall include construction of textured, colored formed concrete surfaces using simulated stone form liners, and a color stain system designed to closely duplicate the appearance of natural stone and the existing stone masonry dam. This item shall include, but not be limited to the following:

- 1) Furnishing, installing, and removing a concrete form liner that will be used to produce a simulated stone facing on exposed surfaces of wingwalls, retaining walls and approach walls, and to the limits shown on the contract documents or requested by the engineer.
- 2) Grouting, patching and hand or tool finishing work after the forms are removed as necessary to remove lines and irregularities on the finished facing that are not in keeping with the intended “look” of the simulated stone facing.
- 3) Color staining of the concrete surfaces as may be required by the style of simulated stone facing used, including test panels to establish colors and patterns of staining before initiating this portion of the work.
- 4) Preparation, submittal and approval of pattern layout drawings, maximizing re-use and minimizing cutting of form liners, for each wingwall and headwall, or other surface where form liners are to be used.

Materials: Acceptable concrete form liner manufacturers and form liner patterns are:

- Custom Rock Formliners, as manufactured by Custom Rock International, Inc., St. Paul, MN 55116, (800) 637-2447. Pattern: No. 2209 – New England Drystack
- Fitzgerald Formliners, as manufactured by Fitzgerald Formliners, 1500 East Chestnut Street, Santa Ana CA 92701, (800) 547-7760. Pattern: No. 17033 – Sierra Drystack
- Spec Formliners as manufactured by Spec Formliners, Inc., 1038 E 4th Street, Santa Ana, CA 92701, (888) 429-9550. Pattern: No. 1587 – California Dry Stack
- An equal form liner approved by the Engineer, which conforms to the parameters and is of similar appearance to the patterns of the above.

Form Liners - The form liners shall be reusable, made of high strength urethane and not compress more than ¼” when concrete is placed at a rate of 10 vertical feet per hour. Form liners shall be removable without causing deterioration of surface or underlying concrete.

Release Agent - The release agent shall be compatible with the form liners, simulated stone masonry and with the color stain system, as recommended by the manufacturer.

Form Ties - The form ties shall be designed to separate at least one inch back from the finished surface, leaving only a neat hole that can be plugged with patching material.

Color Stain - Special penetrating stain mix as provided by the manufacturer, shall achieve color variations present in the natural stone being simulated by the pattern selected for the project. The Engineer shall select a color pattern from photos of completed projects. The stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, alkali, fungi, sunlight or weathering. The stain shall be a water borne, low V.O.C. material less than 11.25 lb/cf and shall meet requirements for; weathering resistance - 2000 hours accelerated exposure in accordance with the 3-bulb test of ASTM G23, scrub test - 100 revolutions, abrasion resistance (Tabor CF-10) - 500 cycles, adhesion – 0.04” cross cuts on glass pass 3 or higher on a scale of 1 to 5 in accordance with ASTM D3359, chemical resistance - ASTM D1308.

Construction Methods: General: The manufacturer of the simulated stone form liners and custom coloring systems shall demonstrate at least three (3) years of experience making custom simulated stone form liners and color stains to create formed concrete surfaces to match natural stone shapes, surface textures and colors. Evidence and color pictures of projects actually constructed over the last five years shall be submitted prior to approval.

The contractor or subcontractor who is to install the form liners and perform the work shall demonstrate at least three (3) years of experience placing vertically formed architectural concrete, including training in the manufacturer’s special techniques as may be required in achieving realistic surfaces.

An authorized representative from both the form liner manufacturer and the color stain manufacturer (if color stain is used) shall be present at the site for installation of the facing test panel and during placing of all structural concrete utilizing form liners.

Prior to initiating any work, a meeting shall be scheduled by the contractor to assure full understanding of the work by all parties involved and to coordinate the work. Included for attendance shall be the manufacturer’s authorized representatives, the contractor, the subcontractor (installer), the Engineer and the Town.

The Contractor shall submit the following for approval by the Engineer prior to beginning the form operations:

Photographs - Color photographs of at least three (3) similar projects recently performed by the contractor (or his subcontractor) and at least three (3) similar projects recently produced by the manufacturer.

Form Tie Sample - A sample, description, and demonstration of the form tie the Contractor proposes to use.

Pattern Layout Drawings (3 copies) - Layout drawings shall be the plan, elevation, and details showing the overall pattern, joint locations, form tie locations, weephole locations, drainage and other protrusions, and any other special considerations. These drawings shall maximize re-use of form liners and minimize cutting of form liners and shall be approved prior to installation of the form liners.

Concrete Facing Test Panel - At least 30 days prior to placing structural concrete requiring form liners, a concrete test panel shall be built on-site, using the same materials and methods of work force that will be used for the project. Location of the test panel shall be approved by the Engineer and the concrete test panel shall conform to the following:

1. The size of the test panel shall be 5 square yards, or larger if needed to adequately illustrate the pattern selected.
2. The test pattern shall contain an area demonstrating simulated stone masonry butt joint, the continuation of the pattern through an expansion joint and an outside corner.
3. The test panel shall include staining as may be required for the selected pattern.
4. The test panel shall be removed when it is no longer needed, to the satisfaction of the Engineer.

The test panel requirement may be waived, if in the opinion of the engineer, all parties involved adequately understand the requirements and the intended look of the final finished surfaces.

All work associated with the process of form lining, texturing and color staining of the hardened concrete shall be performed in strict accordance with the manufacturer's recommendations and as approved by the Engineer. The contractor shall:

- Provide, cut and install the form liners in accordance with the approved pattern drawings for each structural component
- Provide and apply manufacturer's release agent
- Hand carve top exposed texture surfaces (as applicable)
- Remove form liner after concrete is sufficiently set to avoid damage
- Patch, grind or brush hammer form liner seams as required
- Power wash hardened concrete just prior to staining
- Power wash and patch form liners as may be required before re-use

Form Liners: Design and pattern of the form lined concrete surfaces shall follow the manufacturer's standard drawing and the approved pattern layout drawings. The completed color and formed concrete surfaces shall match the pattern, color and texture of the approved test panel and shall accurately simulate the appearance of real stone, demonstrating the colors that may be apparent due to aging, rusting, and staining from oxidation, soil and/or vegetation.

All form liners shall be placed with less than 1/4" separation between form liners. Form liners shall be securely attached to the forms with wood or sheet metal screws, securely bolted through the forms with bolts secured into threaded inserts in the back of the form liners, or securely bolted through the form liner and forming system with flat head bolts inserted in a pattern joint, all according to manufacturer's recommendations for the pattern and form liner used. Construction adhesives may be used but not on re-usable form liners.

Release of Form Liners: Only manufacturer recommended form release agents shall be utilized and shall be applied to the form liners before the concrete is placed. Release agents shall be applied in strict accordance with release agent manufacturer recommendations. Hand-charged sprayers will only be allowed if a thin uniform coating of release agent is obtained on the form liner.

Form liners shall be removed from the wall within 24 hours of placing the concrete. The form liners may be detached from the forms and then removed from the concrete, or they may remain attached to the forms and the entire forming system removed from the concrete. Remove the form liners from the top, down. Curing of concrete may be accomplished with form liners and forms placed back against the wall after the initial detachment. **Curing compounds shall not be used**, as they are incompatible with the color staining material.

Care & Cleaning of Form Liners: Form liners shall be cleaned the same day they are removed from the wall with a power wash and mild detergent. Synthetic brushes with stiff bristles may be used on stubborn areas. Mild acid washes may also be used. **Solvents shall not be used**. If necessary, patching of holes shall be performed with 100% clear silicone caulk. Form liners shall be stored inside or under a protective, non-transparent cover, in a vertical position.

Wall Patching and Preparation: After form liners are removed from the hardened concrete, the textured uncolored surface shall be prepared for color staining. All holes larger than 3/8" in greatest principal dimension shall be filled with concrete patching material from the approved product list, as approved by the Engineer. All honeycombed areas shall be filled and textured to match surrounding areas. Seam lines and other unnatural protrusions shall be ground down to match adjacent areas with a hand-held power grinder using discs made for concrete. Grinding of seams shall be performed immediately after removal of the form liners. Perform final bush hammering to blend defects and ground areas into the final rock texture. In particular, the process of wall patching and preparation shall be subject to approval of the manufacturer and Engineer.

Color Staining: All color staining shall be performed by the manufacturer, or his authorized representative, and the hardened concrete shall be a minimum of 30 days old before color staining is applied. The Contractor shall power wash the wall to free it from latent, dirt, oil and other objectionable materials. After the wall has dried, the color staining process is applied using colors approved by the Engineer. Color staining shall be applied in such a way that the stones shall have individual colorations from one to the other. Water-based stains shall be used in air temperatures ranging from 50 degrees F to 100 degrees F. Solvent-based stains shall be used in air temperatures of 50 degrees F and below, but in no case when the temperature of the hardened concrete is 40 degrees F and falling.

All staining work shall be scheduled after backfilling is completed to avoid contaminating or damaging of the surfaces. After staining is complete and approved, topsoil and rip rap shall be placed in a way that does not damage the finished surfaces.

Method of Measurement:

The portion of the work covered under this special provision and associated with construction of textured and colored formed concrete surfaces using simulated stone form liners and a color stain system, shall be measured for payment by the actual number of square feet of concrete patterned on cast-in-place concrete surfaces, within the pay limits shown on the drawings or as approved by the Engineer.

Basis of Payment:

This work shall be paid for at the contract unit price per square feet for "Concrete Form Liners", complete in place, which price shall include all work and materials incidental thereto, including form liners, release agents, form ties, color stains or additives, pattern drawings, test panels, scaffolding, patching, preparation, cleaning, staining and all other work, materials, tools, and labor incidental thereto.

Pay Item

Concrete Form Liners

Pay Unit

S.F.

ITEM #0651495A – 128” x 83” POLYMER COATED CORRUGATED STEEL PIPE-ARCH

6.51.01 — Description:

This item shall consist of furnishing and installing new pipe-arch of the type, size and length called for on the plans or as ordered, at the locations and to the lines and grades designated on the plans, or as directed by the Engineer. This work shall also include installation and furnishing Compacted Granular Fill for the foundation under the pipe arch, Bedding Material, and Granular Fill backfill at the locations and to the lines and grades designated on the plans or as directed by the Engineer.

Substructures and incidental construction shall comply with the requirements of the specifications for the various items which constitute the completed structure.

6.51.02 – Materials:

The corrugated steel pipe-arch (CSP) shall meet the design parameters of the American Association of State Highway and Transportation Officials (AASHTO) Standard Specification for Highway Bridges, AASHTO LRFD Bridge Design, and/or the American Iron and Steel Institute (AISI).

The polymer coated steel coils shall conform to the applicable requirements of AASHTO M 246 or ASTM A742.

The CSP shall be manufactured in accordance with the applicable requirements of AASHTO M 245 or ASTM A762. The pipe sizes shall be as shown on the project plans.

Coupling bands for the CSP shall be made of the same base metal and coatings as the CSP to a minimum of 18 gauge.

Ends of the CSP shall be rerolled with annular corrugations for proper indexing.

Corrugations shall be 5” x 1”.

Minimum pipe thickness shall be 0.138” (10 Gauge).

Compacted Granular Fill and Granular Fill shall meet the requirements of M.02.01.

Bedding material shall meet the requirements of Article M.08.03.

6.51.03 – Construction Methods:

SUBMITTALS

Working Drawings, Design Computations: Working Drawings and Design Computations shall be signed, sealed and dated by a qualified Professional Engineer licensed to practice in the State of Connecticut. The Contractor shall submit an individually packaged set of working drawings and design computations for each corrugated steel pipe-arch to the Engineer for review in accordance with 1.05.02-2a. Each package shall include working drawings and computations, with all details and documents necessary for fabrication and erection, and shall address all unique loading conditions. The package shall include the following:

- Title sheet

- Table of contents
- Contact information for designer and fabricator – contact information shall include name and address of each firm and the name of contact person with phone number and email address
- Working drawings, design computations and supporting data

Handling & Assembly: Refer to the recommendations of the National Corrugated Steel Pipe Association's (NCSPA).

Unless otherwise directed by the Engineer, all new or re-laid pipe culverts, excluding culverts composed of structural plates, shall be installed in pipe bedding in accordance with the details as shown on the plans and in accordance with these specifications.

Metal pipe and pipe-arches shall be carefully jointed and firmly clamped together by approved connecting bands, which shall be properly bolted in place before any backfill is placed.

Corrugated structural plate pipe, plate-arches and plate pipe-arches shall be constructed in accordance with the plans, or as ordered, shall be true to lines and grades given, If so ordered by the Engineer, any pipe which is not in true alignment, or which shows any settlement or distortion after laying, shall be taken up and re-laid or corrected, to the satisfaction of the Engineer without additional compensation.

The installation shall be in accordance with AASHTO Standard Specifications for Highway Bridges, LRFD Section 26, Division II, NCSPA, or ASTM A798 and in conformance with the project plans and specifications. If there are any inconsistencies or conflicts, the contractor must bring them to the attention of the Engineer.

Construction Loads: The Contractor is advised that construction loads may be greater than design loads. The Contractor shall follow the recommendations for additional compacted material per manufacturer's or NCSPA guidelines.

Article 6.51.04 –Method of Measurement:

Pipe-Arch Culverts will be measured for payment by the actual number of linear feet of pipe or pipe-arch of the various sizes and types, completed and accepted and measured in place along the invert. Coupling bands and fittings for culvert pipe and pipe-arches will not be measured for payment.

Structure Excavation – Earth (Excluding Cofferdam and Dewatering), and Structure Excavation – Rock (Excluding Cofferdam and Dewatering), will be measured in accordance with 2.03.04.

Compacted Granular Fill, Granular Fill and Bedding Material will not be measured for payment.

Article 6.51.05 –Basis of Payment:

Pipe Arches will be paid for at the Contract unit price per linear foot for "(Size) Polymer Coated Corrugated Steel Pipe Arch complete in place, excluding materials, equipment, tools, and labor incidental thereto.

Compacted Granular Fill, Granular Fill and Bedding Material necessary for the installation of pipe arch items described herein will be included in the Contract price for the respective item.

Structure Excavation for the installation of the pipe arch shall be included in the Contract unit price for Structure Excavation – Earth (Excluding Cofferdam and Dewatering), or Structure Excavation– Rock (Excluding Cofferdam and Dewatering), in accordance with the provisions of 2.03.05.

Pay Item	Pay Unit
128” x 83” Polymer Coated Corrugated Steel Pipe-Arch	LF

ITEM #0950019A – TURF ESTABLISHMENT - LAWN

Description: The work included in this item shall consist of providing an accepted stand of grass by furnishing and placing seed as shown on the plans or as directed by the Engineer.

Materials: The materials for this work shall conform to the requirements of Section 9.50 of Standard Specification Form 818. The following mix shall be used for this item:

Turf Seed Mix:

In order to preserve and enhance the diversity, the source for seed mixtures shall be locally obtained within the Northeast USA including New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland. One approved seed mixture is detailed below. Other proposed mixtures must be approved by the ConnDOT Landscape Design office.

<u>Proportion (Percent)</u>	<u>Species Common name</u>	<u>Scientific Name</u>
20	Kentucky Bluegrass Improved Varieties	Poa pratensis
45	Red Fescue Improved Varieties	Festuca rubra
35	Perennial Ryegrass Improved Varieties	Lolium perenne

Construction Methods: Construction Methods shall be those established as agronomically acceptable and feasible and that are approved by the Engineer. Rate of application shall be field determined in Pure Live Seed (PLS) based on the minimum purity and minimum germination of the seed obtained. Calculate the PLS for each seed species in the mix. Adjust the seeding rate for the above composite mix, based on 250 lbs. per acre. The seed shall be mulched in accordance with Article 9.50.03.

Method of Measurement: This work will be measured for payment by the number of square yards of surface area of accepted established grasses as specified or by the number of square yards of surface area of seeding actually covered and as specified.

Basis of Payment: This work will be paid for at the contract unit price per square yard for “Turf Establishment - Lawn” which price shall include all materials maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

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

ITEM #0952051A - CONTROL AND REMOVAL OF INVASIVE VEGETATION

Description: This work shall include the development and implementation of an Invasive Vegetation Removal Plan (IVRP) to outline the materials, labor, and equipment the Contractor plans to use for the complete eradication and treatment of the invasive vegetation. The work shall also include the identification, excavation, removal, and off-Site disposal of unwanted vegetation as indicated on the plan sheets, permits or as directed by the Engineer.

All invasive vegetation listed on the following websites will be subject to eradication:

- Connecticut Invasive Plant Working Group (CIPWG) Invasive Plants Council (http://cipwg.uconn.edu/invasive_plant_list/)
- US Army Corps of Engineers (ACOE) New England District Compensatory Mitigation Guidance Appendix K (http://www.nae.usace.army.mil/portals/74/docs/regulatory/Mitigation/2016_New_England_Compensatory_Mitigation_Guidance.pdf)

All vegetation designated for removal shall be eradicated in its entirety in accordance with the IVRP submitted by the Contractor and approved by the Engineer. Certain situations may require the full and complete mechanical excavation of invasive vegetation including its entire root system. The use of herbicides will not be permitted between the dates of October 1 and May 31.

Materials: All herbicides shall be registered for the species being treated and shall be formulated as applicable for target-species foliar treatment, cut surface, or injection applications. Where work in or immediately adjacent to wetlands is necessary, the product label(s) for any chemical/adjuvant formulation applied must indicate that the formulation is approved for aquatic environments.

Construction Methods:

1. IVRP: Prior to any ground disturbance within the Project limits, the Contractor shall submit an IVRP to the Engineer for review and approval. Within 30 days of receipt of the submittal, the Engineer will notify the Contractor whether the IVRP is approved, rejected or requires modifications by the Contractor. If any part of the plan is not approved, the Contractor shall promptly make any necessary changes and re-submit the entire plan for approval. The entire plan must be approved in writing prior to beginning any work on Site. In all cases, mechanical means shall be considered before the use of herbicides. If mechanical means is neither feasible nor recommended, an explanation must be provided in the IVRP. All removal methods shall prevent the spread of seeds – no mowing or “Brush Hog” equipment will be allowed. The approved methods must be capable of total removal and eradication of all identified invasive species in the designated areas throughout the Contract and the 1-Year Plant Establishment Period.

The IVRP shall include a schedule and outline with the following information:

- 1) The Contractor’s methods of determining invasive vegetation surveyed limits, including:
 - a. Stake out the limits prior to the initial treatment
 - b. Maintain a record of the staked limits throughout the life of the Contract
- 2) Identification of the type(s) of invasive species present within the field surveyed limits

- 3) A marked up plan sheet outlining the invasive species limits and identifying the types of invasive species present within those limits and total square yards of proposed removal
- 4) For each species present on-Site, the following shall be described:
 - a. Methods to eradicate specific invasive plant species for the life of the Contract (e.g. mechanical, herbicide, etc.) shall include any initial, intermediate and 1-Year Plant Establishment Period Treatment eradication methods for each plant species
 - b. Types and concentrations of any herbicides to be used, including any adjuvants, SDS sheets, types of tools or machinery to be used
 - c. Schedules showing dates and eradication methods for the initial, intermediate, and 1-Year Plant Establishment Period Treatments. This schedule must take into consideration stage construction, the time period required between herbicide application, and the physical removal of the target species wherever such methodology is employed
- 5) All invasive species are considered controlled materials and are to be taken off-Site to an approved disposal facility. For disposal methods:
 - a. Provide address of location, current permits / letters from the town authorizing such activity and a Site map (complete with regulated areas)
 - b. Wood chips from invasive species are not allowed to be stockpiled or reused on-Site
 - c. Wood chipping on-Site will be allowed if temporarily stored in a properly contained enclosure and removed at the end of the treatment cycle
 - d. Invasive plants shall not be buried on-Site
- 6) Proof of CT DEEP licensure for herbicide application
- 7) A description of safety equipment required
- 8) Procedures for handling chemical spills

Where certain species of invasive vegetation are present and identified on the plan sheets, permits, or as identified in the field by the Engineer, the removal via bulk mechanical excavation of such vegetation and the underlying soils may be required as directed. The approved method must be capable of the removal of all soil to a depth where invasive plant material and root system is no longer evident, or as directed by the Engineer.

Whether the Contractor's method of removal is by mechanical excavation or cutting and spraying of herbicides, invasive species must be removed separately from clearing and grubbing operations and disposed at an approved location as described in the Contractor's IVRP.

No equipment or vehicles other than that required to complete the work will be permitted in the areas designated for invasive vegetation removal. Any equipment used to process invasive vegetation, such as chippers and transport vehicles, must be cleaned prior to further use.

Any invasive species control and removal work performed throughout the duration of the Contract that causes damage or soil disturbance shall be repaired at the Contractor's expense within 7 days. It is the Contractor's responsibility to identify additional areas of concern for invasive vegetation within the limits of the Project, notify the Engineer, and to amend the IVRP.

The Contractor shall be responsible to identify invasive vegetation at all times of the year and to prepare a plan for its eradication without assistance.

All treatments, with the exception of an initial mechanical excavation of invasive species, will not be allowed outside of the optimal growing season between the dates of October 1 and May 31.

Herbicide applications will not be permitted during any rain event or during windy conditions. Broadcast or uncontrolled spray application will not be permitted and care must be taken to avoid contacting non-target native species. If any non-target native species to remain within the Project limits are inadvertently treated with herbicide and perish, the Contractor will be responsible to replace in-kind species at no cost to the State.

Remove all twining vines in treetops to the greatest extent possible without damaging the branches of the supporting desired vegetation. Cut and remove vines overtopping tree canopies to the extent practical. Climbing spikes will not be permitted for aerial work.

The Contractor shall also:

- 1) Maintain the labels for herbicides being used in his/her possession
- 2) Conduct all herbicide formulations and applications, including the addition of appropriate surfactants and other adjuvants, in strict conformance with the manufacturer's recommendation and per requirements of regulatory agencies
- 3) Maintain a written record of herbicide application, including the formulation, concentration, area treated, and date for each application. The records are to be provided by the commercial applicator and submitted to the Engineer following each treatment

Flush cut brush and trees shall not be more than 2 inches above the ground line. Prune out any branches on non-treatment plants that are damaged during removal of vegetation. All corrective pruning shall conform to the National Arborists Association Pruning Standards.

Wherever removal operations result in exposed soils, disturbed areas shall be vegetatively stabilized with the appropriate seed mix and protected with hay, cellulous fiber mulch, or erosion control matting.

Once the IVRP is approved, a field review shall be scheduled for the Contractor and Engineer to review the limits of invasive species removal (surveyed and flagged by the Contractor prior to the meeting), the specific species required to be removed, and the Contractor's submitted invasive species removal plan. At this time, the Engineer may identify additional invasive species or designate additional areas for removal that are not included with the Contractor's submitted IVRP.

If changes are required to the approved IVRP during the life of the Contract, these changes shall be documented by the Contractor and resubmitted to the Engineer for review and approval a minimum of 10 days prior to beginning of the additional work associated with the change. The Contractor shall provide a 10 day work notice to the Engineer prior to proceeding with each treatment.

2. Treatments: The treatment schedule below may be modified based on field conditions at the discretion of the Engineer. The Contractor shall provide a 10 day work notice to the Engineer prior to proceeding with each treatment. In all cases, each treatment must be reviewed once the work is performed, and accepted before payment is made for that treatment stage.

Initial Treatment: Shall commence at the beginning of the Contract time, prior to clearing and grubbing activities. Any invasive species found within a proposed cut slope shall be fully eradicated to the satisfaction of the Engineer prior to any earth work operations. After the completion of the initial treatment, the work must be reviewed and accepted by the Engineer prior to any earth excavation in that area. If herbicide is the initial treatment method, a minimum of 14 days is required prior to clearing and grubbing operations, so the herbicide application can take effect.

Intermediate Treatment(s): Shall be conducted during the optimal growing season between the dates of June 1 and September 30 for invasive species up to and including 10 days prior to plant installation or at the end of the Project if no landscaping plan is in the Contract. Optimal treatment times may be specific to the species being treated and this must be considered and documented when developing the Invasive Vegetation Removal Plan. Several treatments may be required to treat all species that are present.

1-Year Plant Establishment Period Treatment: Treatments as needed or as directed by the Engineer shall be conducted throughout the 1-Year Plant Establishment Period or when required under another Contract item.

Method of Measurement: This work will be measured for payment by the number of square yards of invasive vegetation identified, surveyed, treated and eradicated as required including any required re-treatment of any regrowth or new growth. No additional payment will be made for subsequent treatments. The area for removal will be surveyed and flagged prior to treatment and measured. After a review of the surveyed limits, the Engineer may designate additional areas for removal that are not shown on the plans. These additional areas will be measured for payment and included as part of the Contract work.

Where selective removal is required, the square yards of the drip line of the invasive vegetation will be measured for payment.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for "Control and Removal of Invasive Vegetation." This payment shall include all labor, surveys, materials, tools, and equipment necessary for limits of the invasive area(s); maintenance of the limits throughout the Project; species identification; and cutting, excavation, treating, re-treating, removal, and off-Site disposal of designated invasive plant material. Off-Site disposal of residue shall include the loading, transport, dumping, and fees associated with legal off-site disposal.

- Upon approval of the required IVRP, the Contractor will receive a payment equal to 10% of the estimated Contract value

- Upon initial herbicide or mechanical removal treatment methods as it is described in the IVRP, the Contractor will receive a payment equal to 20% of all areas receiving treatment
- Upon successful completion of the initial treatment period, as determined during the review by the Engineer, the Contractor will receive a payment equal to 20%
- Upon successful completion of the intermediate treatment period as determined during the Site review by the Engineer, the Contractor will receive a payment equal to 20%
- Upon successful completion of the 1-Year Plant Establishment Period covering all treated areas on the Project (or the last treatment for those Projects which may not include a 1-Year Plant Establishment Period), the Contractor will receive final payment equal to the measured areas in place and treated, less any previous payments

Where bulk excavation is required for removal, this work shall be covered under the Contract Item “Earth Excavation” for all excavation in excess of 2 feet. All other vegetation not designated as invasive vegetation shall be removed in compliance with the Item “Clearing and Grubbing” in accordance with Section 2.01.

Vegetative stabilization of disturbed areas will be paid for under the respective Contract Items: “Turf Establishment,” “Wetland Grass Establishment,” or “Conservation Seeding for Slopes.”

Pay Item	Pay Unit
Control and Removal of Invasive Vegetation	s.y.

ITEM #0969060A - CONSTRUCTION FIELD OFFICE, SMALL

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

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

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

Description \ Office Size	Small
Minimum Sq. Ft. of floor space with a minimum ceiling height of 7 ft.	400
Minimum number of exterior entrances.	2
Minimum number of parking spaces.	7

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

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

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

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

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

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

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

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

- A. 120/240 volt, 1 phase, 3 wire
- B. Ampacity necessary to serve all equipment. Service shall be a minimum 100 amp dedicated to the construction field office.
- C. The electrical panel shall include a main circuit breaker and branch circuit breakers of the size and quantity required.
- D. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed at each desk and personal computer table (workstation) location.
- E. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed, for use by the Telephone Company.
- F. Additional 120-volt circuits and duplex outlets as required meeting National Electric Code requirements.
- G. One exterior (outside) wall mounted GFI receptacle, duplex, isolated ground, 120 volt, straight blade.
- H. After work is complete and prior to energizing, the Municipal's electrical inspector, must be contacted.

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

Telephone Service: The Contractor shall provide telephone service with unlimited nation-wide calling plan. For a Small, Medium and Large field office this shall consist of the installation of two (2) telephone lines: one (1) line for phone/voice service and one (1) line dedicated for the facsimile

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

Data Communications Facility Wiring:

The Contractor shall supply cables to connect the Wi-Fi printer to the Contractor supplied internet router and to workstations/devices as needed.

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

Furnishing Description	Office Size
	Small
	Quantity
Office desk (2.5 ft. x 5 ft.) with drawers, locks, and matching desk chair that have pneumatic seat height adjustment and dual wheel casters on the base.	1
Personal computer tables (4 ft. x 2.5 ft.).	2
Drafting type tables (3 ft. x 6 ft.) and supported by wall brackets and legs; and matching drafters stool that have pneumatic seat height adjustment, seat back and dual wheel casters on the base.	1
Office Chairs.	2
Fire resistant cabinet (legal size/4 drawer), locking.	1
Vertical plan racks for 2 sets of 2 ft. x 3 ft. plans for each rack.	1
Case of cardboard banker boxes (Min 10 boxes/case)	1
White Dry-Erase Board, 36" x 48"min. with markers and eraser.	1
Wastebaskets - 30 gal., including plastic waste bags.	1
Wastebaskets - 5 gal., including plastic waste bags.	1
Telephone.	1
Full size stapler (20 sheet capacity, with staples)	1
Desktop tape dispensers (with tape)	1
8 Outlet Power Strip with Surge Protection	3
Rain Gauge	1
Mini refrigerator - 3.2 c.f. min.	1
Hot and cold water dispensing unit. Disposable cups and bottled water shall be supplied by the Contractor for the duration of the project.	1
Microwave, 1.2 c.f. , 1000W min.	1
Electric pencil sharpeners.	1

Electronic office type printing calculators capable of addition, subtraction, multiplication and division with memory and a supply of printing paper.	1
Small Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network / Wi-Fi capable, as specified below under <u>Computer Related Hardware and Software</u> .	1
Field Office Wi-Fi Connection as specified below under <u>Computer Related Hardware and Software</u>	1
Wi-Fi Printer as specified below under <u>Computer Related Hardware and Software</u> .	1
Digital Camera as specified below under <u>Computer Related Hardware and Software</u> .	1
Infrared Thermometer, including annual third party certified calibration, case, and cleaning wipes.	1
Concrete Curing Box as specified below under Concrete Testing Equipment.	1
Concrete Air Meter and accessories as specified below under Concrete Testing Equipment as specified below. Contractor shall provide third party calibration on a quarterly basis.	1
Concrete Slump Cone and accessories as specified below under Concrete Testing Equipment.	1
First Aid Kit	1
Smart Phones as specified under <u>Computer Related Hardware and Software</u> .	1

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

Computer Related Hardware and Software: The Contractor will supply by its own means the actual Personal Computer(s) for the Municipal representatives. The Contractor shall supply the Field Office Wi-Fi Connection, Wi-Fi Printer, Digital Camera(s) and Multifunction Laser Printer/Copier/Scanner/Fax as well as associated hardware and software, must meet the requirements of this specification as well as the latest minimum specifications posted, as of the project advertising date, at CTDOTs web site:

<http://www.ct.gov/dot/cwp/view.asp?a=1410&q=563904>

Within 10 calendar days after the signing of the Contract but before ordering/purchasing the Computers, Wi-Fi Printer, the Multifunction Laser Printer/Copier/Scanner/Fax), Field Office Wi-Fi and Digital Camera(s) as well as associated hardware, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the Municipality or their Representative for review and approval. The Computers, Wi-Fi Printer, Multifunction Laser Printer/Copier/Scanner/Fax, Wi-Fi Router and digital cameras will be reviewed by Municipal personnel or their Representative. The Contractor shall not purchase the hardware, software, or

services until the Municipality or their Representative informs them that the proposed equipment, software, and services are approved. The Contractor will be solely responsible for the costs of any hardware, software, or services purchased without approval.

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

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

The Contractor shall provide all supplies, paper, maintenance, service and repairs (including labor and parts) for the Computer(s), Wi-Fi printers, copiers, field office Wi-Fi, fax machines and other equipment and facilities required by this specification for the duration of the Contract. All repairs must be performed with-in 48 hours. If the repairs require more than a 48 hours then an equal or better replacement must be provided.

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

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

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

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

- A) Concrete Cylinder Curing Box – meeting the requirements of Section 6.12 of the Standard Specifications.

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

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

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

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

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

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

<u>Pay Item</u>	<u>Pay Unit</u>
Construction Field Office, Small	Month

ITEM #0971001A - MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 - Description is supplemented by the following:

The Contractor shall maintain and protect traffic as follows:

EAST SHORE ROAD

East Shore Road shall be closed during construction. Provisions for emergency vehicle turn-around must be maintained throughout construction. The roadway cannot be closed until authorized by the Town and only after the precast concrete arch fabrication has begun.

Emergency services shall be notified at least 14 days in advance of any road closure.

The Traffic Detour Plan must be implemented prior to any construction activity. The Contractor shall provide a smooth transition between all disturbed and undisturbed areas.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

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

Article 9.71.03 - Construction Method is supplemented as follows:

SIGNING

The Contractor shall maintain all existing overhead and side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate existing 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. The temporary relocation of any existing signs and supports and the furnishing, installation and removal of any temporary supports and foundations shall be paid for under the item "Maintenance and Protection of Traffic".

When all work is completed, the Contractor shall remove existing signs and install new signs as shown on the Signing and Pavement Marking Plans contained in the contract plans.

REQUIREMENTS FOR WINTER

The Contractor shall schedule a meeting with representatives of the Engineer and Representative of the Town to determine what interim traffic control measures the Contractor must accomplish for the winter to provide safety to the motorist and permit adequate snow removal procedures.

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.

ATTACHMENT "A"

CONSTRUCTION TRAFFIC CONTROL PLANS

REQUIRED SIGNS

NOTES

PLAN 13 (2 SHEETS)

PLAN 14

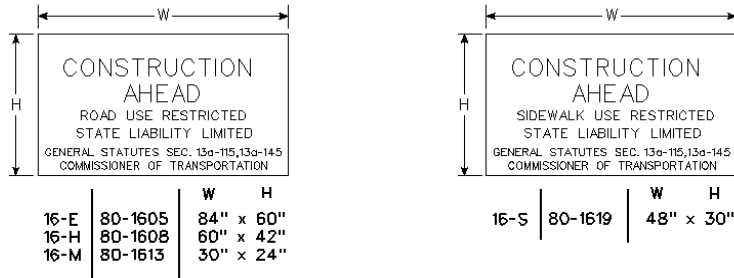
PLAN 15

PLAN 16

PLAN 17

PLAN 18

SERIES 16 SIGNS



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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

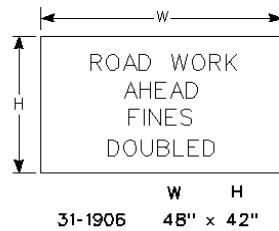
SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

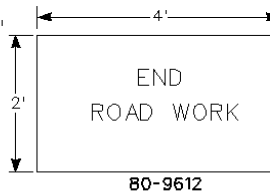
THE "ROAD WORK AHEAD, FINES DOUBLED" REGULATORY SIGNS SHALL NOT BE INSTALLED ON TOWN ROADS.

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



"END ROAD WORK" SIGN

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



REV'D 1-02



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
REQUIRED SIGNS

APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A) AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE #1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. A CHANGEABLE MESSAGE SIGN MAY BE UTILIZED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
5. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 72 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
6. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA WILL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS REOPENED TO ALL LANES OF TRAFFIC.
7. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN THE EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED AND TEMPORARY PAVEMENT MARKINGS THAT DEPICT THE PROPER TRAVEL PATHS SHALL BE INSTALLED.
8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200' ON LOW SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
9. FOR LANE CLOSURES ONE (1) MILE OR LONGER, A "REDUCE SPEED TO 45 MPH" SIGN SHALL BE PLACED AT THE ONE MILE POINT AND AT EACH MILE THEREAFTER.
10. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
11. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.

REV'D 1-02



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
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DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
NOTES

NOTES.DGN

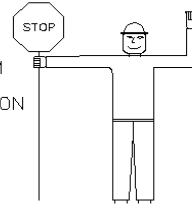
WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.04 FLAGGER PROCEDURES IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

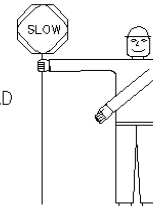
A. TO STOP TRAFFIC

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



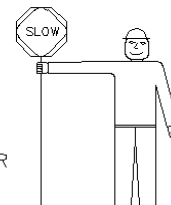
B. TO DIRECT TRAFFIC TO PROCEED

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



C. TO ALERT OR SLOW TRAFFIC

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



SEE NOTES 1, 2, 5, 7, 8 & 10

REV'D 1-02



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
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DIVISION OF TRAFFIC ENGINEERING

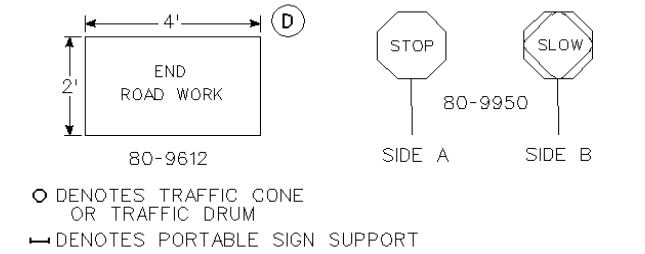
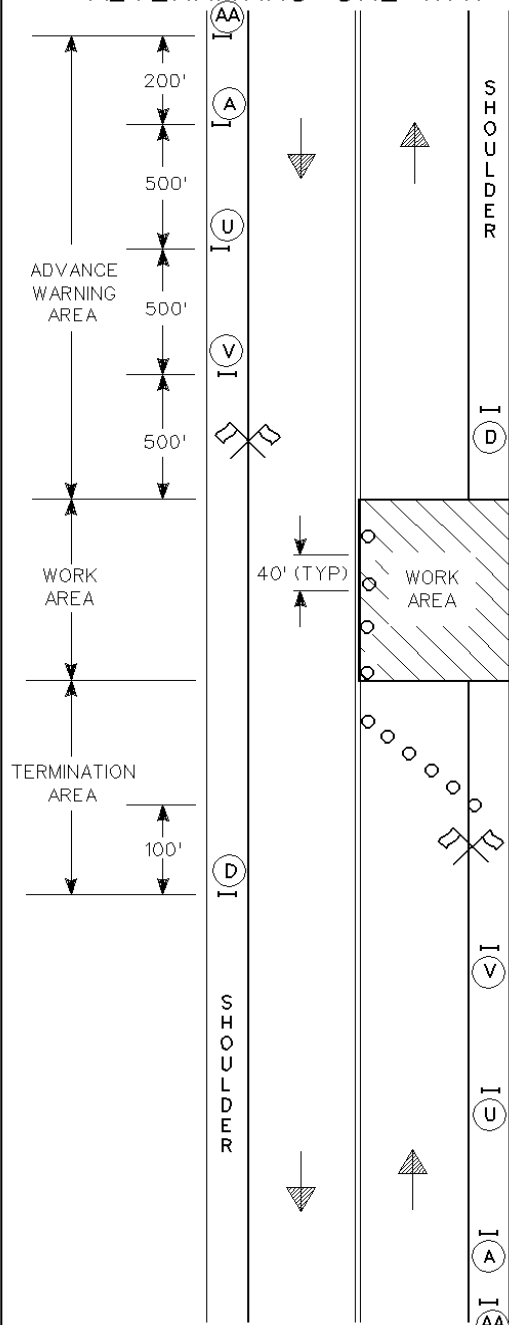
CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 13

SHEET 2 OF 2 SCALE NONE

APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER

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

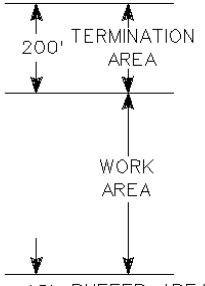
SIGN FACE
98 SQ. FT (MIN)



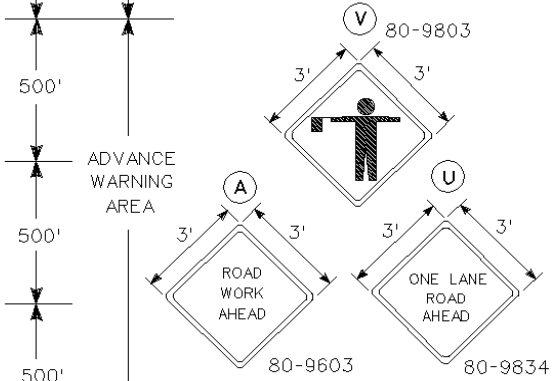
○ DENOTES TRAFFIC CONE OR TRAFFIC DRUM
 ┆ DENOTES PORTABLE SIGN SUPPORT
 ☒ DENOTES APPROXIMATE LOCATION OF UNIFORMED FLAGGER. TRAFFIC PERSON OTHER THAN POLICE OFFICERS SHALL USE SIGN 80-9950 MOUNTED ON A 6' MIN. STAFF.

FROM THE MUTCD:
 Table 6E-1. Distance of Flagging Station In Advance of the Work Space

Posted Speed (mph)	Distance (ft)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335



40' BUFFER AREA
 100' TAPER AREA
 6 TRAFFIC CONES / DRUMS
 @ 20' SPACING



SEE NOTES 1, 2, 5, 7, 8 & 10

REV'D 1-02

CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING &
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 DIVISION OF TRAFFIC ENGINEERING

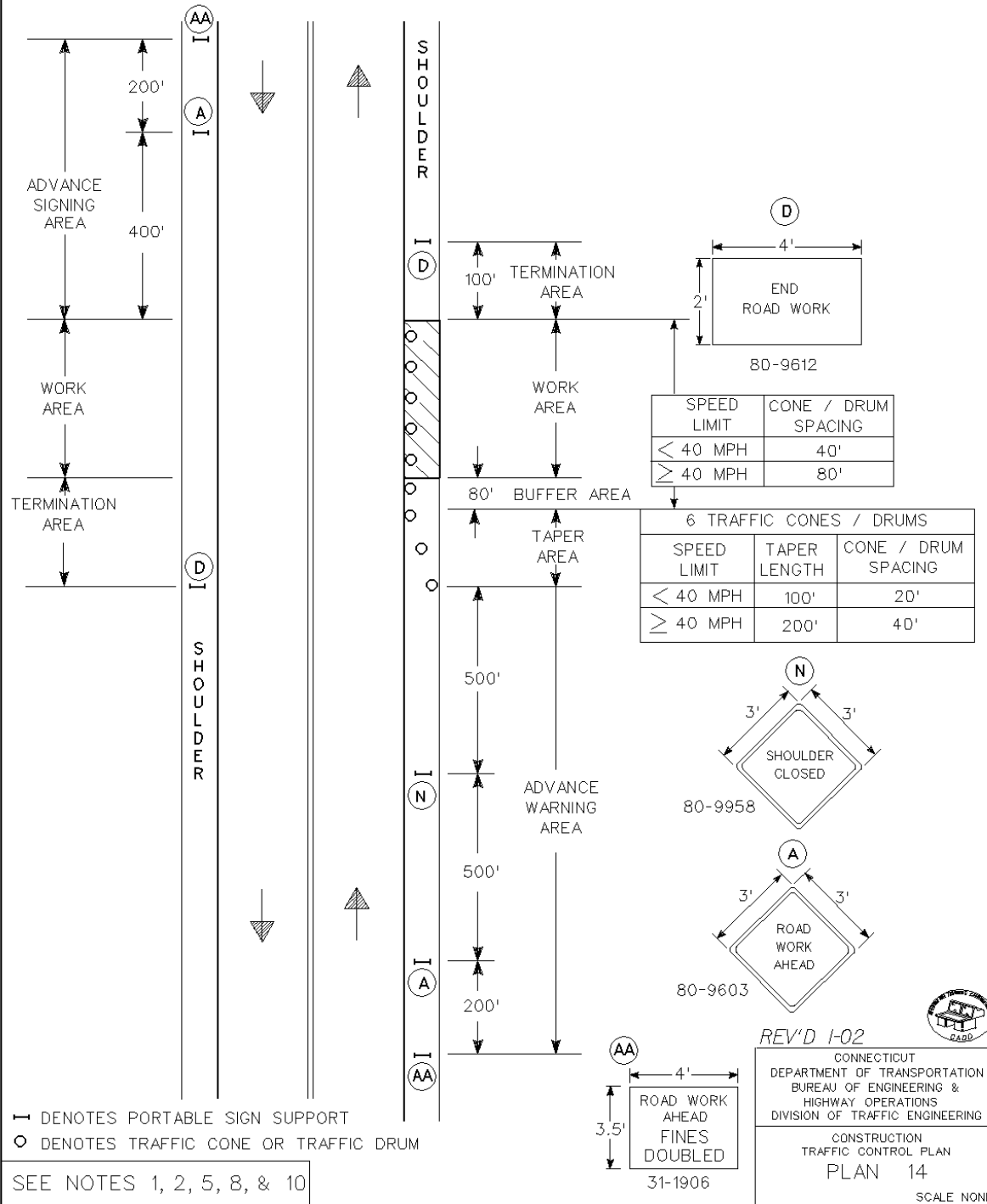
CONSTRUCTION
 TRAFFIC CONTROL PLAN
 PLAN 13

SHEET 1 OF 2 SCALE NONE

APPROVED J. Carey DATE 1-02
 PRINCIPAL ENGINEER

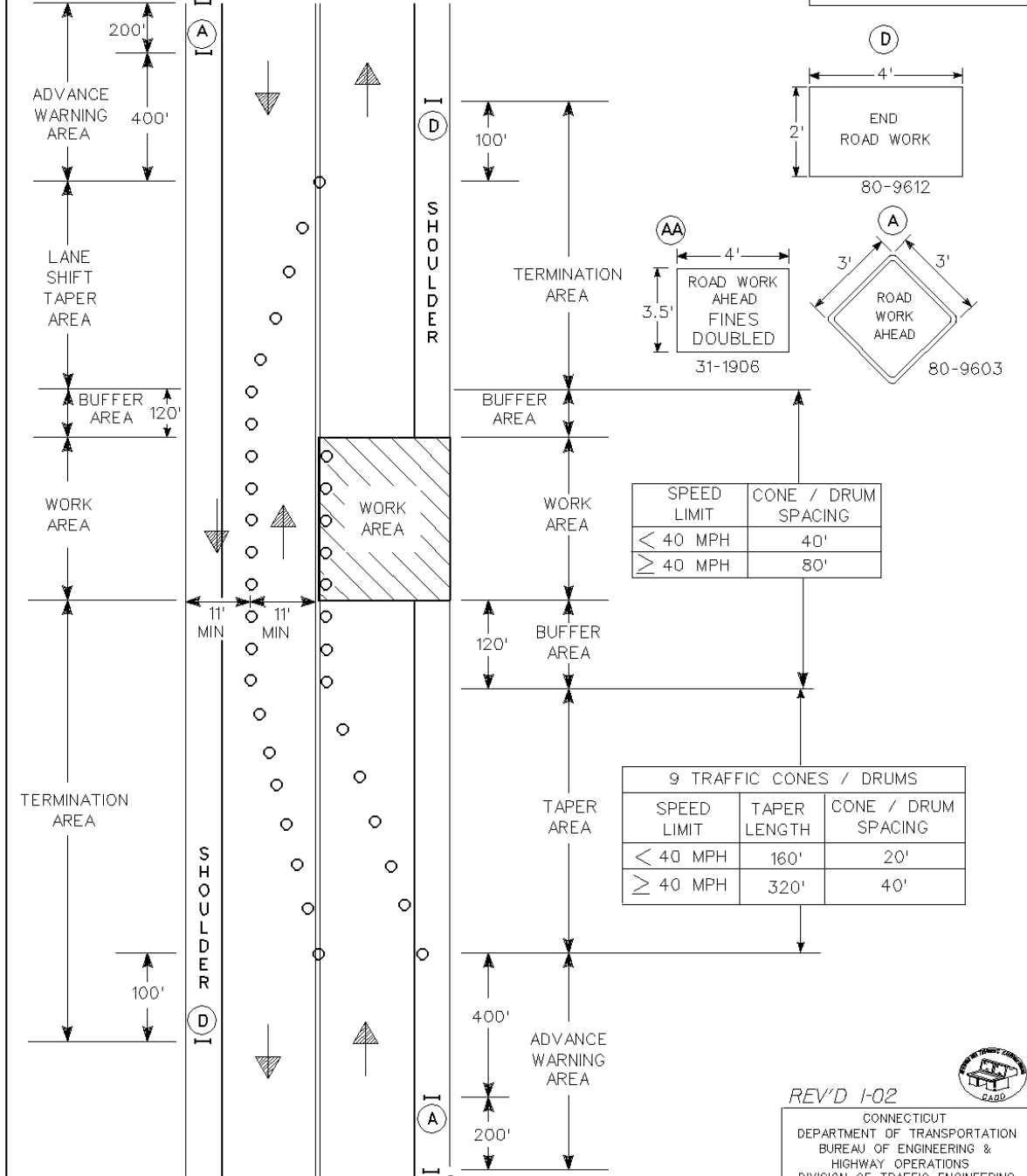
WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN)



WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY

SIGN FACE
62 SQ. FT (MIN)



SPEED LIMIT	CONE / DRUM SPACING
< 40 MPH	40'
≥ 40 MPH	80'

9 TRAFFIC CONES / DRUMS		
SPEED LIMIT	TAPER LENGTH	CONE / DRUM SPACING
< 40 MPH	160'	20'
≥ 40 MPH	320'	40'

I DENOTES PORTABLE SIGN SUPPORT
 O DENOTES TRAFFIC CONE OR TRAFFIC DRUM

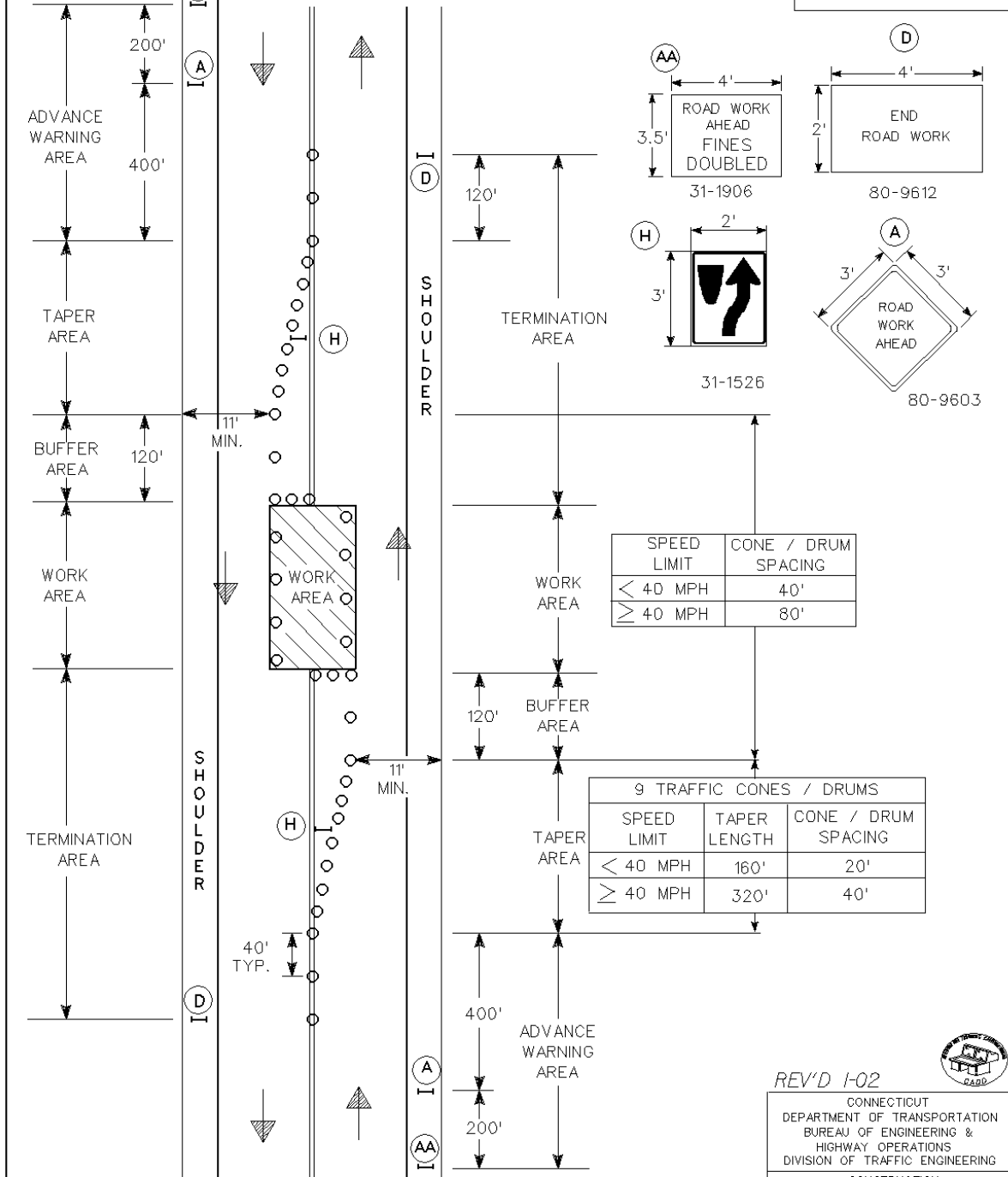
SEE NOTES 1, 2, 5, 7, 8 & 10

REV'D 1-02
 CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
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 DIVISION OF TRAFFIC ENGINEERING
 CONSTRUCTION
 TRAFFIC CONTROL PLAN
 PLAN 15
 SCALE NONE

APPROVED J. Carey DATE 1-02
 PRINCIPAL ENGINEER

WORK IN MIDDLE OF ROADWAY TWO LANE HIGHWAY

SIGN FACE
74 SQ. FT (MIN)



SPEED LIMIT	CONE / DRUM SPACING
< 40 MPH	40'
≥ 40 MPH	80'

9 TRAFFIC CONES / DRUMS		
SPEED LIMIT	TAPER LENGTH	CONE / DRUM SPACING
< 40 MPH	160'	20'
≥ 40 MPH	320'	40'

○ DENOTES TRAFFIC CONE OR TRAFFIC DRUM
 I DENOTES PORTABLE SIGN SUPPORT
 SEE NOTES 1, 2, 5, 7, 8 & 10

REV'D 1-02

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 HIGHWAY OPERATIONS
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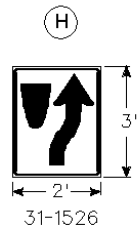
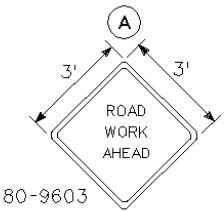
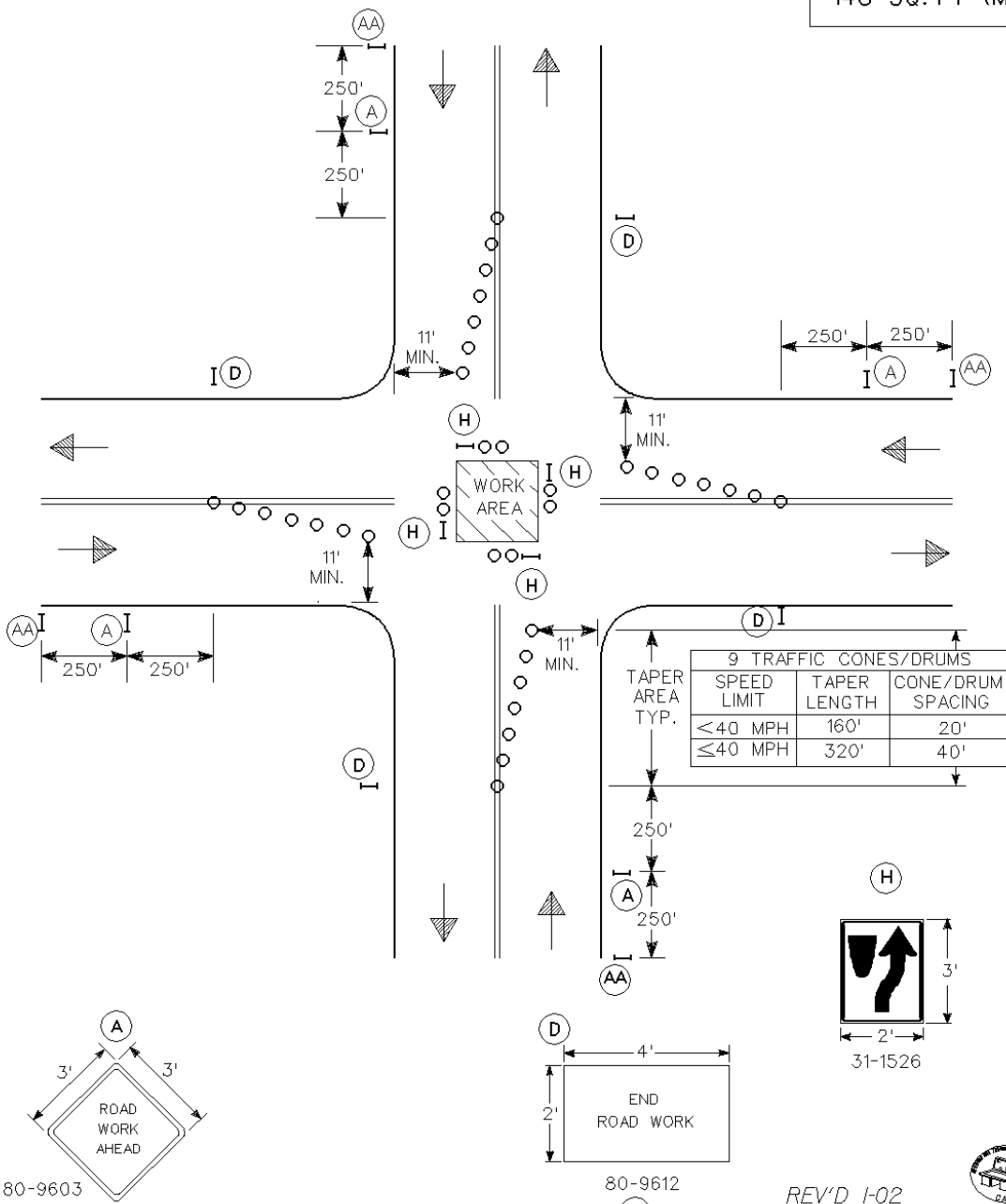
CONSTRUCTION
 TRAFFIC CONTROL PLAN
 PLAN 16

SCALE NONE

APPROVED J. Carey DATE 1-02
 PRINCIPAL ENGINEER

WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE
148 SQ. FT (MIN)



○ DENOTES TRAFFIC CONE OR TRAFFIC DRUM
 ┌─ DENOTES PORTABLE SIGN SUPPORT

SEE NOTES 1, 2, 5, 7 & 10

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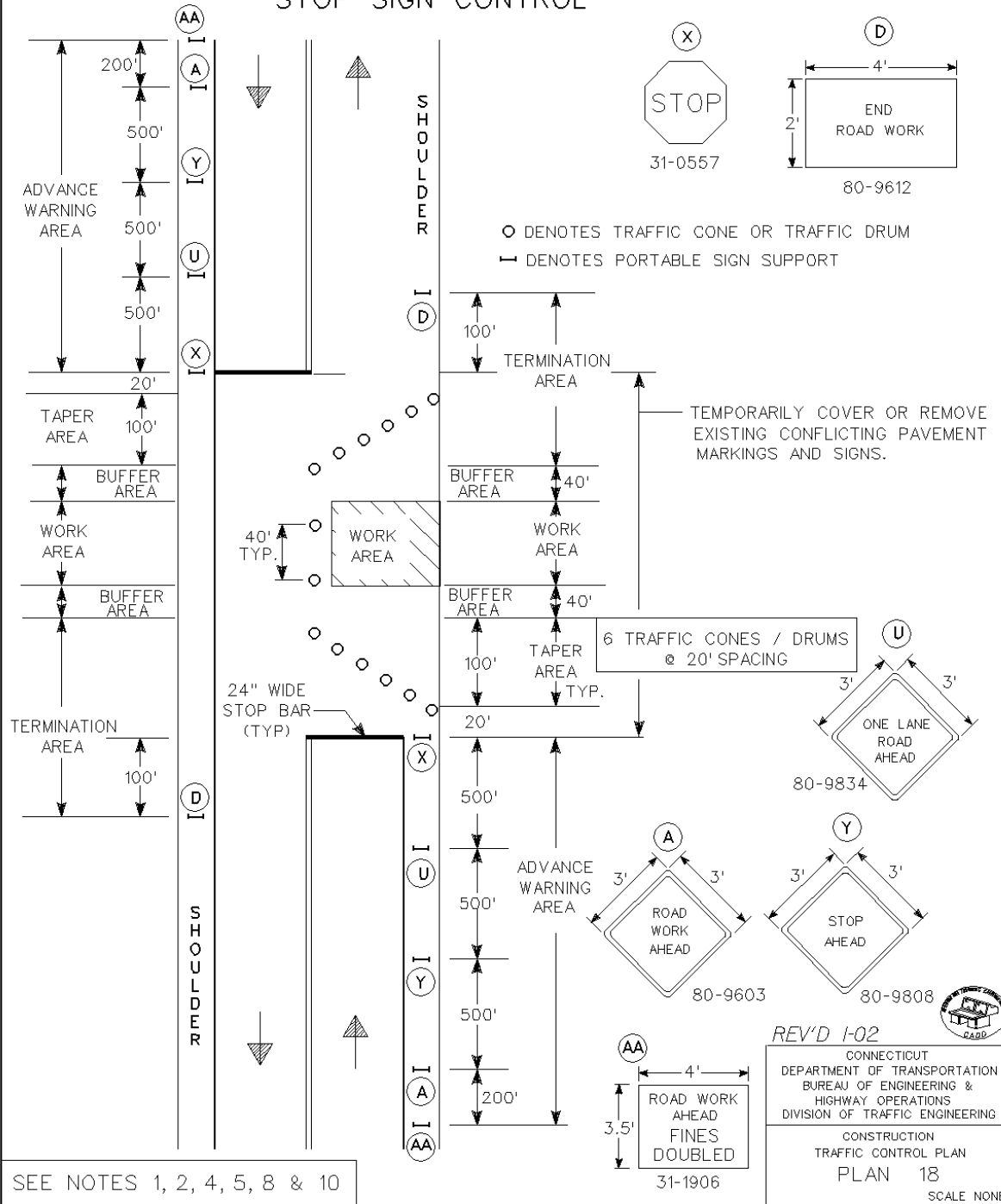
CONSTRUCTION
 TRAFFIC CONTROL PLAN
 PLAN 17

SCALE NONE

APPROVED J. Carey DATE 1-02
 PRINCIPAL ENGINEER

WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY
ALTERNATING ONE-WAY TRAFFIC OPERATION
STOP SIGN CONTROL

SIGN FACE
124.6 SQ. FT (MIN)



SEE NOTES 1, 2, 4, 5, 8 & 10

REV'D 1-02
CONNECTICUT
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DIVISION OF TRAFFIC ENGINEERING
CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 18
SCALE NONE

APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER

END OF SECTION

ITEM #974001A - REMOVAL OF EXISTING MASONRY

Work under this item shall conform to the requirements of Section 9.74 of the Standard Specifications amended as follows:

Article 9.74.02 - Construction Methods: *Add the following:*

All work shall proceed to the satisfaction of the Engineer. The Contractor shall prevent debris, tools, and/or other materials from entering into or dropping into the waterway adjacent to the structure. All debris shall be promptly cleaned up and removed from the site.

The removal shall not result in damage to adjoining property or river area. If damage does occur, it shall be repaired by the Contractor to the satisfaction of the Engineer at no additional expense to the State.

When removing the concrete and reinforcing steel, the Contractor shall take necessary precautions to prevent debris from dropping to areas below the structure in to the river.

All material not designated for definite use shall be legally disposed of, off the site by the Contractor.

All debris shall be legally disposed of, off the site by the Contractor.

Article 9.74.04 – Basis of Payment: *Add the following:*

Costs associated with excavation that is incidental to the removal of existing masonry shall also be included under this item.

ITEM #1700005A – TESTING

Description

At the discretion of the Engineer, periodic on-site tests may be ordered to satisfy the quality of the work or materials used on the Project. Testing under this item only applies to those on-site tests ordered by the Engineer; **testing required by other specifications or to verify conformance with specification requirements shall not be paid for.** Testing ordered by the Engineer under this item shall be performed by an independent third-party testing company.

Construction Methods

Compaction tests will be required for items such as trench backfill, subgrade, subbase, processed aggregate base, pervious structure backfill, etc. to determine if compacted layers meet the specified requirements. The testing will be performed on each item as soon as practical. Should the material being tested fail the requirements as specified, the Contractor shall remove, replace and re-compact all soil material placed to that time. The material shall then be re-tested for compaction. When testing finds acceptable compaction and material and methods remain the same, additional compaction tests may not be required. When material or methods vary from those which achieved acceptable compaction, the Engineer will require that additional tests be performed.

Any deviation from the methods or compacting required in the Specifications will not be used unless approved by the Engineer in writing.

The Town shall pay for the first compaction test on each item. All re-testing required due to failure to achieve the specified density shall be paid for by the Contractor and shall be included in the general cost of the Contract.

All poured-in-place concrete will require testing. Tests will include but not be limited to air content, slump, 7-day & 28-day compression tests, etc.

Bituminous concrete pavements will be tested in accordance with Section 4.06 Bituminous Concrete of the Standard Specifications.

Basis of Payment

The sum of money for this item shown on the Estimate and in the itemized proposal as “Estimated Cost” for this work will be considered the bid price even though payment will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used in determining the total amount for the Contract.

The Town will pay the Contractor its actual costs for “Testing” plus an additional 5% as reimbursement for the Contractor’s administrative expense in connection with the services provided. The invoice must include a breakdown of date of service, actual hours of work, actual rate applied and test actually performed.

No payment on such an invoice will be made until and unless the Engineer has reviewed the invoice and approved the payment. The rate charged by the Testing Company shall not be greater than the rate that the normally charge others for similar services.

No payment will be made for Testing Services not authorized or requested by the Engineer, but ordered by the Contractor for his own convenience.

Pay Item

Testing

Pay Unit

est.

APPENDIX A
Wage Rates

APPENDIX B

Permits

PENDING