SANITARY SEWER LINING PROJECT
WALNUT STREET / AIRPORT EASEMENT,
LORDSHIP BLVD. (RTE 113), MAIN STREET,
STRATFORD AVENUE / LINES PLACE, PARKWAY
DRIVE AND HUNTINGTON ROAD

BID NO. 2020-25
CONTRACT DOCUMENTS
STV PROJECT NO. 4020294
STRATFORD, CONNECTICUT
December, 2019

Prepared For:
The Town of Stratford

Prepared By:
STV Incorporated
185 Plains Road, Suite 208E
Milford, Connecticut 06461
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BID #2020-25
SANITARY SEWER LINING PROJECT
STV PROJECT NO. 4020294

SEALED submissions are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Stratford.

Bidder:

Doing Business As (Trade Name)

Address

released: Friday, 6th December, 2019

Phillip Ryan, Purchasing Agent

Town / State / Zip

Title (Mr /Ms)

Signature

Telephone

E-mail

Sealed bids will be received by the Purchasing Department at the office of the Purchasing Agent, 2725 Main Street, Room 202, Stratford, Connecticut 06615, up to:

11:00AM, Wednesday, 8th January, 2020

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.

2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.

3. Submissions are to be submitted in a sealed envelope and clearly marked “BID #2020-25” on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
INVITATION TO BID

The Town of Stratford (Town) is seeking competitive bids from qualified contractors with proven industry experience, to provide labor, materials, tools, equipment, and all else necessary, to perform sanitary sewer lining project work per the Contract Documents prepared by STV Incorporated, 185 Plains Road, Suite 208E, Milford, CT 06461.

REQUESTS FOR INFORMATION (RFI) / ADDENDA
Direct requests in writing to: Town of Stratford, Purchasing Department
Attention: Phillip Ryan, Purchasing Agent
2725 Main Street, Room 202, Stratford, CT 06615
E-mail: PRyan@townofstratford.com

NOTE: Written requests for information will not be accepted after 12:00PM on Tuesday, 24th December, 2019.

Response will be in the form of an addendum that will be posted approximately Wednesday, 1st January, 2020 at the close of business to the Purchasing Department website: www.townofstratford.com/purchase

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Stratford employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

BID BOND / BID SECURITY
A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Any bid submitted without such security will be excluded from the bidding process. No exceptions.

SCHEDULE
Site access for installation will be available upon notice of award, weather dependent. Upon award of contract, the successful bidder (“Contractor”) shall be required to complete the project per agreed schedule.

REQUIREMENTS
A. Prospective bidders are strongly advised to visit the site and verify the scope of the work, including measurements and quantities, prior to submitting a bid. Town reserves the right to increase or decrease the amount of work, as deemed in its best interest.

B. Price is to include all labor, materials, permits, fees, disposal, etc., required to properly complete the project, including, but not limited to, the following:
   1. Permit approval where stated and as necessary.
   2. Site layout, preparation and staging as required and specified.
   3. Demolition, removal and proper disposal of all surplus material.
   4. Installation of all new material and product as specified.
   5. Paving, patch repair, final grading and seeding of disturbed areas of site.
   6. Site clean up.

C. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

D. The successful bidder MUST secure all required permits prior to commencing work on the site.
   NOTE: The Town is not able to waive the State of Connecticut Education Fee applied to any project.

E. The awarded contractor will have access to the site as indicated under “SCHEDULE” and agreed upon at award of contract. All work must be completed in a timely manner. At the Contractor’s option, he/she may access the site on holidays, Saturdays and Sundays, if the Contractor pays the cost (including all overtime) for any required Town staff/services. All work time must be approved and coordinated with the Town Engineer or designee.

F. Award of the project, either partial or in its entirety, is contingent upon funding approval by the Town Council.

2020-25 / Invitation / Instructions / Terms & Conditions
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INSTRUCTION TO BIDDERS

PRICES
Prices quoted must be firm for acceptance by the Town of Stratford for a period of ninety (90) days, upon public opening of all bids. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other contractor or bidder.

GUARANTEE
Equipment, materials and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

The Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by the Manager of Facilities and paid for by the Contractor.

OBLIGATION OF CONTRACTOR
The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Town (“Owner”), as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Owner and in accordance with the specifications and drawings (where provided) herein mentioned at the prices herein agreed upon.

METHOD OF DOING WORK
The work must be started and done by the Contractor in such a manner as not to encounter delays to the traveling public owing to delays in doing the work. It must be pushed to completion with all possible speed and no inconvenience to traffic will be permitted where such inconvenience may be avoided. The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy Town employees and officials, including employees of public utilities, residents adjacent to the work, and the general public.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

The Town of Stratford reserves the right to require the successful bidder(s) to enter into such security arrangements and/or written contracts as deemed necessary to protect its property and goods and interests.

The form of Agreement that the successful bidder will be required to execute will be decided by the Owner. The bidder, to whom the Contract is awarded, must sign and deliver required copies to the Owner within seven (7) business days after notice of award and receipt of Agreement forms from the Owner.

At or prior to delivery of the signed Agreement, the bidder to whom the contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bonds as required by the Owner.
EXECUTION OF AGREEMENT
Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

LIABILITY OF CONTRACTOR
The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall conduct the work in such a manner as to interfere as little as possible with travel on the highways and observe all ordinances and statutes relating to obstructing the highway. The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and as required by the Owner to prevent accidents or injury to persons, vehicles or animals.

Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom. All barricades, machinery and other hazards or obstructions to the public use of the highway shall be brightly and properly lighted at night.

ASSIGNMENTS
The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Owner. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith. The Contractor may not subcontract a total of work in excess of 50% of the original total contract value.

EXTRA WORK
The Owner shall notify the Contractor, in writing, of the necessity of such extra work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall advise the Owner, in writing, of the compensation, whether unit price or lump sum as requested, for which he/she proposes to perform the extra work required. The Owner may accept the compensation proposed by the Contractor, or if the Owner considers the prices submitted to be excessive, the Owner may order the work done on a "Cost Plus" basis. In either case, the character and extent of the extra work together with the accepted basis of compensation shall be communicated to the Contractor by means of a change order which, when signed by the Contractor and the Owner, shall become part of the contract.

Unforeseen work made necessary by changes in plan or work necessary to complete the improvements for which no price is provided in the contract, shall be done in accordance with the requirements of the specifications and as directed by the Owner.

1. Approval Required: Except as specified herein, when any public work or improvement has been executed by contract, no changes in the terms, conditions or scope of said contract nor deviations from the specifications made a part of that contract which would result in any way in an increase in the cost of that contract to the Town shall be allowed except by the approval of the Council.

2. Review: Any request for change orders shall first be considered by an appropriate committee appointed and then referred to the Council for appropriate action.

3. Mayor’s Approval: Notwithstanding any provision to the contrary herein, the Mayor, acting upon the advice of the Town Engineer, shall have the authority to approve any such changes or deviations without the approval of the Council, provided that the cost of any such changes or deviations does not exceed the sum of $5,000, and further provided that, in the opinion of the Mayor, due to extraordinary conditions, unforeseen contingencies, market conditions or the nature of the requested change, it would not be feasible or in the best interest of the Town to delay approval of the requested change.
RIGHT OF OWNER TO TERMINATE CONTRACT
If the work to be done under this Contract shall be abandoned, or if at any time the Owner is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Owner may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Owner, insure the satisfactory completion of the work aforesaid, the Owner shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Owner shall designate. The Owner shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the Owner out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

DEFINITIONS
Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

1. Owner: The Owner shall mean the Town of Stratford (Town) or any duly authorized official thereof acting in an official capacity.
2. Contractor: Whenever the word “Contractor” is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Owner.

DRAWING CONFLICT
In the event of conflict between the drawings (where provided) and specifications, the more stringent shall apply and be included in the contract.

TERMS AND CONDITIONS OF BID
In order to receive consideration, make bids in strict accordance with the following:

1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the bid number “2020-25” on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Agent, Stratford Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

EXAMINATION OF DOCUMENTS AND SITE OF WORK
Before submitting a bid, each bidder shall examine the drawings (where provided) carefully, shall read the specifications and all other proposed contract documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.
Bidders must examine for themselves the plans, profiles, detail drawings, specifications, etc., and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Contractor must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be considered an essential part of the work. The Contractor whose bid is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work of the difficulties to be encountered.

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute and that they are fully prepared with the necessary capital, materials, and machinery to conduct the work to be contracted for the satisfaction of the Owner and to begin work promptly when ordered.

The Owner, or its designated representative, reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or construction proposals, which in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse.

**INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING**

Any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof no later than the time and date as indicated. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the Town of Stratford, Purchasing Department website at [www.townofstratford.com/purchase](http://www.townofstratford.com/purchase)

The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

**PRE-CONSTRUCTION MEETING**

Prior to the commencement of any work, the contractor shall attend the pre-construction meeting at a date and time set that is convenient to all parties.

**PROTESTS**

No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Purchasing Agent, prior to the closing date for the bids.

**EXCEPTION TO SPECIFICATIONS**

All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

**CHECKLIST**

The following must be submitted with proposal:

- [ ] Cover page, completed and signed.
- [ ] Price Proposal Form.
- [ ] Addenda acknowledged on Bid Form and/or submitted if requested.
- [ ] List of references where projects performed of comparable size and scope within the past three years.
- [ ] List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- [ ] Any and all exceptions itemized and attached to Bid Form.
- [ ] Bid Bond. No exception.
PURCHASING DEPARTMENT  
TOWN OF STRATFORD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID

**BID PROPOSALS**
Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2020-25” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Department, Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened.

**RIGHT TO ACCEPT / REJECT**
AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE TOWN OF STRATFORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF STRATFORD.

**POWER OF REJECTION**
The Mayor shall have the power to reject all bids and to advertise again.

**QUESTIONS**
Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Mr. Phillip Ryan, Purchasing Agent: PRyan@townofstratford.com

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

**BID BOND**
The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

**PRICES**
Prices quoted must be firm, for acceptance by the Town of Stratford, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

**F.O.B. DESTINATION**
Prices quoted shall be net, delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.
PERFORMANCE AND LABOR AND MATERIAL BOND
The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Stratford reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONSTRUCTION CONTRACTORS
Overview: The law requiring nonresident construction contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut has been changed in the following major ways:

- Under the law as amended, there are two classes of nonresident contractors: verified and unverified. A nonresident prime or general contractor may gain verified status and thus eliminate the requirement to file a surety bond with the Department of Revenue Services (DRS), and a nonresident subcontractor may become verified and thus eliminate the requirement for the prime or general contractor to hold back a portion of the amount owed the subcontractor under the contract.
- Under the law as amended, a single surety bond for 5% of the entire project price is required to be filed with DRS by an unverified prime or general contractor where the contract price for the entire project is $250,000 or more. A person doing business with an unverified prime or general contractor for such a project must obtain proof that such contractor has filed a bond with DRS, but is no longer required to withhold an amount from payment due such contractor under the contract.
- A prime or general contractor must hold back 5% of the amount due an unverified subcontractor until the subcontractor obtains and furnishes AU-968, Certificate of Compliance, from DRS. An AU-968 authorizes the prime or general contractor to release all or a portion of the amounts held back from payment to the unverified subcontractor.

Prior law required compliance with one of three options to secure payment of Connecticut taxes for each contract with a nonresident prime or general contractor and with a nonresident subcontractor: (i) a nonresident contractor could furnish DRS a guarantee bond for 5% of the total contract price; or (ii) a nonresident contractor could furnish DRS a cash bond for 5% of the total contract price; or (iii) persons doing business with nonresident contractors would be required to withhold 5% of the total contract price and deposit it with DRS. This law meant that compliance with the law was required for each subcontract for a single project to real property in Connecticut. As under prior law, owners or tenants of residential real property are excluded from the requirements of Conn. Gen. Stat. §12-430(7).

More information may be obtained from: https://portal.ct.gov/DRS/Publications/Special-Notices/2011/SN-2011-17

PERMITS
The contractor shall be responsible for securing all necessary permits, state and local, and as required by the Town of Stratford.

PAYMENT PROCEDURES
No voucher, claim or charge against the Town shall be paid without the approval of the Director of Finance for correctness and legality.

PAYMENT PERIOD
The Town of Stratford shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Stratford reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.
THE CONTRACTOR
The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT
No contract may be assigned or transferred without the consent of the Town of Stratford.

AWARD OF BIDS
Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Stratford reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

BIDDING FOR PUBLIC WORK OR IMPROVEMENT
Any public work or improvement costing more than seven thousand five hundred ($7,500.00) dollars shall be executed by contract except where specified work or improvement is authorized by the council based on detailed estimates submitted by the department authorized to execute such work or improvement.

All contracts for more than seven thousand five hundred ($7,500.00) dollars, shall be awarded to the lowest responsible bidder, after public advertisement and competition, as may be prescribed by ordinance.

The Mayor shall establish reasonable regulations for prefiling sub bids on construction contracts where it is anticipated that the contracting party shall subcontract all or a portion of the work to be done.

Any public work or improvement costing more than $7,500 shall be executed by contract except where specified work or improvement is authorized by the Council based on detailed estimates submitted by the Department authorized to execute such work or improvement. All contracts under this section shall be awarded by the Town Council to the lowest responsible bidder, after public advertisement as specified above.

NONUSE OF WASTES

A. All bids and contracts related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be utilized in providing such a service.

B. All bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be provided to the Town of Stratford.

C. The following statement, which shall be a sworn statement under penalty of perjury, shall be included in all bids related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford and all bids related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford:

"We ____ hereby submit a bid for materials, equipment and/or labor for the Town of Stratford. The bid is for bid documents titled ____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, subcontractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Stratford as a result of the submittal of this bid if selected."
CHANGE ORDERS

Approval Required: Except as specified herein, when any public work or improvement has been executed by contract, no changes in the terms, conditions or scope of said contract nor deviations from the specifications made a part of that contract which would result in any way in an increase in the cost of that contract to the Town shall be allowed except by the approval of the Council.

Review: Any request for change orders shall first be considered by an appropriate committee appointed and then referred to the Council for appropriate action.

Mayor’s Approval: Notwithstanding any provision to the contrary herein, the Mayor, acting upon the advice of the Town Engineer, shall have the authority to approve any such changes or deviations without the approval of the Council, provided that the cost of any such changes or deviations does not exceed the sum of $5,000, and further provided that, in the opinion of the Mayor, due to extraordinary conditions, unforeseen contingencies, market conditions or the nature of the requested change, it would not be feasible or in the best interest of the Town to delay approval of the requested change.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Stratford for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor’s liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

Worker’s Compensation Insurance: The Contractor shall carry Worker’s Compensation and Employer’s Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.
Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of $1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract, and shall also include a “non-Ownership” provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage $2,000,000
- Products/Completed Operations $2,000,000

This policy shall include Subcontractor’s Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella Policy: An umbrella policy in the amount of $5,000,000, covering general liability, auto liability, and employer liability is required.

Pollution Liability Insurance: Where applicable, a policy in the amount of $5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The Town of Stratford, its officers, officials, employees, agents, boards, and commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor’s Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS
Contractor shall defend, indemnify, and hold harmless the Town of Stratford, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

FEDERAL, STATE, AND LOCAL LAWS
All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds $100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: https://www.dol.gov/whd/govcontracts/dbra.htm

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST
No officer or employee or member of any elective or appointive board, commission, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.
**SCOPE OF WORK / SITE INSPECTIONS**
The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

**EXCEPTION TO SPECIFICATIONS**
No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Agent prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

**UNLESS OTHERWISE NOTED**
It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

**TAX EXEMPT**
Federal Tax Exemption 06-6002103.
Exempt from State Sales Tax under State General Statues Chapter 219-Section 12-412 Subsection A.
REFERENCES
Provide details of most recently performed and completed projects of equal scope:

REFERENCE #1:

<table>
<thead>
<tr>
<th>Project Location</th>
<th>Contract Price</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Owner / Architect / Engineer  Contact Person  Phone    E-mail

|                  |                |                 |

Description of the Work

REFERENCE #2:

<table>
<thead>
<tr>
<th>Project Location</th>
<th>Contract Price</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Owner / Architect / Engineer  Contact Person  Phone    E-mail

|                  |                |                 |

Description of the Work

REFERENCE #3:

<table>
<thead>
<tr>
<th>Project Location</th>
<th>Contract Price</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Owner / Architect / Engineer  Contact Person  Phone    E-mail

|                  |                |                 |

Description of the Work

This page must be fully completed and submitted with your proposal, including accurate contact names and contact details. Prospective bidders may opt to submit own formatted reference sheets with complete project details and contact information.
SUBCONTRACTORS
Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company ___________________________ Fed ID # ________________
Contact Person ___________________________ Title ___________________________
Company Address ___________________________ Phone ___________________________
Trade ___________________________ E-mail ___________________________
Rates: Supervisor $_________/hr Foreman $_________/hr Journeyman $_________/hr Apprentice $_________/hr

SUBCONTRACTOR #2:

Name of Company ___________________________ Fed ID # ________________
Contact Person ___________________________ Title ___________________________
Company Address ___________________________ Phone ___________________________
Trade ___________________________ E-mail ___________________________
Rates: Supervisor $_________/hr Foreman $_________/hr Journeyman $_________/hr Apprentice $_________/hr

SUBCONTRACTOR #3:

Name of Company ___________________________ Fed ID # ________________
Contact Person ___________________________ Title ___________________________
Company Address ___________________________ Phone ___________________________
Trade ___________________________ E-mail ___________________________
Rates: Supervisor $_________/hr Foreman $_________/hr Journeyman $_________/hr Apprentice $_________/hr

SUBCONTRACTOR #4:

Name of Company ___________________________ Fed ID # ________________
Contact Person ___________________________ Title ___________________________
Company Address ___________________________ Phone ___________________________
Trade ___________________________ E-mail ___________________________
Rates: Supervisor $_________/hr Foreman $_________/hr Journeyman $_________/hr Apprentice $_________/hr

NOTE: All sub-contractors are subject to approval by the Town of Stratford and are required to provide Fed ID #.
BID PROPOSAL

SANITARY SEWER LINING PROJECT WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD
TOWN OF STRATFORD, CONNECTICUT

BID NO. 2020-25

Proposal of ________________________ ("Bidder")

Dated _________________, 20__

Sealed proposals are to be sent to the Office of the Purchasing Agent, Town Hall 2725 Main Street, Stratford, Connecticut 06615 and directed to the attention of Phillip Ryan, Purchasing Agent.

All proposals must be sealed in an opaque envelope and must be marked:

"BID ENCLOSED" SANITARY SEWER LINING PROJECT
WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD.
(RTE 113), MAIN STREET, STRATFORD AVENUE / LINES
PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD
TOWN OF STRATFORD, CONNECTICUT

Proposals must be delivered to the Office of the Purchasing Agent, above mentioned, on or before 11:00 A.M. on January 8, 2020, at the Town Hall, Stratford, Connecticut.

The undersigned has examined the proposed work to be undertaken and has read all attached or referenced documents; and he proposes and agrees that he will contract with the Town of Stratford (herein called the Owner) to provide all necessary labor, machinery, tools, apparatus, equipment and other means of construction and do all the work and furnish all materials called for or shown on the drawings, specifications and other requirements of the Owner, as therein set forth, and that he will take in full payment therefore, the following sums, to with:

Increase and Decrease of Contract Bid Items: The Town of Stratford reserves the right to increase or decrease any amount of any bid item of work included under this contract at any time before the award of the contract or during the course of the contract without any adjustment to the contract unit bid prices or without payment of any compensation to the Contractor for such increase or decrease other than the unit bid price compensation for the items furnished, installed or performed.

This paragraph supersedes all reference to such payments defined in Section 1.04.02, “Increased or Decreased Quantities of Minor Items”, and “Elimination of Minor Items”, and Section 1.04.03, “Changes in Quantities and Significant Changes in the Character of the Work”, of the State of Connecticut Standard Specifications, Form 817.

If the Town should adjust quantities in order to award a contract in an amount within established funding, the adjustment of quantities and award of contract will be made in the best interest of the Town.
**BID PROPOSAL**

NOTE: Bids shall include all applicable fees

<table>
<thead>
<tr>
<th>Base Bid ITEM NO</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>ADDUNITPRICE (IN WORDS)</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tbody>
<tr>
<td>1</td>
<td>5751</td>
<td>LF</td>
<td>Furnish and Install 8” Liner</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>In 8” Sanitary Sewer</td>
<td></td>
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<td>price per linear foot,</td>
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<td>and __________cents $ __________ $ __________</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2655</td>
<td>LF</td>
<td>Furnish and Install 15” Liner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>In 15” Sanitary</td>
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<td></td>
<td>Sewer</td>
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<td>price per linear foot,</td>
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<td>______________dollars</td>
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<td>and __________cents $ __________ $ __________</td>
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<tr>
<td>3</td>
<td>2952</td>
<td>LF</td>
<td>Furnish and Install 18” Liner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>In 18” Sanitary</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Sewer</td>
<td></td>
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<td>price per linear foot,</td>
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<td>and __________cents $ __________ $ __________</td>
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<tr>
<td>4</td>
<td>103</td>
<td>EA</td>
<td>Reinstall Sewer lateral connections</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>price per Each,</td>
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<td>______________dollars</td>
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<td>and __________cents $ __________ $ __________</td>
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</tr>
</tbody>
</table>
**SANITARY SEWER LINING PROJECT**

**WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD**

**TOWN OF STRATFORD, CONNECTICUT**

<table>
<thead>
<tr>
<th></th>
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<th>LF</th>
<th>Description</th>
<th>Price per unit</th>
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</thead>
<tbody>
<tr>
<td>5</td>
<td>68</td>
<td>Replace 8” PVC Pipe</td>
<td>$_________ $_________</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>8</td>
<td>Replace 15” PVC Pipe</td>
<td>$_________ $_________</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>671</td>
<td>18” PCCP Heavy Cleaning and TV Inspection</td>
<td>$_________ $_________</td>
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<tr>
<td>020259</td>
<td>190</td>
<td>Cut Bituminous Concrete Pavement</td>
<td>$_________ $_________</td>
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</tr>
<tr>
<td>0406236</td>
<td>15</td>
<td>Material for Tack Coat</td>
<td>$_________ $_________</td>
<td></td>
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<tr>
<td>0406170</td>
<td>17</td>
<td>HMA S1.0</td>
<td>$_________ $_________</td>
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</table>
## BID PROPOSAL (cont.)

**SANITARY SEWER LINING PROJECT**  
WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD  
TOWN OF STRATFORD, CONNECTICUT  

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>0971001A</td>
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<td>Maintenance and Protection of Traffic</td>
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<td>$0000  $0000</td>
</tr>
<tr>
<td>0975002</td>
<td>1</td>
<td>Mobilization</td>
<td>price per lump sum,</td>
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<td>0977001</td>
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<td>Traffic Cone</td>
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<td>0978002</td>
<td>40</td>
<td>Traffic Drum</td>
<td>price per Each,</td>
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<td>Construction Barricade (Type III)</td>
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<td>1220027</td>
<td>54</td>
<td>Construction Signs</td>
<td>Price per Square foot</td>
<td>$0000  $0000</td>
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</tbody>
</table>
### BID PROPOSAL (cont.)
#### SANITARY SEWER LINING PROJECT
WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD
TOWN OF STRATFORD, CONNECTICUT

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Item Description</th>
<th>Price per Unit</th>
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<tbody>
<tr>
<td>0406171</td>
<td>14</td>
<td>TON</td>
<td>HMA S0.5</td>
<td>price per ton,</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>_______________dollars</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>and_____________cents $____________ $__________</td>
</tr>
<tr>
<td>970006A</td>
<td>60</td>
<td>HR</td>
<td>Traffic Person (Municipal Police Officer)</td>
<td>price per Hour,</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>_______________dollars</td>
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<td></td>
<td></td>
<td></td>
<td>and_____________cents $____________ $__________</td>
</tr>
</tbody>
</table>
The total amount of this bid on the estimated quantities shown herein and as computed by the undersigned bidder is ___________________________ Dollars and ___________________________ Cents.

It is understood and agreed that the prices bid for the various units of construction shall control in any Contract awarded hereinafter. As stated in the "Instructions to Bidders", the Town of Stratford reserves the right to revise the estimated quantities with no fixed limits set nor extra compensation allowed other than the above stated unit prices.

1. If this proposal should be accepted by the Town of Stratford and the undersigned shall fail to negotiate and fulfill all terms of the Contract, the five percent (5%) Bid Bond accompanying this Proposal, shall become the property of the Town of Stratford; otherwise the accompanying Bid Bond will be returned to the undersigned.

2. We understand that the Town of Stratford reserves the right to reject any or all bids.

3. The full names and residences of all persons and parties interested in the foregoing Proposal as principles are as follows: (give first and last name in full; in case of corporation, give name of President, Treasurer and Manager.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(Signature and Business Address of Bidder)

Dated at __________________________ the __________________________ day of

___________________________ in the year 2020.
CONTRACT FORMS
SPECIMEN

BIDBOND

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

(BIDDER’S NAME)

As Principal and

(NAME OF SURETY)

as Surety are hereby held and firmly bound unto ____________________________ in the penal sum of ____________________________ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this ___________ DAY OF __________ 20__. 

The condition of the above obligation is such that whereas the Principal has submitted to ____________________________ a certain Bid, attached hereto and hereby made a party hereof, to enter into a Contract in writing, for the

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid.
Then, this obligation shall be void, otherwise the same shall remain in force and effect it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of time within which the obligee may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have to be signed by their proper officers, the day and year first set forth above.

BY______________________(L.S.)
PRINCIPAL

____________________
SURETY

BY

(SEAL)
SPECIMEN CERTIFICATE OF SURETY

The undersigned hereby certify that they are the duly authorized agents of

______________________________
duly authorized to do business in the State of Connecticut, and agree to furnish to
______________________________a surety bond for the faithful performance of any and all provisions contained in the Specifications and Contract. The maximum amount that we will be surety for is $______________________.

___________________________
SURETY COMPANY OR AGENT

ATTEST:

___________________________
WITNESS

THE TERMS OF THE SURETY COMPANY FOR FURNISHING THE BOND ARE HEREBY ACCEPTED.

___________________________
NAME OF BIDDER

BY:

___________________________
TITLE

IMPORTANT! THIS FORM MUST BE FILLED IN BY BIDDER.
STATEMENT OF COMPLIANCE WITH BIDDING

REQUIREMENTS

hereby certify that have furnished all information required in the Proposal Form and the following have been executed:

1. BID BOND
2. CERTIFICATE OF SURETY

 NAME OF BIDDER

BY: NAME OF BIDDER

TITLE

WITNESS

IMPORTANT! THIS FORM MUST BE FILLED IN BY BIDDER.
CONTRACT

This AGREEMENT, made this _____ day of _____________. 20__, A.D.

by and between the TOWN OF STRATFORD, in the county of Fairfield, a municipal corporation of the State of Connecticut, party of the first part, and

a corporation with its principal place of business in

___________________________ party of the second part, (hereinafter call Contractor).

WITNESSETH, that for and in consideration of the premises and the agreement herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

FIRST. The Contractor agrees to accept and abide by the provisions of Title 31, Section 53 of the 1965 Supplement to the General Statutes, State of Connecticut, which require "the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-78 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day. The Contractor further covenants and agrees at its own proper cost charge and expense to furnished all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works, equipment and fixtures, appurtenant thereto, as set forth in the Contractor's Bid Proposal, dated for January 8, 2020 and known as CONTRACT NO. XXXX SANITARY SEWER LINING PROJECT WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD and described in the Plans and Specifications made and prepared by STV Incorporated for the Town of Stratford, in the County of Fairfield, and in the Contract Documents herein described, forming a part of this Contract, in a first class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, advertisement, proposal and other Contract Documents are made a part hereof, to the same extent as though the same were herein expressly written; and under the supervision of the Town Engineer of the Town of Stratford.

SECOND. In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Stratford covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions, Supplemental General Conditions, Special Conditions, Connecticut Department Of Transportation Form 817, Special Provisions and in the Bid Proposal, which are made a part of this Contract.
THIRD. The Contractor agrees to indemnify and hold harmless the Town of Stratford and STV Incorporated from any and all claims or demands for damages or injuries to either person or property which arise or may arise out of the performance of this contract.

FOURTH. The term “Contract Documents” shall mean and include the following:

1. Advertisement for Bid
2. Instruction to Bidders
3. Bid Proposal
4. All Contract Forms:
   a. Bid Bond
   b. Certificate of Surety
   c. Statement of Compliance with Bidding Requirements
   d. Contract
   e. Acknowledgement of Officer or Town Executing Contract
   f. Acknowledgement of Corporate Contractor
   g. Acknowledgement of Contractor, if an Individual
   h. Performance and Labor Material Bond
   i. Certificate of Insurance
   j. Non-Collusion Affidavit of Prime Bidder
   k. Non-Collusion Affidavit of Subcontractor
   l. Notice of Award
   m. Notice to Proceed
   n. Change Orders
   o. Maintenance Bond
   p. Equal Employment Opportunity Agreement
   q. Contractors Wage Certification Form
   r. Town of Stratford, Standard Insurance Requirements
5. General Conditions
6. Supplemental General Conditions
7. Special Conditions
8. State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 817 (To Be Obtained From The State Of Connecticut By The Contractor)
9. Latest Supplemental Specifications to the Standard Specifications for Roads, Bridges and Incidental Construction Form 817 (To Be Obtained From The State Of Connecticut By The Contractor)
10. Special Provisions
11. Addenda
12. Contract Drawings
IN WITNESS WHEREOF, the Town Council of the Town of Stratford, in the County of Fairfield has authorized the Corporate Seal of the Town of Stratford to be hereto affixed and this Contract to be signed by the Town Mayor and that same attested to by the Town Clerk and the Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed all the day and year first above written.

TOWN COUNCIL
TOWN OF STRATFORD
IN THE COUNTY OF FAIRFIELD

BY: ________________________________

_______________________________

ATTEST:

_______________________________

_______________________________

TOWN CLERK

CONTRACTOR

BY:

ATTEST:

_______________________________
ACKNOWLEDGEMENT OF OFFICER OF TOWN
EXECUTING CONTRACT

State of Connecticut
County of Fairfield

ss:

Be it remembered, that on this __________________ day of __________________ Two Thousand and ______________________ before me personally appeared ______________________ known by me to be the ________________ of the Town of Stratford, who, being first duly sworn deposes and says:

1. That he knows the seal of the Town of Stratford.
2. The seal affixed to this Contract is the seal of the Town of Stratford.
3. That the seal was so affixed and the contract signed and delivered by ______________________ who was at the date thereof the Town Mayor of the Town of Stratford.
4. The said seal was affixed and the Contract delivered in the presence of deponent.
5. At the same time the said Town Mayor acknowledged that he signed, sealed and delivered the same as his voluntary act and deed.
6. At the same time deponent signed his name to said contract as an attesting witness to the execution thereof.

________________________________________
TOWN CLERK

SUBSCRIBED AND SWORN TO, BEFORE ME:

________________________________________
NOTARY PUBLIC

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT

MY COMMISSION EXPIRES: __________________
ACKNOWLEDGEMENT OF CORPORATE CONTRACTOR

State of Connecticut} ss:
County of }

Be it remembered that on this ______________ day of __________, 20__ personally appeared _______________________________ who, being first duly sworn, deposes and says:

1. He is the secretary of ________________________________
   (Name of Corporation)

2. He well knows the seal of said corporation and the seal affixed to the contract is in fact the seal of the corporation.

3. The seal was affixed and the contract signed and delivered by
   ______________________________ who was on the date of
   (Name of Officer who signed)
   signing the ______________________________ of the corporation,
   (Title of Officer who signed)

   and who acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the corporation.

4. The contract was signed and the corporate seal affixed in the presence of deponent who subscribed the contract as an attesting witness to the execution thereof.

__________________________
SECRETARY

SUBSCRIBED AND SWORN TO, BEFORE ME:

__________________________
NOTARY PUBLIC

MY COMMISSION EXPIRES: _________

(seal)
ACKNOWLEDGEMENT OF CORPORATE CONTRACTOR

State of Connecticut} ss:
County of Fairfield }  

Be it remembered that on this ______________ day of __________, 20__ before me the subscriber ______________________________ personally appeared ______________________________ who, I am satisfied ___________________________ the ______________________________ mentioned in the within ______________________ Instrument, to whom I first made known the content thereof, and thereupon ______________________________ acknowledge that ______________________________ SIGNED, SEALED AND DELIVERED THE SAME AS ______________________________ VOLUNTARY ACT AND DEED, for the uses and purposes therein expressed.

____________________________________________________________________________________

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT

MY COMMISSION EXPIRES: _________
(SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL DOING BUSINESS UNDER TRADE NAME.

State of Connecticut} ss:
County of Fairfield }  

Be it remembered, that on this ______________ day of __________, 20__ before me the subscriber ______________________________ personally appeared ______________________________ mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon ______________________________ acknowledged that ______________________________ signed, sealed and delivered the same as ______________________________ voluntary act and deed, for the uses and purposes therein expressed.

____________________________________________________________________________________

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT
MY COMMISSION EXPIRES: _________  

10
ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

State of Connecticut} 

County of Fairfield} ss:

Be it remembered that on this _____________________ day of ________, 20__ before me the subscriber ______________________ personally appeared ______________________ who, I am satisfied ______________________ mentioned in the within Instrument, to whom I first made known the content thereof, and thereupon ______________________ acknowledged that ______________________ signed, sealed and delivered the same as ______________________ voluntary act and deed, for the uses and purposes therein expressed.

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT

MY COMMISSION EXPIRES: ___________________

(SEAL)
SPECIMEN PERFORMANCE AND LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, ________________________________________
of ________________________________________,

(thereinafter called the Principal) as Principal, and ________________________________________

________________________________________ a corporation organized and existing under the laws of the State of
________________________________________ and duly authorized to transact a surety business in the State of
Connecticut (hereinafter called the Surety), as Surety, are held and firmly bound unto the TOWN OF
STRATFORD of Obligee, in the sum of $ ______________ lawful money of the United States of America,

for the payment of which, well and truly to be made to the Obligee, we bind ourselves, our heirs, successors and
assigns, jointly and severally, firmly by these presents.

Signed, Sealed and Delivered this _______________ day of __________ A.D. 20____.

THE CONDITION OF THIS OBLIGATION is such that Whereas said Principal has entered into a certain
written contract with said Obligee, dated the ______ day of __________ A.D. 20____, which contract
provides for the construction of ___________________________ and which contract, together with all
plans and specifications now or hereinafter made in extension, modification or alteration thereof, are
incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the terms,
conditions and stipulations of said contract on his (its) part to be kept, performed and executed according to the
provisions of said contract and shall promptly pay for all materials furnished and labor supplied or performed in
the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor
enters into and becomes a component part of the real property, and shall indemnify and reimburse the Obligee
for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and
every obligation and duly imposed upon the Principal by said Contract at the time and in the manner therein
specified or to pay for all such materials furnished and labor supplied or performed, then this obligation shall be
null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, HOWEVER, that any alterations which may be made in the terms of said Contract, or in the
work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of
said Contract or any other forbearance on the part of either the Obligee or the Principal one to the other, shall
not in any way release the Principal and the Surety, or either of their representatives, heirs, executors,
administrators, successors or assigns from liability hereunder, notice to the surety of any such alterations
extensions or forbearance being hereby specifically and absolutely waived.
AND FURTHER PROVIDED that any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the Obligee, prosecute the same to a final judgement and have execution thereon for such sum or sums as may be justly due, provided, however, that the Obligee shall not be liable to furnish counsel nor to pay any costs or expenses of any such suit,

IN WITNESS WHEREOF,  

PRINCIPAL

has hereunto affixed his hand and seal causes this Instrument to be signed by

_____________________________  its _________________________________

TITLE

duly authorized, and its corporate seal to be hereunder affixed, and

_____________________________ has caused this Instrument to be signed by

_____________________________  its _________________________________

duly authorized, and its corporate seal to be hereunder affixed, this

_____________________________ day of ______________________________, 20___.

WITNESSED:

_____________________________  _______________________________ (SEAL)

PRINCIPAL

_____________________________

BY: ______________________________

ITS

_____________________________

SURETY
CERTIFICATE OF INSURANCE

____________________________________ hereby certifies

____________________________________ have submitted

to the ____________________________________________ Proof of Carriage

(Name of Municipality)

of Insurance in the form required by the Contract Specifications.

____________________________________

CONTRACTOR

____________________________________

WITNESS

CERTIFICATE OF TOWN'S ATTORNEY

I, the undersigned, ____________________________________________

the duly authorized and acting legal representative of and counsel to

____________________________________ do hereby certify as follows:

I have examined the foregoing Contract Performance and Labor and Material

Bond and the manner of the execution thereof. Insurance Policies and

Certificates, the General Terms and Conditions of the Contract Specifications

and I am of the opinion that the foregoing Agreements constitute valid and

legally binding obligations upon the parties executing the same in accordance

with the terms, conditions and provisions thereof.

____________________________________

ATTORNEY

DATE _________________________________, 20____.
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of ____________________________

County of ____________________________

__________________________ being first duly sworn, deposes and says that:

1) He is ____________________________ of ____________________________, the Bidder that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3) Such Bid is genuine and is not a collusive or sham Bid:

4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of the Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the ____________________________ owner, or any other person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) ____________________________

(Title) ____________________________

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

__________________________

(Title)
My Commission Expires _______________
NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____________________________
County of _____________________________

______________________________ being first duly sworn, deposes and says that:

1) He is ________________________________ of ________________________________, hereinafter referred to as the "Subcontractor";

2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor's to ______

______________________________, the Contractor for certain work in connection with the Contract pertaining to the Project in Stratford, Fairfield, Connecticut (City, County and State)

3) Such Subcontractor's Proposal is genuine and is not collusive or sham proposal:

4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Stratford (Owner) or any person interested in the proposed Contract; and

5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.
(Signed)

>Title

Subscribed and sworn to before me
this ___ day of ________, 20__.

____________________________

____________________________

>Title

My Commission Expires___________
NOTICE OF AWARD

TO: ______________________________________________________________

_______________________________________________________________

_______________________________________________________________

PROJECT Description:

SANITARY SEWER LINING PROJECT WALNUT STREET / AIRPORT EASEMENT,
LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE,
PARKWAY DRIVE AND HUNTINGTON ROAD
TOWN OF STRATFORD, CONNECTICUT

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated January 8, 2020 and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $__________.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance and Labor and Material BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

Your are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this __________________________ day of ___________________, 20__.

_______________________________________________________________

OWNER

By:_______________________________________

Title:_____________________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By this the __________________________ day of ___________________, 20__

By:_______________________________________

Title:_____________________________________

18
NOTICE TO PROCEED

TO: ___________________________ Date: ___________________________

Project SANITARY SEWER LINING
PROJECT WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD.

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

The date of completion of all WORK is therefore __________, 20.

___________________________________
OWNER

By: ________________________________

Title: ______________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By: ________________________________

This the __________________________ day of ____________________, 20__

By: ________________________________

Title: ______________________________
CHANGE ORDER

ORDER NO. __________________________
DATE: __________________________
AGREEMENT DATE: __________

NAME OF PROJECT: SANITARY SEWER LINING PROJECT
WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD

OWNER: Town of Stratford

CONTRACTOR: __________________________

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: __________________________

Original CONTRACT PRICE: $________________________

Current CONTRACT PRICE adjusted by previous CHANGE ORDER $________________________

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:
$________________________

The new CONTRACT PRICE due to this CHANGE ORDER will be $________________________

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _________ calendar days.

The date for completion of all work will be ________________ (Date).

Approvals Required:

To be effective this Order must be approved by the TOWN OF STRATFORD if it changes the scope of objective of the PROJECT, or any may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested By: __________________________ Recommended
By: __________________________ Ordered By: __________________________
Accepte By: __________________________ TOWN OF STRATFORD Approval (where applicable) __________________________
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 Stratford, 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 the Contract “SANITARY SEWER LINING PROJECT WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD.”

NOW, THEREFORE, the Principal agrees to maintain the work completed in the contract, stated above, for a period of twelve (12) months from the date of Final Payment and issuance of a Certificate of Completion, without additional costs 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.

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.

__________________________ (Seal)
(Individual Principal)

__________________________
(Business Address)

__________________________
(Seal)
(Partnership)

21
(Business Address)

Attest:

By: ____________________________

______________________________

(Corporate Principal)

(Business Address)

Attest:

By: ____________________________

______________________________

______________________________

(Corporate Surety)

______________________________

______________________________ (Seal)

Countersigned By: ____________________________

______________________________

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.
EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this Contract, the Contractor agrees as follows:

a. To comply with all provisions of Executive Orders 11246 and 11375 and the Connecticut Fair Employment Practice Act; including all standards and regulations which are promulgated by the government authorities who (established) administer such acts and requirements, and all standards and regulations incorporated herein by reference.

b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin and physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demolition or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c. To post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this nondiscrimination clause.

d. To state, in all solicitations or advertisements for employees placed by or on behalf of the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability or national origin.

e. To send to each labor union or representative or workers with whom he has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker’s representative of the contractor’s commitments under the equal opportunity clause of the Town of Stratford, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department.

f. To utilize labor department and town sponsored manpower programs as s course of recruitment and to notify the contract compliance unit and such programs of all job vacancies.

g. To take affirmative action to negotiate with qualified disadvantage and women contractors for any work which may be proposed for subletting or for any additional services, supplies, or work which may be required as a result of this contract.

h. To cooperate with town departments in implementing required contract obligations for increasing the utilization of disadvantaged business enterprises.

i. To furnish all information and reports required under this contract and to permit access to its book, records and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigation to ascertain compliance with the program.
j. If such contractor employs three or more employees to refrain from paying such employees membership dues and related expense for clubs that restrict membership or use of their facilities on the basis of race, color, sex, religion, national origin or ancestry.

k. To take such action, with respect to any subcontractor, as the town may direct as a means of enforcing the provisions of sub-paragraphs (a) through (n) herein, including penalties and sanctions for noncompliance, provided however that, in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the town, the town will intervene in such litigation to effectuate the town’s equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the contractor or the town may ask the United States to enter into such litigation to protect the interest of the United States.

l. To file, along with its subcontractors, if any, compliance reports with the town in form and to the extent prescribed. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors or vendor.

m. To include the provisions of subparagraphs (a) through (n) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor.

n. That a finding, as hereinafter provided, or a refusal by the contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:

1. Withholding of all future payment under the involved public contract to the contractor in violation until it is determined that the contractor, or subcontractor, is in compliance with the provisions of the contract;

2. Refusal of all future bids for any public contract with the Town of Stratford, or any of its departments or divisions, until such time as the contractor, or subcontractor, is in compliance with the provisions of the contract;

3. Cancellation of the public contract;

4. Recovery of specified monetary penalties;

5. In case of a substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided in for by the contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy herein outline. (Ord. of 12-5-77).
IN WITNESS WHEREOF, on the ______________________ day of ______________________, 20___, the contract has caused three counterparts of this Agreement to be executed and delivered.

____________________________________
Contractor

WITNESS:

___________________________________________
By: _________________________________
Signature

___________________________________________
Title: _________________________________
CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I, _____________________________________________ of ____________________________
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the ____________________________________________
Company Name

________________________________________
Street

________________________________________
City

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

________________________________________
Project Name and Address

________________________________________
Street and City

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

________________________________________
Signed

Subscribed and sworn to before me this _________________ day of ____________________, 2009.

________________________________________
Notary Public

☆ Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Boulevard
Wethersfield, CT 06109

Date issued: February 23, 2009
TOWN OF STRATFORD
PURCHASING DEPARTMENT

STANDARD INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

The successful bidder must furnish proof of adequate insurance coverage, with a carrier and in a form acceptable to the Town, as follows:

a. Evidence of insurance, NAMING THE TOWN AND STV INCORPORATED AS ADDITIONAL INSURED, on the policy and…

b. Holding the Town of Stratford harmless from all claims and liability for damage for Bodily Injury, including Accidental Death, and for property damage which may arise from the performance of this contract.

a. Amounts shall be as defined in Section 29 of the General Conditions.

Please Note:

Naming the Town of Stratford as Certificate Holder is NOT sufficient. The Town of Stratford and STV Incorporated must be named as Additional Insured, on the policy.

Signed: ____________________________________________

________________________________________
Purchasing Agent
GENERAL CONDITIONS
## GENERAL CONDITIONS

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1. **DEFINITIONS**

1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or correction.

1.3 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.4 Bidder - Any person, firm or corporation submitting a Bid for the work.

1.5 Bonds - Bid Bonds, Performance and Labor and Material Bonds, Maintenance Bond and other instruments of security, furnished by the Contractor and his Surety in accordance with the Contract Documents.

1.6 Change Order (Construction Order) - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.


1.8 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.9 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the work.

1.10 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement. Also referred to as party of the second part in the Agreement.

1.11 Drawings - The part of the Contract Drawings which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
1.12 Engineer - The person, firm or corporation named as such in the Contract Documents or as otherwise indicated by the Owner in writing.

1.13 Field Order - A written order affecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

1.14 Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

1.15 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

1.16 Owner - Town of Stratford or party of the first part as per "Agreement" Contract).

1.17 Project - The undertaking to be performed as provided in the Contract Documents.

1.18 Resident Project Representative - The authorized representative of the Owner who is assigned to the project site or any part thereof also known as the inspector.

1.19 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor which illustrate how specific portions of the work shall be fabricated or installed.

1.20 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

1.22 Substantial Completion - That date as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed in accordance with the Contract documents, so the project or specified part can be utilized for the purposes for which it is intended.

1.23 Supplemental General Conditions - Modifications to the General Conditions.

1.24 Suppliers - Any person, firm or corporation who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

1.25 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated in the project.

1.26 Written Notice - Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the address given in the agreement, or delivered in person to said party or his authorized representative on the work.

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2. **ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS**

2.1 The Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to carry out the work required by the Contract Documents.

2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents; the Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. **PROGRESS AND SUBMISSION SCHEDULES:**
   **PRECONSTRUCTION CONFERENCE:**
   **TIME OF STARTING THE WORK**

3.1 Within ten (10) days after execution of the Agreement (Contract), the Contractor will submit to the Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a schedule of Shop Drawings submissions.

3.2 Before starting the Work, a conference will be held to review the above schedule, to discuss procedures and processes for application for payment and to establish a working understanding between the parties as to the project.

3.3 Prior to starting the Work, the Contractor will furnish the Owner and Engineer with certificates of insurance as required by the Contract Documents.

3.4 Within fifteen (15) days after receipt by the Owner of the executed Agreement and all bonds and insurance certificates, as required by the Contract Documents, the Owner shall issue a notice to proceed which shall specify the date on which the Contractor shall start the work, which date shall be a day within fifteen (15) days after issuance of such order.

3.5 The Contract Time shall commence to run on the date when the Work is to start as provided in the above paragraph.

4. **DRAWINGS AND SPECIFICATIONS**

4.1 The Project Specifications shall be the State of Connecticut, Department of Transportation, Standard Specifications Form 817 and the latest Supplement thereto; along with the Special Provisions contained herein. Form 817 and Supplements must be obtained from the State of Connecticut by the Contractor.

Unless directed otherwise, all reference made to the “Commissioner”, “The Department” and “The State” when encountered in the documents, shall be deleted and substituted with the term “The Town”.

4.2 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
4.3 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

4.4 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities, in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities and before he receives written corrections by the Engineer, shall be done at the Contractor's risk.

5. **COPIES OF DOCUMENTS AND RECORD DOCUMENTS**

5.1 Plans, specifications, addenda and other contract documents can be viewed and obtained at [http://www.townofstratford.com/purchase](http://www.townofstratford.com/purchase), State of Connecticut, Standard Specifications, Form 817 and Supplements must be obtained from the State of Connecticut by the Contractor.

5.2 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him upon completion of the Project.

6. **SHOP DRAWINGS**

6.1 The Contractor shall provide shop drawings (6 copies) as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a change order.

6.2 When submitted for the Engineer's review, the Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. The drawing will also specify what contract item number the shop drawing pertains to.

6.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

7. **MATERIALS, SERVICES AND FACILITIES**

7.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work.

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7.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

7.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

7.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

7.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract to other agreement by which an interest is retained by the seller.

8. **INSPECTION AND TESTING**

8.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards in the industry.

8.2 Testing costs shall be as defined in Paragraph 112.C, Samples, Certificates and Tests, of the Supplemental General Conditions.

8.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contract will then furnish the Engineer the required certificates of inspection, testing or approval.

8.4 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

8.5 The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of an participating Federal, State or local agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

8.6 If any work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
If any work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate change order shall be issued.

9. **SUBSTITUTIONS**

9.1 Whenever a material, article or piece of equipment is identified on the drawings of specifications by reference to brand name or catalogue number, it shall be understood that this reference is for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contract may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approved its substitution and use by the Contract with the written permission of the Owner. The Engineer's approval shall not release the Contractor from responsibility from deviations from the Contract Documents. Any cost differential shall be deductible from the contract price and the Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function of general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

10. **PATENTS**

10.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof.

11. **SURVEYS, PERMITS, REGULATIONS**

11.1 The Engineer shall furnish to the Contractor established horizontal control points, all land surveys to establish all base line control points for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown on the Contract Documents. From the information provided by the Engineer, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, and other working points, lines, elevations and cut sheets. A copy of the cut sheets shall be furnished to the Engineer.
11.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense of relocating the bench marks, reference points and stakes. The Contractor shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of bench marks, reference points and stakes.

11.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary change shall be adjusted as provided in Section 16, CHANGE IN THE WORK.

12. AVAILABILITY OF LANDS; PHYSICAL AND SUBSURFACE CONDITIONS

12.1 The Owner will provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless specified otherwise in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or providing such easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided. The Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

12.2 Subsurface information, which may be contained in these Contract Documents, has been developed from the best available records, the accuracy of which cannot be guaranteed. If, in the course of construction, conditions are found which result in change of alignment and/or delays necessitating the rescheduling of the Contractor's operation, such changes in alignment or rescheduling of operation shall not constitute the basis of a claim for extra payment.

12.3 It is anticipated that the Contractor will provide for contingencies which may confront him throughout the execution of the Work, in the preparation of his bid.

13. SAFETY AND PROTECTION, EMERGENCIES

13.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

a. All employees on the Work and other persons who may be affected thereby.

b. All the Work and all the materials and equipment to be incorporated therein, whether in storage on or off the site.
c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

13.2 No materials or other obstructions shall be placed within fifteen (15) feet of any fire hydrant, which at all times must be readily accessible to the Fire Department.

13.3 Not more than fifty (50) feet of excavation shall be opened at one time without permission of the Engineer, and traffic movement must be provided for at all times. At the end of each work day (or unsupervised period) the excavated trench shall be backfilled or plated over to the satisfaction of the Engineer. Proper notification shall be given to the Engineer as well as the Police Department and Fire Department prior to street closings or any interruption of traffic movements. Street closings will not be allowed.

13.4 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including temporary timber ramps/walkways to all entrances/exits along the length of the project and posting danger signs and other warnings against hazards. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The use of explosives is strictly forbidden. All damage, injury or loss to any property referred to in the above paragraphs caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor and anyone directly or indirectly employed by them may be liable, will be remedied by the Contractor.

13.5 In emergencies affecting the safety of persons of the Work or property at the site or adjacent thereto, the Contractor without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant change in the Work or deviations from the Contract Documents caused thereby.

13.6 There will be no cost for the work described herein this section but the cost of which shall be included in the overall cost of the project.

14. CONTRACTOR’S SUPERVISION AND SUPERINTENDENCE

14.1 The Contractor will supervise and direct the Work efficiently with his best skills and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work he will carefully study and compare the Contract Documents, check and verify all figures shown thereon and all field measurements. He will report, at once, to the Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.

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14.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without consent of the Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

15. AUTHORITY AND DUTIES OF INSPECTORS

15.1 Inspectors employed by the Owner or Engineer shall be authorized to inspect all work done and material furnished. Such inspection may extend to all or any part of the work, and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and the Inspector as to the materials furnished of the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor issue instructions contrary to the Plans and/or Specifications. The Inspector shall, in no case, act as foreman or perform other duties for the Contractor or interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no circumstance be construed as binding the Owner or Engineer in any way nor releasing the Contractor from fulfillment of the terms of the Contract.

16. CHANGES IN THE WORK

16.1 The Town of Stratford may make changes and alterations in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, or by giving extensions of time for the performance of this Contract and without relieving or releasing the Contractor from any of his obligations under the Contract provisions and without affecting the validity of the guarantee bonds and without relieving or releasing the surety or sureties of said bonds. Notice of any such change, alteration, extension or forbearance to the surety or sureties of said bonds shall not be required. All such work shall be executed under the terms of the original contract unless it is necessary or expressly provided otherwise.

16.2 Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Town of Stratford authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless undertaken as aforesaid or so ordered.

16.3 If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Town of Stratford may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.
16.4 If applicable unit prices are not contained in the Agreement, the Town of Stratford shall, before ordering
the Contractor to proceed with desired changes, request an itemized proposal from him covering the work
involved in the change after which the procedure shall be as follows:

a. If the proposal is acceptable, the Town of Stratford will prepare the change order in accordance
therewith for acceptance by the Contractor, and

b. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached,
the Town of Stratford may order the Contractor to proceed with the work on a cost-plus-limited
basis. A cost-plus-limited basis is defined as the net cost of the work to the Contractor plus an
allowance to cover overhead and profit, as stipulated below, the total cost not to exceed a specified
limit. The following allowance for overhead and profit are hereby established as reasonable and
shall apply:

1. Fifteen Percent (15%) of the net extra cost of all labor furnished by the Contractor.

For all labor the Contractor shall receive the rate of wage actually paid as shown by his
certified payroll, which shall be at least the minimum rate established by the Contract
Documents. For all foremen in direct charge of the work, the Contractor shall receive
the actual wage paid the foremen, as shown on this certified payroll. No part of the
salary or expense of anyone above the grade of foreman and having general supervision
of the work, will be included in the labor item.

2. For the cost of all insurance and taxes imposed by law on labor employed on the work,
the Contractor shall receive the actual amount paid.

3. Fifteen percent (15%) of the net extra cost of all materials used by the Contractor less
any allowable discounts, delivered on the work, including delivery charges as shown by
original receipted bills.

4. Rental rates for any power operated machinery, trucks or equipment, which it may be
found necessary to use on Cost-Plus work shall be negotiated between the Engineer and
the Contractor. These rates shall be reasonable and shall be based on those prevailing in
the area where such work is to be done, and they shall be agreed upon in writing before
the work is begun. In no case shall the rental rates exceed the rates as set forth in the
most current edition of the "Rental Rate Blue Book", including all Rate Adjustment
Tables and amendments, as published by Dataquest, Inc. of San Jose, California, in
effect at the time the work is performed. Those rates shall include all repairs, fuel,
lubricants, taxes, insurance, depreciation, storage and all attachments, complete, ready to
operate, but excluding operators. Operators shall be paid as stated herein above for
labor.

No percentage for overhead and profit shall be added to the amounts of equipment rental
prices agreed upon, but the price agreed upon shall be the total compensation allowed
for use of such equipment.

GC-10
16.5 The Engineer will be responsible for the review, evaluation and documentation of any and all Change Orders that may be required. No Change Order, however, will be effective against the Town unless it has been approved by the Stratford Town Council and has been signed by the Town Engineer. The Engineer will submit to the Town a cost breakdown, as prepared by the Contractor, for any additional or changed work that is to be performed pursuant to the Change Order. This cost breakdown will include a comparison of the proposed prices and quantities of the Change Order with the original prices and quantities as bid, and an evaluation by the Engineer of the reasonableness of such Change Orders in writing for review with the Town in a complete and expeditious manner.

17. **CHANGE IN CONTRACT TIME**

17.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

17.2 The Contract Time shall be extended in an amount equal to time lost due to the delays beyond the control of the Contractor if he makes a claim therefore as provided herein. Such delays shall include, but are not restricted to, acts of neglect by any separate Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. Delays because of the utility companies proposed work shall not be considered for an extension to the contract time.

17.3 All time limits stated in the Contract Documents are of the essence of the Agreement.

18. **WARRANTY AND GUARANTEE: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

18.1 The Contractor warrants and guarantees to the Owner that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the Contract Documents and any inspection, tests or approvals referred to in Section 8. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the Contract Documents or any inspections, tests or approvals shall be given to the Contractor. All defective work, whether completed or not, may be rejected.

18.2 If required by the Engineer prior to certification of completion, the Contractor will promptly, without cost to the Owner, either correct any defective work completed or, if the work has been rejected by the Engineer, remove it from the site and replace it. If the Contractor fails to take the proper corrective measures after written notice to do so is given by the Engineer within a reasonable time, then the Owner may correct such defective work with all costs of correction paid for by the Contractor. An appropriate Change Order will also bear the expense of making good all the work destroyed or damaged by such corrective measures.

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18.3 If, after the approval of final payment and prior to expiration of one year after final payment (refer to Maintenance Bond) any defective work is found, the Contractor will promptly correct such defects in accordance with the Owner's written instructions and without cost to the Owner. If the Contractor fails to comply with such written instructions within a reasonable time, the Owner may take corrective measures at the expense of the Contractor, including compensation for additional professional services.

18.4 A maintenance bond of ten percent (10%) of the Contract Price must be furnished to the Town of Stratford prior to the execution of the final payment and will act as a warranty for a period of twelve (12) months from date of final payment.

19. APPLICATION FOR PROGRESS PAYMENTS

At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Engineer, for review, an Application for Payment filled out and signed by the Contractor covering the completed Work as of the date of application, including such other data as the Engineer may require. Materials stored on the site for future installation shall not be included in the Application for Payment.

19.1 The Contractor warrants and guarantees that title to all Work, materials and equipment included and covered by the Application for Payment will have passed to the Owner, prior to making the application, free and clear of all liens, claims, security interests and encumbrances.

19.2 The Engineer will, within ten (10) days after receipt of each application, either accept or refuse the application, indicating his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment to the Owner.

19.3 The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The retainer will be held by the Owner until the completion of the Work.

19.4 The Owner will within ten (10) days after approval pay the Contractor the due amount.

20. FINAL PAYMENT

20.1 Upon notice, verbal or written, from the Contractor that the Work is complete, the Engineer will make a final inspection of the work with the Contractor and will notify him of any defective work and the corrective measure to be taken. The Contractor shall immediately take steps to rectify any defective work.
20.2 After the Contractor has completed any such corrections to the satisfaction of the Engineer and delivered all documents as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payment. The final application for payment shall be accompanied by such supporting data as the Engineer may require, such as legally effective releases or waivers of all liens arising from the Contract Documents for labor services, material and equipment furnished thereunder.

20.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his approval of the final application for payment, the Engineer is satisfied that the Work has been completed and that the Contractor has fulfilled all his obligations under the Contract Documents, he will within ten (10) days present the Application for Payment. Otherwise, he will return the application to the Contractor, indicating his reasons for refusal in writing, in which case the Contractor will make the necessary corrections and resubmit the application.

20.4 Final Payment shall constitute one hundred percent (100%) of the contract amount, less previous payments, payable upon submission of a maintenance bond, as set forth in Section 18, which will remain in effect for the twelve (12) month warranty period.

21. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

21.1 The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress of final payment by the Engineer, nor any payment by the Owner to the Contractor under the Contract Document, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act or acceptance by the Owner nor any failure to do so, nor any correction of the Work not in accordance with the Contract Documents.

21.2 The making and acceptance of final payment shall constitute:

a. A waiver of all claims by the Contractor against the Owner other than those arising from unsettled liens, from faulty or defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents or terms of any special guarantees specified therein.

b. A waiver of all claims by the Contractor against the Owner other than those previously made in writing and unsettled.

22. INDEMNIFICATION

22.1 The Contractor shall indemnify and hold harmless the Owner, its officers, agents, servants and employees and the Engineer from and against all liability, claims, damages losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom: and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
22.2 In any or all claims against the Owner, its officers, agents, servants and employees and the Engineer by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way to any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

23. OWNER'S RIGHT TO STOP OR SUSPEND WORK

23.1 If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

23.2 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and shall fix the date on which Work is to be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or any extension of the Contract Time directly attributable to any suspension if he makes a claim therefore as provided in the General Conditions.

24. OWNER'S RIGHT TO TERMINATE

24.1 If the Contractor is adjudged to be bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficiently skilled workman or suitable material or equipment, or if he fails to make prompt payments to subcontractors for labor, material or equipment, or if he disregards laws, ordinances, rules, regulations or any orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and all material, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

24.2 While the Contractor's services may have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.
24.3 Upon written notice of seven (7) days to the Contractor, the Owner may, without cause or prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed.

25. **CONTRACTOR’S RIGHT TO STOP WORK OR TERMINATE**

25.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of a court or other public authority, or the Engineer fails to act on any Application for Payment within thirty (30) days after submission or the Owner fails to pay the Contractor any sum approved by the Engineer within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the Owner and Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a 15% profit on expenses sustained. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven (7) days notice to the Owner stop the Work until he has been paid all amounts then due.

26. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

26.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

27. **CONTRACT SECURITY**

27.1 The Contractor shall furnish a surety bond acceptable to the Owner in the amount equal to one hundred (100) percent of the Contract Price as security for the faithful performance of this Contract and for payment of all persons performing labor under this Contract and furnishing materials in connection with this Contract. The surety on such bond shall be a duly authorized surety company, satisfactory to the Owner and doing business in the State of Connecticut.

28. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

28.1 It is hereby understood and mutually agreed, by and between the Contractor and Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed. See Time for Commencement and Completion, Page SC-1 of the Special Conditions.

28.2 The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
28.3 If the Contractor shall neglect, fail or refuse to complete the Work within the time specified or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time set forth in the Contract for completing the work. See Liquidated Damages for Delay, Page SC-2.

28.4 The said amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages incurred and shall be retained from time to time by the Owner from current periodical estimates.

28.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed by the completion of any Work, the new time limit fixed by such extension shall be the essence of this Contract.

28.6 Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

a. To any preference, priority of allocation order duly issued by the Government;

b. To any unforeseeable cause beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this section.

29. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

29.1 INSURANCE: The Contractor shall purchase the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A- (IX) or better. Such insurance shall protect and indemnify the Town of Stratford from all claims which may arise out of or result from the Contractor’s obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable:

a. Commercial General Liability Insurance
   Contractor shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of $1,000,000; Personal & advertising injury limit of $1,000,000 per occurrence; General aggregate limit of $2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of $2,000,000.

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Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form. The policy shall name the Town of Stratford as an additional insured as evidenced by Insurance Services Forms CG2033 and CG2037.

b. Commercial Automobile Insurance
Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of $1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

c. Workers Compensation
Contractor shall provide worker’s compensation and employer’s liability insurance that complies with the regulations of the State of Connecticut with employers liability limits no less than $100,000 each accident by bodily injury; $100,000 each accident by disease; and a policy limit of $500,000.

d. Umbrella Liability Insurance
Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of $1,000,000 each occurrence and $3,000,000 in the aggregate which may be amended if deemed reasonable and customary by the Town of Stratford at the sole cost and expense of the Contractor.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance prior to commencement of the work, describing the coverage and providing that the insurer shall give the Town written notice at least thirty (30) days in advance of any termination, expiration or changes in coverage.

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

29.3 INDEPENDENT CONTRACTOR. All activities performed by the Contractor and its agents, employees or representatives are, for all purposes under this Agreement, performed as an independent contractor and not as an employee of the Town, and neither the Contractor nor its employees shall be entitled to any benefits to which employees of the Town are entitled including, but not limited to, worker’s compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.

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30. **WAGE RATES**

30.1 The wage rates paid on an hourly basis to any mechanic, laborer or workman employed upon the Work herein contracted to be done and the amount of contribution or payment paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-78 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the work in the same trade or occupation in the Town of Stratford in which such public works project is being constructed.

30.2 Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as a part of his wages the amount of payment or contribution for his classification in each pay day.

30.3 The wages paid to any mechanic, laborer, or workman employed on the work, herein contracted to be done, shall be at a rate customary or prevailing for the same work in the same trade or occupation in the Town of Stratford.

30.4 Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, of this project on behalf of the Town of Stratford or any of its agents at a rate of wage less than customary or prevailing for the same work in the same trade or occupation in the Town, shall be fined not more than one-hundred and fifty ($150.00) dollars for each offense and shall be subject to other penalties, obligations and fines as defined by the State of Connecticut Department of Labor.

31. **ASSIGNMENTS**

31.1 The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

32. **SEPARATE CONTRACTS**

32.1 The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

32.2 The Owner may perform additional work related to the project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.
33. **SUBCONTRACTING**

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

33.2 The Contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner.

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

33.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Contractors the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

33.5 Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

34. **ENGINEER'S AUTHORITY**

34.1 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

34.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

34.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

34.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

**COMPLIANCE WITH LOCAL ORDINANCE**

No changes in the terms, conditions or scope of contract that increase the cost of the contract shall be made without the approval of the Stratford Town Council. The contractor's attention is directed to Chapter 8, an ordinance regarding change orders. Specifically, the following sections shall be made part of this contract.
8-4 Definitions

a. Contractor means any individual or entity that performs work either as a subcontractor or contractor for the Town.

8-5 Additional Non-Contracted Work
Any contractor who does work for the Town of Stratford and needs to perform work not included in the contract for proper completion of the project must immediately inform the Engineer or the Town Engineer or his/her designee in the absence of an Engineer before work not included in the contract is commenced.

8-7 Liquidated Damages
All contracts for construction shall include a liquidated damage clause for violations of Section 8-1 of the Stratford Town Code in form and content as approved by the Town Attorney.

35. **LIQUIDATED DAMAGES CLAUSE** (Re: 8-7 above)

In the event that any changes of whatever nature whatsoever are made to or upon any public work or improvement, including but not limited to, changes in the terms, conditions, scope of the contract, or deviations from specifications therein, which are not previously approved by the Stratford Town Council or provided in Chapter 8 of the Stratford Town Code, the contractor shall be solely responsible for any and all expenses thereof and shall indemnify and hold harmless the Town from and against any claim or demand arising out of or from such damages.
SUPPLEMENTAL GENERAL CONDITIONS
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101. **GENERAL**

Where any paragraph or subparagraph of the General Conditions is supplemented by one of the following paragraphs, the provisions shall be considered as added thereto. Should any of the added paragraphs following hereinafter be in conflict with the provisions of the General Conditions, the provision of the Supplemental General Conditions shall control, unless specifically indicated herein.

102. **PROTECTION OF PERSONS AND PROPERTY**

a. The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel and shall protect from damage, included but not limited to, all buildings or other public or private structures, lawn, terraces, trees, curbs, gutters, flagging, crosswalks, water pipes, hydrants, electric light and telephone poles, water stop cocks, manholes, gas pipes, conduits and other underground appurtenances on the line of the work, and adjacent thereto, and at his own cost, repair or replace to the satisfaction of the respective owners and the Engineer, any of the aforementioned items which may become damaged or displaced at any time during the progress of the work. He shall, at his own expense, wherever necessary or required, maintain fences, install shoring, provide watchmen, maintain red lights, post danger signs warning against the hazards created by the construction work, and he shall take other such precautions as may be necessary to protect life and property, and he shall be responsible for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen.

b. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations, open excavations, underground and aboveground utilities and appurtenances and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any kind and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town of Stratford and the Engineer, its officers, agents, servants and employees, from any damages including court costs and attorneys fees, on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town of Stratford and the Engineer, its officers, agents, servants and employees may be sued, claimed against, or become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

c. Watchmen shall patrol the areas designated by the Engineer within the limits of the contract at all times when the Contractor's working crews are not present including Saturdays, Sundays and holidays, twenty-four (24) hours per day. In the designated area watchmen shall check at uniform intervals, over a specific route, site conditions, all warning lights and barricades. During inclement weather he shall diligently patrol all areas of the work and barricade any hazards discovered. The Contractor's repair crews shall correct any problems found by the watchmen or identified by the Town or the Engineer as a condition which must be corrected immediately. Following contact of the repair crew, the local police and the Resident Engineer shall be advised of the situation. Should the Contractor fail to commence repairs, within two (2) hours, the nearest available alternate (not Contractor's personnel) crew will be assigned the repair work, all costs of which will be deducted from the Contractor's next authorized partial payment.

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d. As soon as subsurface work on rights-of-way is completed, the Contractor shall fulfill his contractual obligations and restore private properties to their original conditions to the satisfaction of the owners and the Engineer. In case of failure on the part of the Contractor to restore damaged property, the Engineer may, upon forty-eight (48) hours written notice to the Contractor, proceed to have the necessary repairs, rebuilding or restoration work performed and the cost thereof may be deducted from any moneys due, or to become due the Contractor under this contract, or the Owner may deduct from any money due, or to become due the Contractor under this contract, a sum sufficient in the judgement of the Engineer to reimburse the owners of the property so damaged or injured.

e. Compensation for all costs borne by the Contractor for labor, materials, etc., required to completely provide protection to persons and property, including watchmen services, shall be included in the various unit and/or lump sum prices bid in the proposal.

103. COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement or at such other office as the Contractor may from time to time designate in writing to the Engineer, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepared to any telegraph company for transmission, in each case addressed to such office.

Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same was dropped in United States Mail with sufficient postage, or in the case of telegrams, at the time actual receipt as the case may be.

104. CORRECTION OF WORK

The inspection and/or approval of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed and defective work shall be made good and unsuitable materials shall be rejected notwithstanding that such work and materials have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer. Nothing in this contract shall be construed as vesting in the contractor any right or property in the materials used after they have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

105. WARRANTY OF TITLE

Materials, supplies, or equipment purchased for the work shall not be subjected to any chattel mortgage or under a conditional sale or other agreements by which interest therein or in any part thereof is retained by the seller, supplier or any other person excepting only the Contractor. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and
upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Town of Stratford free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material, or labor for any work covered by this contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contract in the hands of the Town of Stratford. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal contract is entered into for such materials.

106. **PROGRESS OF WORK**

In general, work shall be continued and prosecuted throughout the term of the Contract, including the winter season. The Contractor will be expected to keep working whenever possible. The Engineer will determine when conditions are unfavorable for work, or for any portion thereof and may order that the work be suspended on any part or all portions of the Contract whenever, in his opinion, the conditions are not such that will insure first-class work.

107. **CONSTRUCTION EQUIPMENT**

Prior to the start of the work, the Contractor shall submit to the Engineer, for his approval, a "Schedule of Equipment" stating the type and number of pieces of equipment to be used on the job. All equipment to be used on the Town streets shall be equipped with rubber tires unless that road is to be overlaid or reconstructed. The use of equipment without rubber ties shall be by written approval and under the direction of the Engineer.

108. **PUBLIC UTILITIES**

The Contractor’s attention is called to the fact that he is obligated by State law to notify the Public Utilities Control Authority (Phone No. 1-800-922-4455) 72 hours prior to beginning any digging. This “Call Before You Dig” system will assure that each utility will have marked its line in the field before any digging activity commences.

The actual location of utilities shall be determined by the Contractor. The information shown on the Contract Plans is only for information and convenience of the Contractor and is in no way warranted to indicate the true conditions.

The Contractor shall inquire of the utility companies and the Town as to their mains, conduits, services and service laterals in and adjacent to the area under construction. The costs of such locations, and any costs for connections or disconnections, shall be paid by the Contractor unless otherwise specified.

The Contractor shall, without expense to the Town of Stratford and to the satisfaction of the Engineer, do everything necessary to support, protect and maintain all pipes, conduits, sewers, drains, wires, poles or fixtures of all kinds in line of the work or adjacent thereto, and all fences, buildings or other structures which might be damaged by the work herein contemplated. The Contractor shall give at least forth-eight (48) hours notice, before breaking ground, to the owners of the structures, pipes or wire conduits that may be affected by his operations and shall not cause any hindrance to or interference with
any such owners or their agents in protecting or repairing their property should they wish to do so, but will require them to take all such measures as they may deem necessary for said purposes. The Contractor shall protect water pipes from freezing during cold weather.

The Contractor shall take proper steps to protect the main lines of public utilities in the immediate vicinity of the work when endangered by the operations of the Contractor, and, if the Contractor fails to take adequate provisions to protect such lines or structures, the Engineer may employ others to perform protective work, as may be reasonably needed, at the Contractor's expense.

109. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Town of Stratford for any additional information not already in his possession, which should be furnished by the Town of Stratford under the terms of this contract, and which he will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at the time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in this work or to others arising from his failure to comply with the provisions in this section.

110. INSPECTION

a. All materials and workmanship will be subject to inspection, examination or test by the Town of Stratford and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Town of Stratford may by contract or otherwise, have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor without prejudice to any other rights or remedies of the Town of Stratford.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 112 - SAMPLE, CERTIFICATES AND TESTS).

c. The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer, the Contract shall uncover for inspection and recover such facilities all at his own expense when so requested by the Engineer.

d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity

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justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specification shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, of (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as whole or in part will be made at each project site.

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Town of Stratford or its agents shall relieve the Contractor of his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

111. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles to be incorporated in the work shall be new and the best grade of the respective kinds for the purpose. The Engineer shall decide whether such workmanship, equipment, material and articles to be incorporated in the work are new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. The Contractor shall furnish to the Town of Stratford for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance, characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 112 - SAMPLES, CERTIFICATES AND TESTS.) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

c. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Advertisement for Bids, except as such specific standards are limited or modified in such reference in regard to type, class or grade. The standard referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

d. In addition to the requirements of the General Specifications, prior to the start of the work, the Contractor shall notify the Engineer in writing of his anticipated sources of all materials proposed to be incorporated into the work. The Contractor shall further notify the Engineer in writing of any change in his source or anticipated source of materials.

112. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples
or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general and shall not constitute a waiver of the Town of Stratford's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable. If the aforementioned materials, equipment or accessories are caused to be removed or replaced by the Engineer, the cost of such removal or replacement shall not be considered cause for a change in the contract price or for extension of the contract time. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1. The Contractor shall furnish without extra cost, including packing and delivery charges to a testing laboratory designated by the Engineer, all samples required by the Engineer for testing purposes. The material to be tested shall be included but not be limited to offsite material for backfill, bituminous concrete, concrete for pavement, lean concrete, etc.

2. The Contractor shall assume all costs of retesting materials which fail to meet contract requirements.

3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

4. The Town will assume the cost of the initial testing on the material as required by the Engineer.

113. **PARTIAL USE OF SITE IMPROVEMENTS**

The Engineer, at his election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in his opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

a. The use of such sections of the improvements shall in no way impede the completion of the
remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section 18 under GENERAL CONDITIONS, shall not begin to run until the date of the final payment of all work which the Contractor is required to construct under this Contract.

114. FIRES

Open burning of trash, debris, etc., shall not be permitted on the Project Site.

115. BLASTING AND EXPLOSIVES

The use of explosives is strictly forbidden on this project.

116. DEWATERING

The Contractor’s operations shall conform to the applicable sections of Form 817 and the cost of dewatering shall be included in all the various contract items.

117. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the Town of Stratford. Drinking water will be provided from an approved source, so piped or transported as to keep it safe and fresh served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

118. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed by the Engineer during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public right-of-way in a neat and clean condition. Trash burning on the site of the work will not be allowed.

Stumps and large pieces of wood will be disposed of by the Contractor at some legal disposal site. No separate payment will be made for this removal, clean up, and disposal and costs shall be included in the applicable contract unit prices.

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119. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involved extra cost or extension of time, he shall, within ten (10) days after the receipt of such instruction, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Town of Stratford and the Engineer, stating clearly and in detail the basis of his objections. No such claims will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result in handling more material or performing more work, than would be reasonably estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps will at once be reported to the Engineer and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Engineer.

d. If, on this basis of available evidence, the Engineer determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided in Section 16 - CHANGES IN THE WORK under GENERAL CONDITIONS.

e. During the progress of the work, if the Contractor encounters at the site (1) subsurface or latent physical conditions differing materially from those indicated in the Contract, or (2) unknown physical conditions differing materially from those inherent in the work of the character provided for in this Contract, he shall promptly and before such conditions are disturbed, notify the Engineer in writing. The Engineer shall thereupon investigate such conditions and if he finds that they do materially differ, he shall cause such changes to be made in the Specifications and Drawings as may be deemed necessary, and shall make such equitable adjustment in the Contract Price or time as is justified, if any, by written order, as provided in the Section 16 - CHANGES IN THE WORK under GENERAL CONDITIONS. No claim of the Contractor for adjustment hereunder shall be allowed unless he has given notice as above required.

120. DISPUTES

a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Town of Stratford and the Engineer for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Town of Stratford and the Engineer of Notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Town of SGC-9
Stratford will be in writing and will be mailed to the Contractor by registered mail, return receipt requested. The Town of Stratford’s decision will be final and binding upon the parties, unless clearly arbitrary and capricious.

121. **FINAL INSPECTION**

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Engineer in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection. If the Engineer determines that the status of the improvements is as represented, he will make arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will include representatives of the Town of Stratford and the Engineer.

122. **DEDUCTION FOR UNCORRECTED WORK**

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute.

123. **MINIMUM WAGE FOR POLICE**

Any police officer, reserve, special or otherwise, employed by the Contractor, shall be paid the wage rate set by the Stratford Police Department. All costs for employing same shall be paid by the Contractor whether or not their use is directed by the Owner of the municipality or at the Contractor's option.

124. **OVERTIME**

No night, Saturday, Sunday or holiday work requiring the presence of an Engineer, Inspector or observer will be permitted, except in case of emergency and then only to such an extent as is absolutely necessary and with written permission of the Engineer.

The standard work day for this project shall be eight (8) hours and the standard work week shall be forty (40) hours. In the event the Contractor wishes to extend these hours, he may do so only with the written permission of the Engineer. The Contractor shall be required to pay to the Town of Stratford the difference between the standard hourly rate and the overtime hourly rate for an inspector and/or Engineer for those hours of work over eight (8) per day and forty (40) per week.

The calendar days allowed for this project have been based upon a forty (40) hour work week. The calendar days allowed shall be decreased proportionally for those hours worked beyond the normal forty (40) hour work week.

125. **ARCHEOLOGICAL FINDS**

During the life of the Contract, the Contractor is herewith required to immediately notify the following:

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persons and organizations in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire cracked stones" or "stone flaking material" or any other such related items of historical significance are discovered:

a. Town Engineer.

b. Local Historical Society by official name.

c. Connecticut Historical Commissioner.

d. Resident Engineer or Inspector.

126. **COMPENSATION**

Unless otherwise specified, all items of cost required to fulfill the general terms and conditions of the contract shall be included in the price or prices put to bid in the proposal for the contract upon which a bid is being submitted.

127. **WAGE RATES**

Wage rates, establishing minimum rates, issued by the Connecticut Labor Department on a copy of which is attached is hereby made a part of this contract.

128. **STATE OF CONNECTICUT PUBLIC ACT 86-87**

All contractors are required to conform to Public Act 86-87, "An Act Concerning Worker's Compensation Insurance Requirements for Contractors on Public Works Projects and State Licenses", as approved on October 1, 1986.

CITY OF STRATFORD, CONNECTICUT

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PUBLIC ACT 86-87 CONFORMANCE FORM

I, ____________________________________________ of __________________________

Oficer, Owner, Authorized Rep. Company Name

dohereby certify that the
_____________________________ and all of its

subcontractors conform to all requirements of the State of Connecticut Public Act 86-87 "An act concerning worker's compensation insurance requirements for contractors on public works projects and state licenses".

______________________________

Signed

Subscribed and sworn to before me this ____________________________ day of

______________________________, 20__.

______________________________

Notary Public
129. **EQUAL EMPLOYMENT OPPORTUNITY**

a. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation 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, the State of Connecticut or the Town of Stratford.

The aforesaid provision shall include, but not be limited to, the following: Advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges or employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

b. The contractor shall hereafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its nondiscrimination requirements.

c. In all pre-contractual contacts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this contract.

d. Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state, and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

130. **GROUND WATER**

The ground water elevation has not been determined. The Contractor should base his bid on the assumptions that the ground water conditions will be high throughout the limits of the project and he must dewater all trenches.
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SPECIAL CONDITIONS

TIME FOR COMMENCEMENT AND COMPLETION

The Contractor shall commence the work under this contract with fifteen (15) days of date of the Notice to Proceed issued by the Town Engineer and shall fully complete all the work stipulated in these Contract Documents within 120 consecutive calendar days (excluding the winter shutdown period) after the date of the Notice to Proceed.

SEQUENCE OF OPERATIONS

The Contractor shall, at all times, employ sufficient labor and equipment to facilitate construction and to insure that the project is completed on or before the time specified in Section “Time for Commencement and Completion”.

All times will be computed from the commencement date as stipulated in Section “Time for Commencement and Completion” of these Contract Specifications.

Contractor is responsible for all necessary permits; including, but not limited to, road opening, sidewalks, curbs, ConnDOT Construction, etc.

Permits are required from ConnDOT for work along Main St. RTE 113, Ferry Blvd RTE 113, and Stratford Ave RTE 130.

LIQUIDATED DAMAGES FOR DELAY

The Contractor guarantees that he can and will complete the work within the time limit stated in the Contract Documents or within the time as extended and provided elsewhere in the Contract Documents. In as much as the damages and loss to the Town, which will result from the failure of the Contractor to complete the work within the stipulated time, will be most difficult or impossible to accurately assess, the damages to the Town for such delay and failure on the part of the Contractor shall be liquidated in the sum of Fifteen Hundred Dollars ($1,500.) for each calendar day (Sunday and Holidays included) by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The Town will deduct and retain out of any money due or to become due hereunder, the amount of the liquidated damages, and in case those amounts are less than the amount of liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the Town.

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SANITARY SEWER LINING PROJECT WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD, (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD.
TOWN OF STRATFORD, CONNECTICUT

SPECIAL CONDITIONS

COMPLIANCE WITH LOCAL ORDINANCE

Pursuant to Section 8-1 of Chapter 8 of the Town Code, no changes in terms, conditions or scope of contract that increase the cost of the contract shall be made without the approval to the Stratford Town Council except that the Mayor shall have the authority to approve a change order provided that the cost does not exceed $5,000 and that it is in the best interest of the Town to avoid delay of the approval of the requested change. The contractor’s attention is directed to the entire Chapter 8 of the code, an ordinance regarding change orders. Specifically, the following sections of this ordinance shall be made part of this contract.

8-4 Definitions

b. Contractor means any individual or entity that performs work either as a subcontractor or contractor for the Town.

8-5 Additional Non-Contracted Work

Any contractor who does work for the Town of Stratford and needs to perform work not included in the contract for proper completion of the project must immediately inform the project Architect or the Town Engineer or his/her designee in the absence of an architect before work not included in the contract is commenced.

8-7 Liquidated Damages

All contracts for construction shall include a liquidated damage clause for violations of Section 8-1 of the Stratford Town Code in form and content as approved by the Town Attorney.

LIQUIDATED DAMAGES CLAUSE (Re: 8-7 above)

In the event that any changes of whatever nature whatsoever are made to or upon any public work or improvement, including but not limited to, changes in the terms, conditions, scope of the contract, or deviations from specifications therein, which are not previously approved by the Stratford Town Council or provided in Chapter 8 of the Stratford Town Code, the contractor shall be solely responsible for any and all expenses thereof and shall indemnify and hold harmless the Town from and against any claim or demand arising out of or from such damages.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the Town of Stratford from any and all claims or demands for damages or injuries to either person or property which arises out of the performance of this contract.
SANITARY SEWER LINING PROJECT WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD TOWN OF STRATFORD, CONNECTICUT

SPECIAL CONDITIONS

301. PROJECT SITE

The project is located at WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD shown on the plan in the Town of Stratford, Connecticut.

302. CONTRACTING AUTHORITY

The Contracting Authority for the purpose of this Contract shall be the Engineering Department, Town of Stratford.

303. SEQUENCE OF OPERATIONS

The Contractor shall, at all times, employ sufficient labor and equipment to facilitate construction and to insure that the project is completed on or before the time specified in Page SC-2 - "TIME FOR COMMENCEMENT AND COMPLETION". This specified time includes all coordination and any delay time caused by the utility companies' proposed work.

The limits of construction are subject to modification at any time.

All times will be computed from the commencement date as stipulated in Page SC-2 - "TIME FOR COMMENCEMENT AND COMPLETION", of these Contract Specifications.

Sequence shall be developed in such a manner as to maintain access to adjacent properties at all times.

304. WATER POLLUTION ABATEMENT

Under no circumstances shall the Contractor allow sanitary sewage to be discharged into any storm sewer, river, brook, stream, creek, or storm ditch. A complete plan of the procedure for maintaining flow shall be submitted to the Engineer and other Local, State or Federal Agencies as required for review and approval prior to commencing construction of sanitary sewers which require the maintenance of flow of sanitary sewage. Approval of the procedure shall in no way relieve the Contractor of his responsibilities for compliance with the specifications. In case of the failure of any component of the sewage system, the Contractor shall take immediate action to insure that sanitary sewage does not discharge into any storm ditch. These immediate actions shall include whatever labor (including overtime), materials and equipment as may be required and all work shall be done at no cost to the Town.

If no action is taken within four (4) hours of discovery or notifications that the sewerage system has failed or is any way defective, the Town may proceed with corrective work and deduct whatever costs are incurred from future payments to the Contractor.
305. TRAFFIC AND CONSTRUCTION

The Contractor shall maintain and protect traffic in accordance with Form 817 Section 9.71 - MAINTENANCE AND PROTECTION OF TRAFFIC and Section 9.70 - TRAFFICMEN, of the Contract Specifications and with the following additional requirements:

a. Where referred to herein, "Normal Work Hours" are to be 7:30 a.m. to 4:00 p.m., Monday through Friday only, unless otherwise specified.

b. At no time shall work occur outside Normal Work Hours or Holidays on any portion of this project without prior written approval from the Town Engineer for such work.

c. Prior to construction the Contractor shall submit for approval a plan describing the areas where traffic will be disturbed and the Contractor's method of controlling and protecting the traffic at each location.

d. During Normal Work Hours the Contractor shall maintain minimum travel lanes.

e. Detouring of traffic shall be done according to the Manual on Uniform Traffic Control Devices and in accordance with Connecticut Department of Transportation standards for State Roadways.

f. Alternating one way traffic operations will be allowed only where approved by the Town of Stratford and the Engineer.

g. The Contractor shall maintain access to all driveways.

h. Prior to the commencement of any activity which will require Town Police, the Contractor shall notify the Town of Stratford Department of Police Services and request an off-duty police officer to act as a trafficman. When Town police officers are required, the Contractor shall call the week before to set up time for the following week, and then call each morning to verify that police will be sent for that day. The Contractor shall not be paid at the contract unit price per man hour under the heading "Trafficperson (Municipal Police Officer)".

i. The work necessary to achieve the above conditions will be paid for according to Section 9.71 – MAINTENANCE AND PROTECTION OF TRAFFIC and Section 9.70 – TRAFFICMEN of the Standard Specifications Form 817.

Note that the price for “Maintenance and Protection of Traffic” shall include all costs for labor, equipment and services involved in the erection, maintenance, moving, adjusting, relocating and storing of all traffic control devices such as signs, barricades, cones, drums, flashers and markings.

j. Vehicular and pedestrian access to buildings and residences must be maintained at all times.
306. **PUBLIC RIGHTS-OF-WAY**

All public rights-of-way beyond the limits of work shall be restored to the original condition existing prior to construction was started. The Contractor shall confine all of his operations to within the public rights-of-way areas unless otherwise directed. The Town of Stratford will make no additional payment to the Contractor for any work required to restore the public rights-of-way, beyond the Limit of Work, to their original conditions.

307. **EXISTING SERVICE LATERALS**

307.1 **GENERAL**

All existing gas, water, electric, telephone and cable TV service laterals which are disrupted for any reason (except conflicts) in the course of completing the work shall be relayed, reconnected, replaced and/or relocated in kind by the Contractor or the utility company at no cost to the Town.

Any lawn areas, sidewalks, curbs, or other areas which have been disturbed or damaged during construction shall be restored to original conditions by the Contractor at no cost to the Town.

Once any service to any building is disrupted, the Contractor shall work continuously until service is restored. This includes working beyond the normal work day, if required.

307.2 **GAS SERVICE LATERALS**

The Southern Connecticut Gas Company shall make all repairs, replacements and/or relocation of gas service laterals; however, the Contractor is responsible for reporting damage to the laterals or conflicts with the new sewer to the Gas Company and the Contractor will be charged by the Gas Company for the repair, relocation or replacement work. No additional payment will be allowed to the Contractor for repair, relocation or replacement of gas service laterals to be performed by the Gas Company and charged to the Contractor (except for conflicts).

307.3 **WATER SERVICE LATERALS**

The Contractor shall be responsible for the repair, replacement, and/or relocation of water service and fire service laterals in accordance with the requirements of the Aquarion Water Company rules and regulations currently in effect.

Once the water or fire service to any building is disrupted, the Contractor shall work continuously until the service is restored. This includes working beyond the normal work day, if required. The Contractor shall notify the Service Department of the Water Company of all services adjusted or relocated so they may inspect the work.

No additional payment will be made for repairing, replacing, relocating or reconnecting water service laterals.

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307.4 ELECTRIC AND TELEPHONE AND T.V. LATERALS

The Contractor shall be responsible for the repair, replacement and/or relocation of these service laterals in accordance with the requirements of the applicable utility company, the current codes and as approved by the Engineer. This work will be performed at no cost to the Town.

308. EXISTING SIDEWALK AND CURBING

Any existing sidewalk or curbing which is removed or damaged due to any of the Contractor's operations and which is not scheduled to be replaced shall be replaced by the Contractor with sidewalk and/or curbing in kind and all costs involved in this work shall be included in the various contract unit prices and no additional costs shall be incurred for this work by the Town. This work will be performed at no cost to the Town.

309. EXISTING SEWERS AND BRIDGES (STORM AND SANITARY)

The Contractor shall be responsible for maintaining and protecting all existing storm and sanitary sewers, service laterals, bridges, catch basins and manholes encountered in the work under this Contract.

The Contractor shall save the Town of Stratford and STV Incorporated harmless and shall be solely responsible for any liabilities or damages arising from his work near, under or through existing storm and sanitary sewers, service laterals, bridges and appurtenances. The Contractor shall repair and replace, as required by the Engineer, any existing sewers, bridges, catch basins and manholes damaged as a result of his work.

There will be no payment by the Town for work covered in this section unless authorized in writing by the Engineer. The Contractor shall schedule his operations so as to insure and maintain the uninterrupted flow in existing storm and sanitary sewers at all times.

310. DUST CONTROL

In addition to the requirements for traffic under Section 118 of the Supplemental General Conditions, the Contractor shall be responsible for controlling dust from his operations and, when ordered by the Engineer, shall use calcium chloride for dust control per section 9.42 of form 817.

311. RESTORATION OF PROPERTY

No materials or equipment shall be allowed on private property including driveway aprons and sidewalks within the Town's or State’s right-of-way at any time. The Contractor shall be responsible for any damage incidental to the removal and reconstruction operations. All property shall be restored to a condition similar to that which existed before operations started.

The Contractor's attention is called to the fact that no additional payment for this work shall be made. All costs for this work, including labor, materials and equipment shall be considered to be included in the various items included in the bid.
312. **LIGHTING**

Existing roadway lighting must be maintained at all times.

313. **PROTECTION OF TREES AND SHRUBS**

a. Existing trees and shrubs shall be retained as far as possible or as designated by the Engineer. No trees and shrubs shall be removed without written approval by the Town of Stratford Tree Warden. No trees shall be used as derrick stays or other fastening. If any trees or shrubs shall be severely injured by mechanical means and do not survive, the Contractor shall remove and dispose of each such tree or shrub and replace it with a healthy tree or shrub of the same species and equivalent height and diameter, all as approved by the Owner.

b. Trees and shrubs to remain shall be protected from damage and, where necessary, adequate wooden barricades shall be constructed around trees to prevent damage from machine operations. If soil over roots or trees to remain becomes compacted, it shall be restored by proper cultivation to a condition which will permit adequate aeration of the soil. Materials shall not be stored near trees designated to remain in a manner which will cause damage to the trees.

c. Any tree required to be removed must be posted by the Town of Stratford Tree Warden at least ten (10) days prior to removal. Tree Warden may be contacted at the Conservation Department (Phone No. 203-385-4080).

d. Where trees, shrubs, branches, and roots are removed, they shall be disposed of by the Contractor. Burning will not be permitted unless prior permission in writing is obtained from Town authorities having jurisdiction and, if permitted, shall be subject to all rules, regulations, and precautions applicable thereto.

e. Where trees and/or shrubs are required to be replaced, repaired, restored, or treated, such work shall be carried out by or under the direction of a qualified tree surgeon or nurseryman acceptable to the Owner. Upon completion and before final acceptance of the work, the tree surgeon or nurseryman shall submit a certificate to the Engineer certifying that the work has been properly performed by him or under his direction. There is no separate pay item for this work; it is included in the prices bid for all other contract items.

314. **WORK ON STATE AND TOWN ROADS**

a. All work along and across State and Town roads shall be carried out in accordance with the requirements of the public authorities having jurisdiction over such roads. It shall be the responsibility of the Contractor to ascertain such requirements and to comply with all applicable laws, ordinances, regulations, etc. pertaining to the work. The Contractor shall, at his own expense, procure all required permits and licenses and pay all required fees, deposits, etc. which may be required by the authorities having jurisdiction. All town permits must be obtained by the Contractor, but the fee for those town permits will be waived.
b. If any part of the requirements described in these specifications or indicated on the drawings are in conflict with the requirements of the public authority having jurisdiction over the work described or indicated, then the public authority's requirements shall take precedence. However, where these specifications and drawings require better materials, methods or workmanship which are also acceptable to the public authority having jurisdiction, then these specifications and drawings shall govern.

315. USE OF PREMISES AND REMOVAL OF DEBRIS

a. The Contractor expressly undertakes at his own expense:

1) To take every precaution against injuries to persons or damage to property;

2) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors. Contractor's personnel and equipment shall not be allowed upon nor materials stored upon any private property without the prior written permission of the Owner of the property. Existing improvements removed, disturbed, damaged or altered as a result of the work of this Contract shall be restored by the Contractor;

3) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

4) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operation, and at all times the site of the work shall present a neat, orderly and workmanlike appearance;

5) Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

6) To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

b. If the Contractor fails within 48 hours written notice from the Engineer to remove rubbish, scrap materials and debris, repair and/or restore damaged existing improvements caused by his operations, the Engineer or Owner may have the work done by others and all costs thereof will be deducted from monies due or about to become due to the Contractor.

316. PAYMENT
Except where otherwise specifically stated, no separate or additional payment will be made for conformance with any of the provisions of these Special Conditions, and all costs in connection therewith shall be deemed to be included in the appropriate prices stated in the Bid Proposal for the Contract upon which bid is being submitted.

317. PROJECT SIGN
The project sign will be furnished and erected by the Town.
318. **COORDINATION WITH AIRPORT**

The contractor shall coordinate easement access directly with the Sikorsky airport. The airport will need brief meeting prior to work on easement and discuss a few airport regulations and coordinate gate access at the Civil Air Patrol and possible to schedule an Operations person for escort.

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

<table>
<thead>
<tr>
<th>Project Number:</th>
<th>Project Town:</th>
<th>State Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Stratford</td>
<td></td>
</tr>
</tbody>
</table>

**Project:** Sanitary Sewer Lining Project

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Hourly Rate</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Boilermaker</td>
<td>33.79</td>
<td>34% + 8.96</td>
</tr>
<tr>
<td>1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons</td>
<td>34.72</td>
<td>32.15</td>
</tr>
<tr>
<td>2) Carpenters, Piledrivermen</td>
<td>33.53</td>
<td>25.66</td>
</tr>
<tr>
<td>2a) Diver Tenders</td>
<td>33.53</td>
<td>25.66</td>
</tr>
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<td>---</td>
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<td></td>
</tr>
<tr>
<td>3) Divers</td>
<td>41.99</td>
<td>25.66</td>
</tr>
<tr>
<td>03a) Millwrights</td>
<td>34.04</td>
<td>26.09</td>
</tr>
<tr>
<td>4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray</td>
<td>51.00</td>
<td>21.80</td>
</tr>
<tr>
<td>4a) Painters: Brush and Roller</td>
<td>34.62</td>
<td>21.80</td>
</tr>
<tr>
<td>4b) Painters: Spray Only</td>
<td>36.62</td>
<td>21.80</td>
</tr>
<tr>
<td>4c) Painters: Steel Only</td>
<td>35.62</td>
<td>21.80</td>
</tr>
<tr>
<td>4d) Painters: Blast and Spray</td>
<td>37.62</td>
<td>21.80</td>
</tr>
</tbody>
</table>
Project: Sanitary Sewer Lining Project

4e) Painters: Tanks, Tower and Swing

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<thead>
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<tr>
<td></td>
<td>36.62</td>
</tr>
<tr>
<td></td>
<td>21.80</td>
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</tbody>
</table>

5) Electrician (Trade License required: E-1,2  L-5,6  C-5,6  T-1,2  L-1,2  V-1,2,7,8,9)

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<table>
<thead>
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<tbody>
<tr>
<td></td>
<td>39.62</td>
</tr>
<tr>
<td></td>
<td>27.25+3% of gross wage</td>
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</tbody>
</table>

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td>36.67</td>
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<tr>
<td></td>
<td>35.77 + a</td>
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</tbody>
</table>

7) Plumbers (Trade License required: P-1,2,6,7,8,9  J-1,2,3,4  SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8  B-1,2,3,4  D-1,2,3,4 G-1, G-2, G-8, G-9)

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<tbody>
<tr>
<td></td>
<td>43.62</td>
</tr>
<tr>
<td></td>
<td>32.06</td>
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</tbody>
</table>

----LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist

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<table>
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<tbody>
<tr>
<td></td>
<td>30.75</td>
</tr>
<tr>
<td></td>
<td>20.84</td>
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</tbody>
</table>

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen

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<tbody>
<tr>
<td></td>
<td>31.00</td>
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<tr>
<td></td>
<td>20.84</td>
</tr>
</tbody>
</table>
Project: Sanitary Sewer Lining Project

10) Group 3: Pipelayers

11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators

12) Group 5: Toxic waste removal (non-mechanical systems)

13) Group 6: Blasters

Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)

Group 8: Traffic control signalmen

Group 9: Hydraulic Drills
Project: Sanitary Sewer Lining Project

---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---

<table>
<thead>
<tr>
<th>13a)</th>
<th>Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft &amp; Tunnel Steel &amp; Rodmen, Shield &amp; Erector, Arm Operator, Cable Tenders</th>
<th>32.98</th>
<th>20.84 + a</th>
</tr>
</thead>
<tbody>
<tr>
<td>13b)</td>
<td>Brakemen, Trackmen</td>
<td>32.01</td>
<td>20.84 + a</td>
</tr>
</tbody>
</table>

---CLEANING, CONCRETE AND CAULKING TUNNEL---

<table>
<thead>
<tr>
<th>14)</th>
<th>Concrete Workers, Form Movers, and Strippers</th>
<th>32.01</th>
<th>20.84 + a</th>
</tr>
</thead>
<tbody>
<tr>
<td>15)</td>
<td>Form Erectors</td>
<td>32.34</td>
<td>20.84 + a</td>
</tr>
</tbody>
</table>

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:---

As of: Wednesday, November 20, 2019
### Sanitary Sewer Lining Project

<table>
<thead>
<tr>
<th>No.</th>
<th>Job Description</th>
<th>Rate</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>16)</td>
<td>Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers</td>
<td>32.01</td>
<td></td>
</tr>
<tr>
<td>17)</td>
<td>Laborers Topside, Cage Tenders, Bellman</td>
<td>31.90</td>
<td></td>
</tr>
<tr>
<td>18)</td>
<td>Miners</td>
<td>32.98</td>
<td></td>
</tr>
<tr>
<td>18a)</td>
<td>Blaster</td>
<td>39.47</td>
<td></td>
</tr>
<tr>
<td>19)</td>
<td>Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders</td>
<td>39.27</td>
<td></td>
</tr>
<tr>
<td>20)</td>
<td>Change House Attendants, Powder Watchmen, Top on Iron Bolts</td>
<td>37.29</td>
<td></td>
</tr>
</tbody>
</table>

---

**TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:**

As of: Wednesday, November 20, 2019
Project: Sanitary Sewer Lining Project

21) Mucking Machine Operator

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mucking Machine Operator</td>
<td>40.06</td>
<td>20.84 + a</td>
</tr>
</tbody>
</table>

----TRUCK DRIVERS----(*see note below)

Two axle trucks

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two axle trucks</td>
<td>29.51</td>
<td>24.52 + a</td>
</tr>
</tbody>
</table>

Three axle trucks; two axle ready mix

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three axle trucks; two axle ready mix</td>
<td>29.62</td>
<td>24.52 + a</td>
</tr>
</tbody>
</table>

Three axle ready mix

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three axle ready mix</td>
<td>29.67</td>
<td>24.52 + a</td>
</tr>
</tbody>
</table>

Four axle trucks, heavy duty trailer (up to 40 tons)

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four axle trucks, heavy duty trailer (up to 40 tons)</td>
<td>29.72</td>
<td>24.52 + a</td>
</tr>
</tbody>
</table>

Four axle ready-mix

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four axle ready-mix</td>
<td>29.77</td>
<td>24.52 + a</td>
</tr>
</tbody>
</table>

As of: Wednesday, November 20, 2019
Project: Sanitary Sewer Lining Project

Heavy duty trailer (40 tons and over) 29.98 24.52 + a

Specialized earth moving equipment other than conventional type on-the-road trucks and semi-trailer (including Euclids) 29.77 24.52 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required) 40.97 24.80 + a

Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver ($3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required) 40.64 24.80 + a

Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required) 39.88 24.80 + a

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper) 39.48 24.80 + a

As of: Wednesday, November 20, 2019
<table>
<thead>
<tr>
<th>Group</th>
<th>Equipment Description</th>
<th>Rate</th>
<th>Individual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24&quot; Mandrell)</td>
<td>38.87</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>5</td>
<td>Side Boom; Combination Hoe and Loader; Directional Driller.</td>
<td>38.87</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>6</td>
<td>Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).</td>
<td>38.55</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>7</td>
<td>Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24&quot; and Under Mandrel).</td>
<td>38.20</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>8</td>
<td>Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.</td>
<td>37.79</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>9</td>
<td>Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).</td>
<td>37.34</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>10</td>
<td>Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.</td>
<td>35.24</td>
<td>24.80 + a</td>
</tr>
</tbody>
</table>

As of: Wednesday, November 20, 2019
Project: Sanitary Sewer Lining Project

<table>
<thead>
<tr>
<th>Group</th>
<th>Job Description</th>
<th>Hours</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 11</td>
<td>Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.</td>
<td>35.24</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 12</td>
<td>Wellpoint Operator.</td>
<td>35.18</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 13</td>
<td>Compressor Battery Operator.</td>
<td>34.58</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 14</td>
<td>Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).</td>
<td>33.41</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 15</td>
<td>Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.</td>
<td>32.99</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 16</td>
<td>Maintenance Engineer/Oiler</td>
<td>32.32</td>
<td>24.80 + a</td>
</tr>
<tr>
<td>Group 17</td>
<td>Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.</td>
<td>36.76</td>
<td>24.80 + a</td>
</tr>
</tbody>
</table>

As of: Wednesday, November 20, 2019
**Project:** Sanitary Sewer Lining Project

**Group 18:** Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).

34.26  24.80 + a

**NOTE:** SEE BELOW

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>20) Lineman, Cable Splicer, Technician</td>
<td>48.19 6.5% + 22.00</td>
</tr>
<tr>
<td>21) Heavy Equipment Operator</td>
<td>42.26 6.5% + 19.88</td>
</tr>
<tr>
<td>22) Equipment Operator, Tractor Trailer Driver, Material Men</td>
<td>40.96 6.5% + 19.21</td>
</tr>
<tr>
<td>23) Driver Groundmen</td>
<td>26.50 6.5% + 9.00</td>
</tr>
</tbody>
</table>

*As of:* Wednesday, November 20, 2019
**Project:** Sanitary Sewer Lining Project

23a) Truck Driver

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<tbody>
<tr>
<td></td>
<td></td>
<td>40.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.5% + 17.76</td>
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</tbody>
</table>

----LINE CONSTRUCTION----

24) Driver Groundmen

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<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>30.92</td>
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<tr>
<td></td>
<td></td>
<td>6.5% + 9.70</td>
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</tbody>
</table>

25) Groundmen

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<tr>
<td></td>
<td></td>
<td>22.67</td>
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<tr>
<td></td>
<td></td>
<td>6.5% + 6.20</td>
</tr>
</tbody>
</table>

26) Heavy Equipment Operators

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<tr>
<th></th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>37.10</td>
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<td>6.5% + 10.70</td>
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</table>

27) Linemen, Cable Splicers, Dynamite Men

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<td>6.5% + 12.20</td>
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</table>

28) Material Men, Tractor Trailer Drivers, Equipment Operators

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<td>35.04</td>
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<td>6.5% + 10.45</td>
</tr>
</tbody>
</table>

**As of:** Wednesday, November 20, 2019
Project: Sanitary Sewer Lining Project

1) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

Welders: Rate for craft to which welding is incidental.

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

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra $4.00 premium in addition to the hourly wage rate and benefit contributions:

1) **Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)**
2) **Cranes (100 ton rate capacity and over) Bauer Drill/Caisson**
3) **Cranes (under 100 ton rated capacity)**
   - Crane with 150 ft. boom (including jib) - $1.50 extra
   - Crane with 200 ft. boom (including jib) - $2.50 extra
   - Crane with 250 ft. boom (including jib) - $5.00 extra
   - Crane with 300 ft. boom (including jib) - $7.00 extra
   - Crane with 400 ft. boom (including jib) - $10.00 extra

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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

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

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

As of: Wednesday, November 20, 2019
Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

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

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

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

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

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.
SPECIAL PROVISIONS
SANITARY SEWER LINING PROJECT WALNUT STREET / AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113), MAIN STREET, STRATFORD AVENUE / LINES PLACE, PARKWAY DRIVE AND HUNTINGTON ROAD.

SPECIAL PROVISIONS

INDEX

NOTICE TO CONTRACTOR – NCHRP REPORT 350 REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL DEVICES

ITEM # 1A - FURNISH AND INSTALL 8” LINER IN 8” SANITARY SEWER

ITEM # 2A - FURNISH AND INSTALL 15” LINER IN 15” SANITARY SEWER

ITEM # 3A - FURNISH AND INSTALL 18” LINER IN 18” SANITARY SEWER

ITEM# 4A - REINSTATE SEWER LATERAL CONNECTIONS

ITEM # 5A - REPLACE 8” PVC PIPE

ITEM #6A – REPLACE 15” PVC PIPE

ITEM #7A – HEAVY CLEANING AND TV INSPECTION

0970006A - TRAFFICPERSON (MUNICIPAL POLICE OFFICER)

0979003A - MAINTENANCE AND PROTECTION OF TRAFFIC

The State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, 2016 as revised by the supplemental Specification’s dated Jan. 2019 is hereby made part of those contract as modified by the Special Provisions contained here in.
NOTICE TO CONTRACTOR - NCHRP 350 REQ. FOR WORK ZONE TRAFFIC CONTROL DEVICES

CATEGORY 1 DEVICES (traffic cones, traffic drums, tubular markers, flexible delineator posts)

Prior to using the Category 1 Devices on the project, the Contractor shall submit to the Engineer a copy of the manufacturer’s self-certification that the devices conform to NCHRP Report 350.

CATEGORY 2 DEVICES (construction barricades, construction signs and portable sign supports)

Prior to using Category 2 Devices on the project, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices (both sign and portable support tested together) conform to NCHRP Report 350 (TL-3).

Specific requirements for these devices are included in the Special Provisions.

Information regarding NCHRP Report 350 devices may be found at the following web sites:

   FHWA: http://safety.fhwa.dot.gov/roadway_dept/road_hardware/index.htm
   ATSSA: http://www.atss.org/resources/NCHRP350Crashtesting.asp

NOTE: The portable wooden sign supports that have been traditionally used by most contractors in the State of Connecticut do NOT meet NCHRP Report 350 criteria and shall not be utilized on any project advertised after October 01, 2000.

CATEGORY 3 DEVICES (Truck-Mounted Attenuators & Work Zone Crash Cushions)

Prior to using Category 3 Devices on the project, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices conform to NCHRP Report 350.
ITEM #1 - FURNISH AND INSTALL 8” LINER

ITEM #2 - FURNISH AND INSTALL 15” LINER

ITEM #3 - FURNISH AND INSTALL 18” LINER

ITEM #4 - REINSTATE SEWER LATERAL CONNECTIONS

DESCRIPTION

The work to be done under this item consists of furnishing all labor, supervision, equipment, appliances and materials, and performing all operations, including maintaining sewer flows, providing access to work areas by means and methods approved by the engineer and informing affected sewer users, in connection with the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a thermosetting reaction. The work also include a complete television inspection of the sanitary sewer before and after sewer lining, and the pipe cleaning, and obstruction removal, as necessary and, as specified herein.

MATERIALS

Mainline and Lateral CIPP shall conform to the Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP).

a. The Contractor shall furnish a general purpose unsaturated polyester resin and catalyst system that conforms to the minimum structural standards, as listed below:

<table>
<thead>
<tr>
<th>Property</th>
<th>Standard</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cured Liner Pipe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flexural Strength</td>
<td>ASTM D 790</td>
<td>4,500 psi</td>
</tr>
<tr>
<td>Modulus of Elasticity</td>
<td>ASTM D 790</td>
<td>250,000 psi</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>ASTM D-638</td>
<td>3,000 psi</td>
</tr>
<tr>
<td>Compressive Strength</td>
<td>ASTM D-695</td>
<td>4,000 psi</td>
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<tr>
<td>Tensile Elongation</td>
<td>ASTM D-638</td>
<td>5 psi</td>
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<tr>
<td>Chemical Resistance</td>
<td>ASTM D-543</td>
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<tr>
<td>Leakage Test</td>
<td>NSF Standard 14</td>
<td>0 gal/in/day</td>
</tr>
<tr>
<td>Wall Thickness</td>
<td>ASTM D 3567</td>
<td></td>
</tr>
<tr>
<td>Inversion Method</td>
<td>ASTM F 1216</td>
<td></td>
</tr>
</tbody>
</table>
Mainline (CIPP) shall also conform to ASTM F2019 and Lateral CIPP Renewal processes shall conform to ASTM F2561-06 or ASTM F1216.

b. The fiber felt tube shall be fabricated to a size that when installed will neatly fit the internal circumference of the sewer pipe being lined. Allowance for circumferential stretching during insertion shall be made and shall meet the manufacturer’s standards. Contractor shall verify pipe diameter in field prior to fabrication of liners.

The liner shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage.

Approved Manufacturers:

1. Inliner Technologies, LLC
2. Insituform Technologies Inc.
3. Perma-Lateral by Perma-Liner Industries, LLC
4. National Liner
5. Or approved equal

**CONSTRUCTION METHODS**

**SANITARY SEWER MAIN**

**INSTALLATION**

Installation of the liner shall be through existing or new manholes. Excavation for liner insertion shall not be permitted except to remove and replace the manhole cones, if necessary and/or required.

**WATER**

Where water is used for insertion and curing processes it may be supplied from existing fire hydrants. The Contractor shall make arrangements for obtaining water.

**RESIN IMPREGNATION**

1. The Contractor shall designate a location where the liner tube will be impregnated with resin prior to installation. The liner tube shall be impregnated by vacuum or other approved means under controlled conditions. Witness of the wet out procedure of the liner will be required. All provisions for the Owner and Engineer to witness and inspect the materials and “wet out” procedure shall be borne by the Contractor. A resin and catalyst system compatible with the requirement of this method shall be used.
2. Materials shall be transported to, and stored at, the site in such a manner that they will not be damaged, exposed to direct sunlight, or result in any public safety hazard. All materials shall be subject to inspection and review by the Engineer prior to installation.

LINER INSERTION

The impregnated tube shall be inserted through existing or new manholes and the application of a hydrostatic head, compressed air, or other means sufficient to fully extend and invert it to the next designated manhole. The liner shall be installed at a rate greater than 3 feet per minute and less than 10 feet per minute. The liner may not be dragged or pulled in and then inflated.

The Contractor shall ensure that the pressure in the liner exceeds both the pressure due to the groundwater head and any pressure due to sewage in laterals or connecting side sewers. Care should be taken during the inversion so as to not over-stress the felt fiber.

A pre-liner may be installed prior to liner inversion in sewers with infiltration or missing pipe sections.

E. CURING

1. After insertion of the tube is complete, the Contractor shall provide a suitable heat source and distribution system to circulate hot water, air, and/or steam through the pipe as recommended by the manufacturer. The equipment shall be capable of delivering hot water, air, and/or steam to uniformly raise the temperature above that required to cure the resin. This temperature shall be determined by the manufacturer based on the resin/catalyst system employed.

2. The heat source piping shall be fitted with suitable continuous monitoring thermocouples to gauge the temperature of the incoming and outgoing curing medium. The temperature of the curing medium shall meet the requirements of the resin manufacture as measured at the heat source inflow and outflow return lines. Additional continuous monitoring thermocouples shall be placed between the impregnated felt tube and the pipe invert at the manholes. The curing medium temperature in the line during the cure period shall be as recommended by the resin manufacturer. Care shall be taken during the elevated curing temperature so as not to over-stress the liner materials.

3. Initial cure shall be deemed to be completed when inspection of the exposed portions of liner appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure temperature shall be held for the period recommended by the resin manufacture, during which time the distribution and control of the curing medium shall continue. Curing the CIPP shall consider the host pipe material, resin/catalyst system, ambient temperature, moisture level, and thermal conductivity of the soil.

F. COOL-DOWN

The Contractor shall cool the hardened liner to a temperature below 100 degrees F before relieving the pressure in the section. Cool-down may be accomplished by the introduction of cool water or air into the lined pipe to replace water or steam and water being drained. Water shall be drained from a small hole made in the downstream end. Care shall be taken in the release of the static head or air pressure so that a vacuum will not be developed that could damage the pipe or the newly installed
lining. After the tube is cured, a cool down period shall be used prior to opening the downstream plug and returning normal flow back into the system.

G. SEALING AT MANHOLES

A tight seal at the manhole walls is required and shall consist of a resin mixture compatible with the liner/resin system shall be applied in accordance with manufacturer specifications. The edges of the liner at the face of the manhole walls must be ground smooth to improve the flow.

H. FINISH

The finished CIPP shall be continuous over the entire length of any section and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delamination.

TELEVISION INSPECTION

The Contractor will provide the Owner with a video tape showing each sewer section both before and after lining, including all opened and unopened service connections.

No sanitary sewer lines shall be televised until they have been cleaned and the flow is controlled as specified.

Prior to lining the Contractor shall video tape each sewer section. The location of all sanitary service laterals shall be recorded utilizing the remote reading footage counter. The recorded locations shall be used to relocate the laterals for reinstating. Immediately upon completion of lining of each sewer section that portion of lining obstructing each service lateral shall be removed in order to restore the lateral to service.

It is the responsibility of the Contractor to restore the openings of all of the service laterals. The contractor’s television equipment shall at least include the following items:

1) A sealed sewer camera, video monitor, control unit and minimum of 500 feet of camera cable. The camera used shall be specifically designed and constructed for sewer line inspection work (converted studio cameras will not be acceptable) and shall be comprised of controlled beam, reflector seated lamps with an automatic light compensator. Lighting system shall be capable of supplying light intensities for adequate observation of the sewer line.

2) The closed circuit color television equipment shall provide a continuous picture with a minimum resolution of 600 lines showing the entire periphery of the pipe with such resolution that joints, root intrusions, open joints, laterals and sewer one deposits may be discerned and identified by the Engineer. To insure picture stability and unimpeded operation, the equipment shall be constructed to withstand the shocks and vibrations encountered during operations. Clear and understandable voice recordings of visual observations during video monitoring shall be provided. The unit shall be equipped with remote reading footage counter mounted over the television monitor. The footage counter shall be accurate to within 12 inches, plus or minus, per 400 feet, and shall be calibrated for accuracy prior to commencement of the project and thereafter periodically checked for accuracy.
3) A lighted, completely enclosed trailer, complete with table and chair for observation of the television monitor and record keeping. The trailer to be a heated and conditioned enclosed unit.

4) Portable winches with sufficient cable or rods to permit inspection of all specified sewer sections with accurate (12 inches, plus or minus) distance measuring equipment.

5) A three-way communication system.

6) DVD recording equipment.

2. **CLEANING**

   a. The Contractor shall provide all equipment, tools, labor and materials necessary to satisfactorily clean and remove all visible obstructions, dirt, sand, sludge, roots, gravel, stones, grease etc. from the designated sewers and manholes such that all existing interior pipe surfaces and joints are visible when televised. Cleaning of the sewer shall be accomplished by either hydraulic or mechanical means, or combination of such methods. The Contractor shall have complete responsibility to maintain clean sewer conditions within each section while the lining installation in that section is completed. If roots or other debris are found during television inspections, the Contractor shall remove them by either hydraulic or mechanical means.

   b. The cleaning of sanitary sewer lines shall be performed on all sanitary sewer lines so designated on the plans to be lined for the proper installation of the liner. By beginning the installation of the liner, the Contractor implies, by his actions, the line is acceptable for his needs.

   c. If cleaning an entire section cannot be successfully performed from one manhole, the equipment shall be re-setup on the other manhole and cleaning again attempted.

   If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire section, the Contractor shall televis the blockage that exists and notify the engineer the cause of the blockage. Submit method of proposed point repair excavation with details including installation of wye for reconnecting existing laterals for approval.

   d. The Contractor shall be responsible for maintain all flows within the sewer system during cleaning and lining by pumping, diversion or whatever other means are approved by the Engineer.

   e. Where pipes are schedule for inspection by closed circuit television, cleaning is to be scheduled no more than 24 hours prior to these operations.

   f. Care shall be taken in cleaning in order to prevent damage to the pipe. All solids or semisolid material removed from a section shall be removed at the downstream manhole in that section and shall not be passed from section to section. In particular, the
Contractor shall prevent pieces of cured liner from entering the sewers. All solids removed from the sewer shall be removed from the site and disposed of according to current State and Federal law to an approved location.

g. All manholes, benchwalls, and channels shall be properly cleaned of debris including loose mortar, bricks, etc., prior to the cleaning of the designated sewer. After removal of all debris, the manhole wall and benches shall be hosed off.

h. It is the Contractor’s responsibility to supply the water necessary to perform the work. The Contractor shall be required to obtain formal authorization from the local water company when the supply of water is from fire hydrants. Water supplied from fire hydrants shall be at the expense of the Contractor. The Contractor shall be required to make good any damages resulting from the improper use of the water supply system.

i. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of the cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer liner are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. Any damage occurring due to the Contractor’s operations, as determined by the Engineer, shall be repaired to the satisfaction of the Engineer at the Contractor’s expense. The flow of sewage in the sewer lines shall be utilized to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant nor shall a hydrant be used for the purpose described unless a vacuum break is provided.

j. Records in printed form shall be kept of all cleaning performed and shall include the name of the Owner, date, manhole section cleaned, manhole section location, line size, length of section, type of cleaning performed, any special remarks concerning the condition of the line, and amount of and nature of material removed.

3. **SEWER FLOW CONTROL**

a. The Contractor shall provide temporary bypass pumping and/or temporary piping to maintain around the work site such that no backups occur in the sewer system. All hoses and/or piping shall be watertight with no leaks. Maintenance of traffic or access to driveways shall be maintained, with ramps or blocking over pipes where required.
b. When pumping/bypassing is required, the Contractor shall supply the necessary pumps, conduits, and other equipment to divert the flow of sewage around the sewer section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of a rainstorm, and shall be installed, ready to operate, in all areas before the required work has begun. It shall be the responsibility of the Contractor to make provisions to meet all requirements of these specifications and to correct any problems which may arise as a result of the pumping operations.

c. All pumps, hoses and/or piping shall be designated to handle raw sewage without clogging and of sufficient size and durability to pump the expected flows continuously. The bypass system shall be entirely closed without any leaks.

d. All pump motors and engines shall be equipped in a manner to keep the pump noise at a minimum.

e. Whenever flows in a sewer line are blocked, plugged, or bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might be inflicted by excessive sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

f. The bypassed sewage flow shall be discharged to the sanitary sewer system on the downstream side of the sewer section being repaired. Under no circumstances shall the bypassed sewage flows be discharged to surrounding land areas, roads, ditch, catch basins, storm drains, steams, ponds, etc.

g. The Contractor shall maintain existing manholes, catch basins, and other utility structures in their pre-work condition. Any material or debris entering same due to the Contractor’s operational shall be promptly removed.

4. **NOTIFICATION OF SEWER USERS**

a. In sections to be lined only, the Contractor shall be responsible for notifying all affected sewer customers of the temporary “shut-off” of the sewer service in writing, two (2) weeks prior to shutdown and in person two (2) days in advance. The work shall be scheduled in sections, as required, to allow for timely completion of work and restoration of service to customer. The notification must be coordinated with the Town.

**SUBMITTALS**

Contractor shall submit Inversion Installation Equipment, Manufactures Installation Instruction, and Manufactures Warranty.

Contractor shall submit means and methods how to access the work areas for all equipment to be used in lining the sanitary sewer for all approval by Engineer.

Contractor shall submit Sewage bypass plans and Equipment list for work.
The Contractor shall submit, prior to use of the materials, written certification of his compliance with the manufacturer’s standards for all materials and conformance with the methods of the lining process.

Method of proposed point repair with details and installation of wye for reconnection of the existing sanitary sewer laterals.

The Contractor shall submit to the Engineer one (1) draft copy of the TV inspection report, including all log sheets, within thirty (30) days after completing the field work. Upon approval of the draft report, the Contractor shall submit to the Engineer for his approval and distribution three (3) final reports, each neatly bound in a protective cover.

Final television inspection reports shall include the following information:

Contractor shall submit Two (2) copies of a continuous DVD recordings of the entire length of pipe inspected both before and after the lining takes place on 2 copies of a permanent DVD including the location of each section, direction of camera travel, and locations of opened and unopened laterals.

Contractor shall submit a television inspection log of all sections inspected. Log shall include the number of both upstream and downstream manholes in the particular section, direction of camera travel, and the direction of flow. Locations and angular orientation of all lateral connections, both opened and unopened, shall be logged with respect to the upstream manhole. The speed of the camera shall not exceed one foot per second.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Measurement and payment shall be per linear foot of the particular size of sanitary sewer pipe or sanitary lateral (any size) lined, measured along the center line of the pipe between the centers of manholes and the inside diameter of each manhole shall be deducted from this linear foot measurement for mainline. For the sanitary sewer lateral, it shall be measured along the center line of the pipe from existing house sewer cleanout to the mainline. Payment at the unit bid price shall be considered full compensation for all labor, supervision, materials, equipment, access to work area, water usage and incidentals necessary to complete the sewer pipe lining as specified herein, including the grinding of the liner at the manhole walls, sewer flow control, all equipment and work required to maintain sanitary sewer flows in main or building laterals, excavation, notification of sewer users, coordination with Town, television inspection before and after and pipe cleaning, regardless of the method or the number of cleaning operations required to make the sewer ready for lining. Reinstating of sewer lateral connections (cutting hole for lateral) will be paid for at the contract unit price per each.
<table>
<thead>
<tr>
<th>PAYITEM</th>
<th>PAYUNIT</th>
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<tbody>
<tr>
<td>ITEM # 1 - FURNISH AND INSTALL 8” LINER</td>
<td>L.F</td>
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<tr>
<td>ITEM # 2 - FURNISH AND INSTALL 15” LINER</td>
<td>L.F</td>
</tr>
<tr>
<td>ITEM # 3 - FURNISH AND INSTALL 18” LINER</td>
<td>L.F</td>
</tr>
<tr>
<td>ITEM # 4 - REINSTATE SEWER LATERAL CONNECTIONS</td>
<td>EA.</td>
</tr>
</tbody>
</table>
ITEM # 5 – REPLACE 8” PVC PIPE
ITEM # 6 – REPLACE 15” PCV PIPE

DESCRIPTION

The work of this section consists of furnishing, and installing a PVC gravity sanitary sewer piping, complete, as shown on the drawings and as specified herein. Trenching, bedding and backfilling are specified in Engineering Directive ECD-2017-1, FORM 817.

MATERIALS

1. GRAVITY SANITARY SEWER PIPE AND FITTINGS
   A. General: Except where otherwise provided in the specifications or on the drawings, pipe and fittings shall be of the materials specified hereinafter. Provisions for inspection and rejection of pipe where given in the referenced standards shall be part of these specifications.

   B. Pipe: PVC (Polyvinyl Chloride) Pipe and fittings shall conform to ASTM Standard D-3034 (SDR 35) with retained ring gasket. The following wall thickness for a nominal size of pipe:

<table>
<thead>
<tr>
<th>Nominal Size</th>
<th>Minimum Wall Thickness</th>
</tr>
</thead>
<tbody>
<tr>
<td>8”</td>
<td>0.240”</td>
</tr>
<tr>
<td>10”</td>
<td>0.300”</td>
</tr>
<tr>
<td>12”</td>
<td>0.360”</td>
</tr>
<tr>
<td>15”</td>
<td>0.437”</td>
</tr>
</tbody>
</table>

   C. All pipe and fittings are subject to Town of Stratford Engineering Bureau approval prior to purchase and/or installation.

2. JOINTS

   A. PVC Sewer Pipe Joints shall be joined with an integral bell, bell and spigot type rubber gasketed joint. Each integral bell joint shall consist of a formed bell complete with a single rubber gasket. Gaskets shall conform to ASTM F477 and ASTM D3212.

CONSTRUCTION METHODS:

1. PIPE LAYING

   General:
   All pipes and fittings shall be handled carefully in loading and unloading. They shall be lifted by hoists or lowered on skidways in such manner as to avoid shock. Derricks, ropes or other suitable equipment shall be used for lowering the pip into the trench.

   Each pipe and fitting shall be inspected before it is lowered into the trench. The interior of the pipe and all joint surfaces shall be thoroughly cleaned and shall thereafter be maintained clean. The open ends of pipe shall be securely plugged whenever pipe laying is not in progress. Under no conditions shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work.

   Pipe and fittings shall be selected so that there will be as small a deviation as possible at the joints and so that invertes present a smooth surface. Pipe and fittings which do not fit together to form a tight joint will be rejected.
Pipe cutting shall be done by skilled workmen according to manufacturer's recommendations and as approved by the Engineer.

For PVC Sewer Pipe, installation shall conform to ASTM D-2321.

Requirements for Sewer Lines (References to Watermains and Sewer Lines shall also include water services and sewer laterals):

Location and Layout: Sewer lines and appurtenances shall be located and laid out substantially as indicated on the drawings, taking care to avoid conflicts with proposed trees and as directed in the field by the Engineer.

The Contractor shall have qualified people employed by him stake out the proposed system in the field. The cost of this work will be included in the various Contract bid items.

Prior to construction, each section of line between structures shall be laid out in the field and checked for conflicts with other obstructions along the line. If obstructions occur, the Engineer shall be notified immediately.

Clearance from Water Lines: With regard to the relationship of sewers to water mains, the following Sec. 2.83 of the "Guides for Sewage Works Design" prepared by the Technical Advisory Board of New England Interstate Water Pollution Control Commission shall be adhered to:

1. Horizontal Separation: Whenever possible sewers shall be laid at a minimum at least 10 feet (3.0 m), horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if
   a. It is laid in a separate trench, or if
   b. It is laid in the same trench with the water main located at one side on a bench of undisturbed earth, and if
   c. In either case the elevation of the top (crown) of the sewer is at least 18 inches (46 cm) below the bottom (invert) of the water main.

2. Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches (46 cm) below the bottom of the water main. When the elevation of the sewer cannot be varied to meet the above requirements, the water main shall be relocated to provide this separation or reconstructed with mechanical-joint pipe for a distance of 10 feet (3.0 m) on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

3. When it is impossible to obtain horizontal and/or vertical separation as stipulated above, both the water main and sewer shall be constructed of mechanical-joint cement lined ductile iron pipe or other equivalent based on watertightness and structural soundness. Both pipes shall be pressure tested by an approved method to assure watertightness or both pipes shall be encased in concrete.

4. Other Conflicting Pipe Lines: Where other existing pipe crosses the trench at an elevation which conflicts with the proposed grade for a new pipe line, either the grade for the new pipe line shall be changed or the existing pipe shall be moved, as directed. The new pipe line shall have a clearance from all existing pipes of not less than 6 inches. Such crossings shall be encased in concrete to provide a minimum cover of 6 inches of concrete over each pipe. During construction, temporary supports shall be provided where required to maintain all existing pipe lines in position.
Before the trench is refilled, the existing pipelines shall be provided with permanent supports by the contractor as required by the authority having jurisdiction over such pipe lines.

Pipes Connecting to Existing Manholes:

1. Where the pipe passes through existing concrete or masonry walls of manholes and other structures, an opening shall be cut sufficiently large for the work and no larger. A flexible sleeve with stainless steel bands approved by the pipe manufacturer and the Engineer shall be installed around the pipe and the hole in the wall shall be grouted. The grout shall conform to Form 814 M.03.01 Non-shrink, non-staining grout. The cost of this work shall be included in the linear cost of the Sanitary Sewer.

2. The concrete and masonry to be removed shall be carefully cut away by skilled workmen using sharp tools. Care shall be exercised not to weaken the adjacent parts of the structure. Where necessary, supports shall be placed to maintain the structures in proper position until the new work is completed. The cost of this work shall be included in the linear cost of the sanitary sewer.

3. Concrete Encasement: Pipe shall be encased in concrete where specified, indicated or directed, and in accordance with the details shown on the drawings. Concrete for pipe encasement and reinforcing bars, including the materials and workmanship therefore, shall conform to the applicable requirements of Section 6.01 CONCRETE FOR STRUCTURES FORM 817.

Laying of Sanitary Sewer Pipe:

Pipe shall be laid accurately to the lines and grades to match the existing inverts. The contractor shall confirm the invert elevations off all existing pipes prior to demolition.

A laser shall be used to install the pipe but line stakes and invert grades shall be provided adjacent to the stakes so that the Contractor and the Engineer can check the installation for grade and alignment. Line stakes shall be set by the Contractor, and the required invert grades shall be provided adjacent to the stakes. Grade boards shall be set at intervals not exceeding 25 feet, except that on straight runs where the pipe lengths being used are 10 feet or greater, the interval may be increased to 50 feet, where approved by the Engineer. A line shall be stretched parallel with the grade of the sewer and above the centerline of the pipe. Each successive length of pipe shall be carefully tested for grade and alignment from this line.

Pipe laying shall commence at the lowest point, with the tongue or spigot ends of the pipe pointing in the direction of flow. Particular care shall be taken to obtain a smooth invert free from projections or offsets in the lower part of the pipe.

Any section of the sewer that is found defective in material, alignment, grade or joints, shall be satisfactorily corrected by the Contractor at no additional cost to the Owner. The ends of all stubs and house connections shall be securely plugged and blocked in a manner approved by the Engineer.

Pipe shall be installed according to the manufacturer’s recommendations and as approved by the Engineer.

2. PLUGGED PIPE

Pipes to be plugged shall have ends closed with suitable approved plugs specially made for the purpose. All joints and spaces shall be thoroughly filled with mortar and the plug shall be concrete/masonry and be 18” thick.

3. SEWER COUPLINGS
The Contractor shall use couplings to join one type of pipe to another type. These couplings shall be manufactured for the specific purpose intended and they shall be approved by the Engineer. The couplings will be installed at locations to connect the new house or building lateral to the existing lateral and to join the sanitary sewer when meeting existing pipe of a different type. The couplings shall be flexible and made of elastomeric PVC with the stainless steel clamps as manufactured by Fernco or approved equal.

4. FIELD TESTS FOR GRAVITY SEWER

The proposed sanitary facilities (trunk line, laterals) shall be tested for alignment before and after the complete backfilling of the trench.

1. Test for Alignment: The sewers shall be checked for smoothness of invert, freedom from obstructions and straightness of lines. A light shall be flashed between manholes by means of a flashlight. A visual inspection of each section of the sewer shall show no curves or bulges and the invert shall reveal no sags in which pools of water may develop. The pipe shall be free and clear so that it can pass an inflated ball of diameter one inch less that the size of pipe. Such defects as may be found by test or designated by the engineer shall be immediately remedied as directed and at no additional cost to the Owner.

5. SEWER FLOW CONTROL AND NOTIFICATION

Sewer flow control and notification of sewer users see Section No. 3 and 4 under Specification Furnish and Install 8” Liner in Sanitary Sewer, Construction Methods.

METHOD OF MEASUREMENT

Replace 8” and 15” PVC pipe shall be measured for payment along the horizontal centerline of the pipe with no deductions made for fittings. The inside diameter of the manhole shall be removed from the linear foot measurement of pipe for payment.

BASIS OF PAYMENT

Payment shall be made at the applicable contract unit prices for each unit of work completed and accepted in the finished work.

The unit price bid per linear foot of replace 8” and 15” PVC pipe shall constitute full compensation for furnishing, staking out, laying, jointing and testing all pipe, excavation, trench support, bedding, backfill, removal and disposal of existing pipe, connecting to existing pipe; saw cutting existing pipe; furnishing and installing sewer couplings, processed aggregate base and subbase as needed; dewatering by any and all methods; restoration of surfaces beyond paved roadway; all protection and restoration of existing work; all cleaning up; and all other work cost and expense necessary for and incidental to the completion of the project for which payment is not made under any other items of contract.

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<th>Pay Item</th>
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<tr>
<td>Item #5 – Replace 8” PVC Pipe</td>
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<tr>
<td>Item #6 – Replace 15” PVC Pipe</td>
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ITEM #07 – HEAVY DUTY CLEANING AND TV INSPECTION OF EXISTING SEWER SYSTEM

DESCRIPTION:

The work under this item shall include the furnishing of all labor, supervision, equipment, appliances and materials, water supply, jetting heads, chain flails, hole saws or any other methods to clean, removal of obstructions and performing all operations, including access to the work areas maintaining sewer flows and informing affected sewer users. The work shall provide a smooth pipe per satisfaction of engineer for future lining operations and a before and after TV inspection report.

The contractor may review the existing video tapes of the sanitary sewer pipes which require Heavy Duty Cleaning prior to Bid. Contact Samuel.junno@stvinc.com to arrange for a viewing if desired.

CONSTRUCTION METHODS:

The TV inspection of the existing sanitary sewer system shall be performed before and after Heavy duty cleaning.

Precautions shall be taken to protect the sewer systems at all times. All workers shall be experienced and skilled in the use of the equipment. The Engineer reserves the right to prohibit the use of any equipment or method deemed inappropriate for the intended use. Any and all debris resulting form the cleaning operations shall be captured, collected and removed from the site and legally disposed of by the Contractor. The Contractor shall make every effort to remove chemical deposits on the wall of the pipe, sludge, dirt, sand, gravel, roots, grease and other debris from the existing pipe including discharge point. Washing sludge, dirt, sand gravel, roots, grease and other debris downstream will not be permitted.

During all cleaning and TV inspection operations, satisfactory precautions shall be taken to protect the sewer system from damage that might be inflicted by the improper use of the cleaning and TV inspection equipment. Any damage occurring due to the Contractor’s operations, as determined by the Engineer, shall be repaired to the satisfaction of the Engineer at the Contractor’s expense.

The Contractor shall provide the Owner with a DVD showing each pipe section or joints.

The Contractor’s television equipment shall at least include the following items:

1) A sealed sewer camera, video monitor, control unit and a minimum of 500 feet of camera cable. The camera used shall be specifically designed and constructed for sewer line inspection work (converted studio cameras will not be acceptable) and shall be comprised of controlled beam, reflector seated lamps with an automatic light compensator. Lighting system shall be capable of supplying light intensities for adequate observation of the culvert crossing.

The closed circuit color television equipment shall provide a continuous picture with a minimum resolution of 600 lines showing the entire periphery of the pipe with such resolution that joints, root intrusions, open joints,
missing bricks and deposits may be discerned and identified by the Engineer. To ensure picture stability and unimpeded operation, the equipment shall be constructed to withstand the shocks and vibrations encountered during operations. Clear and understandable voice recordings of visual observations during video monitoring shall be provided. The unit shall be equipped with a remote reading footage counter mounted over the television monitor. The footage counter shall be accurate to within 12 inches, plus or minus, per 400 feet, and shall be calibrated for accuracy prior to commencement of the project and thereafter periodically checked for accuracy.

2) A lighted, completely enclosed trailer, complete with table and chair for observation of the television monitor and record keeping.

3) Portable winches with sufficient cable and rods to permit inspection of all specified pipe sections with accurate (12 inches, plus or minus) distance measuring equipment.

4) A three-way communication system.

5) Video tape recording equipment.

Final television inspection reports shall include the following information:

1) A continuous video recording of the entire length of the existing drainage system inspected on permanent DVD including the location of each section, direction of camera travel.

2) A television inspection log of all pipes inspected. Log shall include the pipe location inspected, culvert size, length of section, any special remarks concerning the condition of the pipe, any obstructions/damage during pipe run, direction of camera travel, and the direction of flow. Location and number of obstructions/damages to the pipe shall be logged with respect to the inlet station. The speed of the camera shall not exceed one foot per second.

The Contractor shall submit to the Engineer one (1) draft copy of the report, including all log sheets, within thirty (30) days after completing the field work. Upon approval of the draft report, the Contractor shall submit to the Engineer for his approval and distribution three (3) typewritten final reports, each neatly bound in a protective cover.

**BASIS OF PAYMENT:**

Payment for this work will be made at the contract linear foot of pipe for “Heavy Duty Cleaning and TV Inspection Of Existing Sewer System”, which shall include all materials, tools, equipment, and labor necessary and incidental to the work, including mobilization and demobilization. All incidental costs to dispose of the material cleaned from the pipe and manholes will be included in the price per foot.

Any excavation necessary to access existing pipe and the backfill and restoration to original condition and clean up of area shall be included in the linear foot price for Heavy Duty Cleaning and TV inspection.

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<th>PAY ITEM</th>
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<td>Item # 7 - Heavy Duty Cleaning and TV Inspection of Existing Sewer System</td>
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0970006A – TRAFFICPERSON (MUNICIPAL POLICE OFFICER)

DESCRIPTION:

Under this item the Contractor shall provide the services of Trafficperson (Municipal Police Officer) for such periods, as the Engineer approves for the control and direction of vehicular traffic and pedestrians. Traffic persons requested solely for the contractor’s operational needs will not be approved for payment.

CONSTRUCTION METHOD:

On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficpersons, and such that Trafficperson services are no longer required, the Contractor will be responsible for payment at no cost to the Town of any show-up cost for any Trafficperson not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons assigned to a work site are to only take direction from the Engineer.

Trafficpersons shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches (50 millimeters). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the Town.

A Trafficperson shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring a Trafficperson to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer.

Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficperson agency or firm, and Engineer to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project. A copy of the municipality’s billing rates for Municipal Police Officers and vehicles, if applicable, will be provided to the Engineer prior to start of work.

In the event of an unplanned, emergency, or short term operation, the Engineer may approve the temporary use of properly clothed persons for traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

Trafficpersons shall consist of the following types:
1. Uniformed Law Enforcement Personnel: Law enforcement personnel shall wear the high visibility safety
garment provided by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting the requirements stated below:

Law Enforcement Personnel may be also be used to conduct motor vehicle enforcement operations in and around work areas as directed and approved by the Engineer.

**A Municipal Police Officers:** Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables who perform criminal law enforcement duties from the Municipality in which the project is located. Their services will also include an official Municipal Police vehicle when requested by the Engineer. Uniformed Municipal Police Officers will be used on non-limited access highways. If Uniformed Municipal Police Officers are unavailable, other Trafficpersons may be used when authorized in writing by the Engineer.

Uniformed Municipal Police Officers and requested Municipal Police vehicles will be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the construction sites.

**METHOD OF MEASUREMENT:**

Services of Trafficpersons will be measured for payment by the actual number of hours for each person rendering services approved by the Engineer. These services shall include, however, only such trafficpersons as are employed within the limits of construction, project right of way of the project or along detours authorized by the Engineer to assist the motoring public through the construction work zone.

Services for continued use of a detour or bypass beyond the limitations approved by the Engineer, for movement of construction vehicles and equipment, or at locations where traffic is unnecessarily restricted by the Contractor’s method of operation, will not be measured for payment.

Trafficpersons shall not work more than twelve hours in any one 24 hour period. In case such services are required for more than twelve hours, additional Trafficpersons shall be furnished and measured for payment.

Travel time will not be measured for payment for services provided by Uniformed Municipal Police Officers.

**BASIS OF PAYMENT:**

1. Uniformed Law Enforcement Personnel Traffic Person (Municipal /Police officer) Will not be paid through the contractor. The Town of Stratford will pay the police directly and no administrative expenses will be paid to the contractor for this item.

**PAY ITEM**

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<th>Trafficperson (Municipal Police Officer)</th>
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<td><strong>PAY UNIT</strong></td>
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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.

The Contractor shall maintain and protect the existing number of lanes of traffic, including turning lanes, each lane on a paved travel path not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working at which time the Contractor will be allowed to maintain and protect at least one lane of traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor will be allowed to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 12 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet in length.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor will be allowed to halt traffic for a period not to exceed ten minutes. The Contractor shall allow all stored vehicles to proceed through the work area before halting traffic for another ten-minute period.

Maintenance and Protection of Traffic shall also include obtaining Encroachment Permits for all required State roads. (Main St., Ferry Blvd, Stratford Ave.)

ALL OTHER ROAD WAYS

The Contractor shall maintain and protect the existing number of lanes of traffic, including turning lanes, each lane on a paved travel path not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor will be allowed to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 12 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet in length.

Excepted therefrom will be those periods, during the allowable periods when the Contractor will be allowed to halt traffic for a period not to exceed ten minutes. The Contractor shall allow all stored vehicles to proceed through the work area before halting traffic for another ten-minute period.

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.
PROTECTION OF PERSONS AND PROPERTY

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel and shall protect from damage, included but not limited to, all buildings or other public or private structures, lawn, terraces, trees, curbs, gutters, flagging, crosswalks, water pipes, hydrants, electric light and telephone poles, water stop cocks, manholes, gas pipes, conduits and other underground appurtenances on the line of the work, and adjacent thereto, and at his own cost, repair or replace to the satisfaction of the respective owners and the Engineer, any of the aforementioned items which may become damaged or displaced at any time during the progress of the work. He shall, at his own expense, wherever necessary or required, maintain fences, install shoring, provide watchmen, maintain red lights, post danger signs warning against the hazards created by the construction work, and he shall take other such precautions as may be necessary to protect life and property, and he shall be responsible for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen.

The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations, open excavations, underground and aboveground utilities and appurtenances and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any kind and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town of Stratford and the Engineer, its officers, agents, servants and employees, from any damages including court costs and attorney’s fees, on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town of Stratford and the Engineer, its officers, agents, servants and employees may be sued, claimed against, or become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

Should the Contractor fail to commence repairs, within two (2) hours, the nearest available alternate (not Contractor's personnel) crew will be assigned the repair work, all costs of which will be deducted from the Contractor's next authorized partial payment.

As soon as subsurface work on rights-of-way is completed, the Contractor shall fulfill his contractual obligations and restore private properties to their original conditions to the satisfaction of the owners and the Engineer. In case of failure on the part of the Contractor to restore damaged property, the Engineer may, upon forty-eight (48) hours written notice to the Contractor, proceed to have the necessary repairs, rebuilding or restoration work performed and the cost thereof may be deducted from any moneys due, or to become due the Contractor under this contract, or the Owner may deduct from any money due, or to become due the Contractor under this contract, a sum sufficient in the judgment of the Engineer to reimburse the owners of the property so damaged or injured.

Compensation for all costs borne by the Contractor for labor, materials, etc., required to completely provide protection to persons and property, including watchmen services, shall be included in the various unit and/or lump sum prices bid in the proposal.

Article 9.71.03 - Construction Method is supplemented as follows:

**SIGNING**

The Contractor shall maintain all existing side-mounted signs throughout the project limits during the
duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary and install temporary sign supports if necessary and as directed by the Engineer. The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports, shall be paid for under the item “Maintenance and Protection of Traffic”

When the necessary construction is completed, the Contractor shall remove and/or relocate existing signs and install new signs as shown on the Site Plans contained in the contract plans.

**REQUIREMENTS FOR WINTER**

The Contractor shall schedule a meeting with representatives of the Engineer, Maintenance, Traffic, and the Town/City 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. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings, and signing.

**SIGNING PATTERNS**

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

**PAVEMENT MARKINGS – NON-LIMITED ACCESS MULTILANE ROADWAYS, SECONDARY AND LOCAL ROADWAYS**

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

**FINAL PAVEMENT MARKINGS**

Not Required

**TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS (English Version)**

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

**TRAFFIC CONTROL PATTERNS:** Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards
Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Typical traffic control plans 20 through 25 may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate trafficperson shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

**PLACEMENT OF SIGNS:** Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs may be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

**ALLOWABLE ADJUSTMENTS OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS**

The traffic control plans contained here in show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible. The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

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

The Engineer may require that the traffic control pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.
Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

**TABLE I—MINIMUM TAPER LENGTHS**

<table>
<thead>
<tr>
<th>POSTED SPEED LIMIT MILES PER HOUR</th>
<th>MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE</th>
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<tr>
<td>30 OR LESS</td>
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**SECTION 1. WORK ZONE SAFETY MEETINGS**

1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.

1.b) A Work Zone Safety Meeting Agenda, (see Section 9), shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can’t be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction.

**SECTION 2. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS**

2.a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.

2.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.

2.c) Stopping traffic may be allowed:

   As per the contract for such activities as blasting, steel erection, etc.

   During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.

   To move slow moving equipment across live traffic lanes into the work area.

2.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded
while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, State Police may use traffic slowing techniques, including the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed/removed, the two TMAs and sign crew should continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.

2.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.

2.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.

2.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.

2.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

SECTION 3. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

3.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).

3.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.

3.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.

3.d) The Flashing Arrow board display shall be in the “arrow” mode for lane closure tapers and in the “caution” mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the “caution” mode when it is positioned in the closed lane.

3.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

3.f) If the required number of Flashing Arrows is not available, the traffic control pattern shall not be installed.
SECTION 4. USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)

4.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.

4.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.

4.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the “flashing arrow” mode when taking the lane. The sign truck and workers should be immediately ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, both TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the “caution” mode when traveling in the closed lane.

4.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs may be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the “caution” mode when in the closed lane.

4.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to the specification entitled “Type ‘D’ Portable Impact Attenuation System”. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.

4.f) TMAs should be paid in accordance with how the unit is utilized. When it is used as a TMA and is in the proper location as specified, then it should be paid at the specified hourly rate for “Type ‘D’ Portable Impact Attenuation System”. When the TMA is used as a Flashing Arrow, it should be paid at the daily rate for “High Mounted Internally Illuminated Flashing Arrow”. If a TMA is used to install and remove a pattern and then is used as a Flashing Arrow, the unit should be paid as a “Type ‘D’ Portable Impact Attenuation System” for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove), and is also paid for the day as a “High Mounted Internally Illuminated Flashing Arrow”.

4.g) If the required number of TMAs is not available, the pattern shall not be installed.

SECTION 5. USE OF STATE POLICE OFFICERS (NOT APPLICABLE TO THIS PROJECT)

5.a) On limited access highways, the Engineer may determine that State Police Officers will be utilized for regional work zone traffic safety and enforcement operations in addition to project-related work zone assignments. State Police Officers shall be uniformed off-duty sworn Connecticut State Police Officers. Their services will also include the use of official State Police vehicles and associated equipment. State Police Officers will be used on all limited access highways. State Police Officers will not be used on non-limited access highways unless specifically under their jurisdiction or authorized in writing by the Engineer. State Police Officers with official State Police vehicles will
be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the construction sites.

5.b) On a weekly basis, the Contractor shall submit to the Engineer the state police request form (DPS-0691-C) as an indication of their scheduled operations for the following week. This form shall be submitted no later than Wednesday Morning of the week prior to the scheduled operations. The Engineer shall review this schedule and approve the type and number of Officers required by signing off under the “Completed by DOT’s Authorized Representative” line on Department of Public Safety Form DPS-0691-C. Once the Engineer has approved the number of Officers requested the Engineer will fax the order to the Department of Public Safety’s Overtime Office.

5.c) Prior to the start of operations, a meeting will be held with the Contractor, Trooper in charge and Engineer to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used for the scheduled work.

5.d) At least one Officer should be used per critical sign pattern. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Likewise in areas with moderate traffic and wide, unobstructed medians, left lane closures can be implemented without State Police presence. Certain situations may require State Police presence, if one is available, even though the general guidelines above indicate otherwise. Examples of this include: nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur.

5.e) Once the pattern is in place, the State Police Officer should be positioned in a non-hazardous location at the beginning of the pattern or at one of the work areas not protected by a TMA. If traffic backs up beyond the beginning of the pattern, then the State Police Officer should be repositioned prior to the backup to give warning to the oncoming motorists. Where State Police Officer and TMA are in close proximity to each other, the TMA should be placed to protect the State Police Officer’s vehicle from oncoming traffic.

5.f) Other functions of the State Police Officer(s) shall include:

*Assisting entering/exiting construction vehicles within the work area.

*Enhancing worker visibility/safety for workers in close proximity to the open travel lane(s).

Speed control of traffic within the work area.

Enforcement of speed and other motor vehicle laws within the work area.

Typically, the State Police Officer should be out of the vehicle for the functions marked with an asterisk (*).

5.g) State Police Officers assigned to a work site are to only take direction from the Engineer.

5.h) There will be no separate payment to the Contractor for State Police Services. The direct cost of such services will be paid by the Department. Indirect costs associated with scheduling and coordinating State Police shall be included under the Item – Maintenance and Protection of Traffic.
SECTION 6. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (NOT APPLICABLE)

6.a) For lane closures on limited access roadways, one Changeable Message Sign shall be used in advance of the traffic control pattern. Prior to installing the pattern, the Changeable Message Sign shall be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The Changeable Message Sign shall be positioned ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional Changeable Message Sign shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.

6.b) On non-limited access roadways, the use of Changeable Message Signs for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Changeable Message Sign.

6.c) The advance Changeable Message Sign is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the Changeable Message Sign cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance Changeable Message Sign shall be adequately protected if it is used for a continuous duration of 36 hours or more.

6.d) When the Changeable Message Signs are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.

6.e) The Changeable Message Sign generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).

6.f) The Changeable Message Sign should be used for specific situations that need to command the motorist’s attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).

6.g) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs. For special signs, please coordinate with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.

6.h) Section 11 contains the messages that are allowed on the Changeable Message Sign. For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

6.i) If the required number of Changeable Message Signs is not available, the pattern shall not be installed.

SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS WITH RADAR (NOT APPLICABLE)

7.a) (Remote Controlled) Changeable Message Signs with Radar shall be used when specified, or as directed by the Engineer.

7.b) The typical placement of a (Remote Controlled) Changeable Message Sign with Radar is in the work zone portion of the traffic control pattern.

7.c) The typical usage of the (Remote Controlled) Changeable Message Sign with Radar is to display a message when a preset speed is exceeded. The sign will blank when no vehicles are present.
7.d) The preset speed for activating the message should be set 5-10 MPH above the posted, or desired, speed.

7.e) Section 12 contains the messages that are allowed on the (Remote Controlled) Changeable Message Sign with Radar. For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

SECTION 8. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

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

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

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

8.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SECTION 9. GENERAL

9.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available, the traffic control pattern shall not be installed.

9.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.

9.c) Failure of the Contractor to have the required minimum number of signs and equipment, which results in the not being installed, shall not be a reason for a time extension.

9.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

9.e) Construction Signs and Pattern control plans will be used on State roads only and Town roads will only use traffic cones, drums and Officers.

SECTION 10. WORK ZONE SAFETY MEETING AGENDA

1) Review Project scope of work and time.

2) Review Traffic person of the Specifications.

4) Review Contractor’s schedule and method of operations.

5) Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.

6) Open discussion of work zone questions and issues.

7) Discussion of review and approval process for changes in contract requirements as they relate to work zone areas.

SECTION 11. WORK ZONE SAFETY PROCEDURES - ALLOWABLE MESSAGES FOR CHANGEABLE MESSAGE SIGNS

<table>
<thead>
<tr>
<th>MessageNo.</th>
<th>Frame1</th>
<th>Frame2</th>
<th>MessageNo.</th>
<th>Frame1</th>
<th>Frame2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LEFT LANE CLOSED</td>
<td>MERGE RIGHT</td>
<td>9</td>
<td>LANES CLOSED AHEAD</td>
<td>REDUCE SPEED</td>
</tr>
<tr>
<td>2</td>
<td>2 LEFT LANES CLOSED</td>
<td>MERGE RIGHT</td>
<td>10</td>
<td>LANES CLOSED AHEAD</td>
<td>USE CAUTION</td>
</tr>
<tr>
<td>3</td>
<td>LEFT LANE CLOSED</td>
<td>REDUCE SPEED</td>
<td>11</td>
<td>WORKERS ON ROAD</td>
<td>REDUCE SPEED</td>
</tr>
<tr>
<td>4</td>
<td>2 LEFT LANES CLOSED</td>
<td>REDUCE SPEED</td>
<td>12</td>
<td>WORKERS ON ROAD</td>
<td>SLOW DOWN</td>
</tr>
<tr>
<td>5</td>
<td>RIGHT LANE CLOSED</td>
<td>MERGE LEFT</td>
<td>13</td>
<td>EXIT XX CLOSED</td>
<td>USE EXIT YY</td>
</tr>
<tr>
<td>6</td>
<td>2 RIGHT LANES CLOSED</td>
<td>MERGE LEFT</td>
<td>14</td>
<td>EXIT XX CLOSED USE YY</td>
<td>FOLLOW DETOUR</td>
</tr>
<tr>
<td>7</td>
<td>RIGHT LANE CLOSED</td>
<td>REDUCE SPEED</td>
<td>15</td>
<td>2 LANES SHIFT AHEAD</td>
<td>USE CAUTION</td>
</tr>
<tr>
<td>8</td>
<td>2 RIGHT LANES CLOSED</td>
<td>REDUCE SPEED</td>
<td>16</td>
<td>3 LANES SHIFT AHEAD</td>
<td>USE CAUTION</td>
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</table>
SECTION 12. WORK ZONE SAFETY PROCEDURES - ALLOWABLE MESSAGES FOR CHANGEABLE MESSAGE SIGN WITH RADAR

<table>
<thead>
<tr>
<th>MessageNo.</th>
<th>Frame1</th>
<th>Frame2</th>
<th>MessageNo.</th>
<th>Frame1</th>
<th>Frame2</th>
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<tbody>
<tr>
<td>1</td>
<td>TOO FAST</td>
<td>SLOW DOWN</td>
<td>4</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>TOO FAST</td>
<td>SLOW DOWN</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>YOU’RE</td>
<td>FINES</td>
<td>6</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>SPEEDING</td>
<td>DOUBLE</td>
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</table>
**SERIES 16 SIGNS**

<table>
<thead>
<tr>
<th>Construction Ahead</th>
<th>Construction Ahead</th>
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<tr>
<td><strong>W</strong></td>
<td><strong>W</strong></td>
</tr>
<tr>
<td>16-E</td>
<td>16-S</td>
</tr>
<tr>
<td>80-1605</td>
<td>80-1619</td>
</tr>
<tr>
<td>84” x 60”</td>
<td>48” x 30”</td>
</tr>
<tr>
<td>16-H</td>
<td>16-M</td>
</tr>
<tr>
<td>80-1608</td>
<td>80-1613</td>
</tr>
<tr>
<td>60” x 42”</td>
<td>20” x 24”</td>
</tr>
</tbody>
</table>

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

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE.

ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

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

THE REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT 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.
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 (A), (A), AND (B) 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 TRAVELPATHS SHALL BE INSTALLED.

8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200 FT 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.
**Work on Turning Roadways/Ramps**

- **Termination Area**: 300' (Typical)
- **Work Area**: 80' (Typical)
- **Shoulder Area**: 280'
- **Advance Warning Area**: 500'
- **Buffer Area**: 200'

**Sign Face**
- **54 Square Feet (Min.)**

**End Road Work**
- 80-9612

**Shoulder Closed**
- 80-9959

**Install 16 Traffic Drums @ 40' Spacing**

**Advance Warning Area**
- 500'

**Lane Ends Merge Left**
- 80-9910

**Road Work Ahead**
- 80-9664

**Road Work Ahead**
- Fines Doubled
- 31-1906

**Notes**
- See Notes 1, 2, 3, 4, 5, 7 & 10
- Optional

**Approval**
- J. Carey, Principal Engineer
- Date: 1-02
WORK IN LEFT LANE
4 LANE UNDIVIDED HIGHWAY

SIGN FACE
100 SQ. FT (MIN)

NOTE:
PLACE THE FIRST TWO TRAFFIC CONES / DRUMS ON THE CENTERLINE.
DENOTES TRAFFIC CONE OR TRAFFIC DRUM
DENOTES PORTABLE SIGN SUPPORT

SEE NOTES 1, 2, 3, 4, 5, 7, 8 & 10

CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 11

APPROVED
J. Carey
PRINCIPAL ENGINEER
DATE 1-02

SCALE NONE
WORK IN BOTH LANES
4 LANE UNDIVIDED HIGHWAY

SIGN FACE
172 SQ. FT (MIN)

DENOTES PORTABLE SIGN SUPPORT
HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING
DENOTES TRAFFIC CONE OR TRAFFIC DRUM

SEE NOTES 1, 2, 3, 4, 5, 7, 8 & 10

* OPTIONAL

REV'D I-02

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 12

31-1906

APPROVED
PRINCIPAL ENGINEER
DATE 1-02
WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY
ALTERNATING ONE-WAY TRAFFIC OPERATIONS

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 MTCG
Table 6C-Location of Flagger Station In
Advance of the Work Space

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Distance (ft)</th>
</tr>
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<tbody>
<tr>
<td>20</td>
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<tr>
<td>25</td>
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<tr>
<td>30</td>
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<tr>
<td>50</td>
<td>220</td>
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<tr>
<td>55</td>
<td>335</td>
</tr>
</tbody>
</table>

6 TRAFFIC CONES / DRUMS
@ 20' SPACING

SEE NOTES 1, 2, 5, 7, 8 & 10
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
WORK IN TRAVEL LANE AND SHOULDERTWO LANE HIGHWAY

ADVANCE WARNING AREA 200' LANE SHIFT TAPER AREA

BUFFER AREA 120' WORK AREA

TERMINATION AREA 100' WORK AREA

TERMINATION AREA

BUFFER AREA 120' WORK AREA

ADVANCE WARNING AREA 200'

DENOTES PORTABLE SIGN SUPPORT
DENOTES TRAFFIC CONE OR TRAFFIC DRUM

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

SIGN FACE
62 SQ. FT (MIN)

END ROAD WORK

ROAD WORK AHEAD FINES DOUBLED 31-1906

ROAD WORK AHEAD 80-9603

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'

REV'D 1-02

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 16

APPROVED J. Corey PRINCIPAL ENGINEER DATE 1-02

SCALE none
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

REV'D I-02

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & INFRASYS OPERATIONS
DIVISION OF TRAFFIC ENGINEERING
CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 17

SCALE NONE

APPROVED
J. Carey
PRINCIPAL ENGINEER
DATE I-02
Article 9.71.05 – Basis of Payment is supplemented by the following:

The contract lump sum price for “Maintenance and Protection of Traffic” shall include obtaining Encroachment Permits for all required State roads, including permit fees and the development of a detour plans for CTDOT.

The contract lump sum price for “Maintenance and Protection of Traffic” shall also include relocating construction signs, traffic cones, traffic drum, construction barricades and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports if necessary during construction of the project.

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>PAY UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0971001A Maintenance and Protection of Traffic</td>
<td>LS</td>
</tr>
</tbody>
</table>
TOWN OF STRATFORD
CONNECTICUT

PLAN
FOR
SANITARY SEWER LINING PROJECT
WALNUT STREET/AIRPORT EASEMENT, LORDSHIP BLVD. (RTE 113),
MAIN STREET, STRATFORD AVENUE/LINES PLACE, PARKWAY DRIVE
AND HUNTINGTON ROAD

NOTE:
1. CEOT STANDARD SPECIFICATIONS FOR ROADS, BRIDGES, FACILITIES AND
   INCIDENTAL CONSTRUCTION FORM 617 GOVERN, INCLUDING LATEST
   SUPPLEMENTAL SPECIFICATIONS AND PART OF THE PROJECT CONTRACT
   DOCUMENTS AS MODIFIED BY THE PROJECT SPECIAL PROVISIONS.

MAYOR:
LAURA R. HOYDICK

DIRECTOR OF PUBLIC WORKS:
MAURICE McCARTHY

TOWN ENGINEER:
JOHN R. CASEY JR., P.E.

LIST OF DRAWINGS

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ENGINEER:

STcroffice
185 PLAINS ROAD
SUITE 208E
MILFORD, CT 06461

SIGNATURE
NAME:  
DATE:  

STATE OF CONNECTICUT
PROFESSIONAL ENGINEER

DECEMBER 2019

CONTRACT DOCUMENTS
MATCHLINE A-A BELOW

MATCHLINE A-A ABOVE

NOTICE TO THE CONTRACTOR:

THE CONTRACTOR SHALL COORDINATE ACCESS DIRECTLY WITH THE AIRPORT PRIOR TO START OF THE CONSTRUCTION.

CONTRACTOR SHALL PROVIDE SCHEDULE OF OPERATIONS IN THE AIRPORT PROPERTY.

MATCHLINE SEE DRAWING NO. SSL-2

FURNISH AND INSTALL 18" LINER 294'
(TO MH 01-SMH-0182)

FURNISH AND INSTALL 18" LINER 264'
(TO MH 01-SMH-0182)

FURNISH AND INSTALL 18" LINER 236'

FURNISH AND INSTALL 18" LINER 295'

SIKORSKY MEMORIAL AIRPORT PROPERTY

SCALE: 1"=50'

DATE: November 19, 2019

TOWN OF STRATFORD

SANITARY SEWER LINING PROJECT
VARIOUS LOCATIONS

SANITARY SEWER LINING PROJECT
SIKORSKY MEMORIAL AIRPORT PROPERTY

THE CONTRACTOR SHALL PROVIDE SCHEDULE OF OPERATIONS IN THE AIRPORT PROPERTY.

SCALE: 1"=50'

DATE: November 19, 2019

TOWN OF STRATFORD

SANITARY SEWER LINING PROJECT
VARIOUS LOCATIONS
### Description

**Town of Stratford**

**Date:** November 19, 2019

**Project Title:** Sanitary Sewer Lining Project

**Various Locations**

**Address:** 185 Plains Road, Suite 208E, Milford, CT 06461-2479

**Project No.:** SSL-04

**Scale:** 1" = 50'”

**Sheet No.:** 50

**Drawing Title:** 02-SMH-0019, 02-SMH-0013, 02-SMH-0014, 02-SMH-0015

#### Drawings

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<td>Furnish and Install 8' Liner 381' ACP Existing</td>
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#### Revisions

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#### Notes

- FURNISH AND INSTALL 8' LINER 52' ACP EXISTING
- FURNISH AND INSTALL 8' LINER 381' ACP EXISTING
SANITARY SEWER LINING PROJECT
VARIOUS LOCATIONS

TOWN OF STRATFORD

DATE: November 19, 2019

SCALE: 1" = 50'
SANITARY SEWER LINING PROJECT
VARIOUS LOCATIONS
185 Plains Road, Suite 208E
Milford, CT 06461-2479
DATE: December 4, 2019

MATCHLINE SEE DRAWING NO. SSL-5

07-SMH-0284
07-SMH-0285
07-SMH-0018

REPLACE 15" PVC PIPE, 8 LF
POINT REPAIR

07-SMH-0032

FURNISH AND INSTALL 15"
LINER 213' VCP EXISTING

07-SMH-0029

FURNISH AND INSTALL 15"
LINER 55' VCP EXISTING

07-SMH-0030

FURNISH AND INSTALL 15"
LINER 405' VCP EXISTING

07-SMH-0031

FURNISH AND INSTALL 15"
LINER 213' VCP EXISTING

07-SMH-0284

REPLACE 15" PVC PIPE, 8 LF
POINT REPAIR

07-SMH-0018

SCALE: 1"=50'
SANITARY SEWER LINING PROJECT
VARIOUS LOCATIONS

08-SMH-007
FURNISH AND INSTALL 8" LINER 300' VCP EXISTING
08-SMH-0044
FURNISH AND INSTALL 8" LINER 300' VCP EXISTING
08-SMH-0042
FURNISH AND INSTALL 8" LINER 300' VCP EXISTING
04-SMH-0042
REPLACE 8" PVC PIPE, 30 LF POINT REPAIR
04-SMH-0045
REPLACE 8" PVC PIPE, 20 LF POINT REPAIR
08-SMH-0014
REPLACE 8" PVC, 20 LF
08-SMH-007
FURNISH AND INSTALL 8" LINER 270' VCP EXISTING
04-SMH-0042
FURNISH AND INSTALL 8" LINER 270' VCP EXISTING

148.3'
35.4'

SUSPENDED STRUCTURE
BURIED STRUCTURE

1058 Plains Road, Suite 208E
Milford, CT 06461-2479

DATE: November 19, 2019

TOWN OF STRATFORD
PROJECT TITLE: SANITARY SEWER LINING
PROJECT NO.: SSL-7
DRAWING NO.: 7
SHEET NO.: 50' 0 100'
SCALE: 1"=50'
SANITARY SEWER LINING PROJECT
VARIOUS LOCATIONS

10.5'

FURNISH AND INSTALL 8" LINER 125'
15-SMH-0170

FURNISH AND INSTALL 8" LINER 145'
15-SMH-0179

FURNISH AND INSTALL 8" LINER 205'
15-SMH-0015

FURNISH AND INSTALL 8" LINER 295'
15-SMH-0111

REPLACE 8" PVC, 10 LF
POINT REPAIR
15-SMH-0147

REV. 4020294
DATE: November 19, 2019
185 Plains Road, Suite 208E
Milford, CT 06461-2479

STV Inc.
Sub-2066
Milford, CT 06461-0479

TOWN OF STRATFORD

SCALE: 1"=50'

SANITARY SEWER LINING PARKWAY DRIVE

PROJECT NO.:

DRAWING NO.:

DRAWING TITLE:

REVISIONS

DESCRIPTION

DATE

REV.

0

50'

100'

0

0

0
FURNISH AND INSTALL 8" LINER 228'
FURNISH AND INSTALL 8" LINER 251'
FURNISH AND INSTALL 8" LINER 311'
(FROM 15 SMH-0135 TO 15 SMH-0134)
FURNISH AND INSTALL 8" LINER 128'
FURNISH AND INSTALL 8" LINER 316'
REPLACE 8" PVC, 8 LF POINT REPAIR
37.6'