

Request for Proposal #19PSX0245

ADA CONCRETE SIDEWALK RAMPS

Contract Specialist: **Janet DelGreco Olson**

Date Issued: **19 February 2020**

Due Date: **23 March 2020 at 2:00 pm Eastern Time**

**Department of Administrative Services
Procurement Division**



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Request for Proposals (“RFP”)

ADA CONCRETE SIDEWALK RAMPS

Guide to Electronic Proposal Submissions

1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (“DAS”)/Procurement Division that all companies create a Business Network (“BizNet”) account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program have already created a BizNet account.

The BizNet login is: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled “Create New Account”. Login and select “Doing Business with the State” and “Company Information”. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc.).

Existing Companies Needing to Update Their Information: Login to BizNet and select “Doing Business with the State” and “Company Information”.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Division at 860-713-5095.

2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Division’s goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each RFP are being automated in BizNet.

DAS/Procurement Division began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven’t already done so. These forms must be updated on an annual basis, no later than thirty (30) days after the effective date of any material change. Rather than completing them with each proposal submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a proposal response.

Instructions for Uploading Affidavits and Non-Discrimination Forms:

Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:

<https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Admin-Instructions.pdf?la=en>

(a) AFFIDAVITS

THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 – Consulting Agreement Affidavit
- (3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Ethics Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management’s website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(b) NON-DISCRIMINATION –

CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) Form A – Representation by Individual (Regardless of Value)
- (2) Form B – Representation by Entity (Valued at \$50,000 or less)
- (3) **Form C – Affidavit by Entity (RECOMMENDED) (Valued at \$50,000 or more)**
- (4) Form D – New Resolution by Entity
- (5) Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

3. Online Proposal Responses

Any proposal posted by DAS/Procurement Division must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and then upload these completed documents (as well as any other required submittal documents) through BizNet prior to date and time upon which the proposal is due pursuant to the RFP. Late submissions will not be accepted. All proposals response submitted must be e-signed. **Proposals that are not e-signed are not received by DAS/Procurement and cannot be viewed or considered.** If any required documents have not been uploaded, the system will not allow you to e-sign. After successful e-signature, Proposers will get a confirmation that their proposal has been successfully submitted. If you do not receive this electronic confirmation, please contact DAS/Procurement at 860-713-5095. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

- Contractor Information/Electronic Signature Page – Web Based fillable Form
- Employment Information Form (DAS-45) – Web Based fillable Form

- Statement of Qualifications (DAS-14) – PDF Fillable Form
- Connecticut Economic Impact Form (DAS-46) – Web Based fillable Form
- Contract Exhibit B – Price Schedule (RFP-16)
- RFP Addendum (RFP-18) – if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the proposer prior to proposal submittal:

- Standard Terms and Conditions (RFP-19)
- Request for Proposal Document (RFP-22)
- Request for Proposal Contract (RFP-50) – Attachment 1
- Contract Exhibit A – Description of Goods & Services and Additional Terms & Conditions
- Contract Exhibit C – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitations Limitations
- Exhibit D – Standard Wage Rates
- Exhibit E – Prevailing Wage Rates
- Attachment 2 – ADA Guide Sheets
- Attachment 3 – Maintenance Form 10 ADA (work layout drawing)
- Attachment 4 – Pavement Repair Detail Sheet
- Attachment 5 – Metal Post and Sleeve for Maintenance Drawing
- Attachment 6 – Work Zone and Traffic Control
- Attachment 7 – DPS-691-C-3 form
- Attachment 8 – ConnDOT Maintenance District Map

4. Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet accounts with new and/or updated insurance information.

The following documentation will need to be uploaded to each company’s BizNet account and evidencing that the State is an additional insured:

- (a) Certificate of Insurance (Accord Form)
 - Owner’s and Contractor’s Protective Liability
 - Commercial General Liability
 - Automobile Liability
 - Umbrella Liability
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under “DAS Business Friendly Initiatives” at the following website: <https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Upload-Instructions.pdf?la=en>

Proposers are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the RFP. Please read ALL RFP documents carefully and provide all required information. Failure to do so may result in rejection of your proposal.

Overview

The State of Connecticut DAS is issuing this Request for Proposal to solicit proposals for ADA Concrete Sidewalk Ramps for the Connecticut Department of Transportation (“Client Agency”).

Scope of Services

The intention of this RFP is to supply the Client Agency a contract for the ability to have a Contractor provide the complete-in-place installation of ADA sidewalk and ramps according to the Client Agency approved work layout drawings at various locations within the State of Connecticut. All ADA ramp work is to include removal and disposal of all construction debris for the Client Agency, as described with the RFP, during the Contract period. Contractor must furnish all labor, equipment, tools, materials, maintenance and protection of traffic, all signs, barricades and devices erected, re-erected, maintained, removed and disposed by Contractor to perform the requested work. All products ancillary to its installation will be new and comply with the ADA Guide Sheets, herein attached and referred to “Attachment 2”, specifications as described in RFP including any improvements and changes in technology that were developed since the Contract was awarded.

The awarded Contract replaces the following contract award(s) in part or in total: 16PSX0189

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date:	February 19, 2020
OPTIONAL PRE-PROPOSAL MEETING:	Date:	February 28, 2020 at 8:00 am Eastern Time
	Location:	ConnDOT, Berlin Turnpike, Room A Newington CT
RECEIPT OF QUESTIONS:	Date:	March 3, 2020, by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	March 6, 2020
RFP DUE DATE:	Date:	March 23, 2020 at 2:00 pm Eastern Time

2. Pre-Proposal Meeting Requirements

This RFP contains a **non-mandatory** pre-proposal meeting requirement. Proposers who are interested in responding to this RFP have an option to attend the meeting at the specified date/location listed above.

NOTE: Late Arrivals (15 minutes or more) will not be given credit for attendance. Vendors will not be admitted to state buildings without a valid photo ID.

3. Questions

Questions for the purpose of clarifying this RFP must be received no later than the date and time specified in Section 1, "Proposal Schedule" and must be directed to the Contract Specialist, Janet DelGreco Olson via email: janet.delgreco@ct.gov.

4. Communications

During the period from your organization's receipt of this RFP, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Janet DelGreco Olson via email: janet.delgreco@ct.gov.

5. Solicitation Submission

Solicitations shall be submitted online by the RFP due date and time only. Proposers shall upload their solicitation submission to their BizNet account.

Description of Goods & Services Specifications and Additional Terms & Conditions

1. DEFINITIONS:

(a) **FORM 817** – ConnDOT's *Standards Specifications for Roads, Bridges and Incidental Construction* ("Standards").

Work performed under this Contract is to be carried out in accordance with the current Standards including all supplements, revisions and other applicable standards. Click on link to go to FORM 817:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>.

All references to the "Engineer" in FORM 817 refer to the Client Agency or their designated representative.

(b) **ADA** – American Disabilities Act

(c) **CBYD** – Call Before You Dig

(d) **DAS** – Department of Administrative Services

(e) **ConnDOT** – Connecticut Department of Transportation

(f) **ASTM** – American Society for Testing Materials

(g) **CGS** – Connecticut General Statutes

(h) **Client Agency** – defined in this RFP as the ConnDOT's assigned representative given the authority as defined in Section 1.05.05 of the Standards.

(i) **OSHA** – Occupational Safety and Health Administration

(j) **MUTCD** – Manual of Traffic Control Devices

(k) **TMA** – Truck Mounted Attenuator

(l) **ATSSA** – American Traffic Safety Services Association

(m) **NSC** – National Safety Council

(n) **PPE** – Personal Protective Equipment

(o) **DESPP** – Department of Emergency Services and Public Protection

(p) **FHWA** – Federal Highway Administration

(q) **AWS** – American Welding Society

2. MATERIAL SPECIFICATIONS:

All materials will be subject to the latest version of the assurance testing policies and procedures under Section 9.21 for *Concrete Sidewalks* set forth by the Client Agency's materials testing staff in following link:

https://portal.ct.gov/-/media/DOT/documents/dpublications/DMT-Manual_2019_May-1_2reduced.pdf?la=en

3. ADA GUIDE SHEETS ("ATTACHMENT 2"):

All ADA ramps and sidewalks installed and work performed under this Contract is to be carried out in accordance with the latest referenced guide sheets for Attachment 2, including all future supplements and other applicable standards which can be located on the link below during the term of the Contract necessary to meet FHWA standards: <https://www.ct.gov/dot/cwp/view.asp?a=3610&q=411104>

4. PRELIMINARY SURVEY:

Before issuing a purchase order for removal, disposal and/or installation of any of the ADA ramps or sidewalks, the Client Agency will conduct a preliminary survey to establish the limits of construction, identify the type of ramp to be installed according to Attachment 2 and determine whether any additional work will be needed.

All ADA ramps shall be of the type approved by the Client Agency. When requested by the Client Agency, the Contractor shall submit an Attachment 3 for Client Agency approval. Attachment 3 shall include: all measurements, slopes and grade details, material list and material designations and the name and telephone number who can answer questions about the layout. Note: there may be instances where the Client Agency possess an Attachment 3 which have been completed by someone other than the awarded Contractor. At the Client Agency's discretion, the awarded Contractor must utilize any Attachment 3 submitted, owned and approved by the Client Agency,

5. PRE-CONSTRUCTION MEETING:

A pre-construction meeting will be scheduled and is required by the Client Agency prior to actual work being performed for each assigned purchase order. Such meetings will be held at no additional cost to Client Agency.

6. TECHNICAL SPECIFICATIONS:

A. **Client Agency Requirements:** The Contract will consist of submitting an Attachment 3, surveying and removal, disposal of existing and installation of the total square feet of cement ADA of concrete sidewalk ramps with detectable warning strips and abutting sidewalks at various locations throughout the State. Ramps and sidewalks will be constructed to the dimensions and details shown on the Client Agency approved Concrete Sidewalk Ramp replacement Attachment 3, submitted by the Contractor for each assigned curb ramp. Each time the Contractor completes Attachment 3, Attachment 2 is to be referenced. Prior to pouring concrete for ramp or sidewalk, all work required to construct the ramp or sidewalk will be completed and will include, but not be limited to: construction surveying, saw cutting pavement, the resetting of all public and private water gates, gas gates, catch basins tops, manhole tops, and hand holes that may conflict with ramp grades. The quantity range utilized for pricing on the "Concrete Sidewalk/Ramp" item in Exhibit B, Price Schedule, will reflect the total quantity of square feet measured in each designated combined groupings assigned by the maintenance districts. Noncontiguous road segments of ADA concrete ramp and sidewalk groupings are permitted under Contract and

may be compiled on a single purchase order, provided each group is not outside the limits of a one (1) mile radius. Contiguous road segments of ADA concrete ramp and sidewalk groupings located within the limits of more than one (1) mile may be awarded as a single purchase order.

B. Construction Surveying and Work Layout Drawings (“Attachment 3”):

- i. **Description:** The work under this item will consist of completed Attachment 3 and reference survey necessary for the proper control and satisfactory completion of all work at the proposed ramp location. Attachment 3 that dictates the construction limits will be performed to the specifications on Attachment 2 that identify the type of ramp, slope and grades that will need to be met.
- ii. **Materials:** All stakes used for control survey will be of the same quality as used by the Client Agency for this purpose. For slope limits, pavement edges, gutter lines, etc., where so called “green” or “working” stakes are commonly used, lesser quality stakes will be acceptable, provided the stakes are suitable for the intended purposes.
- iii. **Construction Methods:** The Contractor shall be responsible for all stakes, references and batter boards that may be required for construction operations, set and properly reference by the Contractor. The Contractor shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys, any Attachment 3, specifications or special provisions will be called to the Client Agency’s attention immediately for correction or interpretation prior to proceeding with the work. The Contractor will provide a completed Attachment 3 for each proposed curb ramp location indicating the limits required to achieve grades for each ramp prior to removal of existing concrete. The document must indicate any control points that may conflict with the design grades or configuration of the proposed ramp type provided to the Contractor for installation. Infeasibility control points can be but are not limited to: right of way, utility poles, drainage structures, buildings, fences, walls or other features found near the proposed ramp. When Infeasibility control points are encountered within the limits of the ramp that conflict with design grades and prohibit construction of proposed ramp type, the Contractor shall document such conflicts and submit this information to the Client Agency for review and direction. If it is determined the proposed ramp type is not constructible, the Client Agency will provide an alternative ramp type to be constructed at the particular location shown on Attachment 3 or decide not to construct a new curb ramp under this Contract. The Contractor shall furnish all necessary personnel, engineering equipment and supplies, materials, transportation, and work incidental to the accurate and satisfactory completion of this work.
- iv. **Method of Measurement:** Construction surveying is required to establish ramp grades, limits of construction, or control points, will be measured for payment per each location where a concrete sidewalk or ramp is to be installed regardless if the ramp is constructed
- v. **Basis of Payment:** Construction surveying will be paid for at the Contract unit price per location where a concrete sidewalk/ramp is to be installed, complete in place, which price will include: completed Attachment 3 of each location, an Attachment 3 indicating control points, dimensions with grades, limits of construction, estimated pay item quantities, item cost and total cost to construct the proposed ramp type for each location, all materials, tools, equipment, labor and work incidental thereto regardless if the ramp is constructed. Once payment has been made for the Attachment 3, they become the property of the Client Agency.

C. CONCRETE SIDEWALK/RAMP:

- i. **Description:** This item will consist of concrete sidewalk/ramp(s) constructed on compacted granular fill or reclaimed miscellaneous aggregate base course in the locations and to the dimensions and

details shown on Attachment 3 or as ordered by the Client Agency. Ramps are to be constructed according to the criteria indicated on Attachment 2.

- ii. **Material:** Materials for this work will conform to the requirements stated in the Standards and under latest version of the assurance material testing policies and procedures under 09.21 for "Concrete Sidewalks". Granular fill or reclaimed miscellaneous aggregate for base shall conform to The Standards, Article M.02C. The turf seed mix shall conform to Article M 13.04.

iii. **Construction Methods:**

Excavation

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

When removing granite stone or concrete curbing adjacent to the roadway for the installation of the sidewalk ramp, saw cut (2) two feet / (24") twenty-four inches into the roadway. After the sidewalk ramp has been completed, place a bituminous patch utilizing the pavement structure indicated on Attachment 4, the Bituminous Permanent Pavement Detail for Concrete Ramp Construction.

When connecting a new concrete sidewalk/ramp to a section of existing concrete sidewalk, the connection point shall be at the nearest joint in the existing sidewalk not to exceed 15' unless directed otherwise.

Granular fill or Reclaimed Miscellaneous Aggregate Base

The granular fill or reclaimed miscellaneous aggregate base will be placed in layers not to exceed 6" ("inch") in depth and to such a depth that after compaction it will be at the specified depth below the finished grade of the walk. The base will be wetted and rolled or tamped after the spreading of each layer.

Forms

Forms will be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. If made of wood, they will be of 2" (inches) surfaced plank except that at sharp curves thinner material may be used. If made of metal, they shall be of an approved section and have a flat surface on the top. Forms will be of a depth equal to the depth of the sidewalk. Forms will be securely staked, braced and held firmly to the required line and grade and will be sufficiently tight to prevent leakage of mortar. All forms will be cleaned and oiled or wetted before concrete is placed against them. Sheet metal templates 1/8" ("inch") thickness, of the full depth and width of the walk, will be spaced at intervals of 12' ("foot") or as directed. If the concrete is placed in alternate sections, these templates will remain in place until concrete has been placed on both sides of the template. As soon as the concrete has obtained its initial set, the templates will be removed.

Concrete

The concrete will be proportioned, mixed, placed, etc., in accordance to the Standards with the provisions of Section 6.01 for Class "PCC04460 (F)" Concrete and the latest version of the assurance material testing policies and procedures under 09.21 for "Concrete Sidewalks".

Concrete Testing Requirements

The Contractor shall perform in-site testing of concrete to be incorporated into the "Concrete Sidewalk/Ramp" item. The Contractor's personnel performing the testing shall be certified by the ACI

as a Field Testing Technician – Grade I or equivalent. Testing must include determination of the sample’s temperature, slump taken in accordance with ASTM C143, determination of air content in accordance with ASTM C231, and concrete test cylinders made in accordance with ASTM C31. The dimensions, type of cylinder mold, number of cylinders, and method of curing must be as directed by the Client Agency Engineer. After initial curing, the test specimens will be transported by Client Agency to the Client Agency Division of Material Testing for strength evaluation.

Finishing

The surface of the sidewalk ramps will have a coarse broom finish transverse to the slope of the ramp and shall be stable, firm and slip resistant. Surface discontinuities will not exceed ½” (“inch”) maximum. Vertical discontinuities between ¼” (“inch”) and ½” (“inch”) maximum will be beveled 1:2 minimum applied across the entire level change. The outside edges of the slab and all joints will be edged with a ¼” (“inch”) radius-edging tool.

Concrete Curing Requirements

The concrete curing method utilized shall be approved and accepted by the Client Agency in compliance with the Standards, Sections 6.01.03.9(a) for concrete structures and 4.01.03 for Concrete Pavement depending on the type of installation.

Backfilling and Removal of Surplus Material

The sides of the sidewalk and or ramp will be backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk including turf establishment. All surplus material will be removed and the site left in a neat and presentable condition to the satisfaction of the Client Agency.

Detectable Warning Strip

The composite plastic or cast iron detectable warning strips for new construction (cast in place) will be set directly in poured concrete and each tile will be weighted down to prevent the tile from floating after placement in wet concrete in accordance with curing procedures. Install detectable warning strip, according to the plans and the Manufacturer’s specifications, or as directed by the Client Agency.

Turf Establishment

Turf Establishment will conform to Section 9.50 in the Standards.

iv. **Methods of Measurement:**

Concrete Sidewalk/Ramp

Concrete sidewalk/ramp will be measured by the actual number of square feet of concrete sidewalk/ramp installed, completed and accepted.

Concrete Testing Requirements

Concrete testing requirements will not be measured for pricing, but the cost shall be included in the price proposed for the concrete sidewalk/ramp.

Concrete Curing Requirements

This work will not be measured for payment, but the cost will be considered as included in the price proposed for the concrete sidewalk/ramp.

Excavation

Excavation, backfilling, and disposal of surplus material will not be measured for payment, but the cost shall be included in the price proposed for the concrete sidewalk/ramp.

Granular fill or Reclaim

This work will not be measured for payment, but the cost will be considered as included in the price proposed for the concrete sidewalk/ramp.

Granular fill or Reclaimed Miscellaneous Aggregate Base

This work will not be measured for payment, but the cost will be considered as included in the price proposed for the concrete sidewalk/ramp.

Detectable Warning Strips

Installation of a composite plastic detectable warning strip for new construction (cast in place) will not be measured for payment, but the cost will be considered as included in the price proposed for the concrete sidewalk/ramp regardless of the number of tiles installed.

Installation of the cast iron detectable warning strip for new construction (cast in place) will be measured for payment by the unit cost of per square foot of the "Cast Iron Detectable Warning Strip" as listed in Exhibit B, Price Schedule.

Detectable warning strips will be a prefabricated detectable warning tile chosen from the Department's Qualified Products List for +cast in place applications.

[Department's Qualified Products List](#)

Turf Establishment

This work will not be measured for payment, but the cost will be considered as included in the price proposed for the sidewalk/ramp.

Saw Cut Bituminous Pavement

This work will not be measured for payment, but the cost will be considered as included in the price proposed for the concrete sidewalk/ramp. See Attachment 4 for saw cutting road specifications.

- v. **Bases of Payment:** Construction of a concrete sidewalk/ramp will be paid for at the contract unit price each for "Concrete Sidewalk/Ramp", complete in place, which price shall include: all detectable warning tiles, maintenance and protection of traffic (both pedestrian and travel way) , all excavation as specified above, backfill, disposal of surplus material, granular fill or reclaimed miscellaneous aggregate base, curb removal, saw cutting and removal of existing concrete sidewalk, ramp and all equipment, tools, labor and materials incidental thereto.

D. Reset Gear Boxes:

- i. **Description:** This work consists of resetting utility gate boxes to the required elevation and grades.
- ii. **Materials:** All materials conform to local utilities standards. The utility company agrees to supply all materials required to reset a gate box.
- iii. **Construction Methods:** The Contractor submits all required applications to the local utility companies for all work required to reset a gate box. Contact local utility company prior to all work. All work must comply

with local utility companies' standards and regulations. Work includes: performing test pits, dewatering, excavation, making corrections, and all other tasks required to reset a gate box.

- iv. **Method of Measurement:** The item "Reset Gate Boxes" will be measured by the number of gate boxes that have been reset, in place and approved by the local utility companies and/or the Client Agency.
- v. **Basis of Payment:** The item "Reset Gate Boxes" will be paid for at the Contract Unit Price Each, including all required work.

E. Reset Concrete Handhole:

- i. **Description:** Work under this item will consist of resetting a concrete handhole at the location shown on the plans or as directed by the Client Agency in conformity with these specifications.
- ii. **Materials:** The Contractor will be responsible for damage to all equipment and materials incurred during resetting of the concrete handhole. All repairs or replacements due to damage or loss by the Contractor shall be made at the Contractor's expense
- iii. **Construction Methods:** The concrete handhole will be reset where shown on the plans or directed by the Client Agency. The Contractor shall raise or lower the existing concrete handhole so that the top of the handhole is 40 mm above finished grade. When raising of the handhole is required, the following exception will apply: the handhole will not be raised past the limits of the existing conduit entering the handhole. The final placement of the handhole will be such that the conduit ends are left within the limits of the wiring compartment of the handhole.
- iv. **Method of Measurement:** This work will be measured for payment by the number of concrete handholes reset, complete and accepted.
- v. **Basis of Payment:** This work will be paid for at the Contract Unit Price Each for "Reset Concrete Handhole" which price shall include: all labor, delivery and incidentals thereto.

F. Reset Catch Basin Top/Reset Manhole:

- i. **Description:** Resetting catch basin top/reset manhole will include the construction of all catch basins, junction boxes, manholes and drop inlets (and also the alteration, reconstruction or conversion of such existing structures) all in accordance with the lines, grades, dimensions and details shown on the plans, or as ordered, and in accordance with the provisions of these specifications for the various materials and work which constitute the completed structure. Reset units will be paid for at the Contract Unit Price Each for "Reset Manhole," or "Reset Catch Basin," of the type specified, respectively, complete in place, which price shall include: excavation, pervious material, backfill, cutting of pavement, removal and replacement of pavement structure, and all materials, equipment, tools and labor incidental thereto, except that when the work requires reconstruction greater than 3' ("feet"), measured vertically, then it will be paid for as extra work in accordance with the item provided for in this Contract in Exhibit B, Price Schedule for "Additional Catch Basin Top/Manhole Structure Work".
- ii. **Materials:** The materials to be used in the construction will be those indicated on the plans or ordered by the Client Agency and will meet the requirements in the Standards, Article M.08.02.
 - Protective compound material will be as specified in the Standards, Article M.03.09.
 - Galvanizing will be as specified in the Standards, Article M.06.03.
 - Mortar will be as specified in Form the Standards, Article M.11.04.
 - Pervious material will be as specified in the Standards, Article M.02.05.
 - Geotextile will be of a type appearing on the Client Agency's qualified products list for geotextiles, referred to in the Standards, Sub article M.08.01-19 Geotextiles.
- iii. **Construction Methods:** These structures will be constructed in accordance with the requirements contained in RFP for the character of work involved. The provisions of the Standards, Article 6.02.03 pertaining to bar reinforcement will apply except that shop drawings need not be submitted for

approval, unless called for on the plans or directed by the Client Agency. Welding will be performed in accordance with the applicable sections of the AWS Structural Welding Code, D1.1. Structure Welding Code, D1.1 can be found at the following link:

<https://www.aws.org/standards/CommitteesAndStandardsProgram/d1-committee-on-structural-welding>

The surfaces of the tops of all catch basins, junction boxes and drop inlets will be given a coat of protective compound material immediately upon completion of the concrete curing period at the rate of 0.04 gallon/square yard.

All masonry units will be laid in full mortar beds.

Metal fittings for catch basins, junction boxes, manholes or drop inlets will be set in full mortar beds or otherwise secured as shown on the plans.

Inlet and outlet pipes will extend through the walls for a sufficient distance beyond the outside surface to allow for satisfactory connections, and the concrete or masonry will be constructed around them neatly to prevent leakage along their outer surfaces. The pipe will be cut flush with the inside face of the wall, or as shown on the plans.

When constructing a new drainage structure within a run of existing pipe, the section of existing pipe disturbed by the construction will be replaced with new pipe of identical type and size extending from the drainage structure to the nearest joint of the existing pipe.

Pervious material will be used for backfilling the upper portion of the excavation made for catch basins and drop inlets down to the elevation of the invert of the outlet pipe but in no case to a depth greater than 3' ("feet") below the top of the structure. Drainage openings will be formed in the four (4) walls of the structure at or immediately above the bottom of the pervious backfill to convey subsurface drainage. The openings will be covered with geotextile. Depending on the masonry used in the walls, such openings will be formed by the insertion of 2" ("inch") pipes, omission of a header brick or by leaving two ("2") open vertical joints in the masonry.

Frames, covers and tops which are to be reset will be removed from their present beds, the walls or sides will be rebuilt to meet the requirements of the new construction and the tops, frames and covers reset, or the grates or covers may be raised by extensions of suitable height approved by the Client Agency.

Extensions will not be used on catch basins or drop inlets at pavement low points or where adjacent curbing is being raised. Extensions for catch basins or drop inlets will be tack welded to the frame in four locations approximately at the mid points of each side of the frame. If the frames, covers or tops are broken or so damaged as to be unfit for further use, they will be replaced with new, sound material meeting the above requirements for the material involved.

- iv. **Method of Measurement:** Construction, reconstruction and conversion of catch basins, manholes and drop inlets will be measured as units. The depth of a unit shall be the total depth, measured from the highest point of the grate or cover to bottom of floor slab.

Conversion of catch basins to catch basins of the type specified or to manholes, as the case may be, will be measured for payment as a unit including excavation, cutting of pavement, removal and

replacement of pavement, pervious material, backfill and all necessary alterations to the walls and furnishing and setting the frame and grate or cover, whichever applies.

There will be no measurement or direct payment for the application of the protective compound material, but the cost of this work shall be considered as included in the general cost of the work. Resetting tops, frames and covers will be measured as units.

Replacement of tops, frames and covers will be paid for as a unit for resetting plus the unit for catch basin top or manhole frame and cover.

When resetting tops, frames and covers, there will be no measurement for excavation; cutting, removal and replacement of pavement; pervious material and backfill.

Measurement for payment for work and materials involved with installing pipes to connect new drainage structures into a run of existing pipe will be as provided for under the applicable Contract items.

- v. **Basis of Payment:** This work will be paid for at the Contract Unit Price Each for "Reset Catch Basin Top" and "Reset Manhole" which price will include all materials, equipment, labor, delivery and incidentals thereto.

G. Additional Catch Basin Top/Manhole Structure Work: When it becomes necessary to rework, modify or increase the horizontal/vertical structural dimensions of manholes or catch basins past the 3' ("feet") identified in "Reset Catch Basin Top/Reset Manhole" in the Standards, to original or sizes greater than those shown on the approved A provided by the Contractor for "Construction Surveying", the Contractor will construct such manholes and catch basins to modified dimensions as directed by the Client Agency.

- i. **Basis of Payment:** This work will be paid for at the Contract Unit Price by Square Foot for "Additional Catch Basin Top/Manhole Structure Work" which price will include all materials, equipment, labor, delivery and incidentals thereto as identified in Exhibit B, Price Schedule.

H. Concrete Curbing:

- i. **Description:** Contractor shall provide poured in place or pre-cast curbing in accordance with the dimensions and details supplied in the construction surveying work layout drawings that have been approved by the Client Agency.
- ii. **Materials:** All concrete curbing shall be Class "F"(PCC04460) concrete as defined in M.03.02. Precast curbing shall meet the requirements of M.08.02-4. All straight curbing sections shall be uniform length and a minimum of 8' ("feet"). Curved curb section lengths may vary with radii of curves. When a gap of less than 8' ("feet") is required for closure, the length of curbing may vary, but no section less than 2' ("feet") will be permitted. Joint filler shall meet the requirements of M.03.08-2. For both precast and cast-in-place concrete curbing, a ½" ("inch") joint shall be filled with joint filler at intervals of approximately 50' ("feet"), and contraction joints shall be placed at intervals of approximately 15.
- iii. **Construction Methods:** Construction methods shall meet the requirements of the Standards, Section 8.11 & 6.01.03.
- iv. **Method of Measurement:** This work will be measured for payment by the actual number of square feet of concrete curbing completed and accepted by the Client Agency and included in the "Concrete Sidewalk/Ramp" item total quantities.

- v. **Basis of Payment:** This work will be paid at the Contract Unit Price per Square Foot for "Concrete Sidewalk/Ramp " of the type specified, completed and accepted in place, which price shall include: all excavation, materials, equipment, tools, backfilling, disposal of surplus material, and labor incidental thereto. There will be no direct payment for furnishing, placing and compacting base material, but the cost of this work shall be considered as included in the general cost of the work.

I. Installation of Metal Sign Post Sleeves:

- i. **Description:** Work under this item shall consist of furnishing and installing a 6" ("inch") diameter polyvinyl chloride ("PVC") sign post sleeve for a U-Channel sign post at previous existing traffic sign locations, new locations indicated on the work layout drawings or as directed and approved by a Client Agency Traffic Engineer.
- ii. **Materials:** The PVC traffic sign sleeve shall be 6" ("inch") diameter pipe that meets M.08.01-20 PVC Pipe or M.08.01-21 PVC Gravity Pipe and shall be Schedule 40, Attachment 5, accepted by the Client Agency Traffic Engineer.
- iii. **Construction Methods:** The metal sign post sleeve shall be cut to a minimum length of 6" ("inch") and placed in the concrete sidewalk form work at locations shown on the work layout drawings. The sleeve shall be secured at the proper locations prior to the concrete pour. The top of the sleeve shall be set plumb not level with the pitch of the sidewalk. After pouring the concrete, the sleeve shall be trimmed flush with the top surface of the concrete sidewalk. The metal sign post stub, post, and sign will be driven into the sleeve and sub-base hole. The sleeve hole shall be filled with compacted granular fill.
- iv. **Method of Measurement:** This work will not be measured for payment, but the cost will be considered as included in the price proposed for the sidewalk/ramp. The work shall include: all excavation, materials, equipment, tools, backfilling, disposal of surplus material, and labor incidental thereto.

J. Bituminous Asphalt Material Pavement Repair:

- i. **Description:** Work under this item shall consist of furnishing and installing bituminous asphalt material according to the specifications provided in Attachment 4 for patching specifications. This work will be measured for payment in Exhibit B, Price Schedule.
- ii. **Materials:** Materials for this work shall consist of processed aggregate base meeting the requirements of Section M.05.01, HMA S0.375 meeting the requirements of the Standards, Section M.04, and material for tack coat meeting the requirements of Section M.04. All HMA shall be Traffic Level 2 unless indicated otherwise and must be accepted prior to placement by the Client Agency.
- iii. **Construction Methods:** The work shall include: sawcutting, removing and properly disposing of existing bituminous concrete pavement and granular base/subbase, grading and compacting remaining granular base/subbase or subgrade, furnishing, installation and compaction of processed aggregate base, cleaning and application of tack coat on the vertical faces of the sawcut, and placement and compaction of Hot Mix Asphalt ("HMA").
Equipment for this work shall include: pavement cutting, removal, material handling, and compaction equipment to perform all patching operations. Compaction equipment shall include: steel-wheeled roller, vibratory plate compactor or jumping jack compactor, capable of compacting granular and HMA materials to specified requirements. All equipment used to place and compact the HMA shall meet the requirements of Section 4.06. Due to the nature of this work, the equipment shall be small to medium size to fit excavated areas to be patched.
The construction surveying work layout drawings will mark out areas for patching. The minimum length and width dimension of areas to be patched shall be 24" ("inches") in any direction. Make a

straight-line saw cut through the full depth of the bituminous concrete pavement at the marked areas. The cut shall provide a straight, clean, vertical face with no cracking, tearing or breakage along the cut edge. Remove existing pavement and granular material from within the sawcut to the required depth. Grade and compact the remaining granular base/subbase or subgrade meeting the requirements of Section 2.09. A minimum of four (4) passes or coverages must be made by any one (1) compaction device. Install and compact processed aggregate base in 4" ("inch") courses in accordance with Section 3.04. The total compacted depth of all HMA and processed aggregate base shall be 20" ("inch").

The cut sides/walls of the excavated area shall be wiped or swept clean. Tack coat shall be applied covering the entire area of the vertical bituminous concrete faces and allowed to cure or break. HMA shall be placed to match the existing pavement thickness or to a minimum compacted depth of 6" ("inch"). HMA S0.375 Traffic Level 2 shall be placed in lifts between 2" ("inches") and 3" ("inches") and shall have a final lift thickness placed at 2" ("inches"). Pavement placement shall also be in accordance with Section 4.06.03. The Contractor shall confirm that the surface elevation of the finished patch matches and conforms to the existing road surface. The Contractor shall confirm that all patch material placed is uniform in appearance without segregation and all longitudinal surface joints must be sealed with a rubberized joint seal material according to the attached pavement repair detail sheet, Attachment 4, meeting the requirements of ASTM D6690, Type 2 referred to in Standards, Section 4.06-3(7).

- iv. **Method of Measurement:** This work will not be measured for payment, but the cost will be considered as included in the price proposed for the sidewalk/ramp construction. This work shall include: all excavation, materials, equipment, tools, backfilling, disposal of surplus material, and labor incidental thereto.

7. CONTRACTOR NOTIFICATION:

The work described on all purchase orders will not start until ordered by the Client Agency. In addition, no work will be performed unless it is under the control of a Client Agency Inspector or Client Agency Inspector's representative, acting on behalf of Client Agency. Following receipt of issued purchase orders, Contractor will begin work within five (5) working days. Working days will be considered as Monday through Friday. Failure to start work by 8:00 a.m. on the morning of the sixth working day following receipt of issued purchase orders, either by agreement or by default, will be considered as breach of the Contract and corrective action will be pursued by the Client Agency in accordance with Contract language. A pre-construction meeting will be held with the Contractor and Client Agency prior to the start of any work performed in order to review intended scope of work, schedule and logistics.

8. CLIENT AGENCY NOTIFICATIONS:

Contractor must notify Client Agency's District Maintenance personnel of its proposed work schedules. Notifications must be made on or before 3:00 p.m. on the day prior to the start of work and must confirm the actual time and location the work is to be done.

9. WORK HOURS:

In accordance with the normal work schedule in use by Client Agency, Contractor must cover regular work hours under the unit prices posted in the Exhibit B, Price Schedule.

Definition of these periods follows:

a. Regular Work Hours

The hours after 6:00 a.m. and before 6:00 p.m. are considered work hours. Client Agency's regular work hours will consist of seven and one-half (7 ½) hours worked between the hours of 8:00 a.m. and 4:00 p.m. The actual work hours will be determined during each project's pre-construction meeting. Due to fluctuating work hours of Client Agency's maintenance crews, regular work day hours may vary slightly by the season depending on weather and traffic conditions. No overtime rates apply. Any changes to the predetermined regular work hours must be in writing and approved by the Client Agency.

10. CALL BEFORE YOU DIG – EXISTING CONDITIONS:

Before any work is performed, the Contractor must contact CBYD at 811 or 1-800-922-4455 or by e-mail to obtain and maintain a request number and the names of the utility companies that are being notified. The Contractor, upon request, must supply the Client Agency with the request number(s) and must update them as needed. Upon request, the Contractor will supply to the Client Agency a complete list of utilities that CBYD will contact for each request. Any subsurface explorations will be cleared with CBYD at least two (2) days prior to installation. Any utility conflict, must be approved by the Client Agency in writing.

<https://www.cbyd.com/#>

11. MAINTENANCE AND PROTECTION OF TRAFFIC:

Contractor must provide work zone signs and cones in accordance with the Standards, Article 9.71.01 and the provided in Attachment 6, in order to protect their work zone and the traveling public when the contracted work comes within the proximity of the roadway. Traffic control patterns will be provided by Contractor for all work proposed. When Contractor furnished traffic control is used, the Contractor must supply and be responsible for all labor including: traffic personnel, equipment; erect, maintain, move and remove all signs, sign supports, barricades, traffic cones, traffic delineators and any but not limited to other material that may be necessary to set up the various traffic control patterns. Contractor traffic control signs and devices are to be furnished for use in acceptable condition per the Client Agency as described in section 6F.04 of the MUTCD. Depending on the operation, the Contractor will be required to provide for municipal police officers and uniformed flaggers. Trafficpersons are to be trained in the proper performance of their duties and will be in addition to working crew members.

No detouring of traffic will be allowed by contracted traffic services. Only planned detours with appropriate notification to the appropriate parties and approved by the Client Agency will be allowed. Contractor must supply, erect, maintain, move and remove any necessary lighting which may be required to illuminate the work area including the illumination of any signing operations.

Basis for Pricing:

Traffic control and traffic control patterns will not be measured for payment, but the cost will be considered as included in the price proposed for the concrete sidewalk/ramp.

12. TRAFFIC PERSONS (CONNECTICUT STATE POLICE OFFICERS, UNIFORMED MUNICIPAL OFFICER, UNIFORMED FLAGGER):

Contractor must furnish the required number of Trafficpersons throughout the term of Contract as decided upon at the preconstruction meeting with the Client Agency and as indicated on the purchase order. The term "Trafficperson" is defined as uniformed flagger(s) or uniformed municipal police officer(s).

i. **Description:** Under this item, the Contractor must provide the services of Trafficpersons of the type and number, and for such periods, as the Client Agency approves for the control, direction of vehicular, and pedestrian's traffic in areas affected by project operations. Trafficpersons' services which have not been requested or approved by the Client Agency, but which have been obtained by the Contractor solely to meet its operational plans or needs, will not be approved for payment. When Connecticut State police officers are used during Contractor furnished traffic control, the DESPP will receive direct payments from the Client Agency for such service and the cost will be excluded in the cost of the planned work to be performed. The payment for Connecticut State police utilized solely by the Contractor for its convenience and not approved by the Client Agency is the responsibility of the Contractor. No separate payment item for State police officers is included under this Contract.

ii. **Construction Method:** The Contractor must inform the Client Agency of its scheduled operations for the following week and the number of Trafficpersons it proposes to use for those operations. The Client Agency will review the proposal and, if it is acceptable to them, approve the type and number of Trafficpersons to be used. In the event of an unplanned, emergency, or short-term operation, the Client Agency may approve the temporary use of properly clothed persons for traffic control until an authorized Trafficperson may be obtained for that work. In no case will such temporary use exceed eight (80 hours for any particular operation).

If the Contractor changes or cancels any scheduled operation without prior notice of same as may be required by the agency providing the Trafficpersons, the Contractor will be responsible for payment, at no cost to the Client Agency, of any show-up cost charged by said agency for affected Trafficpersons who would have been used if not for the pertinent change or cancellation. Exceptions, as approved by the Client Agency, may be granted for adverse weather conditions and unforeseeable causes beyond the control, and not involving the fault or negligence, of the Contractor.

The Contractor is not to direct Trafficpersons assigned to a work site. Trafficpersons are only to take direction from the Client Agency. When Connecticut State police officers are requested, the Contractor must notify the Client Agency of the upcoming operations along with a completed Attachment 7. The Client Agency will review the Contractors upcoming schedule and the completed Attachment 7 and will fax or email it to DESPP's Overtime Office between normal business hours 8:00 a.m. to 2:00 p.m., Monday-Friday (except Holidays):

DESPP Special Duty Overtime Coordinator
1111 Country Club Road
Middletown, CT 06457
Fax: 860-685-8495
Telephone: 860-685-8420
Email: specduty.clerk@ct.gov

The Contractor must inform the Client Agency twenty-eight (28) HOURS in advance of any changes or cancellations of any scheduled operations in order to notify the agency providing the Connecticut State police officers that the Connecticut State police officers service will not be required. Exceptions to the twenty-eight hours (28) notification as approved by the Client Agency may be granted for adverse weather

conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor. The Contractor is not to direct Connecticut State police officers assigned to a work site.

If the Contractor changes or cancels any scheduled operation without prior notice of same as may be required by the agency providing the Trafficpersons, the Contractor will be responsible for payment, at no cost to the Client Agency, of any show-up cost charged by said agency for affected Trafficpersons who would have been used if not for the pertinent change or cancellation. Exceptions, as approved by the Client Agency, may be granted for adverse weather conditions and unforeseeable causes beyond the control, and not involving the fault or negligence, of the Contractor.

Trafficpersons must wear a high-visibility safety garment compliant with OSHA, MUTCD, and ASTM Standards; and the safety garment must have the words "Traffic Control" printed and clearly visible on the front and rear panels (minimum letter size 2" ("inch") of the garment. Worn or faded safety garments that are no longer highly visible must not be used. At the direction of the Client Agency, the Contractor will replace any such garments at no cost to the Client Agency. The following link may be used in reference to what material must be used for the Trafficpersons:

https://www.osha.gov/doc/highway_workzones/mutcd/6e_handsignaling.html

A Trafficperson will assist in implementing the traffic control specified in the item "Traffic Control" contained elsewhere in the Contract, or as otherwise directed by the Client Agency according to the Standard. Any use of a Trafficperson for project operations in a manner that conflicts with the requirements of the Standard specification must have been authorized in writing by the Client Agency.

Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficpersons, and the Client Agency to review the Contractor furnished traffic control, lines of responsibility, and operating guidelines which will be used on the assigned work.

Trafficpersons must consist of the following types:

1. **Connecticut State Police Officer:** Connecticut State police officers must 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 Client Agency. Connecticut State police officers with official Connecticut State police vehicles will be used at such locations and for such periods as the Client Agency deems necessary to control traffic operations and promote increased safety to motorists through the construction sites. On limited access highways, the Client Agency 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.
2. **Municipal Police Officers:** Uniformed municipal police officers must be sworn municipal police officers or uniformed constables employed by the municipality in which the project is located, who perform criminal law enforcement duties for the municipality. Law enforcement personnel will wear the high-visibility safety garment provided by their law enforcement agency. If no high visibility safety garment is provided by said agency, the Contractor will provide the law enforcement personnel with a garment meeting the requirements stated below for a uniformed flaggers' garment. Law enforcement

personnel may also be used for conducting motor vehicle enforcement operations in and around work areas as directed or approved by the Client Agency.

Their services will also include their use of an official municipal police vehicle when so requested by the Client Agency. Uniformed municipal police officers must not be used on limited access highways. If uniformed municipal police officers are unavailable, for a given task, other Trafficpersons may be used if so authorized in writing by the Client Agency.

Uniformed municipal police officers and requested municipal police vehicles will be used at such locations and for such periods as the Client Agency deems necessary for the control of traffic operations and for the safety of motorists passing through sites affected by project operations.

3. **Uniformed Flagger:** Uniformed flaggers must be persons who have successfully completed flagger training by the ATSSA, NSC or other such training approved by the Client Agency. A copy of the flagger's training certificate will be provided to the Client Agency before the flagger performs any project work. The credentials and conduct of uniformed flaggers must comply with the requirements of Chapter 6E, Flagger Control in the Manual on MUTCD. Uniformed flaggers must wear high-visibility safety apparel and use a STOP/SLOW paddle that is at least 18' ("inch") wide with letters at least 6" (" inch") high. The paddle will be mounted on a pole of sufficient length to be 6' ("feet") above the ground as measured from the bottom of the sign.
Uniformed flaggers will only be used on non-limited access highways for the purpose of controlling traffic operations and only when authorized to do so in writing by the Client Agency.

- iii. **Method of Measurement:** Services of Trafficpersons will be measured for pricing by the actual number of hours for each person rendering services approved by the Client Agency. These services will include only such Trafficpersons as are employed within the limits of construction, right of way of the project or along detours authorized by the Client Agency in order to assist public travel through areas affected by project construction. Trafficperson services employed due to use of a detour or bypass beyond the limitations approved by the Client Agency, or in connection with movement of construction vehicles or equipment, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

Trafficpersons must not work more than twelve (12) hours in any one twenty four (24) hour period. If such services are essential for more than twelve (12) hours in such period, for a use approved by the Client Agency, additional Trafficpersons engaged by the Contractor to meet that circumstance will be measured for payment. If a Trafficperson used with the Client Agency's authorization is an employee on the Contractor's payroll, payment under the item Trafficperson ("Uniformed Flagger)" will be made only for those hours when said employee is performing Trafficperson services.

No travel time will be measured for payment for Trafficperson. Mileage fees associated with Trafficperson services will not be measured for payment. Safety garments and STOP/SLOW paddles will not be measured for payment.

- iv. **Basis for Pricing:** Trafficpersons will be paid by the per hour contract unit price for municipal police officer & uniformed flagger as listed in Exhibit B, Price Schedule. Connecticut State police officers will not be measured for payment. When the Client Agency requires Contractor use Connecticut State police officers as Traffic Control Personnel, Contractor will be responsible for their hiring and scheduling. There will be no separate pay item for Connecticut State police officers that are used as Trafficpersons. When Connecticut State police officers are used as

Trafficpersons, the Client Agency will make direct payments to DESPP for each Connecticut State police officer used.

13. SAFETY EQUIPMENT:

Contractor must maintain and utilize all safety equipment as required by any applicable law, regulation and best practice. Contractor must supply all of its employees while performing work under this Contract with any PPE required by State and Federal OSHA standards and regulations in effect at the time of the issuance of the purchase order.

14. SPECIAL PROVISIONS:

- (a) Should Client Agency's drawings and/or specifications appear contradictory in any particulars, or should there be apparent differences in either, Contractor will refer such contradictions to the Client Agency for explanation or correction and will abide by Client Agency's decision.
- (b) Contractor is to keep a competent foreman on the work site at all times during construction, and is to provide all transportation, material, labor, tools, equipment, etc., needed to perform the work in the best manner according to Attachment 3, Attachment 2 and Client Agency specifications.
- (c) All materials provided by Contractor must be new and of the highest quality. Should Contractor introduce any material different from the quality herein described or reasonably implied in the drawings and/or specifications, such material will be immediately removed, disposed and replaced at Contractor's expense when ordered by the Client Agency at any time during the progress of the work. Notification of removal, disposal may be made orally by an authorized Client Agency representative and will be followed up promptly with written notification.
- (d) Contractor must comply with all applicable town/city ordinances. Contractor will give the proper authorities all requisite notice relating to the work, obtain all official permits and pay all proper fees for same, and be answerable for all damage or injury caused to neighboring premises or to persons or property of the public made by Contractor or anyone in the Contractor's employ.
- (e) Contractor will be held responsible for their work, and must protect work in progress from damage by rain, snow, frost or any other cause. Contractor must protect worksite and unfinished or incomplete work with sand barrels or as directed by the Client Agency.
- (f) Contractor, while the work progresses, will keep the premises in a clean and tidy condition free from all unnecessary debris.
- (g) When the work is complete, Contractor will deliver it without exception in a perfect and undamaged state.
- (h) Whenever materials are described under a specific manufacturer's name, and Contractor proposes to use material of another manufacturer, the material must be approved in writing by the Client Agency before it is ordered or used.

- (i) Delays caused by equipment failure or failure of crews to perform services will result in non-payment for these hours. No payment will be made by Client Agency to Contractor for any incomplete work, by default or breach of Contract. Client Agency reserves the right to assess Contractor for all work that must be completed, reassigned or corrected by others.

No payment will be made by Client Agency for rentals of services when work cannot be performed due to extenuating circumstances or adverse weather conditions as determined by Client Agency, providing Contractor be given notification of the work cancellation. When adequate notice is not given by Client Agency to Contractor, or when work is already started by Contractor, and work has to be cancelled because of weather conditions prior to noon, Contractor will be paid a minimum of four (4) hours at the applicable rate. Adequate notice will be agreed upon by the parties and memorialized in writing at the pre-construction meeting.

15. CLIENT AGENCY'S EXPECTATIONS FOR CONTRACTOR'S CAPACITY AND CREW SIZE:

For the purposes of this contract the Client Agency expects the awarded contractor to supply and manage, at a minimum, one (1) crew with all necessary equipment dedicated per Client Agency maintenance district in order to demonstrate the ability to meet the expected demand of work estimated to be associated with this contract.

- i. A crew will be defined as being able to deconstruct the proposed location and excavate, form, pour and install complete the sidewalk and ADA ramp indicated on Attachment 3 in order to meet the requirements in Attachment 2. All equipment, tools and construction materials needed to complete assigned work must be provided by the Contractor. The minimum crew size of four (4)must consist of;
- One (1) competent mason foreman,
 - One (1) laborer,
 - One (1) ½ - 1c.y. Loader bucket, rubber tired backhoe/loader and operator with 12"- 36" varying backhoe bucket widths,
 - One (1) 5-8 C.Y. capacity dump truck with working driver,
 - One (1) portable air compressor 150-250 CFM @ 100 lbs., including two (2) pavement breakers/jackhammers with asphalt cutter, steel-rock drill, two (2) 3" chisels and four (4) 50 ft. sections of air hose and
 - One (1) gasoline or diesel powered hand compactor, one (1) gasoline powered cut off saw.

16. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

(b) P-Card (Purchasing MasterCard Credit Card)

Purchases made by the Client Agency from the Contractor that are less than \$1,000 may be made using the State of Connecticut Purchasing Card ("MasterCard") in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

(c) Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such Subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any Subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the Subcontractor(s). A performance evaluation of any Subcontractor shall be provided promptly by the Contractor to DAS upon request.

Contractor must provide the majority of the work associated with this Contract. It is understood that there may be times where conflicts due to scheduling may arise, which would lend the Contractor to utilize Subcontractors to meet the Client Agency's needs. When this occurs, Contractor must alert DAS for approval of desired subcontractor before work is started.

(d) Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of CGS Sec. 31-53(a):

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

(e) Minimum Wage Rates

The wages paid to any mechanic, laborer, or worker employed in the work contracted to be done shall be at a rate of wages customary or prevailing for the same work in the same trade or occupation and in the area in which Contract is to be performed. Payments shall be made to each employee engaged in work under Contract in trade or occupation listed, not less than the wage rate set by category in accordance with wage scheduled contained in RFP. In the event it becomes necessary for Contractor or any Subcontractor to employ any mechanic, laborer or worker in the trade or occupation for which no minimum wages is set forth, Contractor must immediately notify the Labor Commissioner, who will ascertain the minimum applicable wage rate from the time of the initial employment of the person affected and during the continuance of such employment. Every Contractor or Subcontractor performing work for the State is subject to the provisions noted herein, as determined by the Labor Commissioner, and shall post the prevailing wages in prominent and easily accessible places at worksite. Questions regarding wage regulations should be directed to the State of Connecticut, Department of Labor ("DOL"), Division of Wage and Workplace Standards at 860 263-6790.

(f) Standard Wages

Contractors shall comply with all provisions of CGS 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the DOL, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages: <http://www.ctdol.state.ct.us/wgwkstnd/prevaling-rates/service/rates-service.htm>

(g) Wage Regulations

All provisions outlined in these regulations must be respected throughout the life of Contract including any extensions. During the term of Contract the State will verify that these wage scales are being paid in accordance with CGS §31. This regulation mandates certified payrolls and a statement of compliance to be submitted on a monthly basis to the Client Agency. The wage certification form must be included with proposal submission. Contractors are cautioned that utilization of the term "working supervisor" does not exclude Contractor from paying this position less than the actual work being performed by this person as specified in the prevailing wage scales. Contractor must return the wage certification form with their proposal.

Contractor must comply with the provisions of CGS §31-55a, which reads as follows: "Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July 1st."

(h) Purchase Orders

Questions concerning purchase orders are to be directed to Client Agency's Processing Unit at 860 594-2070.

(i) Invoices and Payments

Client Agency's accounts payable unit through the State Comptroller's Office will issue payments. Payment and invoicing inquiries should be directed to Client Agency's accounts payable unit at 860 594-2305.

All invoices must include:

1. Contractor F.E.I.N. or social security number,
2. Complete Contractor name and billing address,
3. Project number , if applicable,
4. Invoice number and date,
5. Purchase order number,
6. Itemized description of services and/or material supplied,
7. Adjustments, if applicable,
8. Quantity, unit, unit price and extended amount,

9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable and
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, mail invoices to the following address:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington CT 06131-7546

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

(j) Payment Bond

Payment Bond: Contractor may either provide a single payment bond in the amount of one hundred percent (100%) of each purchase order issued, or a single blanket payment bond in the minimum amount of three million dollars (\$3,000,000.00). The Client Agency shall notify the Contractor when a bond is required.

Failure to submit a payment bond in a form satisfactory to the Client Agency within five (5) business days will result in a vendor performance report for possible breach of Contract. If the Contractor fails to cure the breach, DAS will work to resolve the breach based on language set forth in the Contract. The payment bond requirements may be waived by the Client Agency for companies that manufacture and supply their own material and do not purchase materials or services required for Performance of this Contract from any third party source or subcontractor(s). Appropriate documentation must be supplied with each project proposed to establish the basis upon which to request a waiver of the payment bond.

Payment bonds must meet the following requirements:

1. Corporation: The payment bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The payment bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".
3. Individual: The payment bond must be signed by the individual owning the business and indicated "Owner".
4. The surety company executing the payment bond must be licensed to do business in the State of Connecticut, or the payment bond must be countersigned by a company so licensed.
5. The payment bond must be signed by an official of the surety company and the corporate seal must be affixed over his or her signature.
6. Signature of two (2) witnesses for both principal and the surety must appear on the payment bond.

7. A power of attorney for the official signing of the payment bond for the surety company must be submitted with the payment bond, unless such power of attorney has previously been filed with the Client Agency.

Re-insurance arrangements are not acceptable to meet payment bond requirements. A maximum of one (1) co-surety is acceptable for a payment bond. The Client Agency, as obligee, shall hold all surety companies which execute payment bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such payment bonds. Sureties are not allowed to limit their interest in such payment bonds.

Other offers of surety will be reviewed on a case by case basis and approved or disapproved at the sole discretion of the Client Agency.

PARTY FOR NOTICE WHEN CONNDOT IS CLIENT AGENCY:

State of Connecticut
Department of Transportation
Division of Purchasing
PO Box 317546
2800 Berlin Turnpike
Newington CT 06131-7546
Fax: 860 594-2174

(k) Delivery / Pick up

- a) Contractor shall make all deliveries in the quantities requested, to the locations and within the timeframes specified on each purchase order. All delivery locations will be located within the State of Connecticut. All routine deliveries must be made between 8:00 a.m. and 3:30 p.m., Monday through Friday at locations approved by the Client Agency.
- b) Each delivery must be accompanied by a packing or delivery slip that references the purchase order number, identifies the material being delivered and the individual quantities of material included in the shipment and must be presented to a Client Agency representative at time of delivery.
- c) If a Contractor is located within the State of Connecticut, they must provide a pick-up location associated with the pick-up price in the Exhibit B, Price Schedule for the Client Agency.

(l) Quality Assurance Materials Certificate

A Quality Assurance Materials certificate which certifies that materials, components and equipment conform to Contract specifications, must be completed and included with each shipment of materials. The Quality Assurance Materials certificate must comply with Article 1.06.07 of the Standards and include the following information:

- 1. Project/purchase order number to which the material is consigned,
- 2. Name of the company supplying material,
- 3. Item number and description of material,

4. Quantity of material represented by the certificate,
 - a. Means of identifying the consignment, such as label, marking, lot number, serial number, etc. and
5. Date and method of shipment.

The Quality Assurance Materials certificate must be signed by an authorized agent for the organization supplying the material, equipment and/or components. The Quality Assurance Materials certificate must be notarized. A Quality Assurance Materials certificate must accompany each delivery. Shipment and/or payment may be refused by the Client Agency if the Quality Assurance Materials certificate is not presented at the time of delivery.

(m) Warranty

All materials and work furnished under Contract will be covered by a Contractor's warranty protecting against any defects due to faulty material and/or workmanship at no cost to Client Agency for a period of one (1) year from the date of Client Agency's receipt of the Goods.

All costs associated with the transportation of defective Goods back to Contractor and any transportation costs arising from the transportation of replacement Goods back to Client Agency are the responsibility of Contractor.

(n) Geographical Limits

The geographical limits of each district are outlined on Attachment 8.

(o) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

Proposal Requirements

1. Contract Period

The State intends that this contract shall be in effect from 1 April 2020 through 31 March 2022. DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

2. Motor Carrier Administrative Review

If the Performance requires the use and operation of any commercial motor vehicle, as defined in section 14-1 or any vehicle defined in section 14-163c(a) of the CGS, each Proposer whose submittal is not rejected will be the

subject of an administrative review conducted by the Connecticut Department of Motor Vehicles ("ConnDMV"), Administrative Review Unit.

In order for ConnDMV to conduct this review, Proposers must provide DAS with their Connecticut tax registration number and their U.S. DOT number with their RFP response where specified in Exhibit B, Price Schedule. If you do not include the numbers in Exhibit B, Price Schedule and then fail to provide it subsequently when and as asked, your submittal will be rejected.

Further information about the administrative review process may be obtained from ConnDMV at: <https://portal.ct.gov/DMV/Commercial-Vehicle-Safety/Commercial-Vehicle-Safety/Motor-Carriers-Applying-for-State-Contracts>

3. Quantities and/or Usages

If applicable, any quantities set forth in this RFP are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase any particular amount. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting entity.

4. Brand Name Specifications and/or References

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict Proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the Proposer shall warrant to the State that it is fit for that purpose. RFPs on comparable items must clearly state the exact article being offered including any and all applicable options and the Proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the Proposer does not indicate that the article offered is other than as specified, it will be understood that the Proposer is offering the article exactly as specified. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. RFPs submitted that do not contain this documentation are subject to rejection.

5. Stability of Proposed Prices

Any price offerings from Proposers must be valid for a period of ninety (90) days from the due date of the proposals.

6. Amendment or Cancellation of the RFP

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

7. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek Proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

8. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

9. Proposer Demonstration of Proposed Services and or Products

At the discretion of DAS, Proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

10. Erroneous Awards

DAS reserves the right to correct inaccurate awards.

11. Proposal Expenses

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

12. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

13. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the Contract.

14. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by Proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP document, will be considered as part of the selection process and are listed in order of relative importance.

1. Value

- (a) Price Schedule

2. Applicable Content:

- (a) Ability to meet specifications, requirements, terms and conditions proposed.
- (b) Staff Capacity
- (c) Equipment Capacity

3. Business Information:

- (a) Client References
- (b) Past Performance
- (c) SBE/MBE Business
- (d) Brief Company History

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all RFPs in whole or in part, and waive minor irregularities and omissions if the best interest of the state will be served.

Submittal Requirements

1. Value:

- (a) Completed Exhibit B, Price Schedule

2. Applicable Content:

- (a) Ability to meet specifications, requirements, terms and conditions proposed.

(b) Staff Capacity

- i. Machine operators: provide the number of employees and identification of the types of equipment they operate;
- ii. Skilled mason and laborers: provide the number of employees and identification of the types of duties they will be assigned;
- iii. Qualified engineering or survey personnel: provide the number of employees and identification of the duties they will be assigned.

(c) Equipment Capacity

- i. Vehicles: provide the number of vehicles, including make, model year, and the GVWR that will be used to fulfill the Contract requirements stated herein RFP.
- ii. Miscellaneous: provide the number of miscellaneous equipment, including make, model and year that will be used to fulfill the Contract requirements stated herein RFP.

3. Business Information

(a) Proposers should provide names of contact person, addresses, phone numbers, scope of work and approximate dollar amounts for the following:

- i. Previously awarded State of Connecticut contracts similar size and scope.
- ii. Previously awarded contracts in other states of similar size and scope.
- iii. Previously awarded contracts to the private sector of similar size and scope.

(b) DAS Set Aside Certificate

- i. If Proposer is a DAS certified small business Contractor, attach DAS certificate. For additional information on the DAS Supplier program click on the following link: <https://portal.ct.gov/DAS/Procurement/Supplier-Diversity/SBE-MBE-Program-Certification-Application-Small-or-Minority-Business-Enterprise>

(c) Brief business history outlining length of time in business

Negotiations

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The State will pursue negotiations with the proposer whose proposal scores highest. If, for whatever reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to suspend the current RFP process and start the RFP process again.

Attachment 1 to this RFP is a draft contract and it is included in this RFP for informational purposes only in order to show some contract provisions that the State of Connecticut requires. It is not intended to, and will not, be the specific contract that the State and the successful vendor(s) will sign. After DAS selects a vendor, DAS will deliver a draft contract to the vendor for consideration and negotiation. The contract that DAS and the successful vendor will sign may vary from Attachment 1. The contract may include a liquidated damages clause at the discretion of the State.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

This document will be completed when the contract has been awarded.



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

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Contract # **19PSX0245**

Rev. 7/24/2019 Prev. Rev. 10/2/15

EXHIBIT D

STANDARD WAGE RATES

Information concerning Section 31-57f of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.

Questions concerning Standard Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

Contract # **19PSX0245**

Rev. 7/24/2019 Prev. Rev. 10/2/15

EXHIBIT E

PREVAILING WAGE RATES

Prevailing Wage rates will be added through addendum before RFP is due.

CONTRACT

19PSX0245

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

ADA CONCRETE SIDEWALK RAMPS

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This Contract (the "Contract") is made as of the Effective Date by and between, _____ (the "Contractor,") with a principal place of business at _____, acting by _____, its _____ and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Josh Gebale, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) **Claims**: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 - (b) **Client Agency**: The Connecticut Department of Transportation, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) **Confidential Information**: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (d) **Confidential Information Breach**: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
 - (e) **Contract**: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibits A through E and Attachments 2 through 8.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibits A through E and Attachments 2 through 8.
 - (l) Proposal: A submittal in response to a Request for Proposals.
 - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibits A through E and Attachments 2 through 8.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date (Date of Award) through 31 March 2022.

DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibits A through E and Attachments 2 through 8. For purposes of this Contract, to perform and the performance in Exhibits A through E and Attachments 2 through 8 is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing:
 - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
 - (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
 - (d) The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D. Notwithstanding any language regarding Contractor price increases, the Price Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D will not be adjusted to reflect new standard wage rates until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate. The Contractor must provide this documentation to the State within ninety (90) days' of the effective date that the State Department of Labor establishes for the increase in the standard wage. Upon receipt and verification of Contractor documentation, DAS shall adjust the Price Schedule and update Exhibit D accordingly through a supplement to this Contract.

- (e) Price Adjustments:
No price increases are allowed under this Contract.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the

terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts

and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibits A through E and Attachments 2 through 8, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the

Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration

contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a

request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;

- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post

copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

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

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

Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

34. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Janet DelGreco Olson

If to the Contractor:

COMPANY NAME:
NAME:
ADDRESS Line 1:
ADDRESS Line 2:
City, State and Zip:
Attention: Company:
Signatory Name:
Title:

37. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (a) Owner's and Contractors Protective Liability: The Contractor shall purchase Owner's and Contractor Protective Liability Insurance for and in the name of the State of Connecticut. This insurance will provide a total limit of one million dollars (\$1,000,000.00) per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of two million dollars (\$2,000,000.00) for all damages arising out of bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
- (b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. Audit and Inspection of Plants, Places of Business and Records.

- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants

and places of business which, in any way, are related to, or involved in, the performance of this Contract.

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor

disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

47. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
- (c) Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide DAS with any additional reports as DAS may request from time to time within ten (10) days following receipt of DAS' written request. Timely submission of these reports is a material requirement of the Contract. All Title and propriety rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, DAS shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this section.

48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by

specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or

files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Health Insurance Portability and Accountability Act of 1996.

This paragraph was intentionally left blank.
59. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
60. Audit Requirements for Recipients of State Financial Assistance.
This paragraph was intentionally left blank.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

[AWARDED CONTRACTOR]

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: _____
Print or Type Name

Name: Josh Geballe

Title: _____

Title: Commissioner

Date: _____

Date: _____



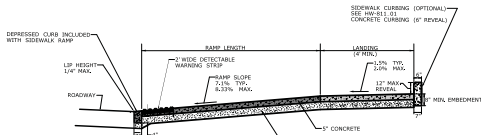
**CONNECTICUT DEPARTMENT
OF
TRANSPORTATION
MAINTENANCE OPERATIONS**

Guide Sheets For:

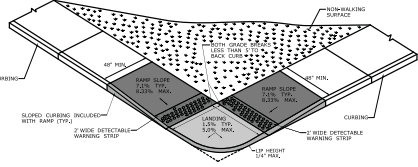
**AMERICAN DISABILITY ACT
CONCRETE SIDEWALK RAMPS**

<p>HIGHWAY OPERATIONS</p>	<p><small>CONTRACT FOR:</small> AMERICAN DISABILITY ACT CONCRETE SIDEWALK RAMPS</p>	<p> STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	<p> TITLE SHEET</p>	<p><small>CONTRACT NO.:</small></p>
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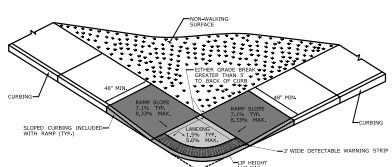
ATTACHMENT 2



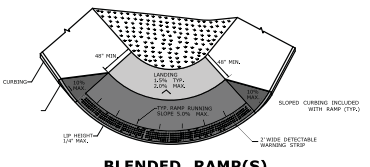
BASIC RAMP ATTRIBUTES
 - Plan view of Ramp Components
 - Section View of Typical Ramp
 - Wheelchair Cross-slope Criteria
 - Ramp Warping Detail



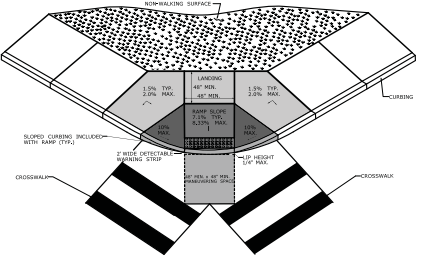
PERPENDICULAR RAMP(S)
LANDING'S GRADE BREAK OF 5' OR LESS
 TYPE 1 SIDEWALK ABUTS ROADWAY
 TYPE 3 SIDEWALK SEPARATED FROM ROADWAY WITH NONWALK AREA



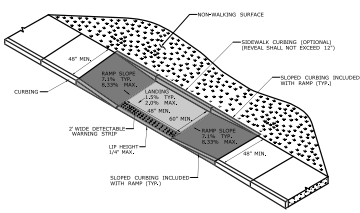
BLENDED RAMP(S)
LANDING'S GRADE BREAK GREATER THAN 5'
 TYPE 2 SIDEWALK ABUTS ROADWAY
 TYPE 4 SIDEWALK SEPARATED FROM ROADWAY WITH NONWALK AREA



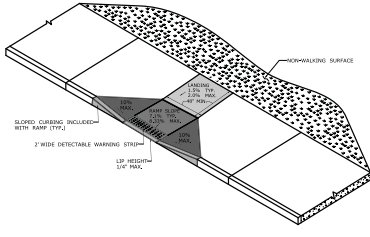
BLENDED RAMP(S)
LANDING'S IS LOCATED ON TOP
 TYPE 5 SIDEWALK ABUTS ROADWAY



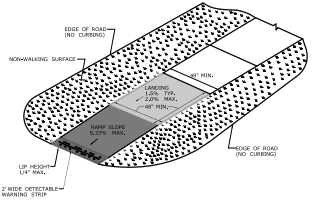
PERPENDICULAR RAMP(S) WITH STREET MANEUVERING SPACE
 TYPE 6 LANDING OBSTRUCTION PRESENT
 TYPE 7 NO LANDING OBSTRUCTION



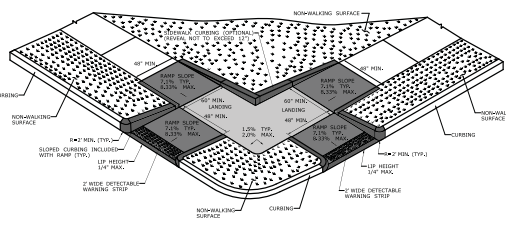
PARALLEL RAMP(S)
 TYPE 9 TWO RAMP(S) APPROACH TO LANDING
 TYPE 10 SINGLE RAMP TO LANDING



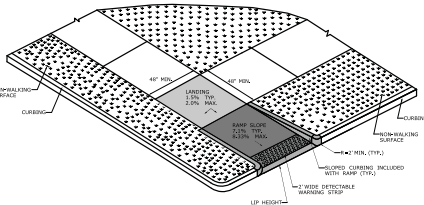
PERPENDICULAR RAMP(S)
 TYPE 8 LANDING BYPASS WITH WALKABLE SURFACE
 TYPE 13 LANDING WITH NON-WALKABLE SURFACE
 TYPE 12 60" X 48" LANDING WITH NON-WALKABLE SURFACE
 TYPE 11 60" X 60" LANDING WITH NON-WALKABLE SURFACE



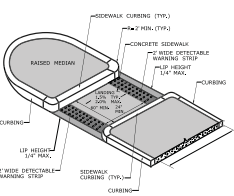
SINGLE DIRECTION RAMP(S)
 TYPE 15 LANDING'S GRADE BREAK LESS THAN 5 FT
 TYPE 14 LANDING'S GRADE BREAK GREATER 5 FT
 TYPE 16 RAMP WITH RETURN CURBING
 TYPE 17 RAMP WITH NO RETURN CURBING



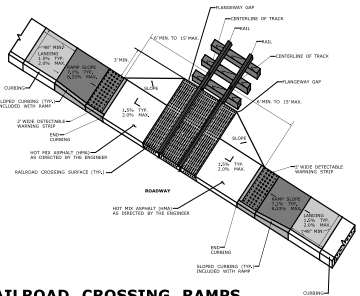
PERPENDICULAR RAMP(S)
 TYPE 18 EXAMPLE OF RAMP FLARE/CURB APPLICATIONS
 TYPE 19 COMBINATION SIDEWALK RAMPS



RESTRICTED PEDESTRIAN CROSSING SIDEWALK RAMP(S)
 TYPE 20 SINGLE RAMP FROM LANDING
 TYPE 21 TWO RAMP(S) TO LANDING



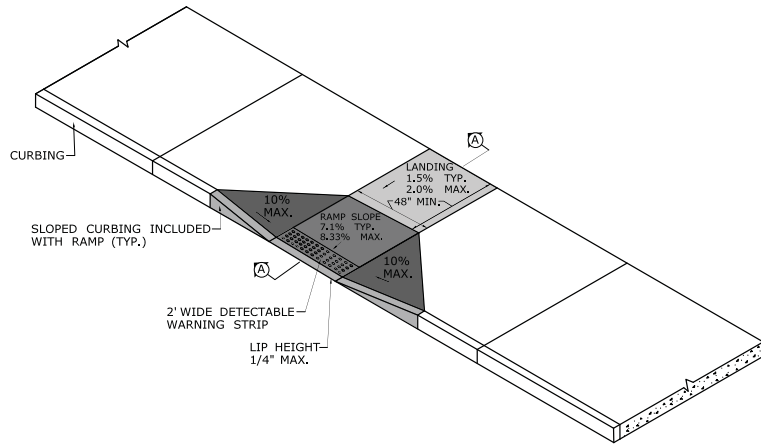
PEDESTRIAN REFUGE ISLAND(S)
 TYPE 22 ISLAND WIDTH 6 FT OR MORE
 TYPE 23 ISLAND LESS THAN 6 FT WIDE
 TYPE 24 REFUGGE ISLAND WITH ELEVATED LANDING
 TYPE 25 RIGHT TURN SLIP-LANE REFUGGE ISLAND
 TYPE 26 REFUGGE ISLAND WITH OFFSET ACCESS



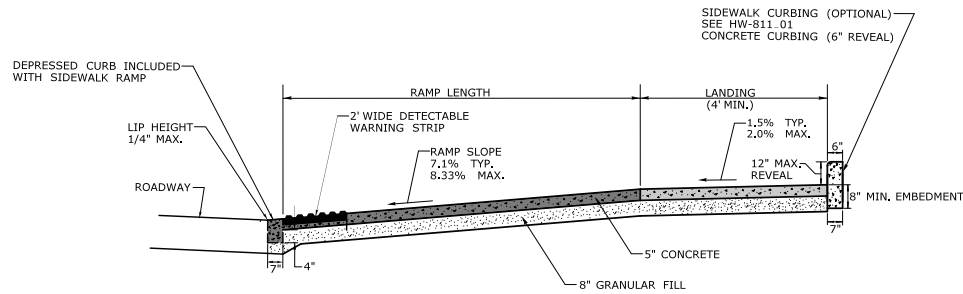
RAILROAD CROSSING RAMPS
 TYPE 27 RAILROAD CROSSING WITHOUT GATE
 TYPE 28 RAILROAD CROSSING WITH GATE

DESIGNER/DRAFTER: -		<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	SIGNATURE/BLOCK: -	PROJECT TITLE: -	TOWN: -	PROJECT NO.: -	
CHECKED BY: -			OFFICE OF ENGINEERING	-	-	-	DRAWING NO.: -
REV. DATE: -			APPROVED BY: -	-	-	-	SHEET NO.: -
REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Plotted Date: 6/11/2019	DRAWING TITLE: CONCRETE SIDEWALK RAMP(S) INDEX		

ATTACHMENT 2

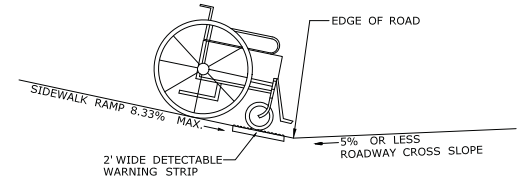


PERPENDICULAR SIDEWALK RAMP

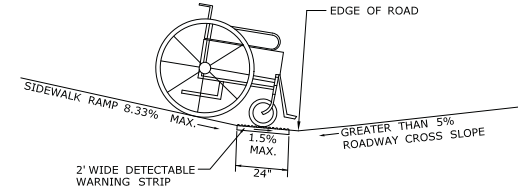


SECTION AA

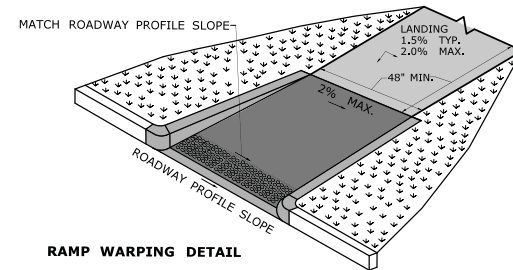
- GENERAL NOTES:**
1. SIDEWALK RAMPS SHALL HAVE A COARSE BROOM FINISH TRAVERSE TO THE SLOPE OF THE RAMP.
 2. VERTICAL SURFACE DISCONTINUITIES AT JOINTS SHALL NOT EXCEED 1/4 INCH.
 3. REMOVAL OF EXISTING SIDEWALK FOR NEW RAMP INSTALLATIONS SHALL BE TO THE NEAREST EXPANSION OR CONTRACTION JOINT.
 4. THE RUNNING SLOPE OF THE CURB RAMP SHALL BE 8.3 PERCENT MAXIMUM BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15 FEET.



SIDEWALK RAMP GRADE AT ROADWAY CROSS SLOPE OF 5% OR LESS



SIDEWALK RAMP GRADE AT ROADWAY CROSS SLOPE OF GREATER THAN 5%



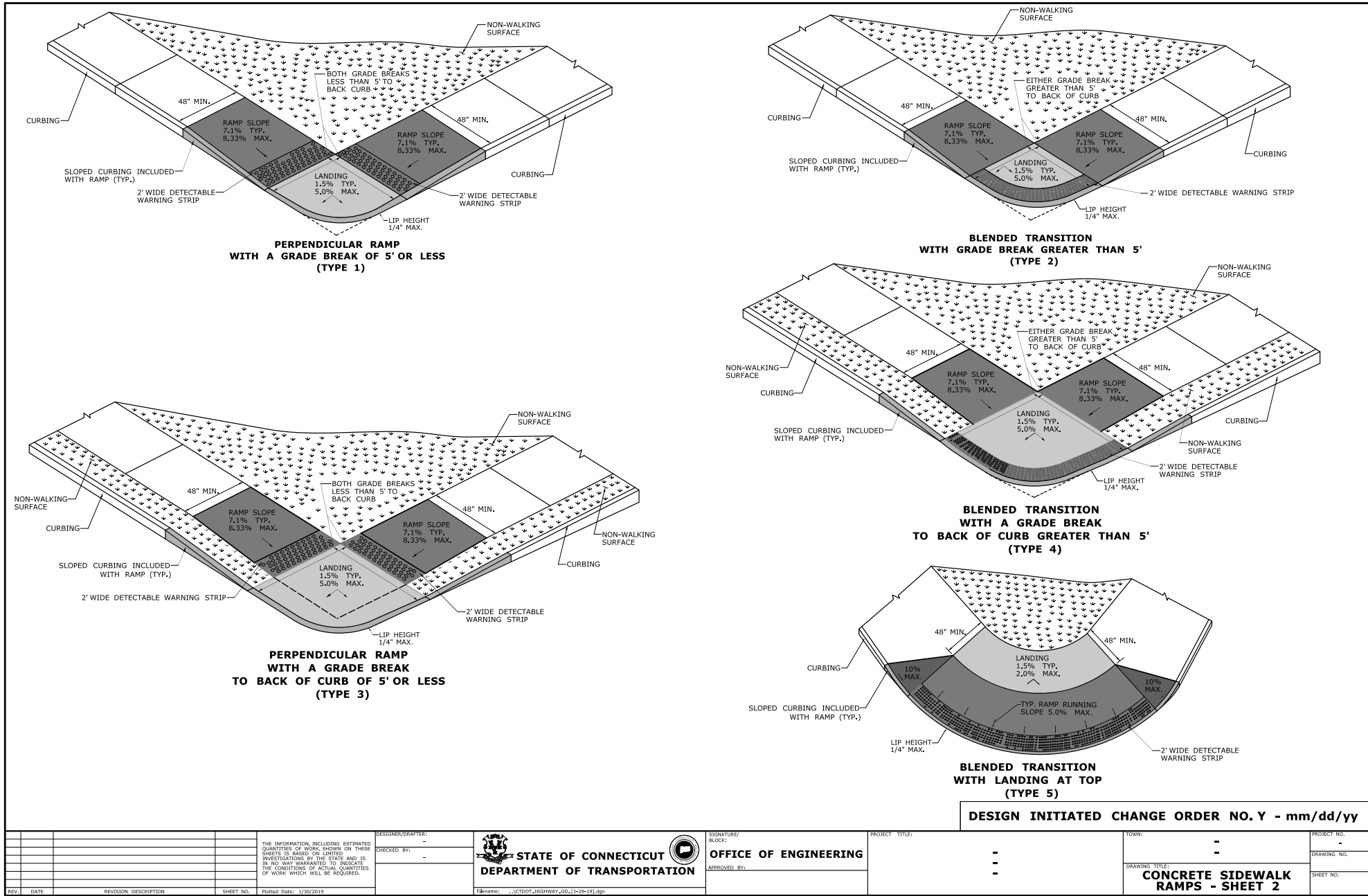
RAMP WARPING DETAIL

1. TRANSITION SIDEWALK RAMP TO MATCH ROADWAY PROFILE AS GRADUALLY AS POSSIBLE. DO NOT EXCEED 3% PER FOOT CROSS SLOPE RATE OF CHANGE WHEN TRANSITIONING TO ROADWAY PROFILE.
2. COMPLETE TRANSITION TO ROADWAY PROFILE BEHIND DETECTABLE WARNING SURFACE.

DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

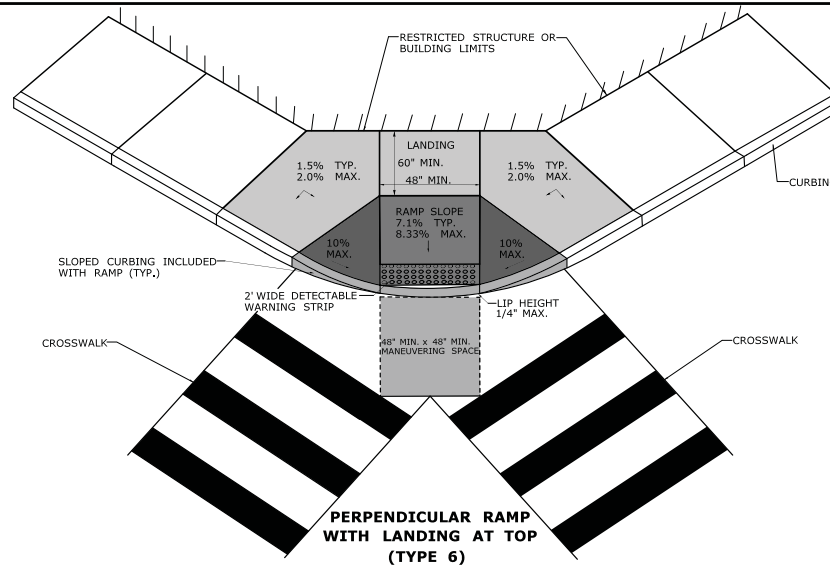
1.	6/19	REVISED MAX LANDING SLOPE TO 2% AND DRAWING TITLE		DESIGNER/DRAFTER: -	<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	SIGNATURE/BLOCK: -	PROJECT TITLE: -	TOWN: -	PROJECT NO.: -
				CHECKED BY: -		OFFICE OF ENGINEERING	-	-	-
						APPROVED BY: -			
REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Plotted Date: 6/11/2019	Filename: \\CTDOT\HIGHWAY_GD [5-30-19].dgn				
								CONCRETE SIDEWALK RAMPS SHEET 1	

ATTACHMENT 2

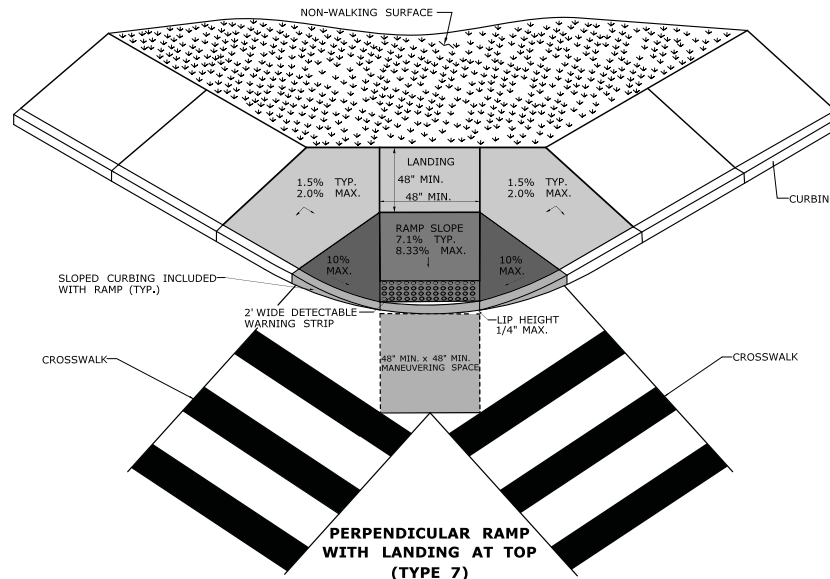


DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Printed Date: 1/30/2019	DESIGNER/DRAFTER: CHECKED BY:	<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	SIGNATURE/BLOCK: OFFICE OF ENGINEERING APPROVED BY:	PROJECT TITLE: -	TOWN: -	PROJECT NO.: -	DRAWING NO.: -	SHEET NO.: -
					<p>THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE, AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.</p>			<p>FILENAME: ...CTDOT_HIGHWAY_GD_1-20-19.dgn</p>		<p>DRAWING TITLE: CONCRETE SIDEWALK RAMPS - SHEET 2</p>		



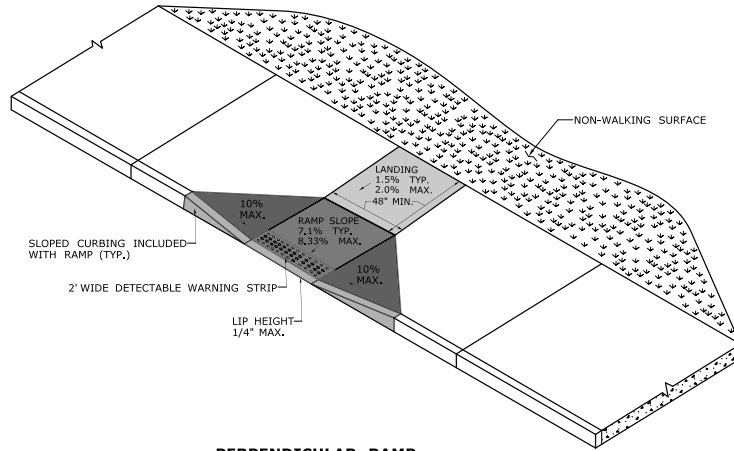
PERPENDICULAR RAMP WITH LANDING AT TOP (TYPE 6)



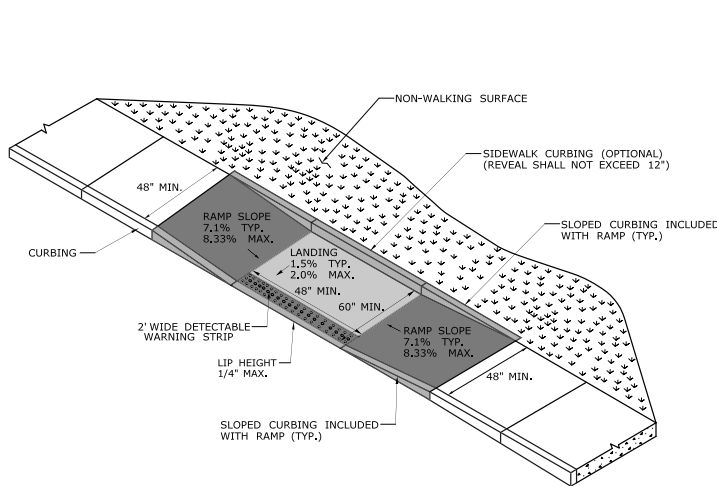
PERPENDICULAR RAMP WITH LANDING AT TOP (TYPE 7)

DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

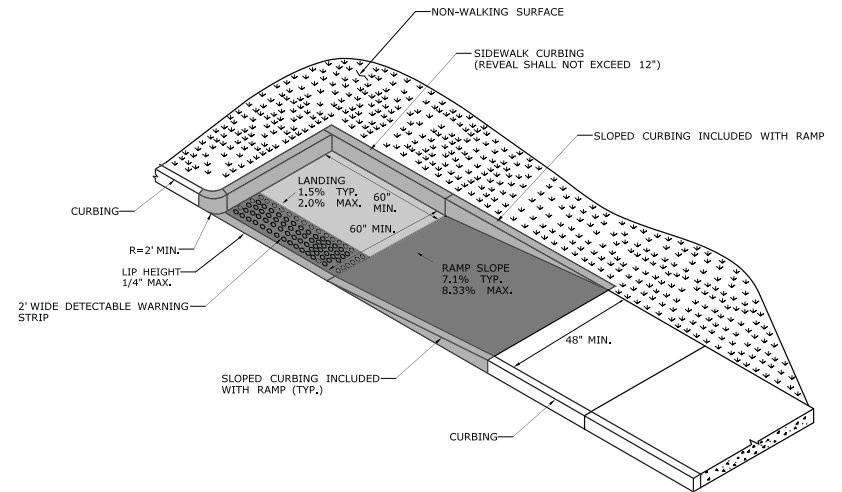
DESIGNER/DRAFTER:		<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	SIGNATURE/BLOCK:		PROJECT TITLE:		TOWN:		PROJECT NO.:	
CHECKED BY:			<p>OFFICE OF ENGINEERING</p>	APPROVED BY:					DRAWING NO.:	
REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Plotted Date: 1/30/2019	<p>CONCRETE SIDEWALK RAMP SHEET 3</p>				SHEET NO.:	



PERPENDICULAR RAMP WITH 48" BY-PASS (TYPE 8)



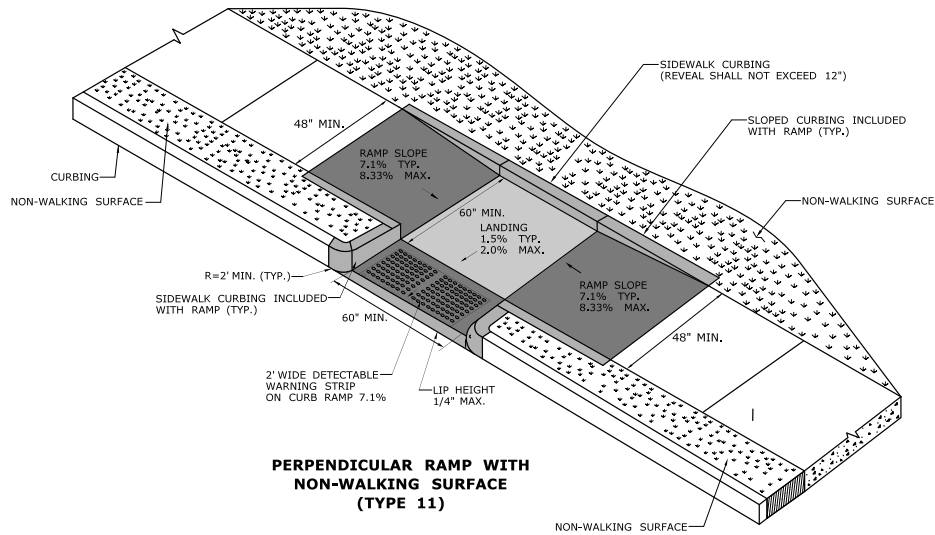
PARALLEL RAMP WITHOUT NON-WALKING SURFACE (TYPE 9)



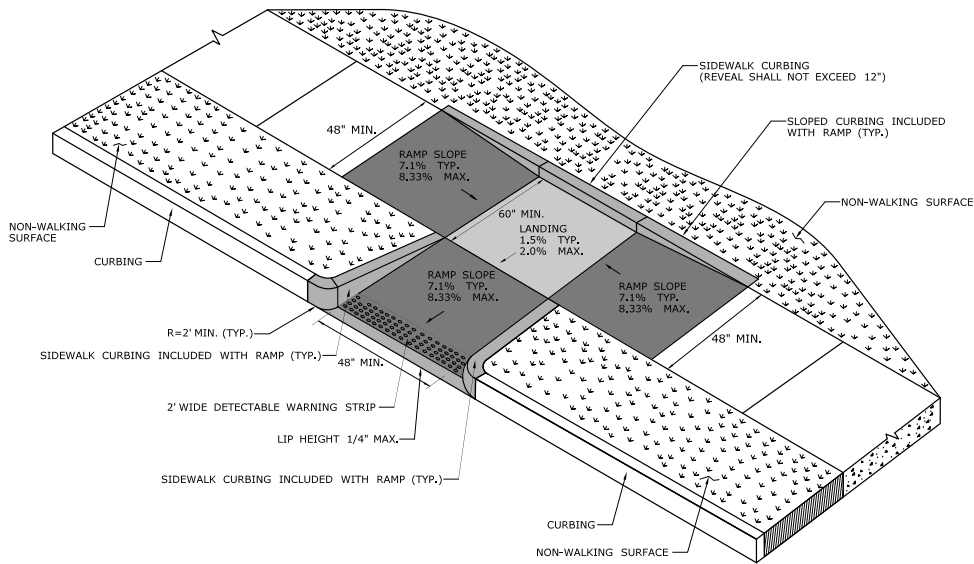
PARALLEL RAMP WITH LANDING AT BOTTOM ON CORNER (TYPE 10)

DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

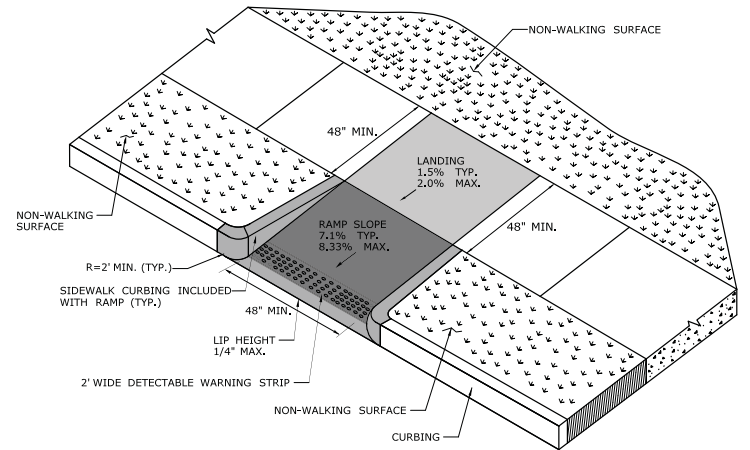
THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.		DESIGNER/DRAFTER: CHECKED BY:	<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	SIGNATURE/BLOCK: OFFICE OF ENGINEERING APPROVED BY:	PROJECT TITLE: - - -	TOWN: - - -	PROJECT NO.: - - -
REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Plotted Date: 1/30/2019	Filename: \\CTDOT\HIGHWAY_GD_1-20191.dgn	DRAWING TITLE: CONCRETE SIDEWALK RAMP SHEET 4	



PERPENDICULAR RAMP WITH NON-WALKING SURFACE (TYPE 11)




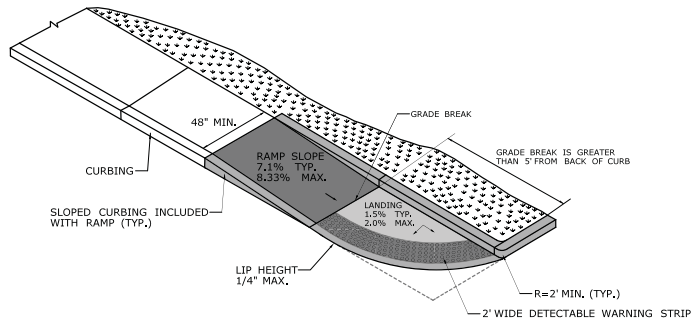
PERPENDICULAR RAMP WITH SIDEWALK CURB AND NON-WALKING SURFACE (TYPE 12)



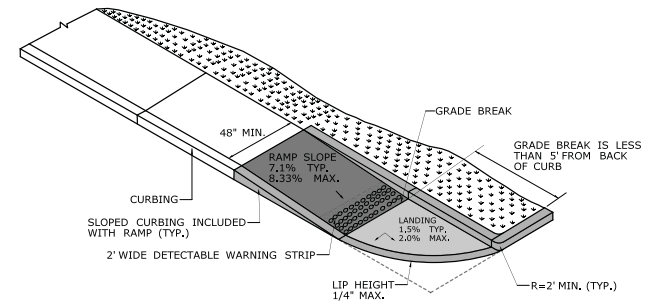
PERPENDICULAR RAMP WITH NON-WALKING SURFACE (TYPE 13)

DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

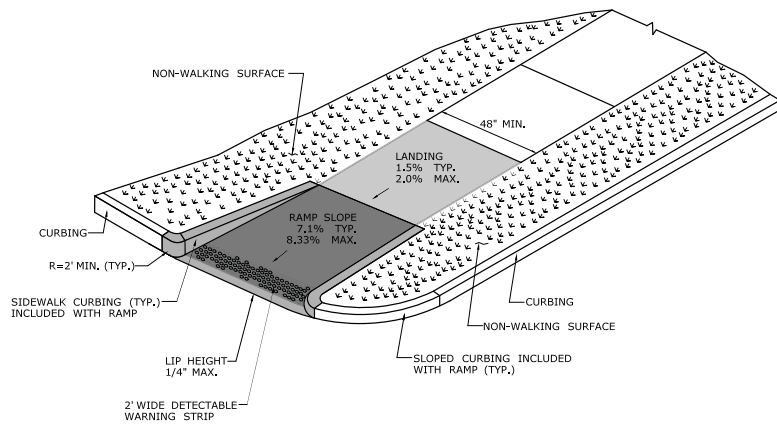
REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Plotted Date: 1/30/2019	DESIGNER/DRAFTER: CHECKED BY:	 <p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	SIGNATURE/ BLOCK: OFFICE OF ENGINEERING APPROVED BY:	PROJECT TITLE:	TOWN:	PROJECT NO.:	DRAWING NO.:
										DRAWING TITLE: CONCRETE SIDEWALK RAMP SHEET 5	
										SHEET NO.:	



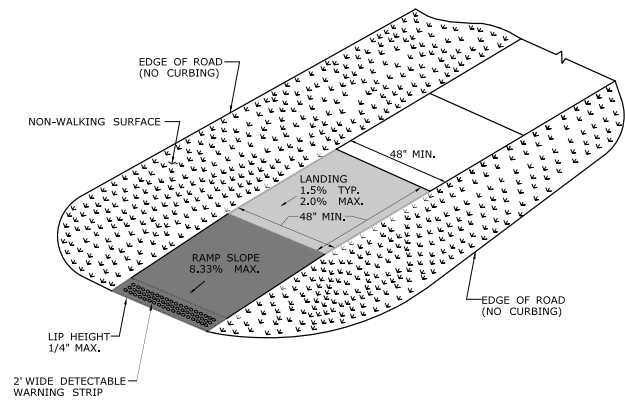
**SINGLE DIRECTION RAMP
WITHOUT NON-WALKING SURFACE
GRADE BREAK IS GREATER
THAN 5' FROM BACK
(TYPE 14)**



**SINGLE DIRECTION RAMP
WITHOUT NON-WALKING SURFACE
GRADE BREAK IS LESS
THAN 5' FROM BACK
(TYPE 15)**



**SINGLE DIRECTION - RETURN CURB
WITH NON-WALKING SURFACE
(TYPE 16)**

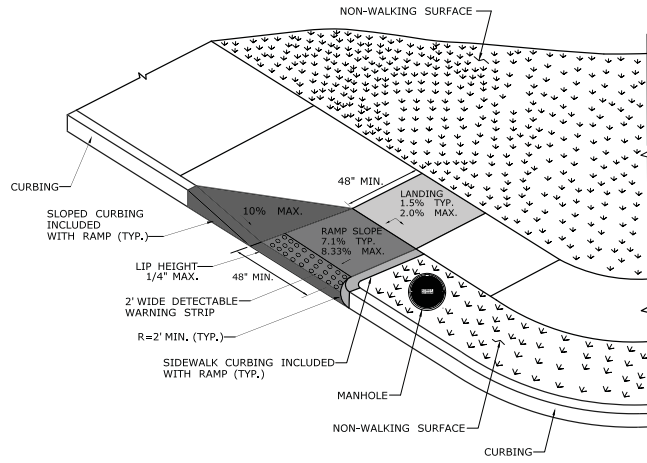


**SINGLE DIRECTION - NO CURB
WITH NON-WALKING SURFACE
(TYPE 17)**

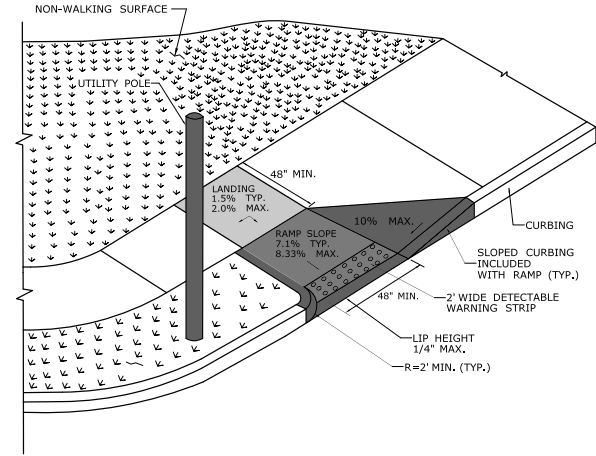
DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Plotted Date: 1/30/2019	DESIGNER/DRAFTER:	<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	SIGNATURE/ BLOCK:	PROJECT TITLE:	TOWN:	PROJECT NO.:
					CHECKED BY:		OFFICE OF ENGINEERING		-	-
<small>THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.</small>					FILENAME: \CTDOT_HIGHWAY_GD_1-20191.dgn	APPROVED BY:	-	-	-	-
								DRAWING TITLE:		SHEET NO.
								CONCRETE SIDEWALK RAMP SHEET 6		

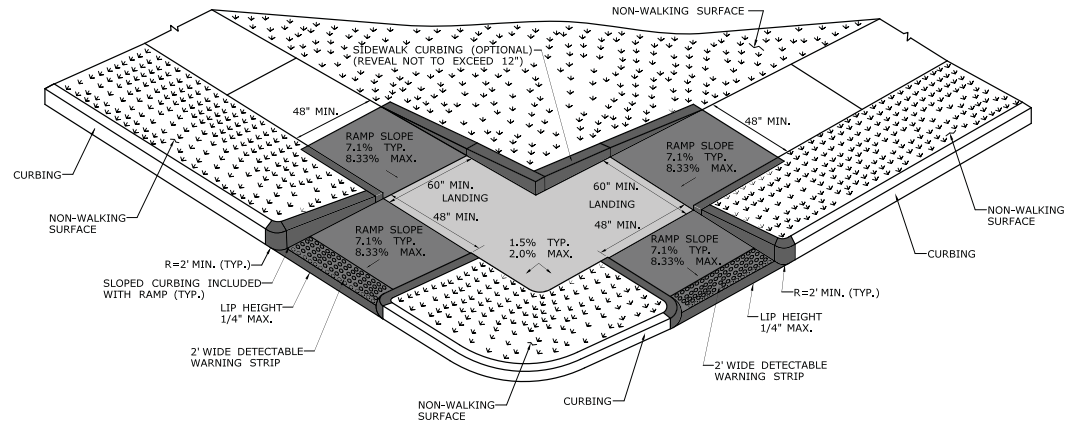
ATTACHMENT 2



PERPENDICULAR RAMP WITH NON-WALKING SURFACE (TYPE 18 LEFT)



PERPENDICULAR RAMP WITH NON-WALKING SURFACE (TYPE 18 RIGHT)

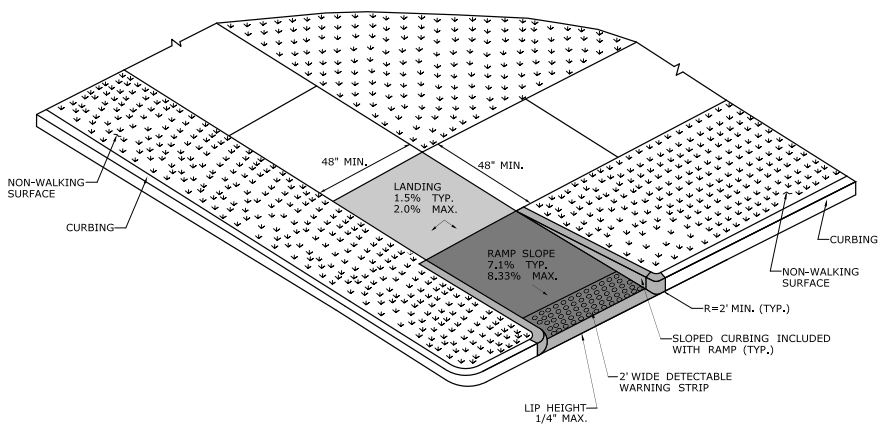


PERPENDICULAR RAMP WITH NON-WALKING SURFACE (TYPE 19)

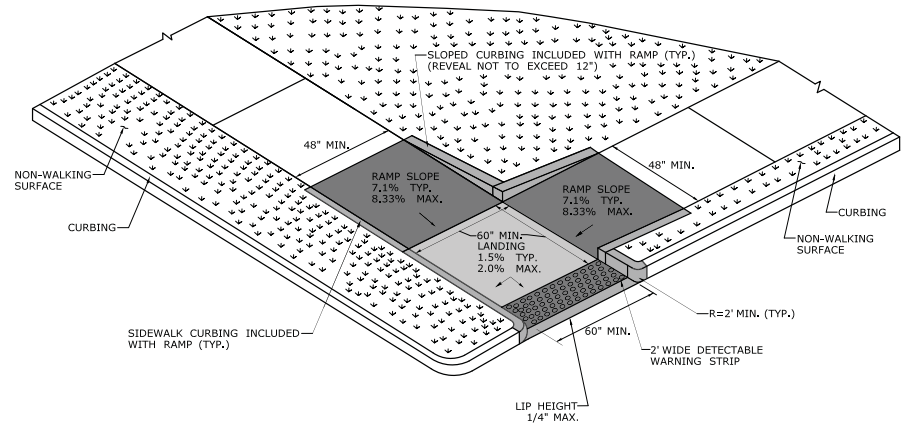
DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

DESIGNER/DRAFTER:	SIGNATURE/BLOCK:	PROJECT TITLE:	TOWN:	PROJECT NO.:
CHECKED BY:	OFFICE OF ENGINEERING			
APPROVED BY:			DRAWING TITLE:	DRAWING NO.:
			CONCRETE SIDEWALK RAMPS SHEET 7	
REV. DATE REVISION DESCRIPTION SHEET NO. Plotted Date: 1/30/2019	FILENAME: \\CTDOT\HIGHWAY_GD_1-20191.dgn			SHEET NO.:

ATTACHMENT 2



RESTRICTED PEDESTRIAN CROSSING SIDEWALK RAMP WITH NON-WALKING SURFACE (TYPE 20)

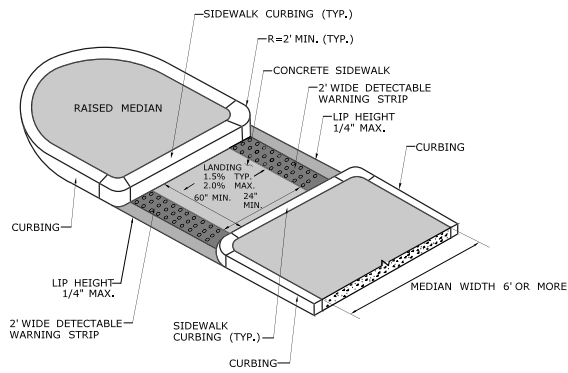


RESTRICTED PEDESTRIAN CROSSING WITH LANDING AT BOTTOM AND NON-WALKING SURFACE (TYPE 21)

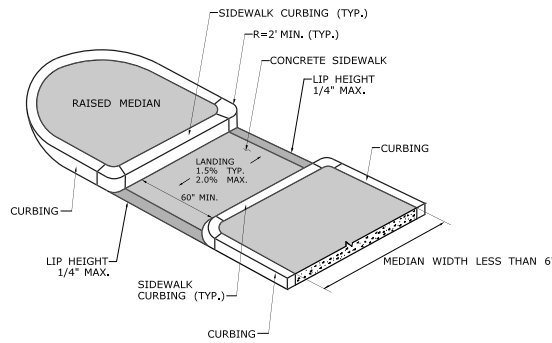
DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.		DESIGNER/DRAFTER: CHECKED BY:	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	SIGNATURE/ BLOCK: OFFICE OF ENGINEERING	PROJECT TITLE: - - -	TOWN: - - -	PROJECT NO.: - - -
REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Plotted Date: 1/30/2019	FILENAME: ...CTDOT_HIGHWAY_GD_1-20-19.dgn	CONCRETE SIDEWALK RAMP SHEET 8	

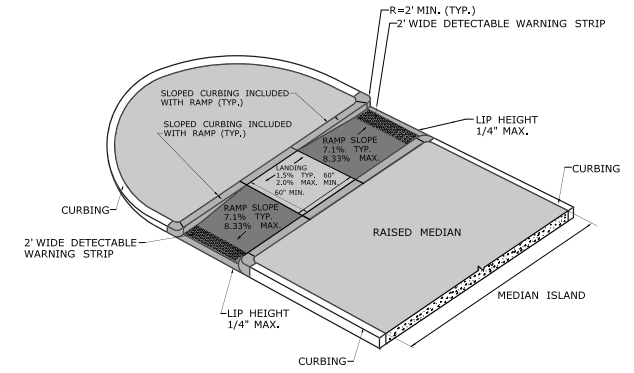
ATTACHMENT 2



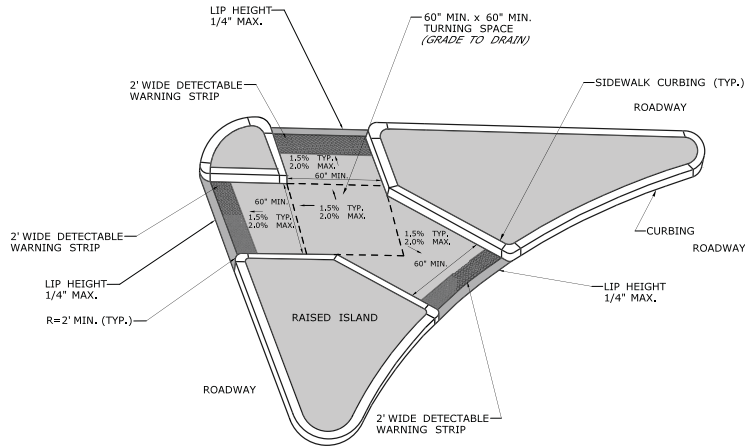
**CUT-THROUGH PEDESTRIAN REFUGE ISLAND
MEDIAN WIDTH 6' OR MORE
(TYPE 22)**



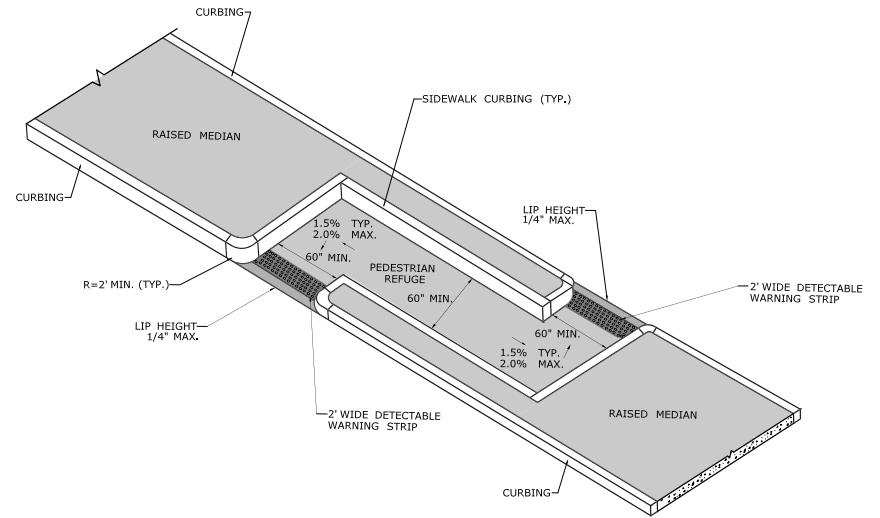
**CUT-THROUGH PEDESTRIAN REFUGE ISLAND
MEDIAN WIDTH LESS THAN 6'
(TYPE 23)**



**PEDESTRIAN REFUGE ISLAND WITH LANDING AND RAMP
(TYPE 24)**



**CUT-THROUGH PEDESTRIAN REFUGE ISLAND
(TYPE 25)**

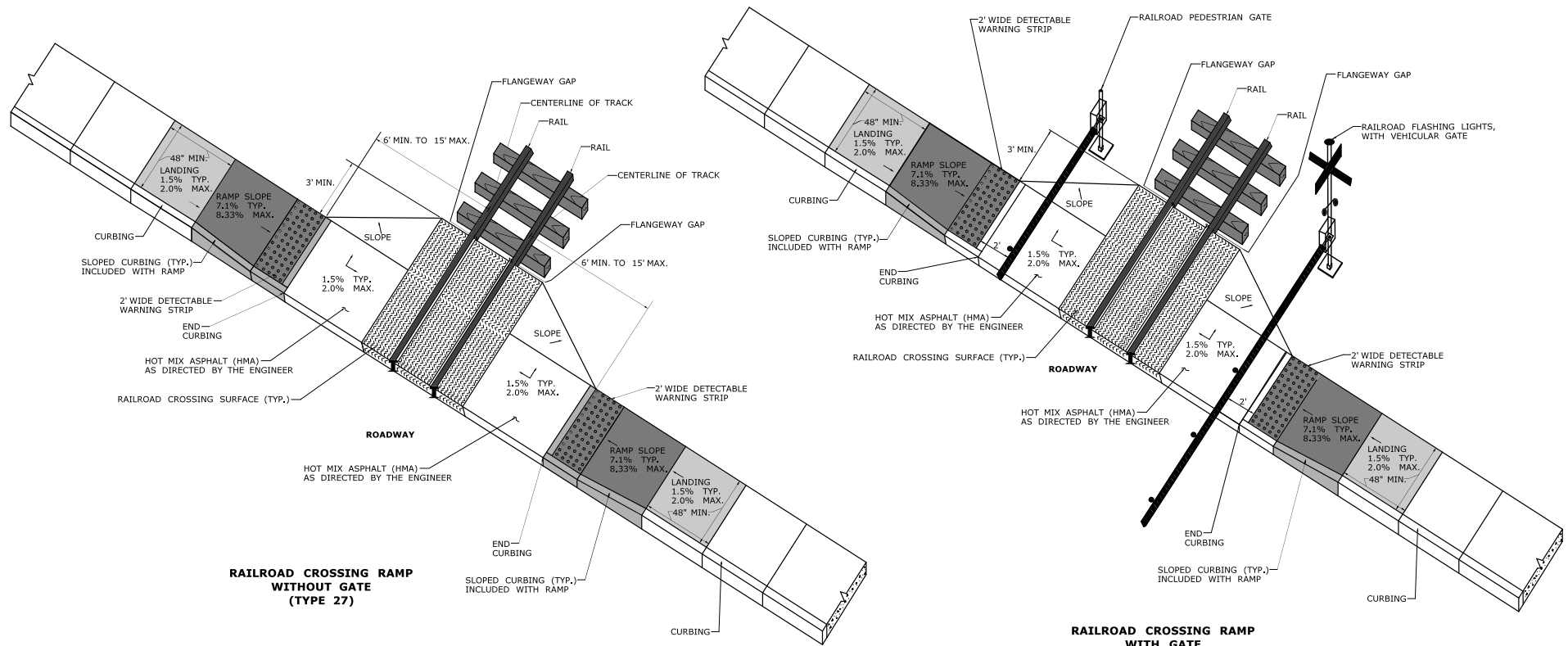


**CUT-THROUGH PEDESTRIAN REFUGE ISLAND
OFFSET CONFIGURATION
(TYPE 26)**

DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

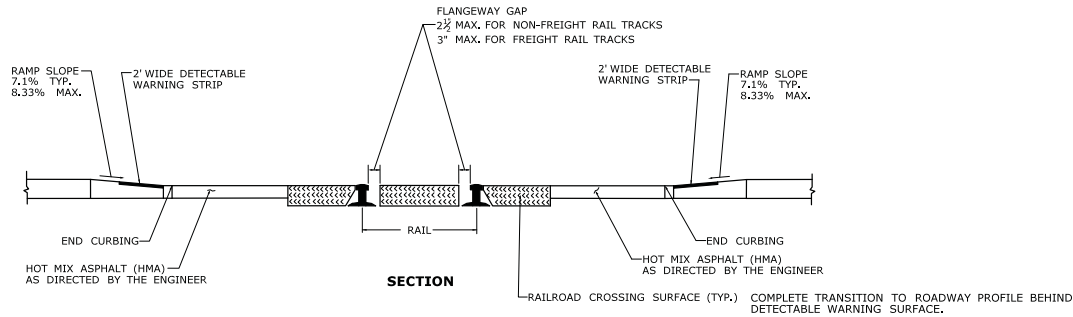
DESIGNER/DRAFTER:		<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	SIGNATURE/BLOCK:		PROJECT TITLE:		TOWN:		PROJECT NO.:	
CHECKED BY:			OFFICE OF ENGINEERING	APPROVED BY:					DRAWING NO.:	
REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Plotted Date: 1/30/2019	DRAWING TITLE:		CONCRETE SIDEWALK RAMP SHEET 9		SHEET NO.:	

ATTACHMENT 2




RAILROAD CROSSING RAMP WITHOUT GATE (TYPE 27)

RAILROAD CROSSING RAMP WITH GATE (TYPE 28)



SECTION

DESIGN INITIATED CHANGE ORDER NO. Y - mm/dd/yy

REV.	DATE	REVISION DESCRIPTION	SHEET NO.	Plotted Date: 1/30/2019	DESIGNER/DRAFTER: CHECKED BY:	 <p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	SIGNATURE/ BLOCK: OFFICE OF ENGINEERING APPROVED BY:	PROJECT TITLE:	TOWN:	PROJECT NO.:
								DRAWING TITLE: CONCRETE SIDEWALK RAMP SHEET 10		DRAWING NO.:
										SHEET NO.:

CONCRETE SIDEWALK RAMP INSTALLATION DIAGRAM

DISTRICT

ROUTE NO.

DIGITAL HIGHWAY MILES

TOWN/CITY

CROSS STREET

STATE PROPOSED RAMP TYPE

PURCHASE ORDER NO.

DATE OF FIELD REVIEW

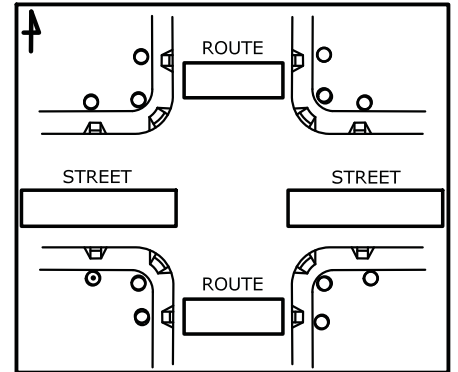
RAMP I.D. NO.

PROJECT NO.

CONTRACTOR CONCURS WITH PROPOSED RAMP TYPE

Y/N

RAMP
Y/N



CORNER RAMP LOCATIONS

IF CONTRACTOR CONTESTED, LIST POTENTIAL CONFLICTS OBSTRUCTING THE PROPOSED RAMP TYPE FROM BEING BUILT;

SECTION FOR CONTRACTOR'S CONCRETE SIDEWALK RAMP RELPLACEMENT DIAGRAM

CONCRETE SIDEWALK RAMP INSTALLATION ITEMS AND QUANTITIES

ATTACHMENT 3

<u>PAY ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST PER ITEM</u>
1. CONSTRUCTION SURVEYING (EA)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
2. CONCRETE SIDEWALK/RAMP (S.F.)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
3. CAST IRON DETECTABLE WARNING STRIP (EA.)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
4. RESET GATE BOXES (EA.)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
5. RESET HANDHOLE (EA.)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
6. RESET CATCH BASIN TOP (EA.)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
7. RESET MANHOLE TOP (EA.)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
8. ADDITIONAL CATCH BASIN/MANHOLE STRUCTURE WORK (S.F.)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
9. TRAFFICPERSON (UNIFORMED FLAGGER) (HR.)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>
10. TRAFFICPERSON (MUNICIPAL POLICE OFFICER) (HR.)	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>

NOTE: THE CONTRACTOR WILL BE PAID AFTER SUBMITTING A COMPLETED LAYOUT DOCUMENT.

TOTAL COST TO CONSTRUCT THE PROPOSED RAMP

START DATE OF CONSTRUCTION:

SUBMITTED BY ON
(CONTRACTORS NAME) (DATE)

THIS SECTION TO BE COMPLETED POST CONSTRUCTION

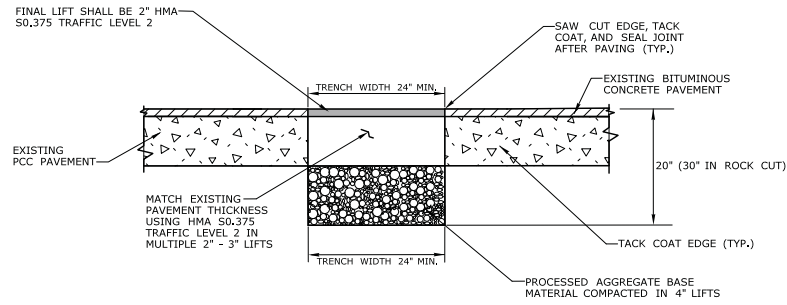
CONTRACTOR'S SIGNATURE DATE

THE CONTRACTOR'S SIGNATURE CERTIFIES THAT THE RAMP IS CONSTRUCTED AT THE MARKED LOCATION TO CONFORM WITH THE REQUIREMENTS ON THE DEPARTMENT'S SIDEWALK RAMP DETAILS AS PROVIDED IN THIS CONTRACT.

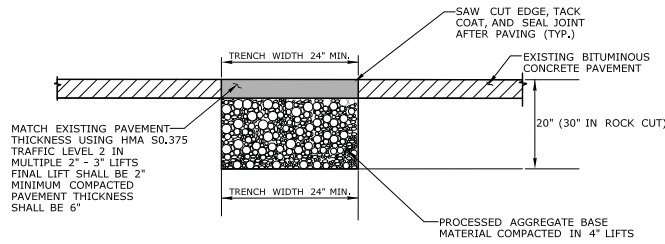
ALL WORK WITHIN THE STATE RIGHT OF WAY WILL COMPLY WITH THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATIONS STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION FORM 817 WITH THE LATEST SPECIAL PROVISIONS AND TYPICAL STATE STANDARD DETAILS.

ACCEPTED FOR PAYMENT BY STATE INSPECTOR DATE

ATTACHMENT 4



PERMANENT PAVEMENT FOR TRENCH THROUGH OVERLAID PORTLAND CEMENT CONCRETE (PCC)

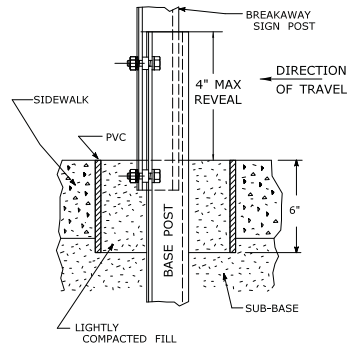
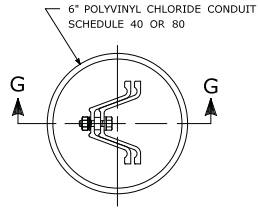


PERMANENT PAVEMENT FOR TRENCH THROUGH BITUMINOUS CONCRETE

DRAFTER: MS	DRAWING DETAIL FOR:		DRAWING TITLE:	CONTRACT NO.
CHECKED BY: EL	HIGHWAY OPERATIONS	MAINTENANCE OPERATIONS BITUMINOUS ASPHALT MATERIAL PATCHING	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	BITUMINOUS ASPHALT MATERIAL PATCHING
NO SCALE				SHEET NO.

ATTACHMENT 5

TYPICAL SLEEVE FOR PAVED AREAS



DRAFTER: MS	HIGHWAY OPERATIONS	DRAWING DETAIL FOR: MAINTENANCE OPERATIONS METAL SIGN POST SLEEVE FOR PAVED AREAS	 STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 	DRAWING TITLE: METAL SIGN POST SLEEVE FOR PAVED AREAS	CONTRACT NO.
CHECKED BY: EL				SHEET NO.	
NO SCALE					

WORK ZONE TRAFFIC CONTROL OPERATIONS

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

TRAFFIC CONTROL PATTERNS

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

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

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

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

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

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

Typical traffic control plans 19 through 25 may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

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

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

PLACEMENT OF SIGNS

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

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

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

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

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

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

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

TABLE I – MINIMUM TAPER LENGTHS

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

SECTION 1. WORK ZONE SAFETY MEETINGS

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda should include:
- Review Project scope of work and time
 - Review pertinent contract plans and requirements related to work zone traffic control operations.
 - Review FORM 817, Section 9.70, Trafficpersons
 - Review FORM 817, Section 9.71, Maintenance and Protection of Traffic
 - Review Contractor's schedule and method of operations.
 - Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
 - Open discussion of work zone questions and issues
 - Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

SECTION 2. GENERAL

- 2.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.
- 2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.
- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.
- 2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to

the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 3.a) Lane Closures shall be installed beginning with the advance warning signs and proceeding forward toward the work area.
- 3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advance warningsigns.
- 3.c) Stopping traffic may be allowed:
- As per the contract for such activities as blasting, steel erection, etc.
 - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
 - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) 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 advance warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include 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 advance warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 5 and traffic shall be allowed to resume their normal travel.
- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall beuncovered.

- 3.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

- 4.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).
- 4.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.
- 4.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
- 4.d) The Flashing Arrow board display shall be in the “arrow” mode for lane closure tapers and in the “caution” mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the “caution” mode when it is positioned in the closed lane.
- 4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

SECTION 5. USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)

- 5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.
- 5.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.
- 5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the “flashing arrow” mode when taking the lane. The sign truck and workers should be immediately ahead of

the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the “caution” mode when traveling in the closed lane.

- 5.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the “caution” mode when in the closed lane.
- 5.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to the specification entitled “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.

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- 6.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
- 6.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- 6.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS)

- 7.a) For lane closures on limited access roadways, one CMS shall be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS shall be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS shall be positioned ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 7.b) CMS should not be installed within 1000 feet of an existing CMS.
- 7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.
- 7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.
- 7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.
- 7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).
- 7.g) The CMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).
- 7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs.
- 7.i) No more than two (2) displays shall be used within any message cycle and the frame time needs to be 3 seconds per frame.
- 7.j) The messages that are allowed on the CMS are as follows:

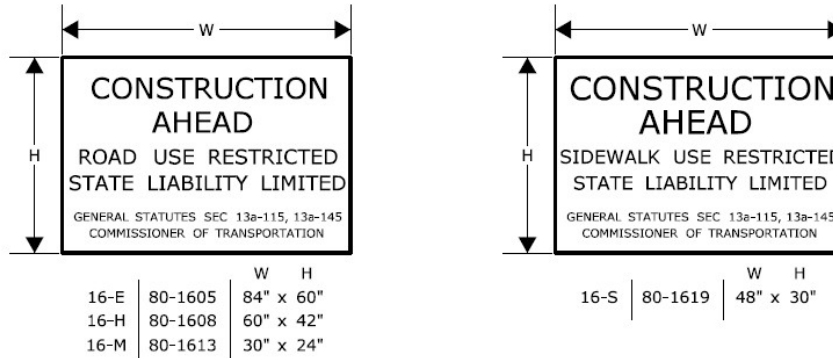
<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>	<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	WORKERS ON ROAD	SLOW DOWN
5	RIGHT LANE CLOSED	MERGE LEFT	13	EXIT XX CLOSED	USE EXIT YY
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	EXIT XX CLOSED USE YY	FOLLOW DETOUR
7	RIGHT LANE CLOSED	REDUCE SPEED	15	2 LANES SHIFT AHEAD	USE CAUTION
8	2 RIGHT LANES CLOSED	REDUCE SPEED	16	3 LANES SHIFT AHEAD	USE CAUTION

For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

SECTION 8. USE OF STATE POLICE OFFICERS

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

SERIES 16 SIGNS



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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

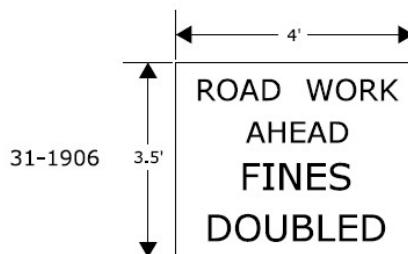
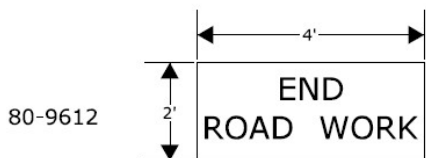
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

"END ROAD WORK" SIGN

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
Charles S. Harlow
2012.06.05 11:35:43-04'00'
PRINCIPAL ENGINEER

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm



SCALE: NONE

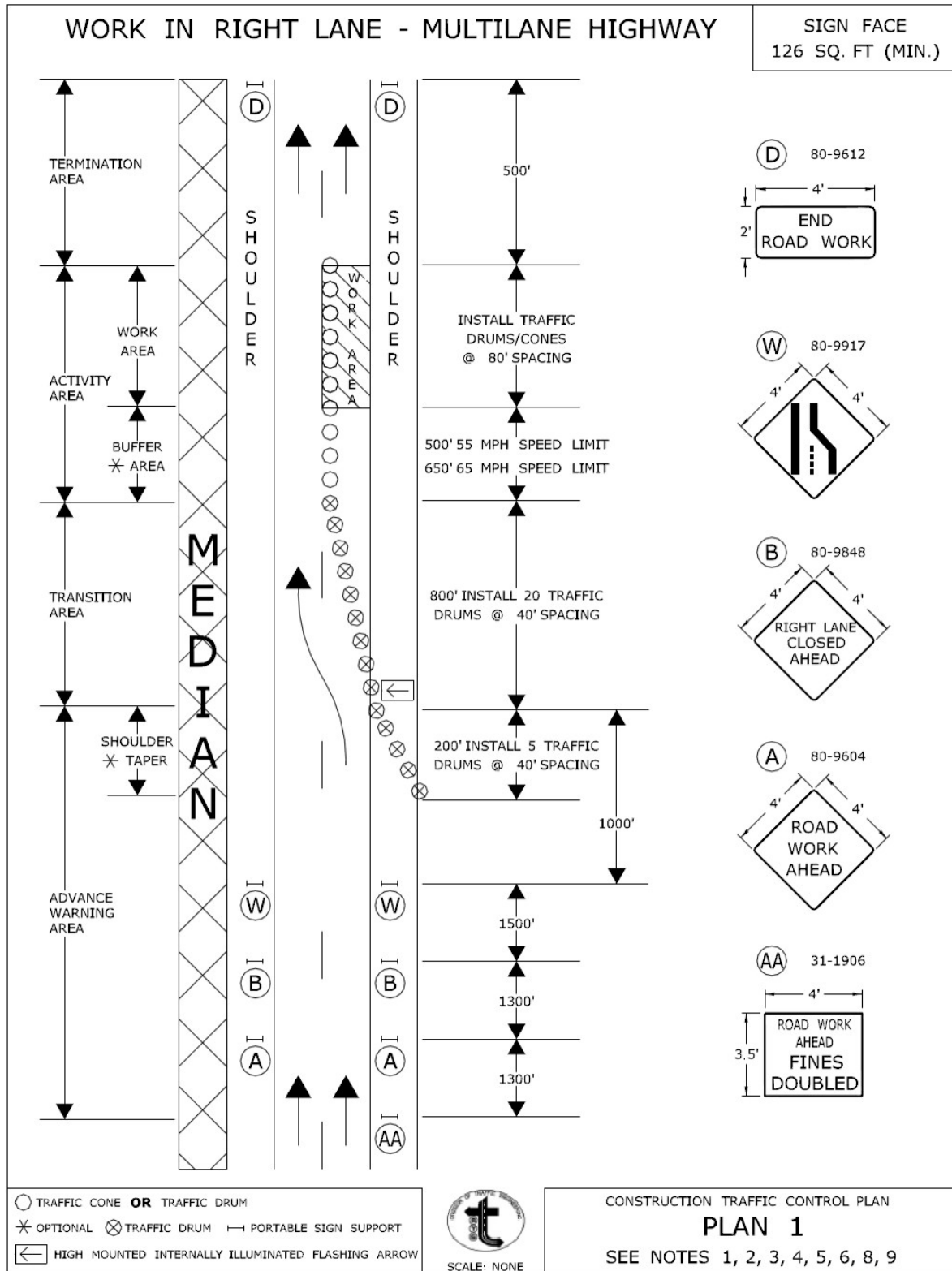
CONSTRUCTION TRAFFIC CONTROL PLAN NOTES

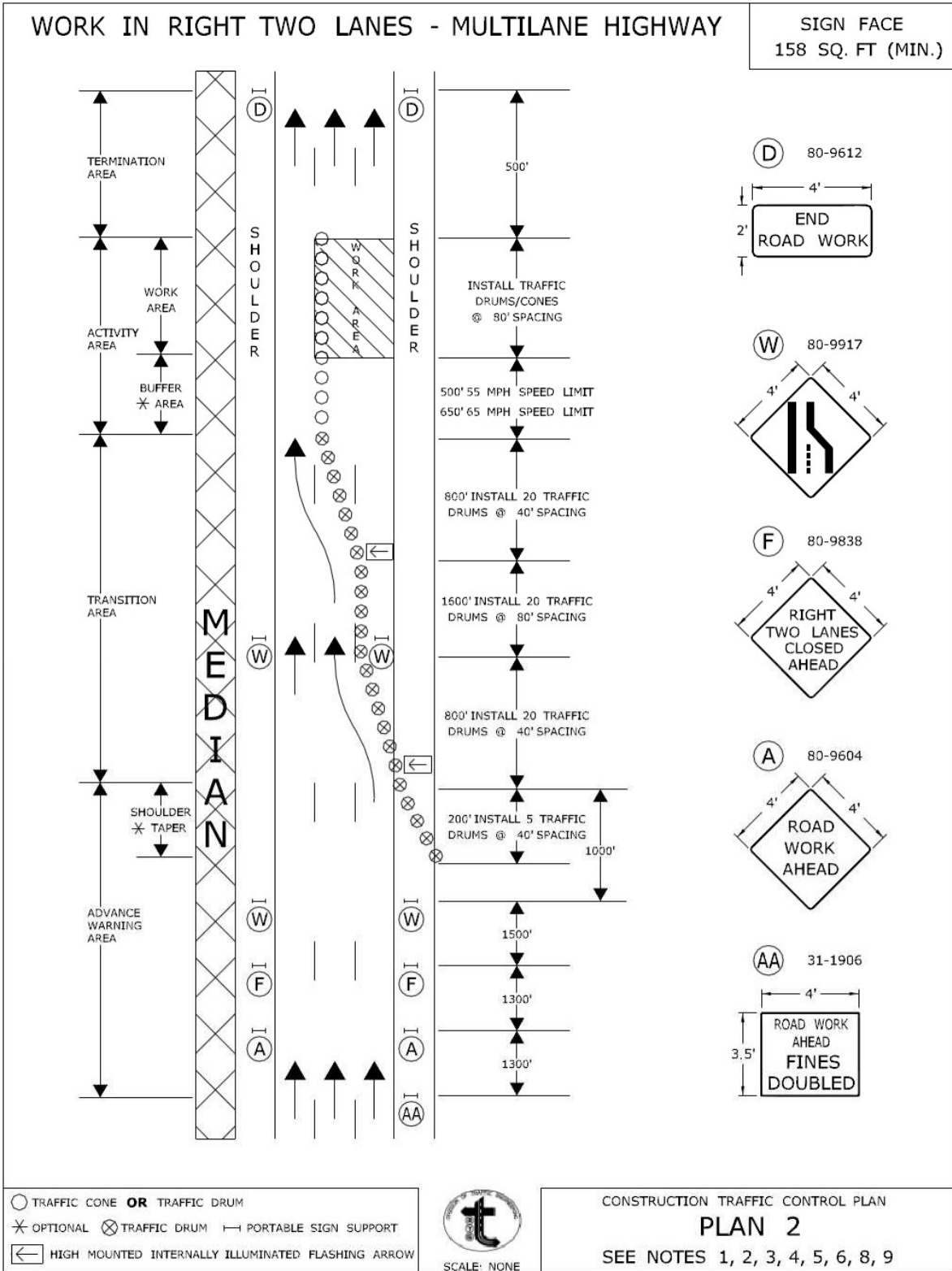
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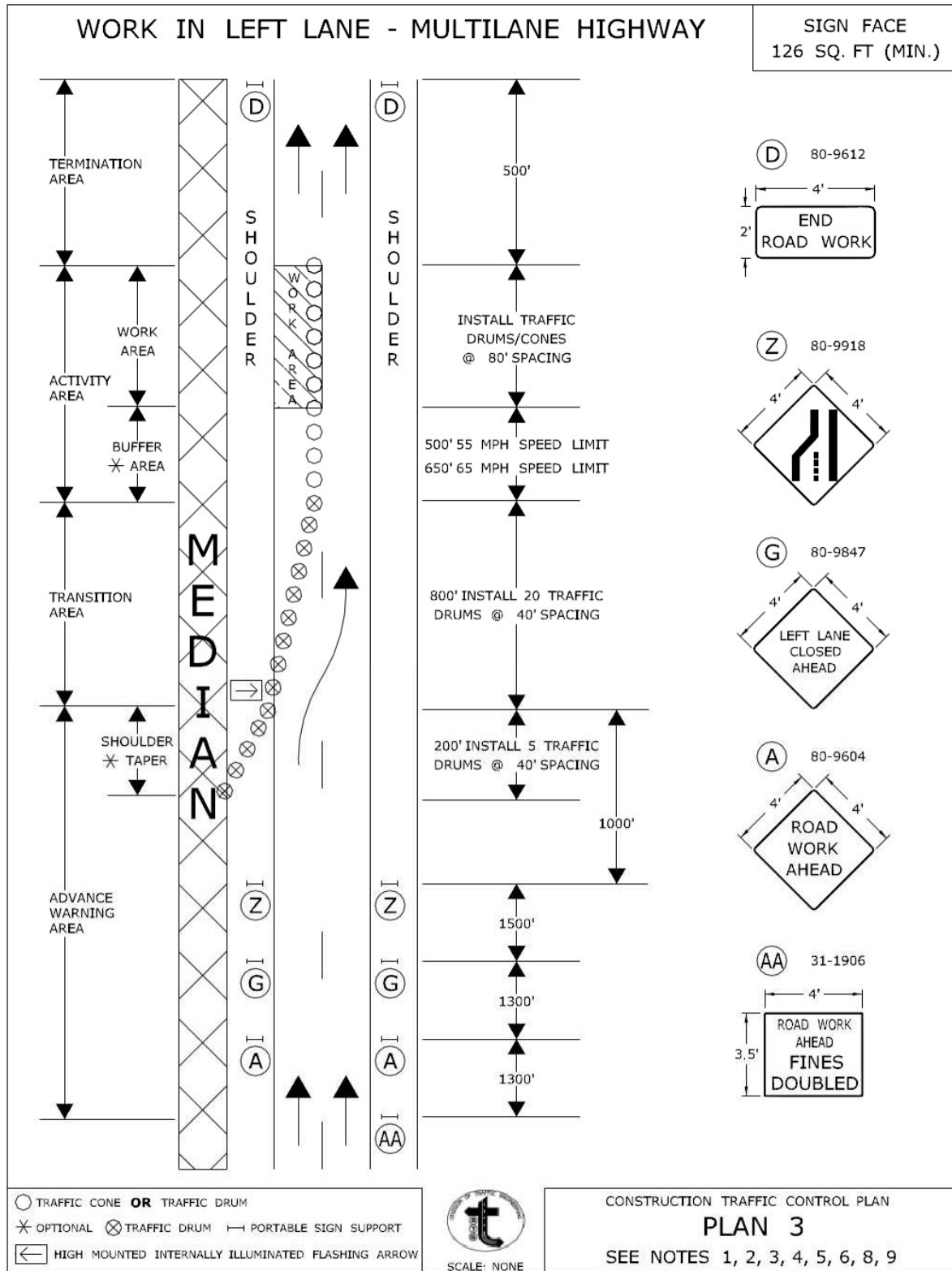
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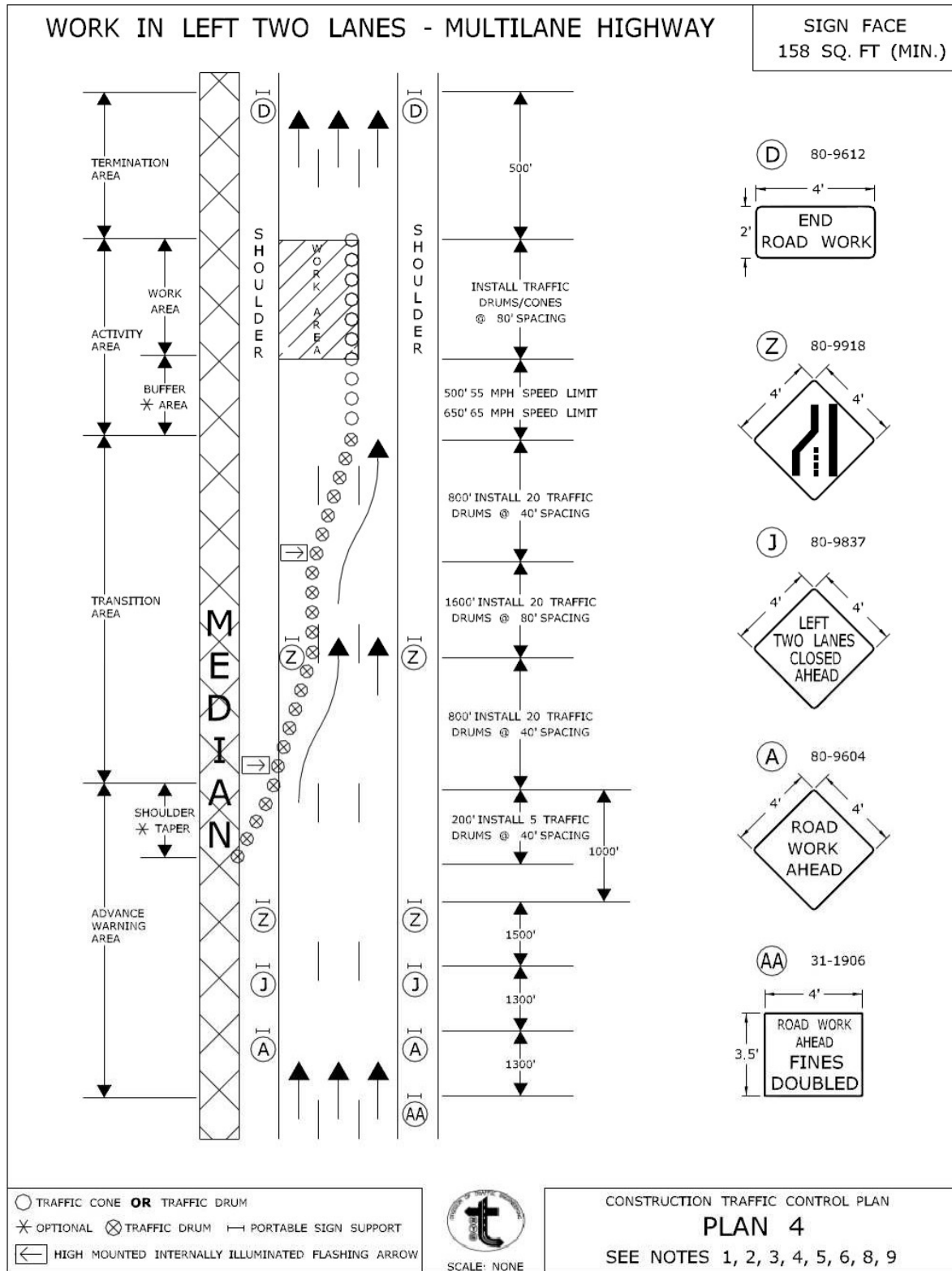




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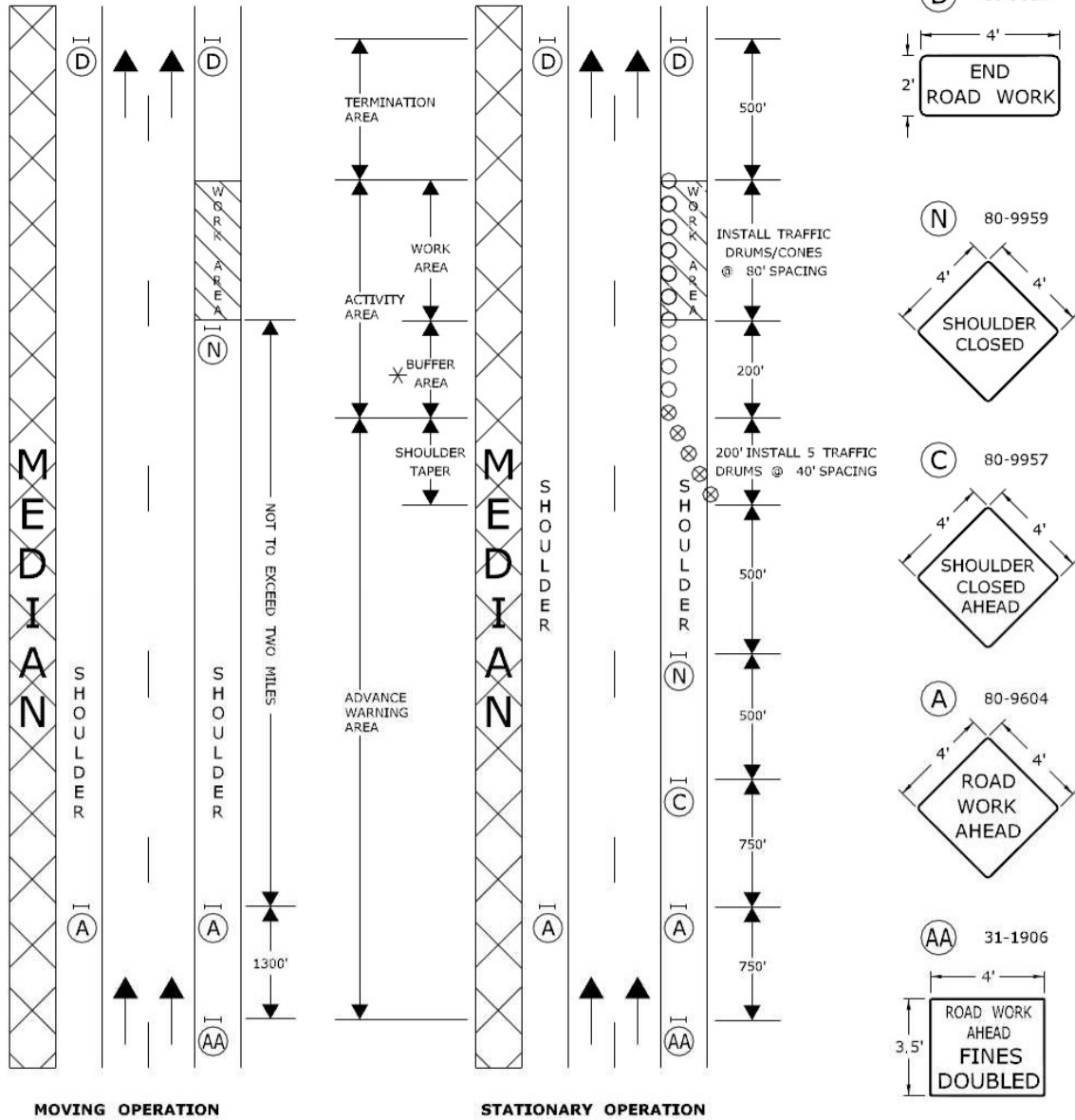
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Charles S. Harlow
2012.06.05 15:52:10-0407
PRINCIPAL ENGINEER

WORK IN SHOULDER AREA - MULTILANE HIGHWAY

SIGN FACE
94 SQ. FT (MIN.)



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

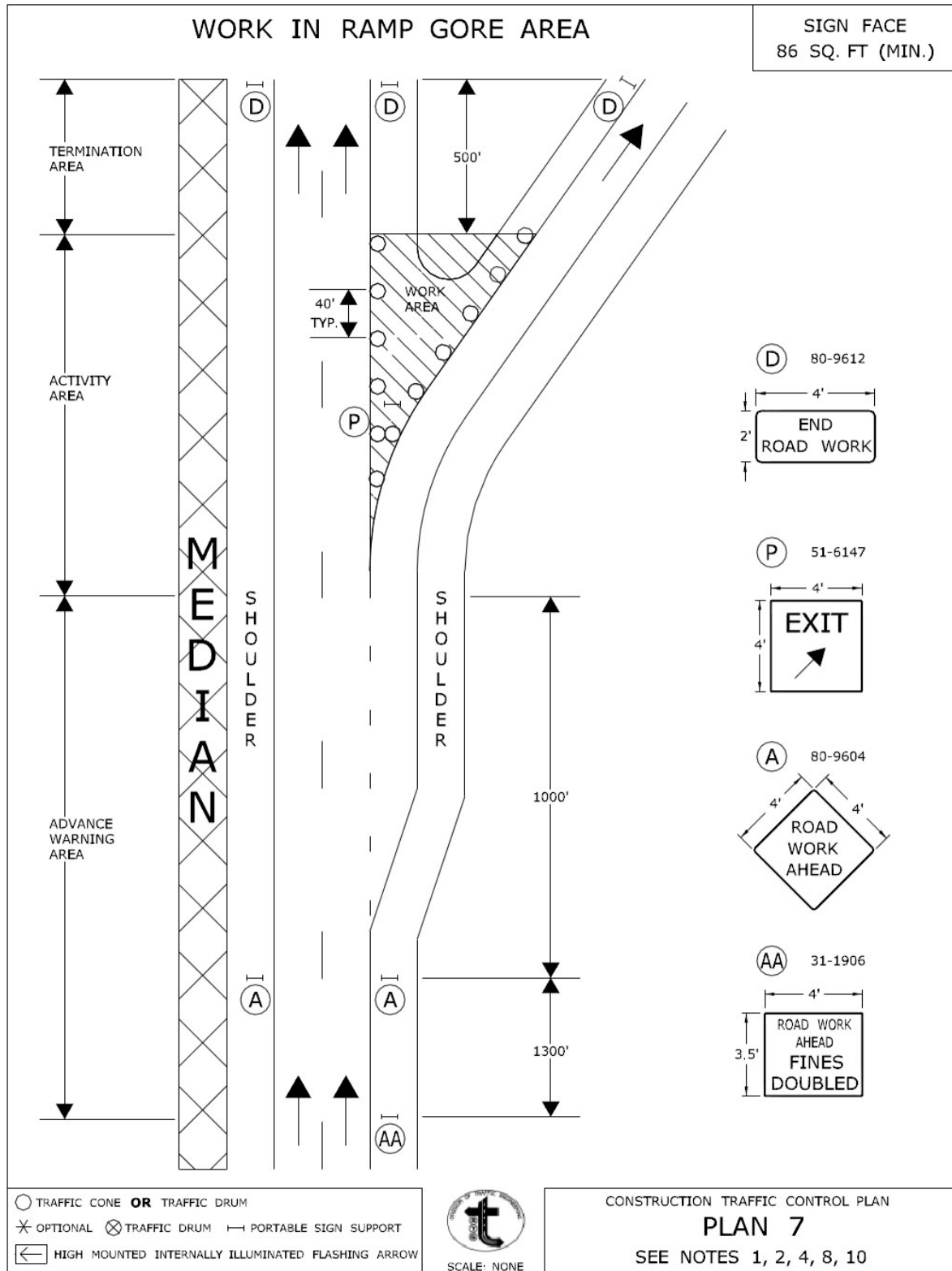


SCALE: NONE

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

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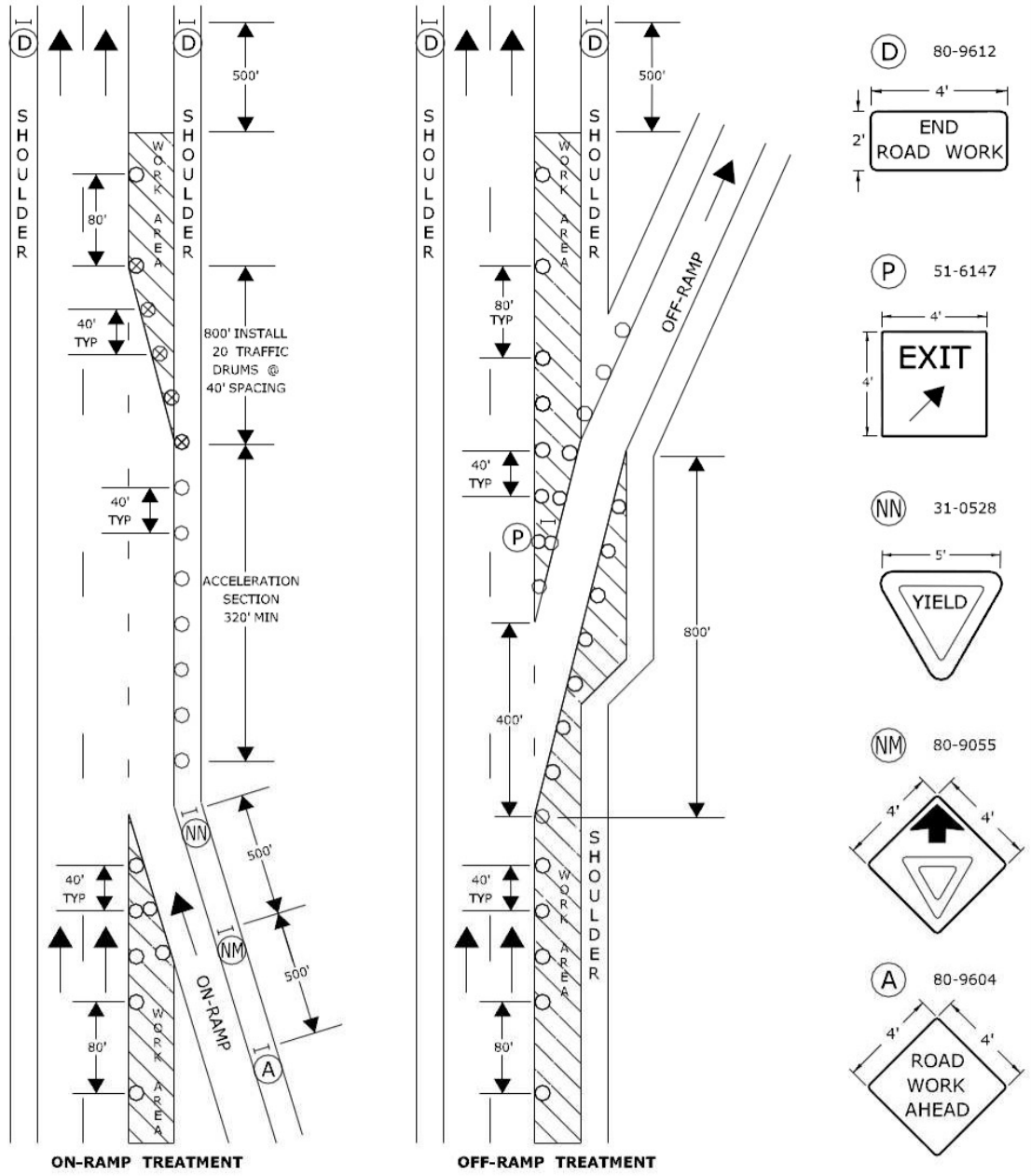
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PRINCIPAL ENGINEER



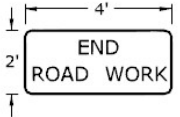
CONNECTICUT DEPARTMENT OF TRANSPORTATION
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TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

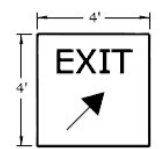
SIGN FACE
SQ. FT VARIES



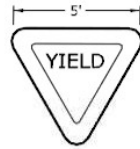
(D) 80-9612



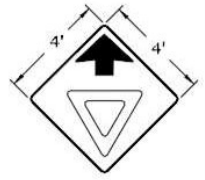
(P) 51-6147



(NN) 31-0528



(NM) 80-9055



(A) 80-9604



USE TRAFFIC CONTROL PLAN 1 TO CLOSE THE RIGHT LANE

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



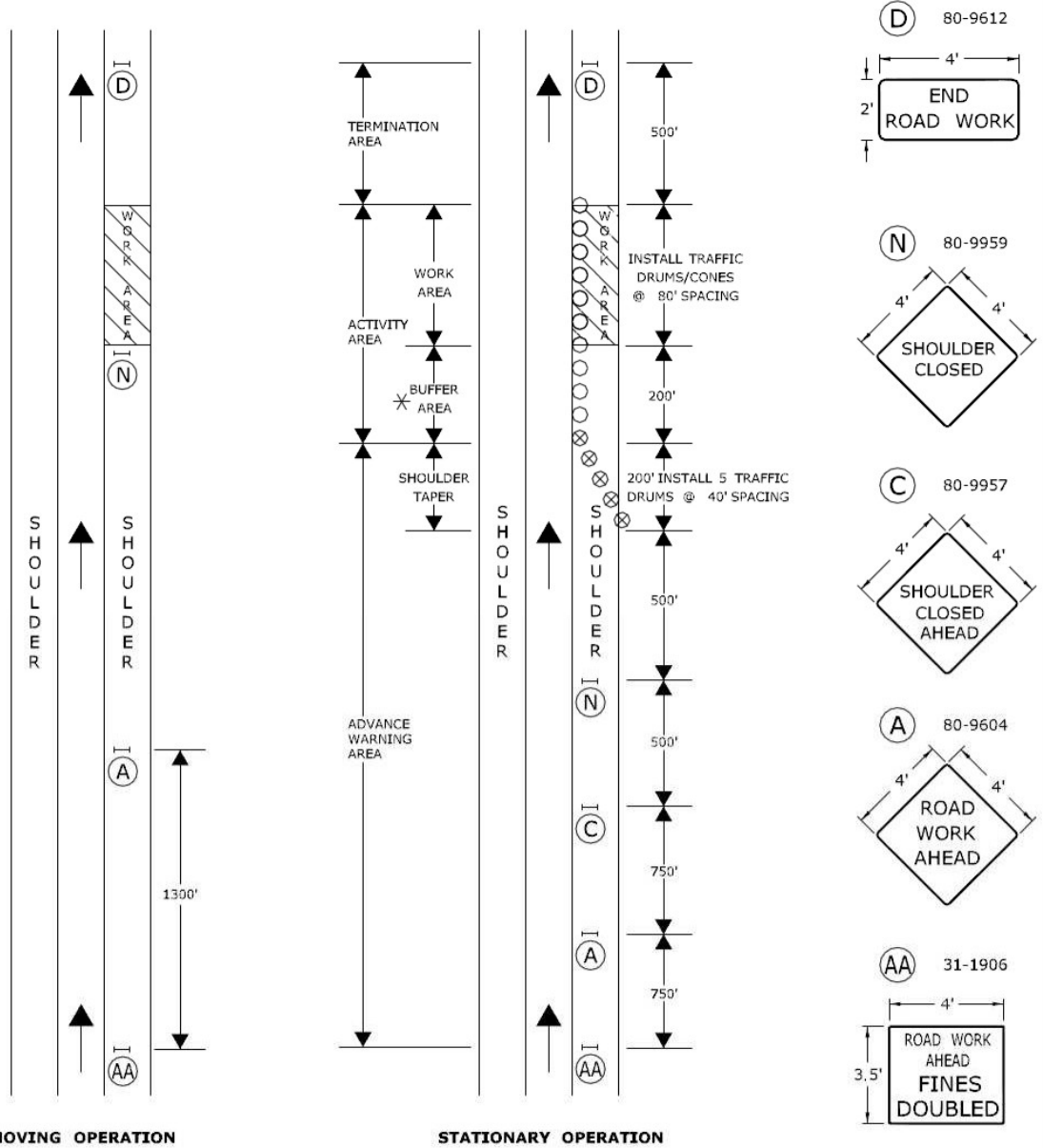
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 8
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9, 10

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APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:53:31-0400
PRINCIPAL ENGINEER

WORK IN SHOULDER AREA - TURNING ROADWAYS / RAMPS

SIGN FACE
70 SQ. FT (MIN.)



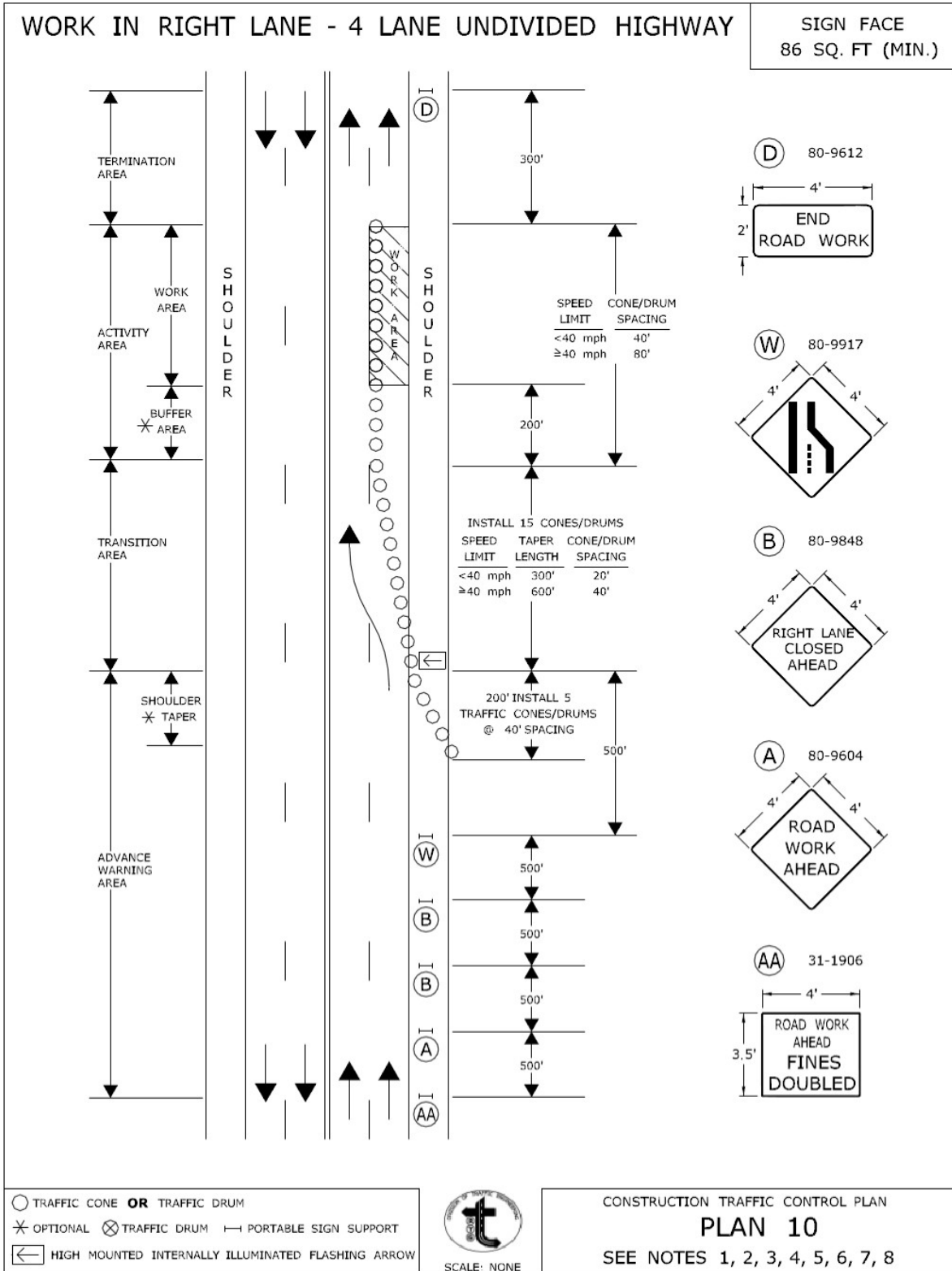
- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ⇨ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 9
SEE NOTES 1, 2, 4, 8

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PRINCIPAL ENGINEER



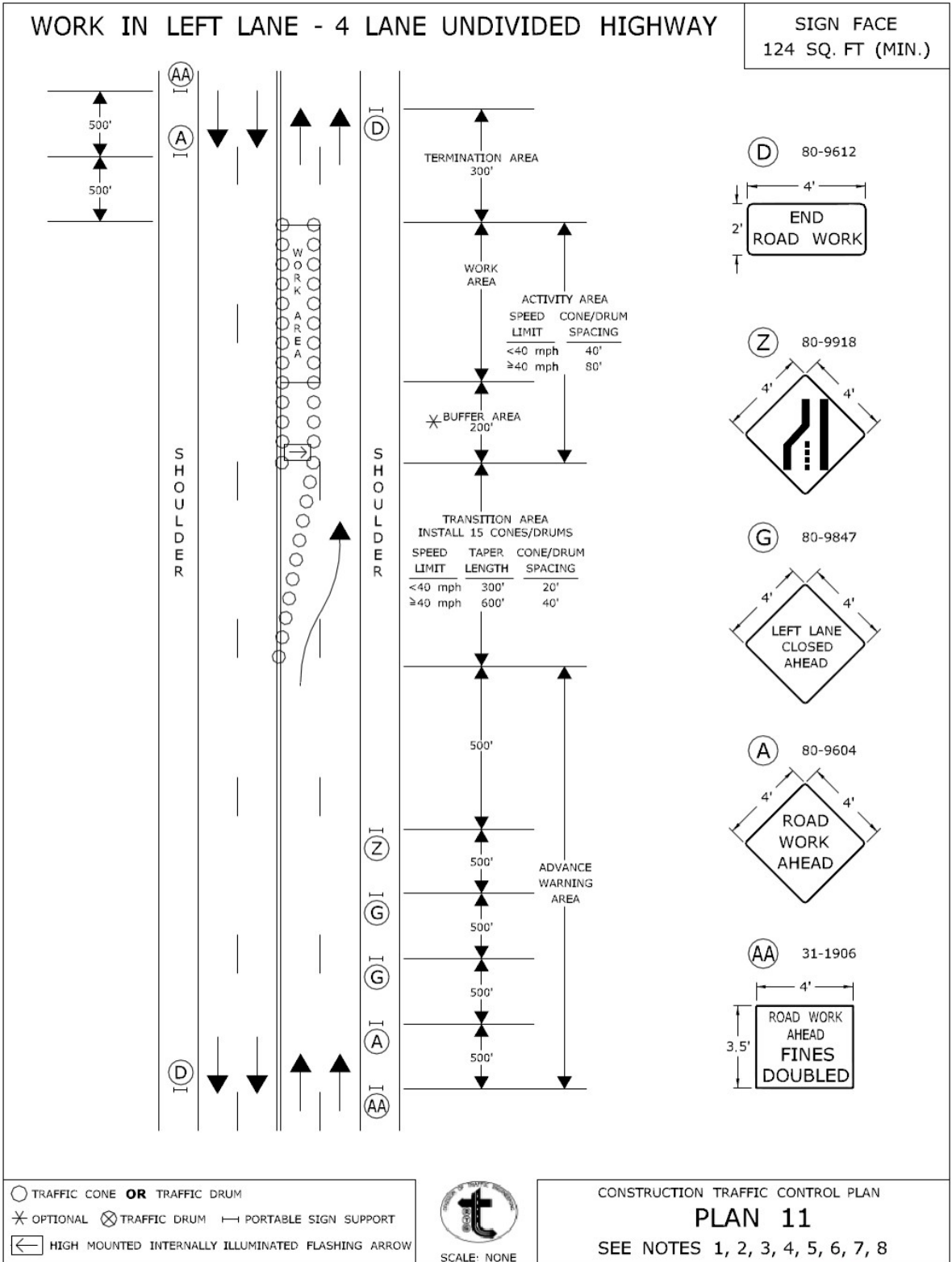
○ TRAFFIC CONE **OR** TRAFFIC DRUM
 ✱ OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
 ⇨ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 10
 SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

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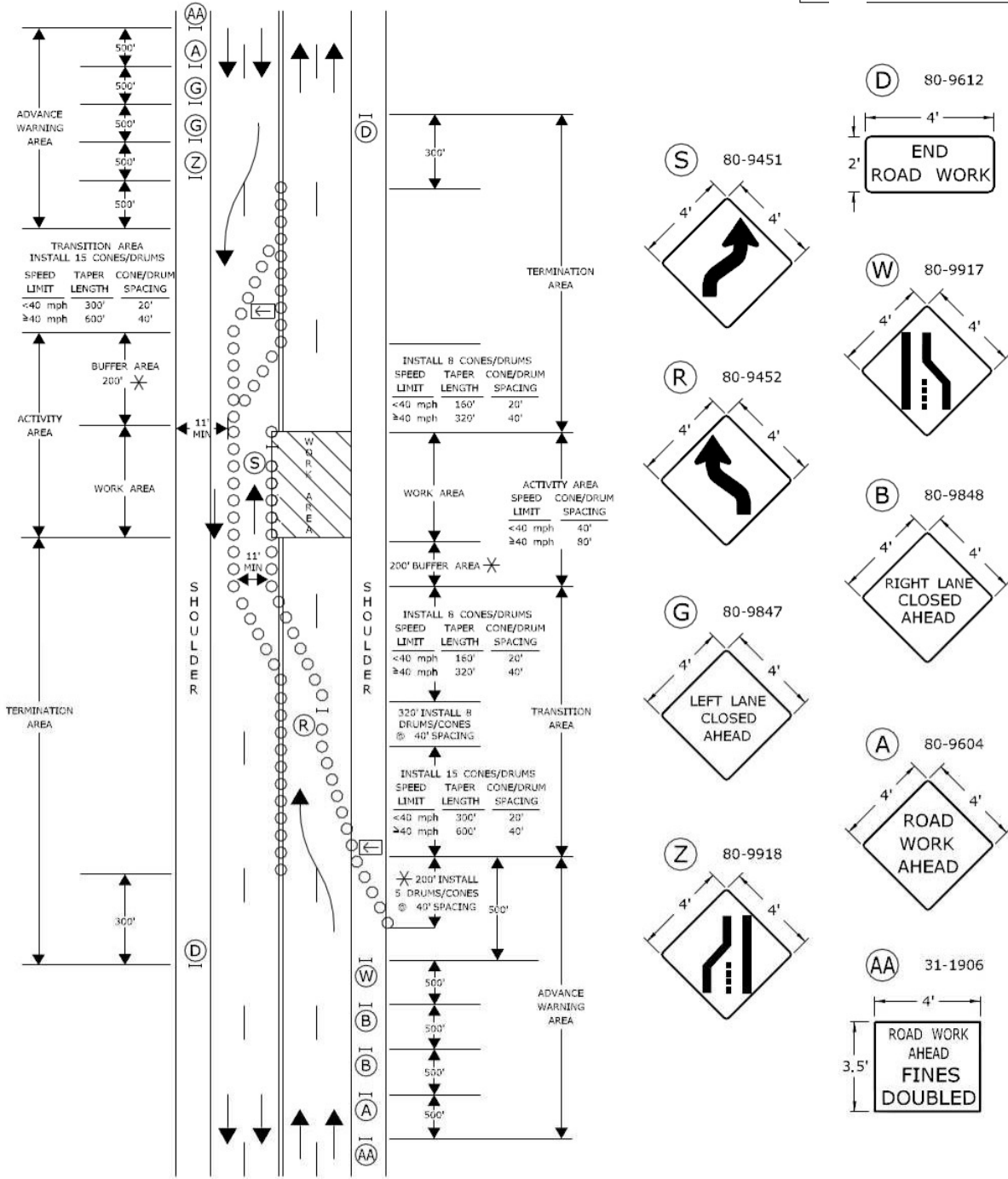


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PRINCIPAL ENGINEER

WORK IN BOTH LANES - 4 LANE UNDIVIDED HIGHWAY

SIGN FACE
204 SQ. FT (MIN.)



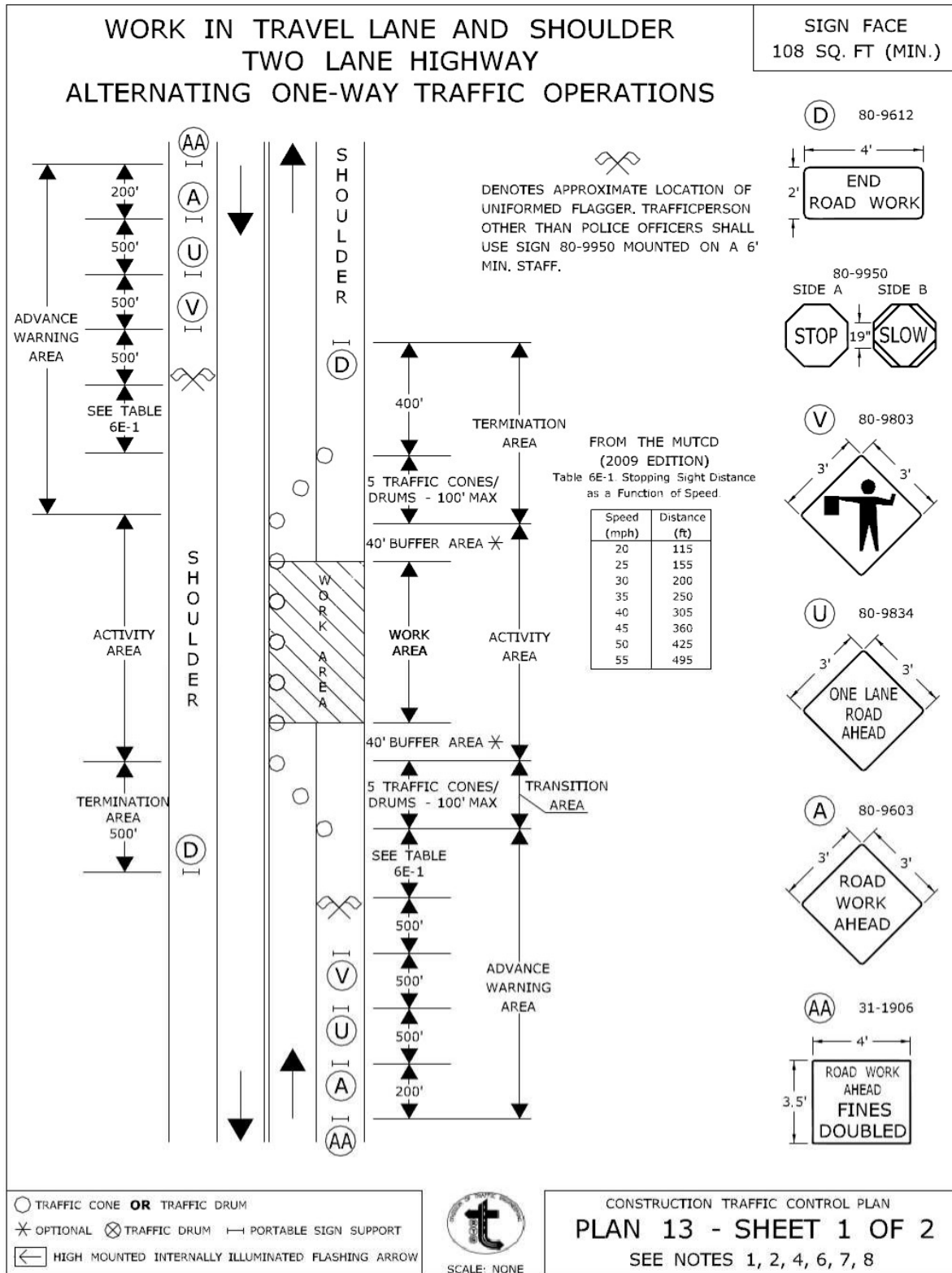
- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ✕ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 12
SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8

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APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:55:01-0400'
PRINCIPAL ENGINEER



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

SIGN FACE
108 SQ. FT. (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

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

A. TO STOP TRAFFIC

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



B. TO DIRECT TRAFFIC TO PROCEED

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



C. TO ALERT OR SLOW TRAFFIC

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



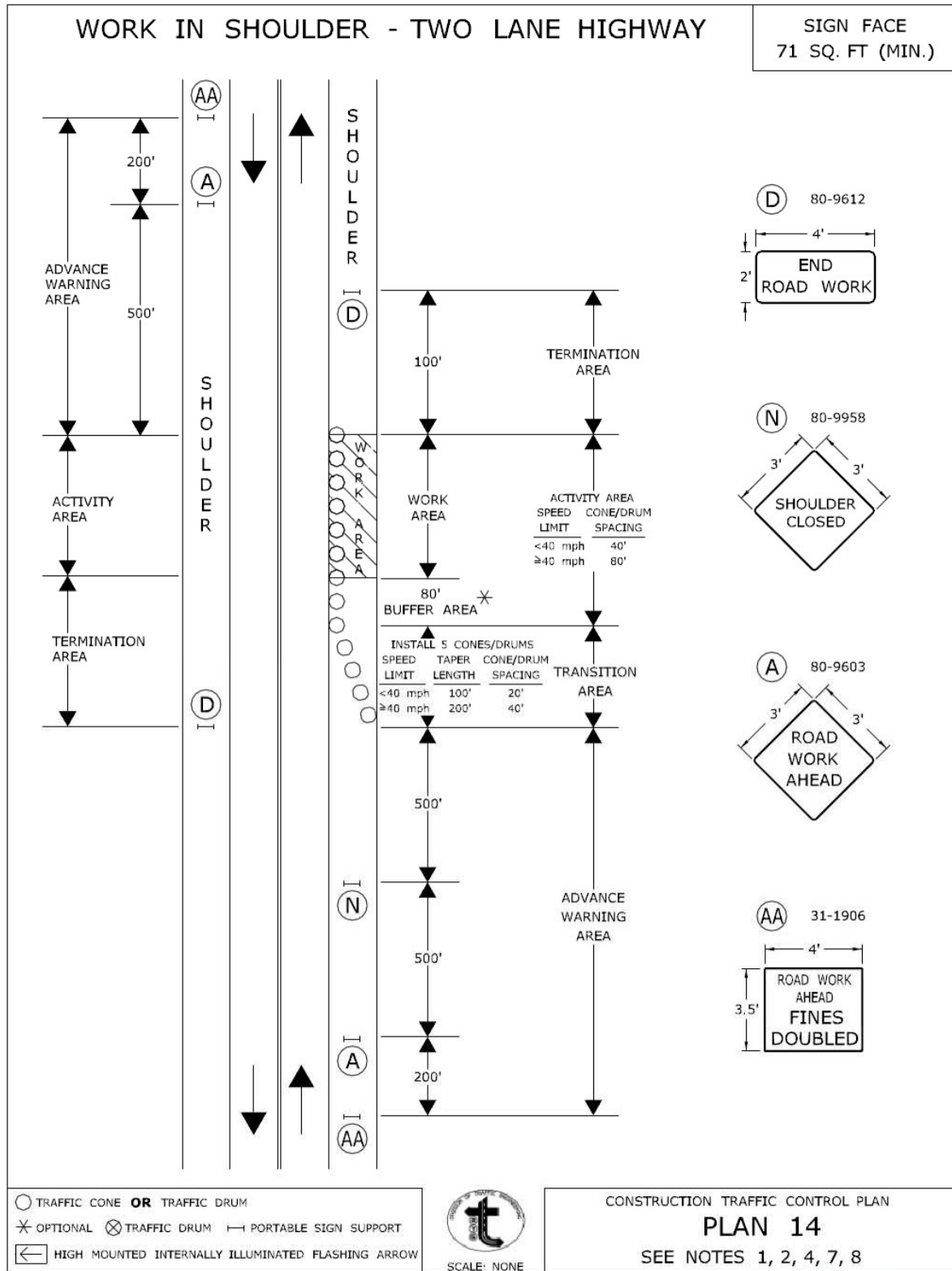
- TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



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

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PRINCIPAL ENGINEER



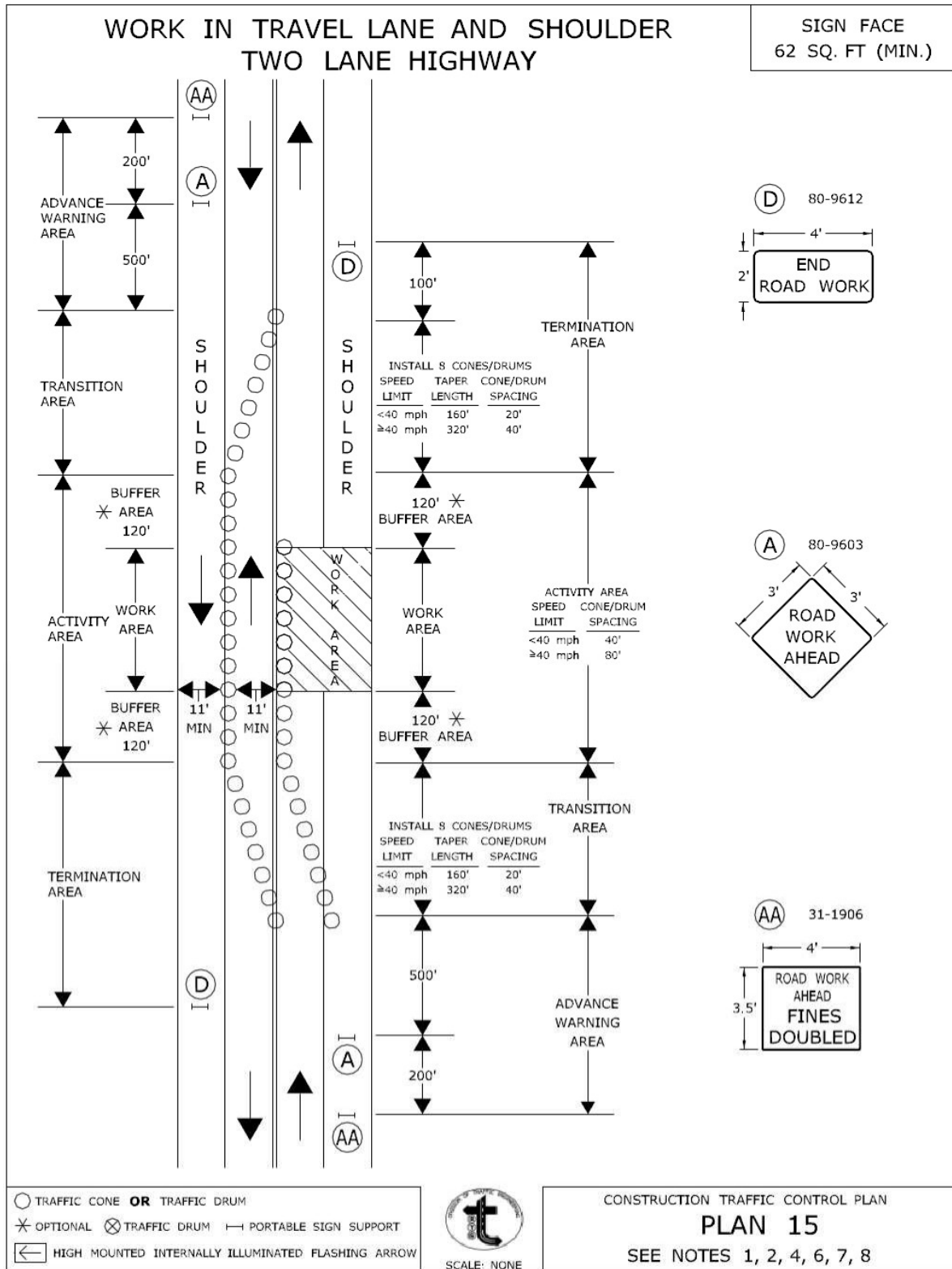
○ TRAFFIC CONE **OR** TRAFFIC DRUM
 ✱ OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
 ⇐ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 14
 SEE NOTES 1, 2, 4, 7, 8

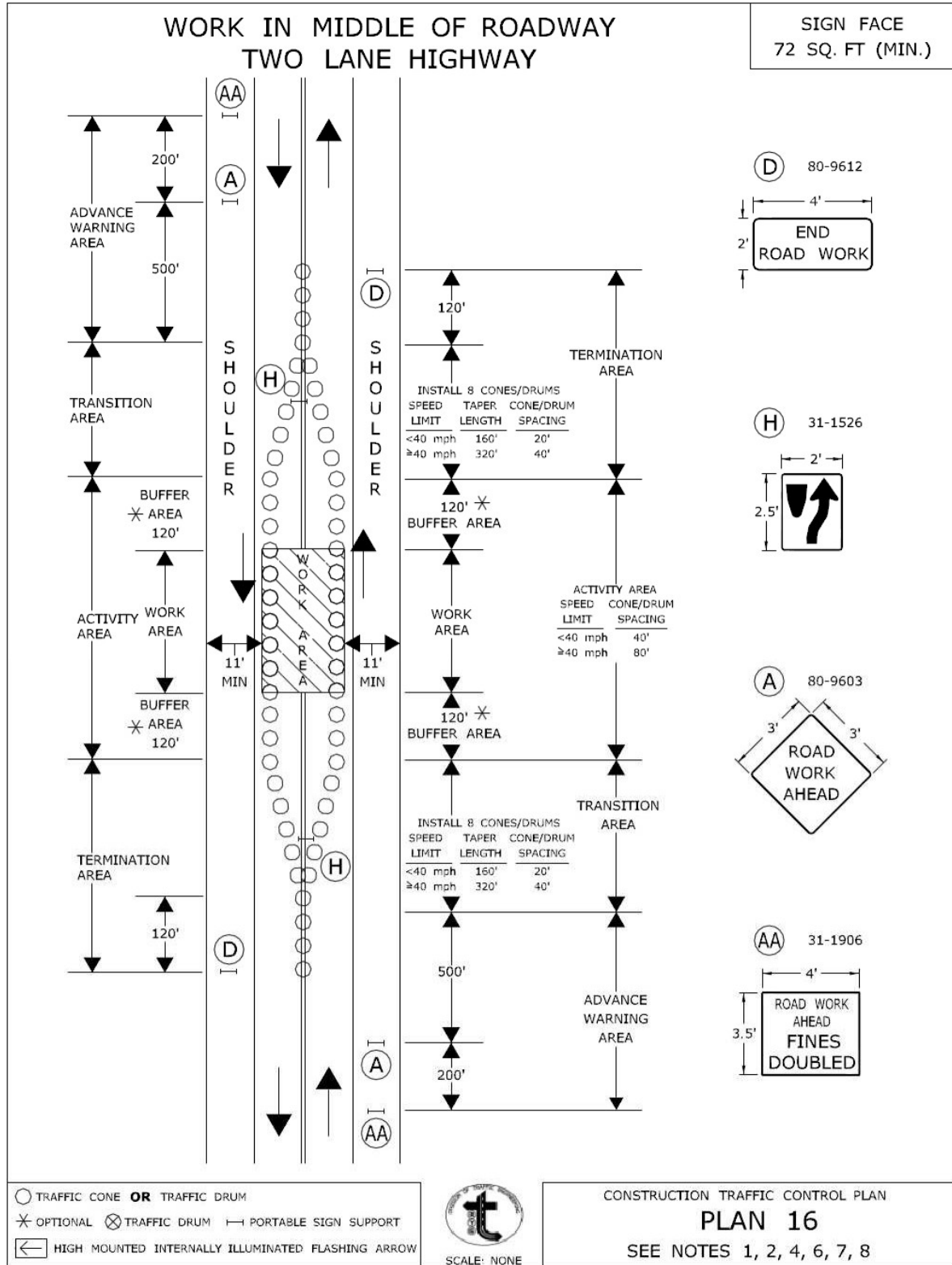
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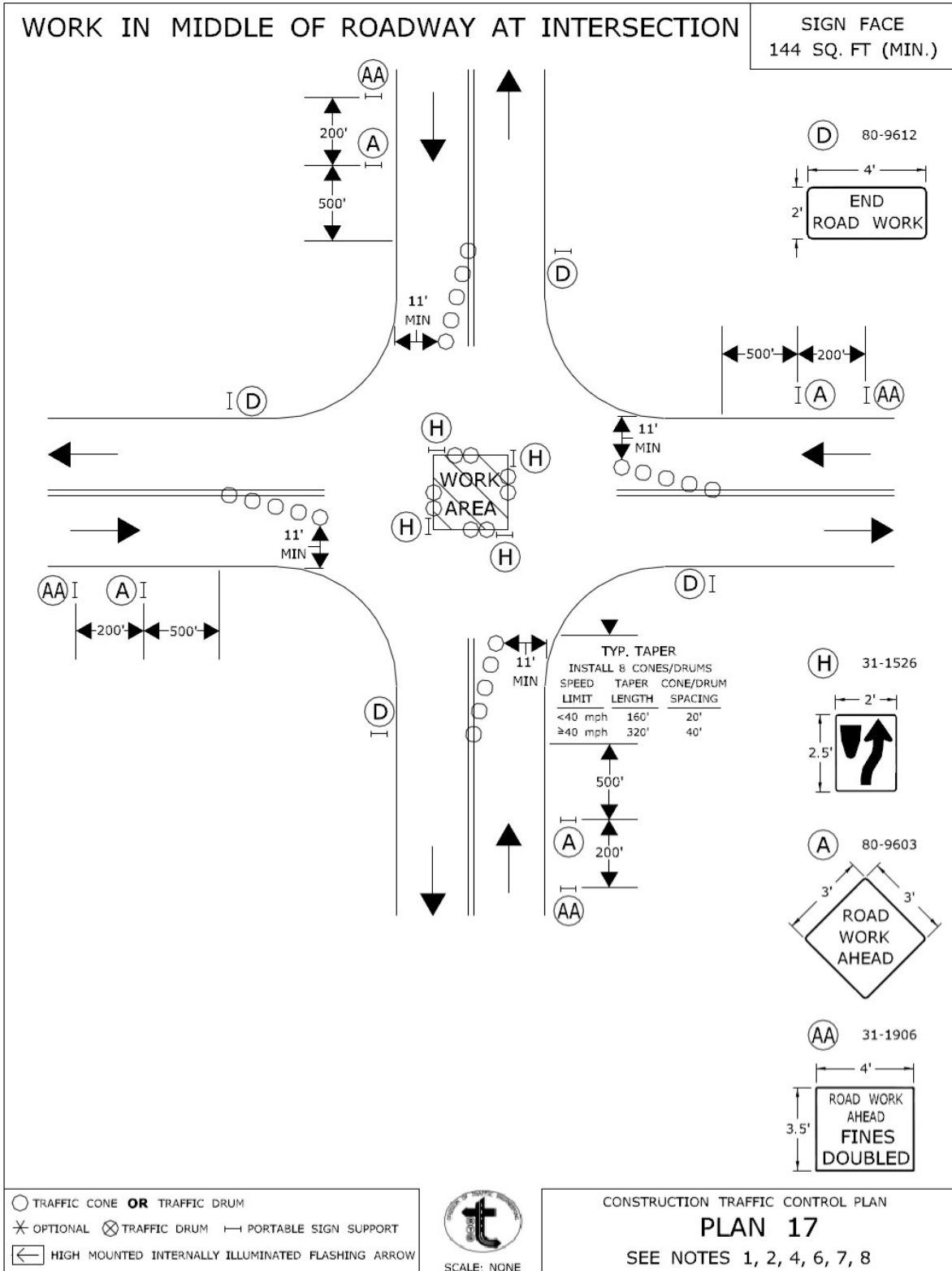
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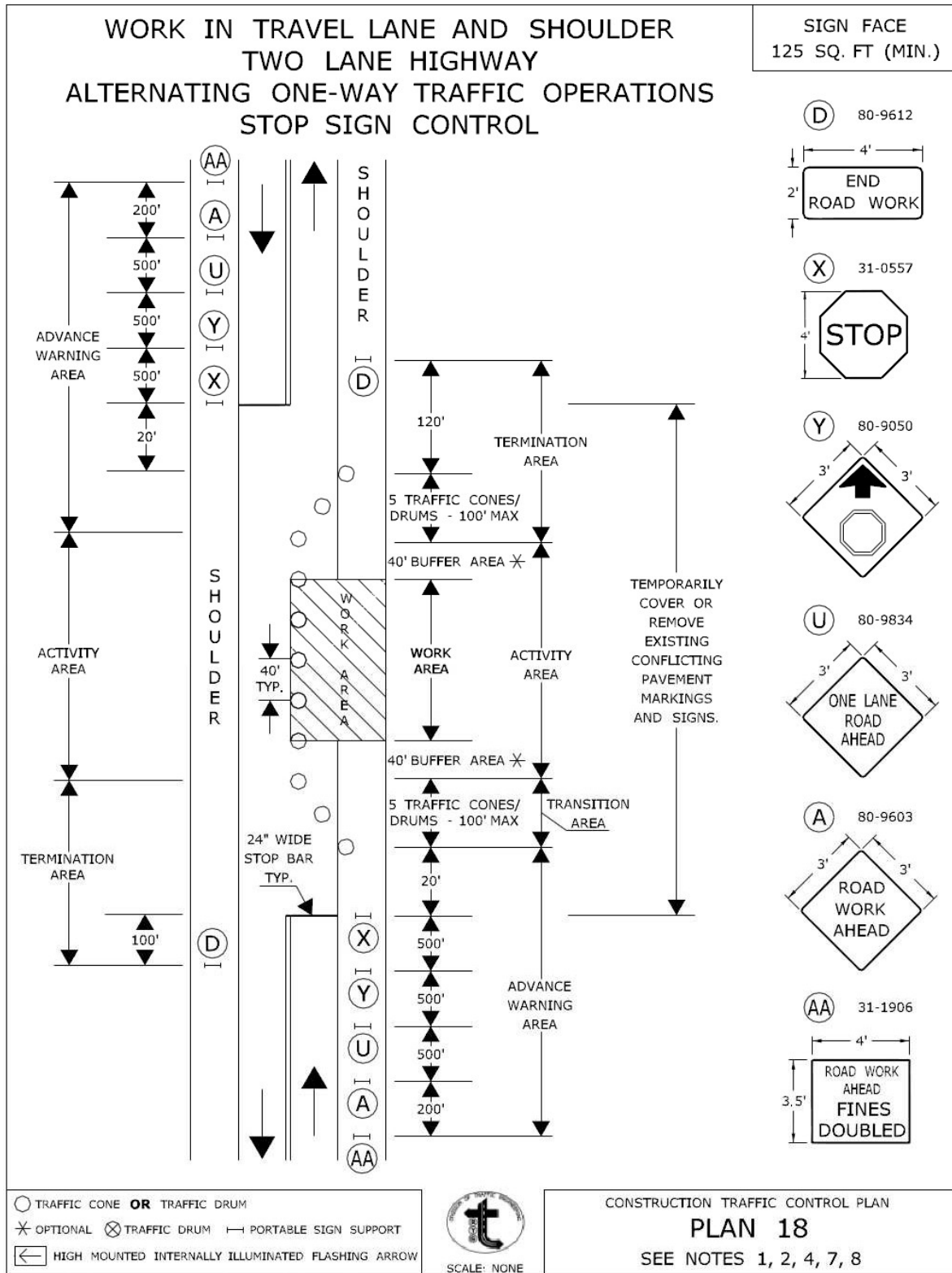
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 ✱ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
 ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



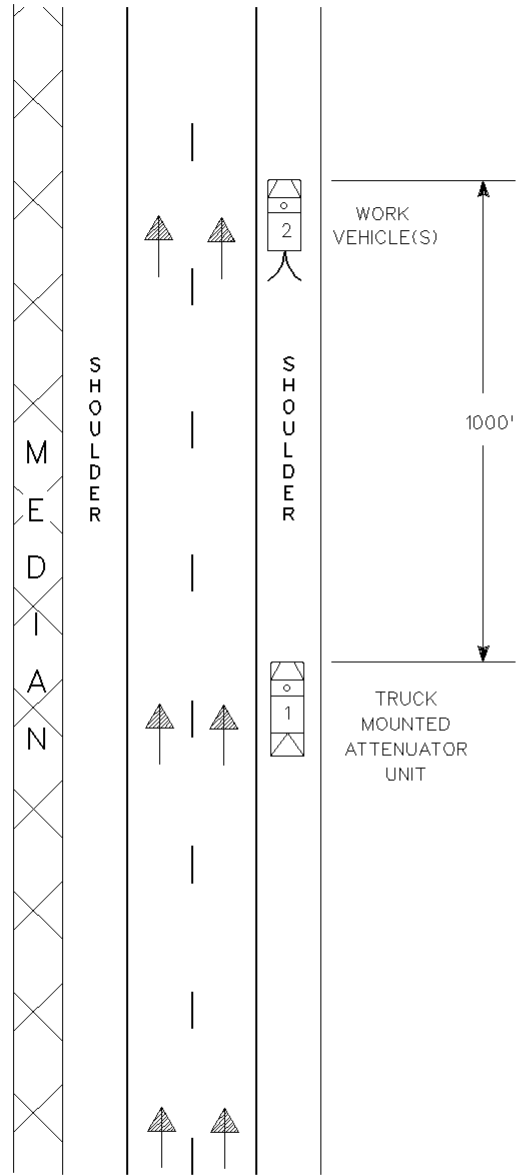
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 17
 SEE NOTES 1, 2, 4, 6, 7, 8

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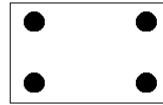
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 PRINCIPAL ENGINEER



MOVING OPERATION ON RIGHT SHOULDER
MULTILANE HIGHWAY & SECONDARY ROADWAYS



SIGN MOUNTED ON TRUCK 1



DEPARTMENT APPROVED
ARROW BOARD
(FLASHING YELLOW MODE)

REV'D 1-02

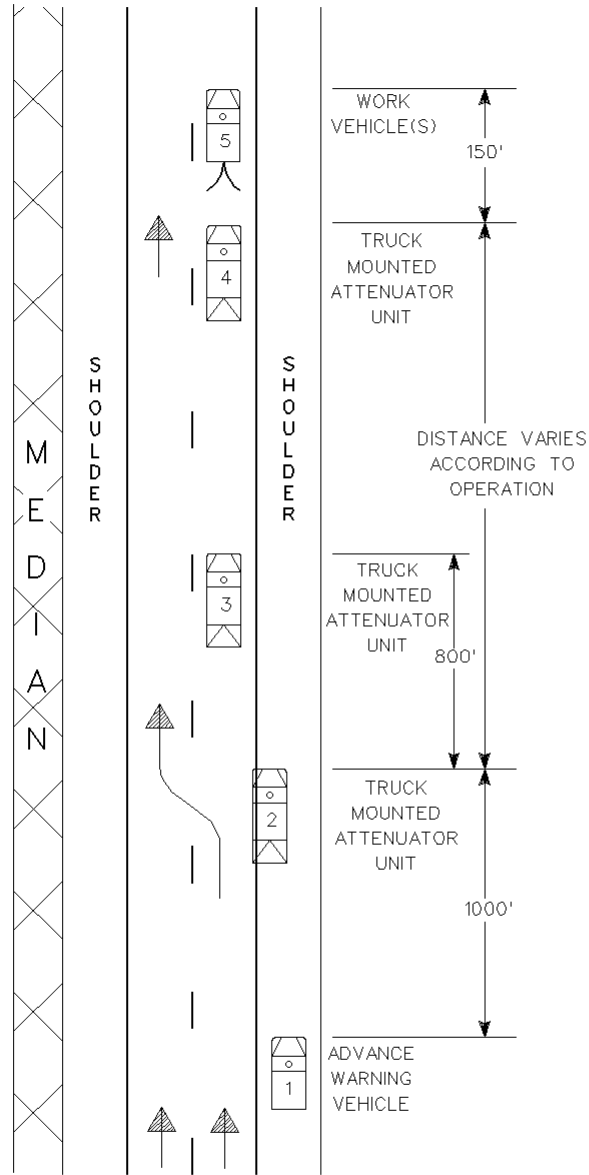


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DIVISION OF TRAFFIC ENGINEERING

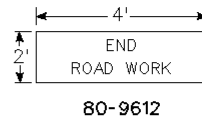
CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 19
SCALE NONE

APPROVED J. McCall DATE 1-30-02
PRINCIPAL ENGINEER

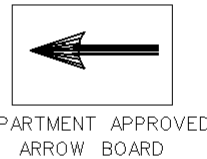
MOVING OPERATION IN RIGHT LANE
AND OUTSIDE SHOULDER AT THE SAME TIME
MULTILANE HIGHWAY



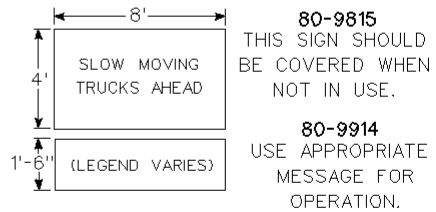
SIGN MOUNTED ON VEHICLE 5



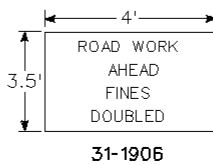
SIGN MOUNTED ON TRUCKS 2, 3, & 4



SIGNS MOUNTED ON VEHICLE 1



SIGN MOUNTED ON VEHICLE 2



REV'D 1-02

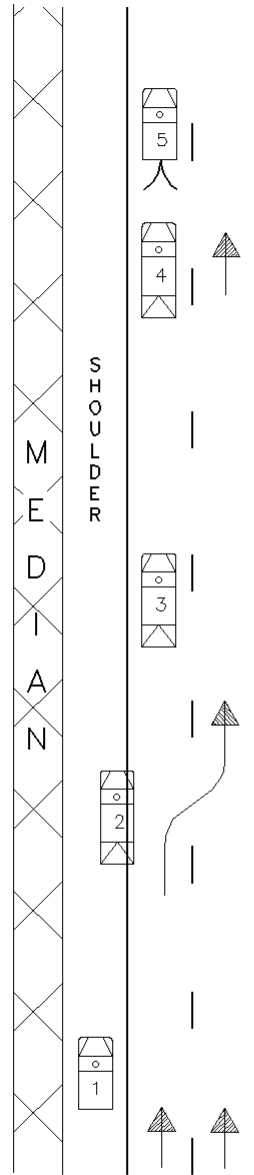
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DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 20

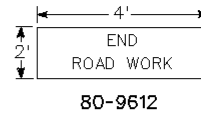
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APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER

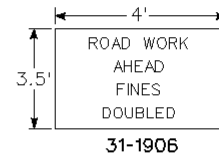
MOVING OPERATION IN LEFT LANE
AND INSIDE SHOULDER AT THE SAME TIME
MULTILANE HIGHWAY



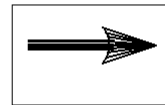
SIGN MOUNTED ON VEHICLE 5



SIGN MOUNTED ON VEHICLE 2

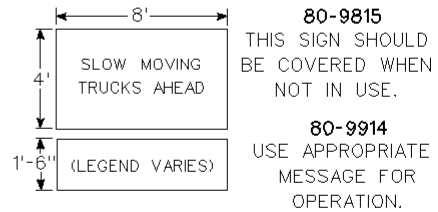


SIGN MOUNTED ON TRUCKS 2, 3, & 4



DEPARTMENT APPROVED
ARROW BOARD

SIGNS MOUNTED ON VEHICLE 1



WHEN THE LEFT SHOULDER WIDTH CANNOT ACCOMMODATE A VEHICLE, THEN
ADVANCE WARNING VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

REV'D 1-02



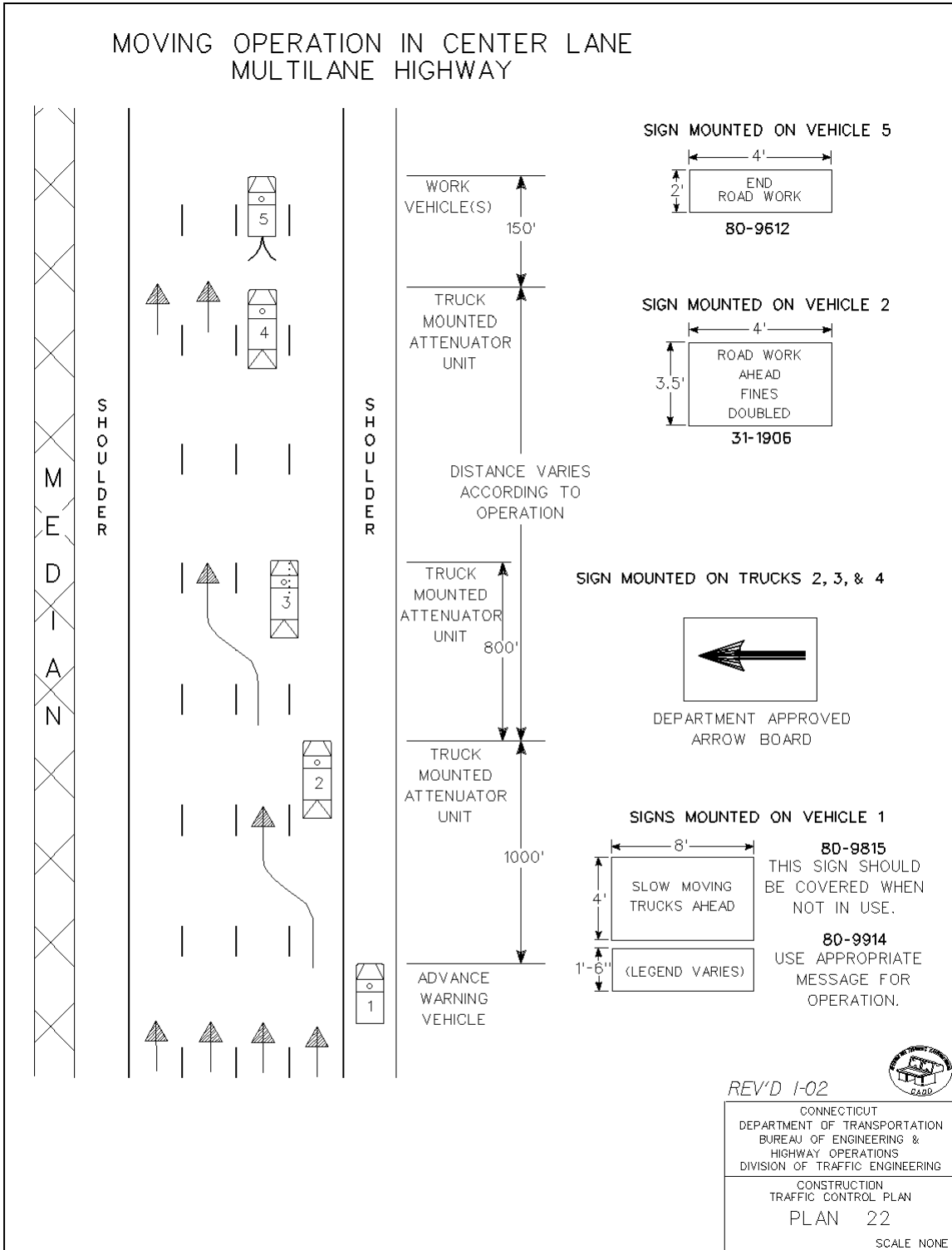
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HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 21

SCALE NONE

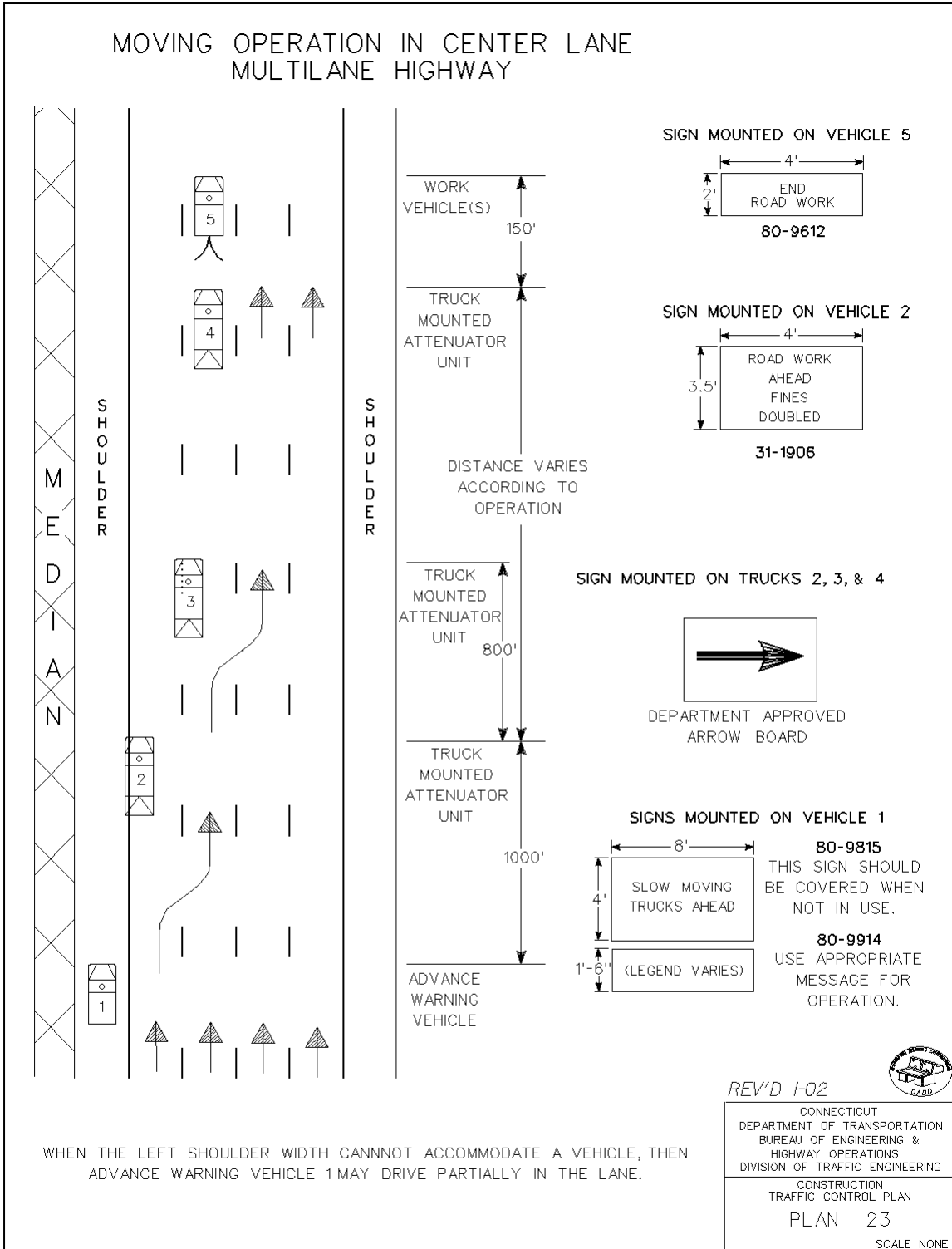
APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER

MOVING OPERATION IN CENTER LANE MULTILANE HIGHWAY

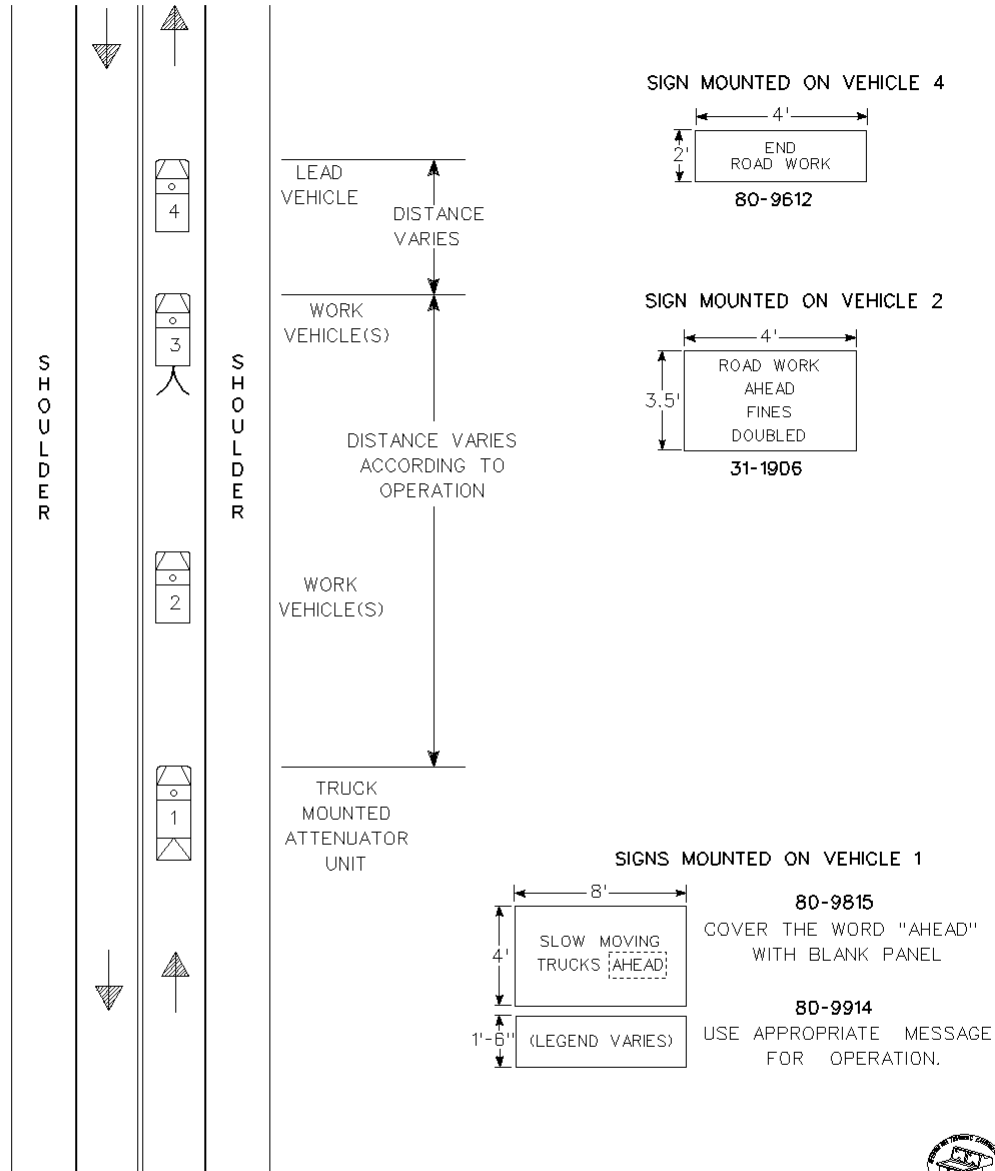


APPROVED John D. McCall PRINCIPAL ENGINEER DATE 1-30-02

MOVING OPERATION IN CENTER LANE MULTILANE HIGHWAY



MOVING OPERATION TWO LANE HIGHWAY



REV'D 1-02



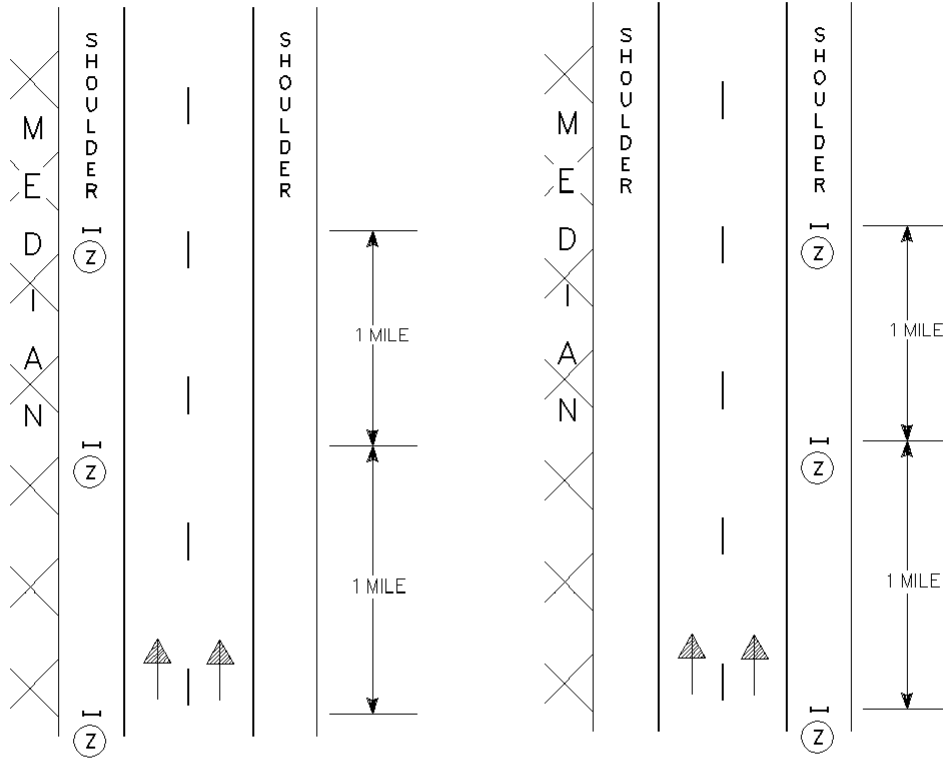
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DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 24
SCALE NONE

APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER

MOWING OPERATION - MULTILANE HIGHWAY

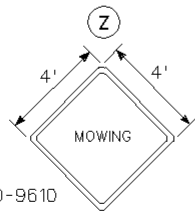
FOR EQUIPMENT ON THE ROADWAY, ROADSIDE
OR ON THE MEDIAN COMPLETELY OFF THE ROADWAY



MOWING IN MEDIAN

INSTALL "MOWING" SIGNS ON OPPOSITE TRAVELWAY MEDIAN SHOULDER AS SHOWN ABOVE.

MOWING RIGHT OF TRAVELWAY



ERECT "MOWING" SIGNS AT 1 MILE INTERVAL AND IMMEDIATELY BEYOND THE ENTRANCE RAMP.

WHEN MOWING FROM A TRAVEL LANE, USE BACK UP VEHICLES 1, 2 & 3 AS SHOWN ON PLANS 20 & 21 TO PROTECT MOWING OPERATIONS. WHEN MOWING EQUIPMENT MUST USE THE TRAVELWAY TO GET AROUND AN OBSTACLE, USE BACKUP VEHICLES 2 & 3 ONLY. THE BACKUP VEHICLES MUST REMAIN OFF THE ROADWAY UNTIL MOWING EQUIPMENT IS READY TO GET OUT ONTO THE TRAVELWAY. THE DISTANCE BETWEEN VEHICLE 3 AND THE MOWING EQUIPMENT IS TO BE 200 FEET.

REV'D 1-02



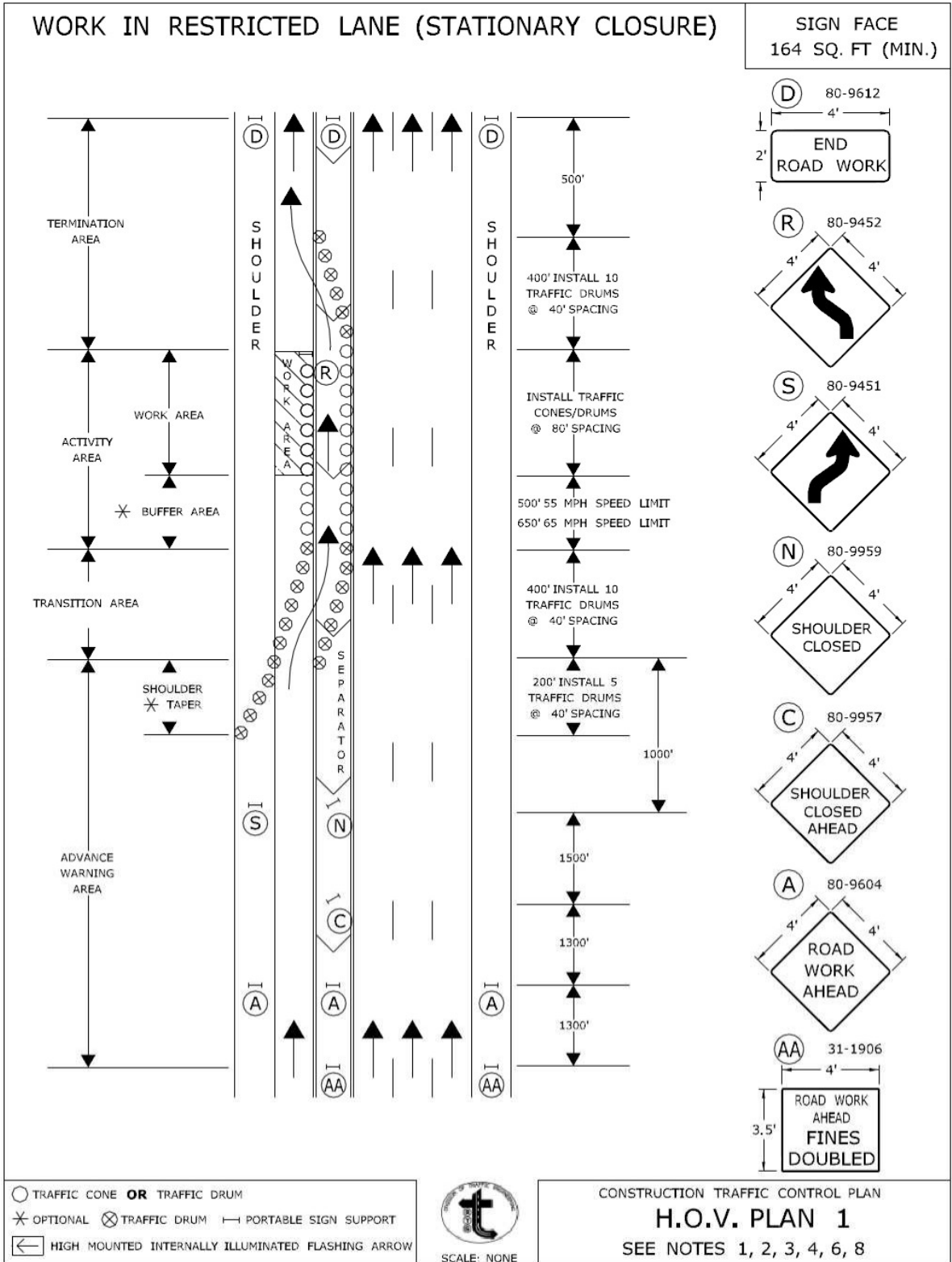
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CONSTRUCTION
TRAFFIC CONTROL PLAN

PLAN 25

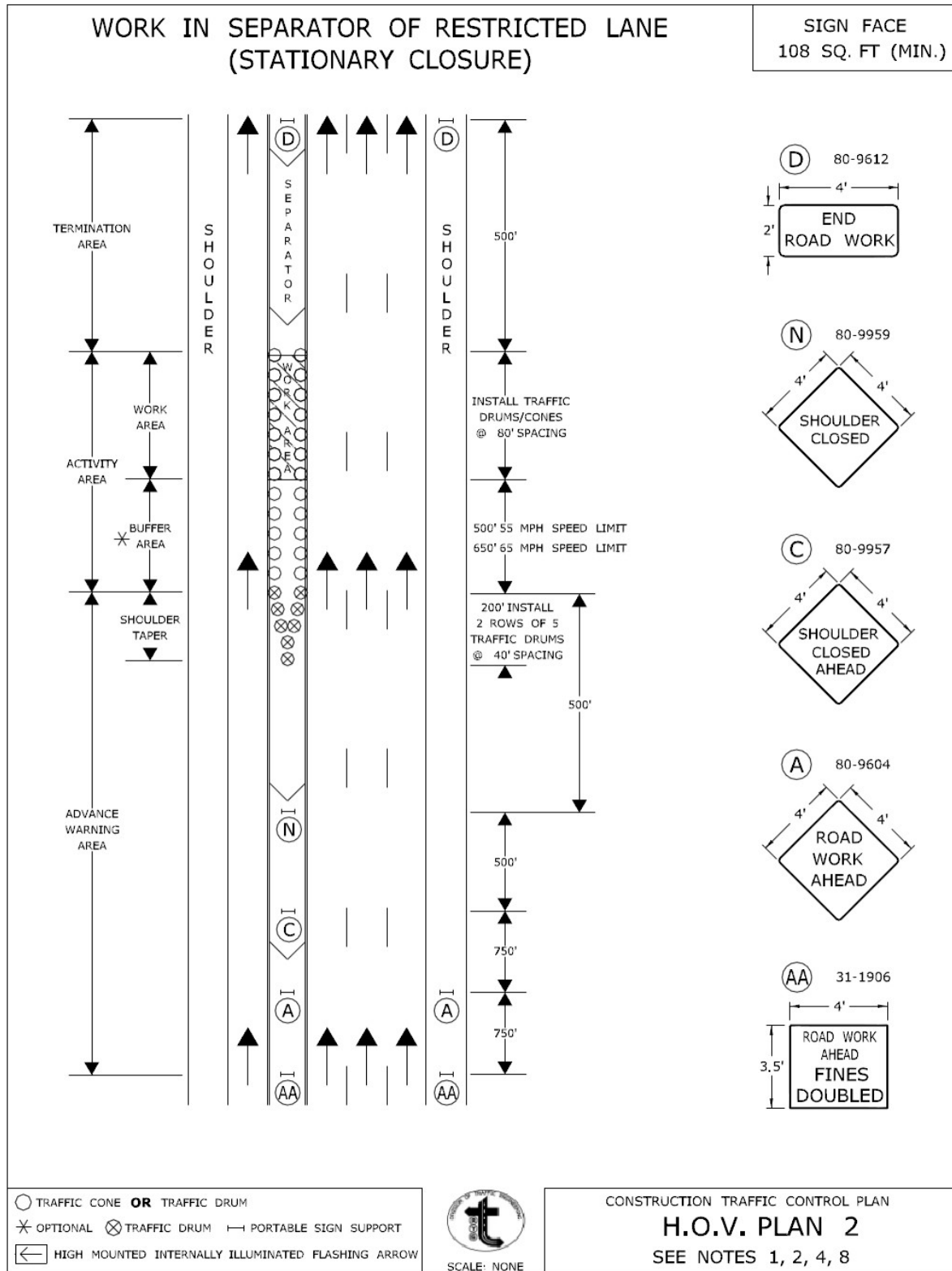
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PRINCIPAL ENGINEER



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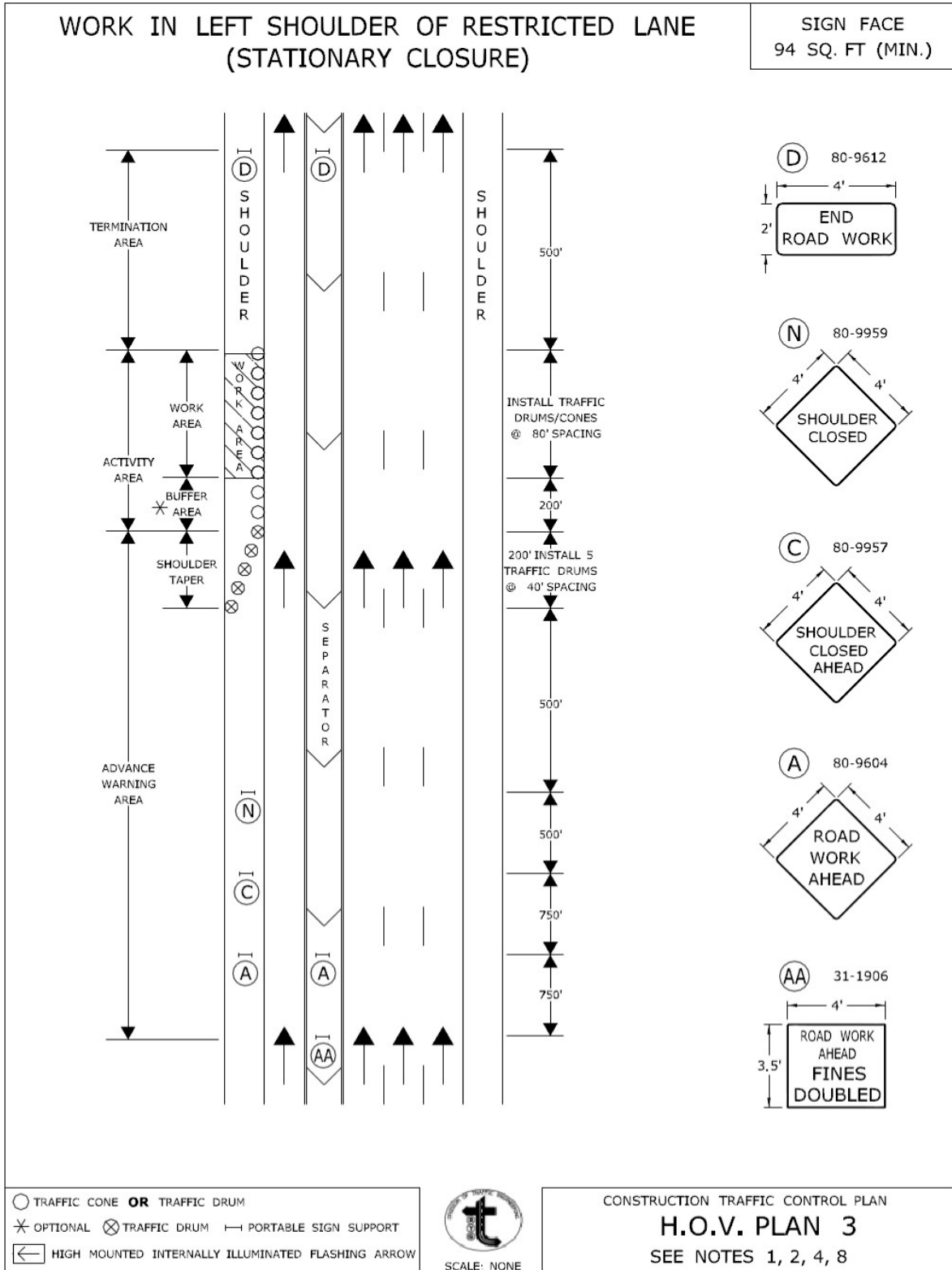
APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:49:08-0400
PRINCIPAL ENGINEER



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

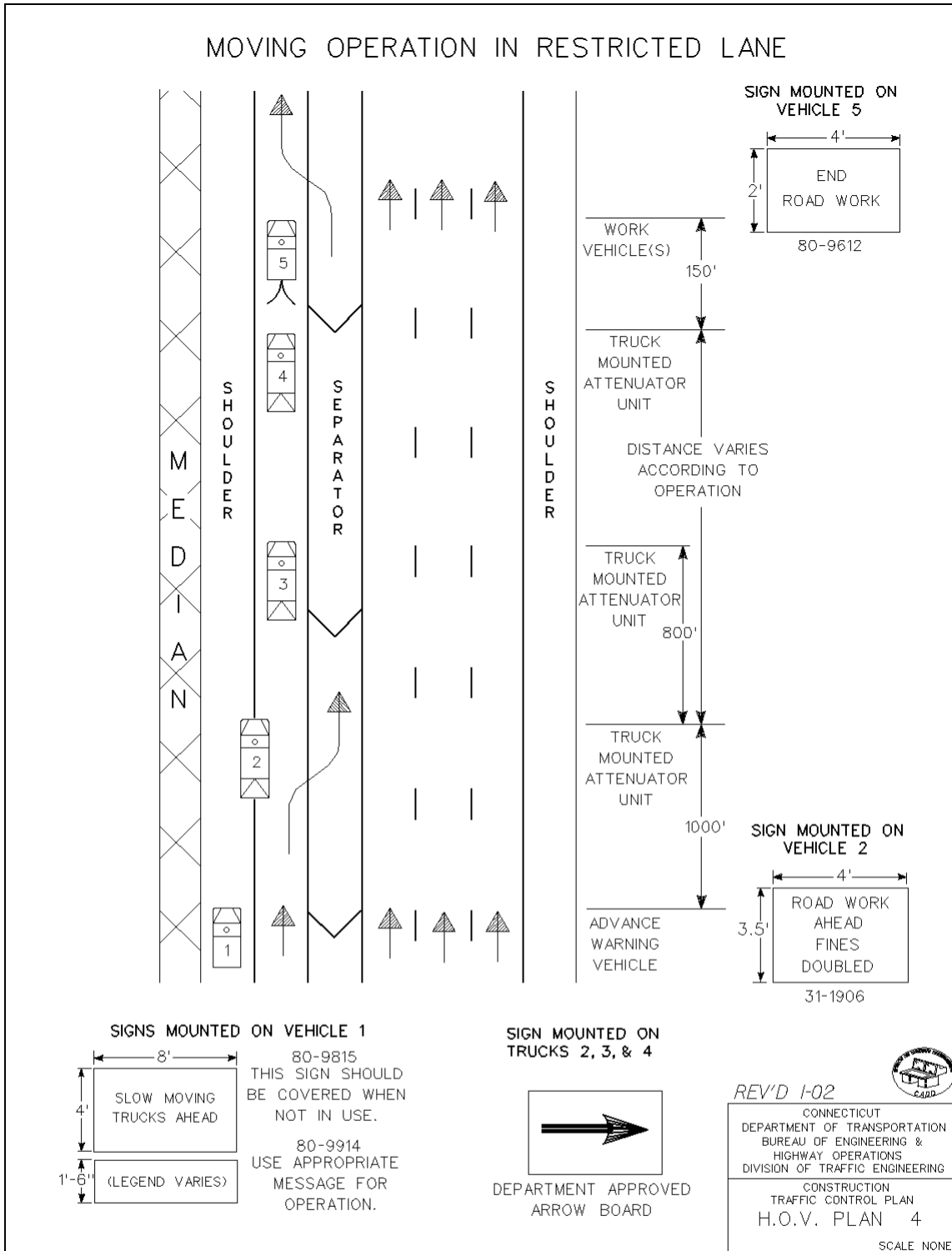
Charles S. Harlow
 Charles S. Harlow
 2012.06.05 15:49:33-0400
 PRINCIPAL ENGINEER



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:50:10-0400'
PRINCIPAL ENGINEER

MOVING OPERATION IN RESTRICTED LANE





**REQUEST FORM AND CANCELLATION FORM
STATE POLICE TRAFFIC CONTROL SERVICES**



Instructions: All Requests for State Police Traffic Control Services at DOT highway construction sites, for jobs for which the direct DOT-DESPP reimbursement payment method will be used, must be made using this form.

- The form must be submitted to the DESPP Special Duty Overtime Coordinator via Facsimile: **860-706-1407/E-mail: specduty.clerk@ct.gov** between regular business hours 0730 hours through 1730 hours, Monday through Friday (except holidays).
- Requests must be submitted at least five (5) business days in advance.
- There is no guarantee that any request made with less than 24 hour notice to the start of the job can be accommodated.
- Any request for services submitted to DESPP after 1730, will not be scheduled until the following business day except in the case of an emergency.
- **In the event of an emergency requiring services during normal business hours please contact the Special Duty Office at 860-684-8420. After normal business hours for the current day and prior to the start of the next business day, a request must be submitted to the State Police Message Center via E-mail dps.messagecenter@ct.gov or facsimile: 860-685-8346. DOT must also submit the request to the DESPP Special Duty office at the same time via facsimile or email.**
- DESPP cannot guarantee the availability of State Police personnel for requests not submitted in a timely manner.
- This form shall be used for the cancellation of any Request for State Police Traffic Control Services. See Instructions in Section II, regarding cancellation.
- Requests must be made in military time. (Example: 1:00 PM = 1300 hours – 8:00 PM = 2000 hours)

REQUEST DATE: _____	Is This a New Job? <input type="checkbox"/> Yes <input type="checkbox"/> Ongoing
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I. PROJECT INFORMATION:

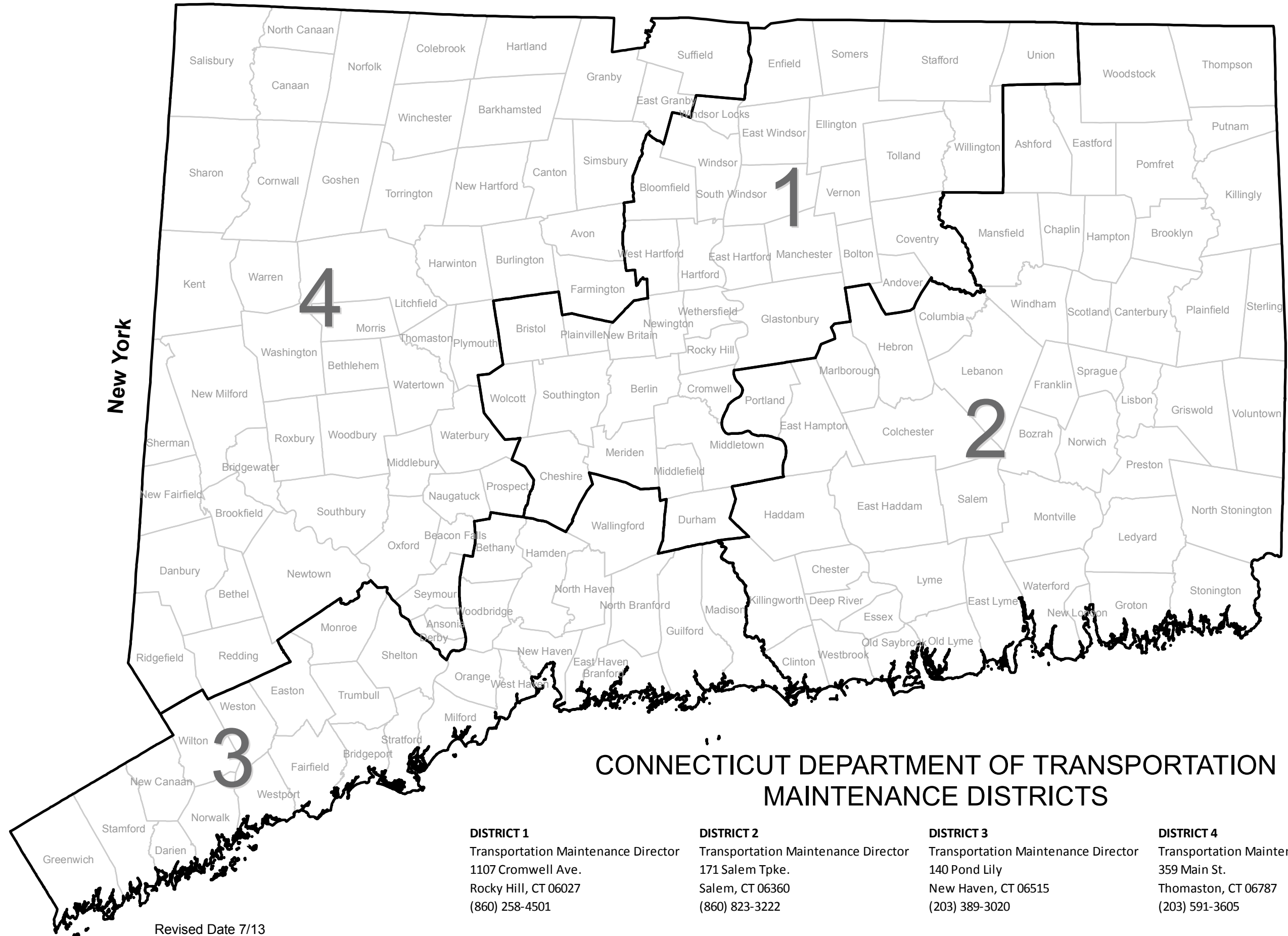
DOT District/Unit:	DOT Project Identifier No:
Town in Which Job is Located:	Job Location/Meeting Location:
Special Instructions:	
Contractor's Name:	Name & Title of Contact Person (print):
Contractor's Cellular Telephone No.	Contractor's Contact Person E-mail address :
Name & Title of DOT Contact Person (Print)	DOT Contact Email Address/Phone No.
DOT Authorization Person (Name/Title)	DOT E-mail of Authorized Person(must be an @ct.gov contact)

II. REQUEST OR CANCELLATION FOR STATE POLICE TRAFFIC CONTROL SERVICES:

Cancellation Procedures: To cancel a request for services or any portion thereof, the applicable cancellation boxes must be checked and then re-submit the form to DESPP, with all sections completed. For cancellations between 0730 hours through 1730 hours, Monday through Friday (except holidays), submit to the DESPP Special Duty Coordinator by facsimile to 860-706-1407 or e-mail to the specduty.clerk@ct.gov; for cancellations at all other times and holidays, submit to the State Police Message Center by facsimile to 860-685-8346 or e-mail to the dps.messagecenter@ct.gov. Any cancellation made without at least twenty-eight (28) hours advance notice will result in a charge for four (4) hours minimum pay for each Trooper/Sergeant assigned to the project.

	DATE(S)	HOURS	NUMBER OF TROOPER(S)	(Revision) TIME CHANGE		(Revision) CHANGE NUMBER OF TROOPERS		CANCEL
				FROM	TO	FROM	TO	
1.				FROM	TO	FROM	TO	<input type="checkbox"/>
2.				FROM	TO	FROM	TO	<input type="checkbox"/>
3.				FROM	TO	FROM	TO	<input type="checkbox"/>
4.				FROM	TO	FROM	TO	<input type="checkbox"/>
5.				FROM	TO	FROM	TO	<input type="checkbox"/>
6.				FROM	TO	FROM	TO	<input type="checkbox"/>
7.				FROM	TO	FROM	TO	<input type="checkbox"/>
8.				FROM	TO	FROM	TO	<input type="checkbox"/>
9.				FROM	TO	FROM	TO	<input type="checkbox"/>
10.				FROM	TO	FROM	TO	<input type="checkbox"/>

Massachusetts



CONNECTICUT DEPARTMENT OF TRANSPORTATION MAINTENANCE DISTRICTS

Revised Date 7/13