

character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Section 1.09.07 of the ConnDOT Form 816 and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Section 1.09.07 of the ConnDOT Form 816, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 7.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample; or
 - 3. Engineer's written interpretation or clarification

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in ConnDOT Standard Specifications - Form 816 and ConnDOT Form 816 Special Provisions.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on **June 3, 2016**.

OWNER:

Town of Essex

By: _____

Title: **First Selectman**

Attest: _____

Title: _____

Address for giving notices:

29 West Ave.

Essex, CT 06426

CONTRACTOR

Clover Construction Co.

By: _____

Title: **President**

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

2 Salem Lane

Bristol, CT 06010

License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Clover Construction Company
2 Salem Lane
Bristol, CT 06010

SURETY (Name, and Address of Principal Place of Business):

Boston Indemnity Company Inc.
4 High Street, Suite 206
North Andover, MA 01845

OWNER (Name and Address):

Town of Essex
29 West Avenue
Essex, Connecticut 06426

CONTRACT

Effective Date of Agreement: June 3, 2016
Amount: Two Hundred Eighteen Thousand Five Hundred Two and 00/100 (\$218,502.00)
Description: Main Street Sidewalk Renovation

BOND

Bond Number: BG1135623
Date (Not earlier than Effective Date of Agreement): June 3, 2016
Amount: Two Hundred Eighteen Thousand Five Hundred Two and 00/100 (\$218,502.00)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Clover Construction Company (Seal)
Contractor's Name and Corporate Seal

Boston Indemnity Company Inc. (Seal)
Surety's Name and Corporate Seal

By: 
Signature

By: 
Signature (Attach Power of Attorney)

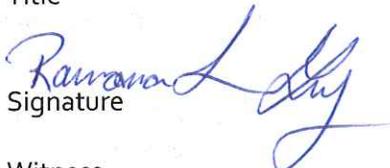
Daniel F. Houlihan
Print Name

Kenneth P. Morotto Jr.
Print Name

President
Title

Attorney In Fact
Title

Attest: 
Signature

Attest: 
Signature

Witness
Title

Witness
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker: Northeast Surety LLC., 1 Forest Park Drive, Farmington, CT 06032 (860) 674-0123

Owner's Representative *(Engineer or other party)*:

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Clover Construction Company
2 Salem Lane, Bristol, CT 06010

OWNER (Name and Address):

Town of Essex
29 West Avenue
Essex, Connecticut 06426

CONTRACT

Effective Date of Agreement: June 3, 2016
Amount: Two Hundred Eighteen Thousand Five Hundred Two and 00/100 (\$218,502.00)
Description: Main Street Sidewalk Renovation

BOND

Bond Number: BG1135623

Date (Not earlier than Effective Date of Agreement): June 3, 2016
Amount: Two Hundred Eighteen Thousand Five Hundred Two and 00/100 (\$218,502.00)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Clover Construction Company (Seal)
Contractor's Name and Corporate Seal

By: 
Signature

DAVID F HOULAHAN
Print Name

President
Title

Attest: 
Signature

Witness
Title

SURETY

Boston Indemnity Company Inc. (Seal)
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Kenneth P. Morotto Jr.
Print Name

Attorney In Fact
Title

Attest: 
Signature

Witness
Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent

jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker: Northeast Surety LLC, 1 Forest Park Drive, Farmington, CT 06032 (860) 674-0123

Owner's Representative *(Engineer or other)*:

POWER OF ATTORNEY

BG- 250236

Boston Indemnity Company, Inc.

KNOW ALL MEN BY THESE PRESENTS, that BOSTON INDEMNITY COMPANY, INC., a South Dakota Corporation, with its principal office in North Andover, MA, does hereby constitute and appoint: Ellen G. Coco, Kenneth J. Coco, Kenneth P. Morotto Jr. its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of BOSTON INDEMNITY COMPANY, INC., on the 3rd day of January, 2012 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five-million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary & CFO, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, BOSTON INDEMNITY COMPANY, INC., has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of June, 2015.



BOSTON INDEMNITY COMPANY

BY [Signature] Matthew J. Semeraro President

ACKNOWLEDGEMENT

On this 11th day of June, 2015, before me, personally came Matthew J. Semeraro to me known, who being duly sworn, did depose and say that he is the President of BOSTON INDEMNITY COMPANY, INC., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 01-09-16

BY [Signature] Amy L. Taylor Notary Public

CERTIFICATE

I, the undersigned, Secretary & CFO of BOSTON INDEMNITY COMPANY, INC., A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at North Andover, MA, this 3rd Day of June, 2016.



BY [Signature] Phillip G. Lauer Secretary & CFO

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



Selectmen's Office

www.essexct.gov

Norman M. Needleman, First Selectman

Email: nneedleman@essexct.gov

Board of Selectmen:

Stacia R. Libby

Bruce M. Glowac

Essex Town Hall

29 West Avenue

Essex, Connecticut 06426

Telephone: 860-767-4340

Fax: 860-767-8509

INCUMBENCY CERTIFICATION

I, Joel B. Marzi, Town Clerk of the Town of Essex, DO HEREBY certify that as of June 2, 2016, Norman M. Needleman holds the office of the First Selectman and has held that office since November 15, 2011 with term ending on November 14, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Town Seal of the Town of Essex this 2nd day of June, 2016

A handwritten signature in black ink, appearing to read "Joel Marzi", written over a horizontal line.

Joel Marzi, Town Clerk

(SEAL)



10/25/2013

ITEM #0975004A - MOBILIZATION AND PROJECT CLOSEOUT**9.75.01 - Description:**

This item shall consist of all work necessary for the movement of personnel and furnishing equipment to the project site, and for the establishment of all Contractors' field offices, buildings and other facilities necessary to the performance of the work. In addition, this item shall include the preparation of work plans and submittals necessary to facilitate the commencement of physical construction. These initial submittals are identified elsewhere in the contract and may include project schedules, project management plans, safety plans, quality plans, erosion and sedimentation control plans and similar submittals addressing the general sequencing and management of the project. This item shall also include demobilization of plant and equipment, completion of all punchlist work, and administrative closeout items necessary to satisfy all contract requirements.

This item may not be subcontracted, in whole or part.

9.75.04 - Method of Measurement:

This work will be measured for payment in the manner described hereinafter; however, the determination of the total contract price earned shall not include the amount of mobilization earned during the period covered by the current monthly estimate - but shall include amounts previously earned and certified for payment.

1. When the first payment estimate is made, 25 percent of the lump sum bid price for this item or 2.5 percent of the total original contract price, whichever is less, shall be certified for payment.
2. When the initial project submittals necessary to begin construction are accepted by the Engineer, 50 percent of the lump sum bid price for this item or 5.0 percent of the total original contract price, whichever is less, minus any previous payments, shall be certified for payment.
3. When the initial project submittals are accepted by the Engineer, and 15 percent of the total original contract price is earned, 70 percent of the lump sum price of this item or 7.0 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.
4. When 30 percent of the total original contract price is earned 85 percent of the lump sum price of this item or 8.5 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.
5. When the requirements of Article 1.08.13 have been satisfied 95 percent of the lump sum price of this item, minus any previous payments, will be certified for payment.

40-108
FINAL DESIGN
REVIEW

ATTACHMENT #2

ITEM #0975004A

Rev. Date 06/19/15

ITEM #0970006A - TRAFFICPERSON (MUNICIPAL POLICE OFFICER)
ITEM #0970007A - TRAFFICPERSON (UNIFORMED FLAGGER)

Delete SECTION 9.70 TRAFFICPERSON in its entirety and replace with the following:

9.70.01—Description: Under this item the Contractor shall provide the services of Trafficpersons of the type and number, and for such periods, as the Engineer approves for the control and direction of vehicular traffic and pedestrians. Traffic persons requested solely for the contractor's operational needs will not be approved for payment.

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

On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required. In the event of an unplanned, emergency, or short term operation, the Engineer may approve the temporary use of properly clothed persons for traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

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

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

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

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

ITEM #0970006A
ITEM #0970007A

Rev. Date 06/19/15

measured for payment. In cases where the Trafficperson is an employee on the Contractor's payroll, payment under the item "Trafficperson (Uniformed Flagger)" will be made only for those hours when the Contractor's employee is performing Trafficperson services.

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

Mileage fees associated with Trafficperson services will not be measured for payment.

Safety garments and STOP/SLOW paddles will not be measured for payment.

9.70.05—Basis of Payment: Trafficpersons will be paid in accordance with the schedule described herein.

There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

1. Uniformed Law Enforcement Personnel: The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the bid price even though payment will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount for the contract.

The Department will pay the Contractor its actual costs for "Trafficperson (Municipal Police Officer)" plus an additional 5% as reimbursement for the Contractor's administrative expense in connection with the services provided. The 5% markup will be paid when the Engineer receives cancelled check(s) or receipted invoice(s) as proof of payment from the Contractor.

The invoice must include a breakdown of each officer's actual hours of work and actual rate applied. Mileage fees associated with Trafficperson services are not reimbursable expenses and are not to be included in the billing invoice. The use of a municipal police vehicle authorized by the Engineer will be paid at the actual rate charged by the municipality. Upon receipt of the invoice from the municipality, the Contractor shall forward a copy to the Engineer. The invoice will be reviewed and approved by the Engineer prior to any payments. The rate charged by the municipality for use of a uniformed municipal police officer and/or a municipal police vehicle shall not be greater than the rate it normally charges others for similar services.

2. Uniformed Flagger: Uniformed flaggers will be paid for at the contract unit price per hour for "Trafficperson (Uniformed Flagger)", which price shall include all compensation, insurance benefits and any other cost or liability incidental to the furnishing of the trafficpersons ordered.

Pay Item	Pay Unit
Trafficperson (Municipal Police Officer)	est.
Trafficperson (Uniformed Flagger)	Hr.

Construction vehicles entering travel lanes at speeds less than the posted speed are interfering with traffic, and shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds, in order to merge with existing traffic.

Existing Signing

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

Signing Patterns

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

Pavement Markings

The Contractor will be responsible for the furnishing of all pavement markings, either temporary or permanent. The Contractor shall repaint roadways as directed by the engineer. This work will be paid for under the appropriate pavement marking items.

The Contractor is alerted that all pavement markings must be in place by the end of the work day for any roadway to be opened on that day.

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for 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.

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

- I.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.

- I.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 Section 1.08, Prosecution and Progress
 - Review Section 9.70, Trafficpersons
 - Review 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

and sign crew shall continue to install/remove the pattern as described in Section 4c 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 be uncovered.
- 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 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.

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	690' (180m)
55	850' (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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Hallow
2012.05.05 15:30:35-0400
PRINCIPAL ENGINEER

ITEM #0971001A

**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. 85-9959) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1329 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.



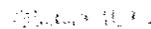
- TRAFFIC CONE OR TRAFFIC DUM
- OPTIONAL TRAFFIC DRUM PORTABLE SIGN SUPPORT
- HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



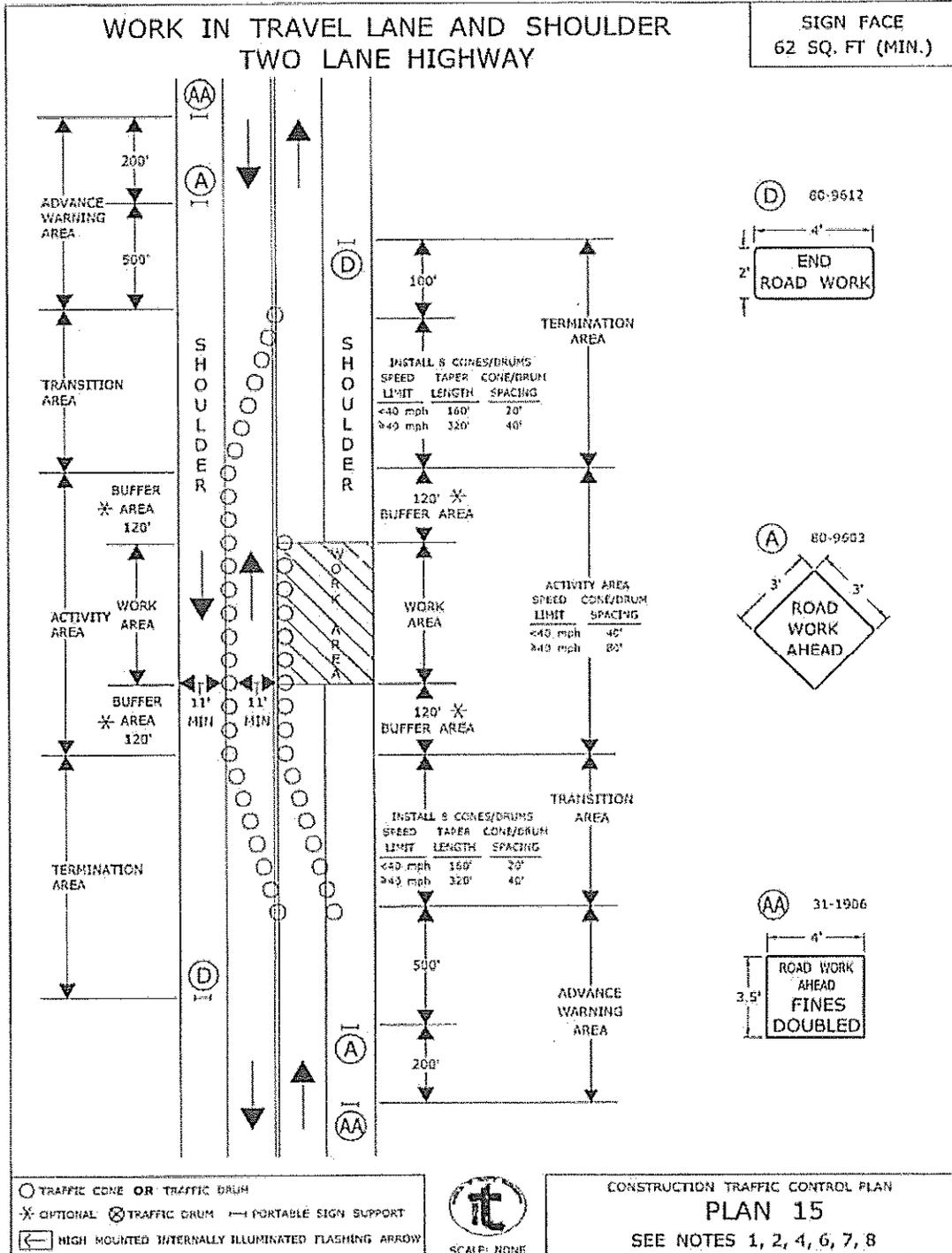
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED


PRINCIPAL ENGINEER

Charles E. Harlow
2012.05.05 15:55:45 04'00"



CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED: Charles Hagan
3013 6803 15 00 29-04 00
PRINCIPAL ENGINEER

Article 9.71.05 – Basis of Payment is supplemented by the following:

The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports shall be paid for under the item "Maintenance and Protection of Traffic". Temporary overhead sign supports and foundations shall be paid for under the appropriate item(s).

The cost of furnishing, installing, and removing the material for the 4H:1V traversable slope shall be paid for under the item "Maintenance and Protection of Traffic."

Rev. Date 03/11

include a description of the experience and training which the proposed staff possesses and a list of state projects the personnel have worked on previously. All field layout and staking required for the project shall be performed under the direct supervision of a person, or persons, of engineering background experienced in the direction of such work and acceptable to the Engineer. If the personnel responsible for construction staking change during the course of the project, then a revised submittal will be required.

The Department may check the control of the work, as established by the Contractor, at any time as the work progresses. The Contractor will be informed of the results of these checks, but the Department by so doing in no way relieves the Contractor of responsibility for the accuracy of the layout work. The Contractor shall correct or replace, at the Contractor's own expense, any deficient layout and construction work which may be the result of the inaccuracies in the Contractor's staking operations or the failure to report such inaccuracies, or the Contractor's failure to report inaccuracies found in work done by the Department or by others. If, as a result of these inaccuracies, the Department is required to make further studies, redesign, or both, all expenses incurred by the Department due to such inaccuracies will be deducted from any monies due the Contractor.

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.

For roadways where the existing pavement markings need to be reestablished:

Prior to any resurfacing or obliteration of existing pavement markings, the Contractor and a representative of the Engineer must establish and document pavement marking control points from the existing markings. These control points shall be used to reestablish the positions of the lanes, the beginnings and endings of tapers, channelization lines for on and off ramps, lane use arrows, stop bars, and any lane transitions in the project area. The Contractor shall use these control points to provide appropriate premarking prior to the installation of the final markings.

The Contractor shall provide and maintain reference stakes and/or markings at 100 foot intervals immediately off the edge of pavement to be used to reestablish the existing pavement markings. The Contractor shall also provide and maintain reference stakes and/or markings at any point where there is a change in pavement markings to reestablish the existing pavement markings.

For non-limited access roadways

On non-limited access roadways it may be necessary to adjust the final locations of the pavement markings to accommodate pedestrians and bicyclists where feasible. Prior to any resurfacing or obliteration of existing pavement markings, the Contractor, a representative of the Engineer, and a representative of the Division of Traffic Engineering must establish and document pavement marking control points from the existing markings as described above. The control points at that time may be adjusted to provide minimum shoulder widths of 4 to 5 feet wherever possible while maintaining travel lane widths of no less than 11 feet and no more than 12 feet.

9.80.04—Method of Measurement: Construction staking will be at the Contract lump sum for construction staking.

Rev. Date 6/2014

SECTION 12.00 – GENERAL CLAUSES FOR HIGHWAY SIGNING**Description:**

Work under this item shall conform to the requirements of Section 12.00 supplemented as follows:

12.00.06 – Data Labels:

For the purpose of developing and maintaining a highway sign inventory and for the purpose of sampling and testing reflective sheeting, the Contractor shall affix a Data Label(s) to the back of each sign face-extruded aluminum sign and each sign face-sheet aluminum sign in the vicinity of the lower left hand corner or quadrant. Data Labels shall be 2 (two) separate 5 (five) inch by 3 (three) inch (125mm by 75mm), non-reflective weatherproof films with black copy on a yellow background having a pressure sensitive adhesive backing.

A "Fabrication" Data Label is to include information about the sign fabricator, date of fabrication and the sheeting manufacturer - type. An "Installation" Data Label is to include The State Project Number or Maintenance Permit Number that installed the sign and date of installation.

The cost of the data labels coded and in place on the sign shall be included in the unit cost of the respective sign material. Payment for the respective quantities of each sign face-extruded aluminum sign and each sign face-sheet aluminum sign may be withheld until all Data Label(s) have been installed to the satisfaction of the Engineer.

The Data Label designs, with additional notes relative to design requirements are attached herewith.

12.00.07 – Global Positioning System (GPS) coordinates for signs:

The Contractor shall obtain and provide to the Engineer sign installation data, including Global Positioning System (GPS) latitude and longitude coordinates, for all new permanent signs (temporary and construction signs are not to be included) installed in the project. The Engineer shall forward the sign data to the Division of Traffic Engineering. The horizontal datum is to be set to the State Plane Coordinate System, North American Datum of 1983 (NAD83) in feet. The minimum tolerance must be within 10 feet. The format of the GPS information shall be provided in a Microsoft Office compatible spreadsheet (Excel) file with data for each sign. The record for each sign installed is to be compatible with the anticipated CTDOT Sign Inventory and Management System (CTSIMS). The following format shall be used. However, the data fields noted by "#" are not required for the project submission. These entries will be completed as part of the Traffic Engineering CTSIMS data upload.

GENERAL

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DATA LABELS
NON REFLECTIVE, WEATHERPROOF FILM
BLACK COPY, YELLOW BACKGROUND

CONN DOT SIGN FACE DATA LABEL											
Fabricator: (Insert NAME or State) Sheeting Manufacturer - Type (Insert NAME - TYPE)											
Date Fabricated - Month / Year											
J	F	M	A	M	J	J	A	S	O	N	D
12	13	14	15	16	17	18	19	20	21	22	23

CONN DOT SIGN FACE DATA LABEL											
Installed By: Project No.: (Insert 000-0000 or State) Permit No.: (Insert D_-000000)											
Date Installed - Month / Year											
J	F	M	A	M	J	J	A	S	O	N	D
12	13	14	15	16	17	18	19	20	21	22	23

Data Labels To Be 5 Inch By 3 Inch Each (125mm x 75mm) With Face Designs As Shown Above.

All Copy Ink Must Be Durable And Not Fade, Discolor, Or Smudge.

All Variable Legends To Be Included At Label Fabrication.

Only One "Installed By" Permit Or Project Number Should Be Provided.

Sign Fabrication And / Or Installation By State Forces, Insert "State."

The Month And Year Of Fabrication And Installation May Be Punched Or Marked Out

The Back Of The Data Label Must Contain A Pre-coated Pressure-Sensitive Adhesive Covered By A Removable Liner.

At Application, The Liner Must Be removable Without Soaking In Water Or Other Solvents.

The Adhesive Must Form A Durable Bond To Surfaces That Are Smooth, Clean, Corrosion-Free And Weather Resistant.

Completed Data Labels Must Not Discolor, Crack, Craze, Blister, Delaminate, Peel, Chalk, Or Lose Adhesion When Subjected To Temperatures From -30 Degrees to 200 Degrees Fahrenheit.

GENERAL

Rev. Date 1/5/12

ITEM NO. 1206023A - REMOVAL AND RELOCATION OF EXISTING SIGNS

Section 12.06 is supplemented as follows:

Article 12.06.01 – Description is supplemented with the following:

Work under this item shall consist of the removal and/or relocation of designated side-mounted extruded aluminum and sheet aluminum signs, sign posts, sign supports, and foundations where indicated on the plans or as directed by the Engineer. Work under this item shall also include furnishing and installing new sign posts and associated hardware for signs designated for relocation.

Article 12.06.03 – Construction Methods is supplemented with the following:

The Contractor shall take care during the removal and relocation of existing signs, sign posts, and sign supports that are to be relocated so that they are not damaged. Any material that is damaged shall be replaced by the Contractor at no cost to the State.

Foundations and other materials designated for removal shall be removed and disposed of by the Contractor as directed by the Engineer and in accordance with existing standards for Removal of Existing Signing.

Sheet aluminum signs designated for relocation are to be re-installed on new sign posts.

Article 12.06.04 – Method of Measurement is supplemented with the following:

Payment under Removal and Relocation of Existing Signs shall be at the contract lump sum price which shall include all extruded aluminum and sheet aluminum signs, sign posts, and sign supports designated for relocation, all new sign posts and associated hardware for signs designated for relocation, all extruded aluminum signs, sheet aluminum signs, sign posts and sign supports designated for scrap, and foundations and other materials designated for removal and disposal, and all work and equipment required.

Article 12.06.05 – Basis of Payment is supplemented with the following:

This work will be paid for at the contract lump sum price for “Removal and Relocation of Existing Signs” which price shall include relocating designated extruded aluminum and sheet aluminum signs, sign posts, and sign supports, providing new posts and associated hardware for relocated signs, removing and disposing of foundations and other materials, and all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading of extruded aluminum signs, sheet aluminum signs, sign posts, and sign supports designated for scrap and all equipment, material, tools and labor incidental thereto.

Pay Item
Removal and Relocation of Existing Signs

Pay Unit
L.S.

Date 12/13

accordance with ASTM D7585/D7585M (Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments).

Mobile Retroreflectometer

1. Calibration of the instruments shall be in accordance with the manufacturer's instructions.
2. Retroreflectivity shall be measured in a manner proposed by the Contractor and approved by the Engineer. The basis of approval of the test method will be conformance to a recognized standard test method or provisional standard test method.

The measurements shall be obtained when the pavement surface is clean and dry and shall be reported in millicandellas per square foot per foot candle - $\text{mcd}/\text{ft}^2/\text{fc}$ (millicandelas per square meter per lux ($\text{mcd}/\text{m}^2/\text{lux}$)). Measurements shall be obtained sequentially in the direction of traffic flow.

Additional Contents of Certified Test Report

The CTR shall also list:

- Project and Route number
- Geographical location of the test site(s), including distance from the nearest reference point.
- Manufacturer and model of retroreflectometer used.
- Most recent calibration date for equipment used.
- Grand Average and standard deviation of the retroreflectivity readings for each line, symbol or legend.

Initial Performance:

In order to be accepted, all epoxy resin pavement markings must meet the following minimum retroreflectivity reading requirement:

White Epoxy: minimum retroreflectivity reading of $400 \text{ mcd}/\text{ft}^2/\text{fc}$ ($\text{mcd}/\text{m}^2/\text{lux}$)

Yellow Epoxy: minimum retroreflectivity reading of $325 \text{ mcd}/\text{ft}^2/\text{fc}$ ($\text{mcd}/\text{m}^2/\text{lux}$)

At the discretion of the Engineer, the Contractor shall replace, at its expense, such amount of lines, symbols and legends that the grand average reading falls below the minimum value for retro-reflectivity. The Engineer will determine the areas and lines to be replaced. The cost of replacement shall include all materials, equipment, labor and work incidental thereto.

base, expansion and construction on joint dowels, reinforcing, curing and anti-spalling compound and all materials, equipment, tools, and labor necessary for the complete installation of the concrete driveway aprons as shown on the plans and described herein.

- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 - "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.
- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

4. Provide documents to support contracts made with ConnDOT requesting assistance in satisfying the Contract specified goal.
 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Municipality requires the following:

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
- B. The DBE contract goal percentage for the Project is 0% (Construction) and N/A (Construction Inspection). The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under contract in accordance with 49 CFR Part 26, Subpart C Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the

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

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Municipality with:
1. An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the

10. any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

- B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT initiating unit for submission to the ConnDOT Division of Contract Compliance. ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, via certified mail, a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.
- D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the Contract. For example, when the apparent successful bidder fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

Town of Essex
29 West Avenue
Essex, CT 06426

BID

Bid Due Date: Thursday, May 5th, 2016 at 2:00 pm
Description: Main Street Sidewalk Renovation

BOND

Bond Number:

Date *(Not earlier than Bid due date):*

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

CONNECTICUT DEPARTMENT OF TRANSPORTATION PROJECT NO. 40-105
 FEDERAL AID PROJECT NO. PEDS (187)
 ESSEX, CONNECTICUT

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0977001	25 each	Traffic Cone

Unit Price ONE DOLLAR Total Item \$ 25.00
 (dollars)

and NO CENTS
 (cents)

(\$ 1.00)

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0978002	25 each	Traffic Drum

Unit Price ONE DOLLAR Total Item \$ 25.00
 (dollars)

and NO CENTS
 (cents)

(\$ 1.00)

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
1208927	100 sf	Sign Face Sheet Aluminum (Type IX Reflective Sheeting)

Unit Price FIFTY DOLLARS Total Item \$ 5,000.00
 (dollars)

and NO CENTS
 (cents)

(\$ 50.00)

CONNECTICUT DEPARTMENT OF TRANSPORTATION PROJECT NO. 49-108
FEDERAL AID PROJECT NO. PEDS (187)
ESSEX, CONNECTICUT

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0921039	7 each	Detectable Warning Strip

Unit Price ONE HUNDRED SIXTY DOLLARS Total Item \$ 1,120.00
(dollars)
and NO CENTS
(cents)
(\$ 160.00)

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
1220013	500 sf	Construction Signs - Bright Fluorescent Sheeting

Unit Price NO DOLLARS Total Item \$ 250.00
(dollars)
and FIFTY CENTS
(cents)
(\$.50)

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0202529	48 lf	Cut Bituminous Concrete Pavement

Unit Price ONE DOLLAR Total Item \$ 48.00
(dollars)
and NO CENTS
(cents)
(\$ 1.00)

CONNECTICUT DEPARTMENT OF TRANSPORTATION PROJECT NO. 40 108
FEDERAL AID PROJECT NO. PEDS (137)
ESSEX, CONNECTICUT

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0213000	3 cy	Gravel Fill

Unit Price FIVE Dollars Total Item \$ 15.00
(dollars)
and NO CENTS
(cents)
(\$ 5.00)

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0815001	70 lf	Bituminous Concrete Lip Curbing

Unit Price EIGHT DOLLARS Total Item \$ 560.00
(dollars)
and NO CENTS
(cents)
(\$ 8.00)

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0950019	3,000 sy	Turf Establishment - Lawn

Unit Price ONE DOLLAR Total Item \$ 3000.00
(dollars)
and NO CENTS
(cents)
(\$ 1.00)

CONNECTICUT DEPARTMENT OF TRANSPORTATION PROJECT NO. 45-108
FEDERAL AID PROJECT NO. FE65(187)
ESSEX, CONNECTICUT

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0219001	1,300 lf	Sedimentation Control System

Unit Price ONE DOLLAR
(dollars) Total Item \$ 1,950.00
and FIFTY CENTS
(cents)
(\$ 1.50)

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0219011	16 each	Sedimentation Control System at Catch Basin

Unit Price SIXTY DOLLARS
(dollars) Total Item \$ 960.00
and NO CENTS
(cents)
(\$ 60.00)

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION
0975004A	1 LS	Mobilization and Project Closeout

Unit Price ONE THOUSAND DOLLARS
(dollars) Total Item \$ 1,000.00
and NO CENTS
(cents)
(\$ 1,000.00)

CONNECTICUT DEPARTMENT OF TRANSPORTATION PROJECT NO. 49-106
FEDERAL AID PROJECT NO. FEDS (187)
ESSEX, CONNECTICUT

TOTAL OF BASE BID

The Base Bid computed contract price for all above items inclusive is:

Two Hundred Eighteen Thousand Five Hundred Two

Dollars and NO Cents

\$ 218,502.00

CONNECTICUT DEPARTMENT OF TRANSPORTATION PROJECT NO. 49-103
FEDERAL AID PROJECT NO. PEDS(187)
ESSF, CONNECTICUT

CERTIFICATE OF VOTE

(To be filed if Contractor is a Corporation)

I, DANIEL F. HOULIHAN, hereby certify that I am the duly qualified
(Secretary of the Corporation)
and acting Secretary of Clower Construction Co and I further certify
(Name of Corporation)
that a meeting of the Directors of said Company, duly called and held on 5-3-16
(Date of Meeting)
at which all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

DANIEL F HOULIHAN
PRESIDENT

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: [Signature]
(Secretary of Corporation)

A True Copy:

Attest: [Signature]
(Notary Public)

My Commission Expires: 2-28-20
(Date)

CONNECTICUT DEPARTMENT OF TRANSPORTATION PROJECT NO. 49-108
FEDERAL AID PROJECT NO. PEDS-(187)
ESSEX, CONNECTICUT

BIDDER QUALIFICATION FORM FOR CONNDOT WORK

The bidder is required to have past experience on projects that are built according to ConnDOT Standards and Specifications. The contractor shall identify below, a list of at least 2 completed projects. The projects must have been completed within the last 10 years.

Project 1: 4-4-16

Project name: SAFE ROUTES TO SCHOOL STATE #131-201

Location: SOUTHINGTON, CT 06489

Description: sidewalks, Bridges, PLANTINGS
PAVING, RADAR SIGNS, LANDSCAPING

(TOWN OF SOUTHINGTON JOB)

Reference: JIM GRAPPONE P.E. Phone: 860 276-6231

Project 2: 4-25-16

Project name: SAFE ROUTES TO SCHOOL STATE #110-133

Location: TERRYVILLE, CT 06786

Description: SIDEWALKS, PAVING, CURBING
DRAINAGE, LANDSCAPING, SIGNAGE

(TOWN OF PLYMOUTH JOB)

Reference: CHARLES WIEGENT Phone: 860 685-4030

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CONNECTICUT DEPARTMENT OF TRANSPORTATION PROJECT NO. 40-108
FEDERAL AID PROJECT NO. PEDS (187)
ESSEX, CONNECTICUT

SECTION 00410

FORM OF GENERAL BID

Bid of CLOVER CONSTRUCTION CO. (hereinafter called "Bidder")*

a corporation, organized and existing under the laws of the state of CONN.

a partnership

a joint venture

an individual doing business as _____

To the Town of Essex, Connecticut (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Main Street Sidewalk Renovation, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents within the time set forth below, and at the prices stated below. These prices are to cover all expense incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified by the Owner in the written Notice to Proceed, and to fully complete the project within timeframe indicated in Section C-520 Agreement, exclusive of the winter shut-down period (November 15th through April 1st). The Bidder further agrees to pay liquidated damages as described in Section C-520, "Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price)".

* Insert corporation, partnership or individual as applicable.

STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The CLOVER CONSTRUCTION COMPANY ~~HAS~~ / HAS NOT
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or HAS / HAS NOT (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

CLOVER CONSTRUCTION COMPANY
(Name of Firm, Organization or Corporation)

Signed: [Signature]
Written Signature:

DANIEL HOULIHAN
Name Typed: (Corporation Seal)

Title: President
(Title of Above Person, typed)

Dated: 5-12-16

State of Connecticut)
County of Litchfield) ss: Plymouth A.D., 2016

Sworn to and personally appeared before me for the above, CLOVER CONSTRUCTION COMPANY
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

Daniel Houlihan, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

President
(Title of Person appearing in front of Notary or Clerk)

My Commission Expires: 2-28-20

[Signature]
(Notary Public) (Seal)



MATERIALS	SOURCE OF SUPPLY AND MAILING ADDRESS PG. 2 of 2
PIPING:	
Sheet	
Bearing	
Pipe	
Wood (Pressure Treated)	
Precast, Prestressed	
PIPE	
C.C.M.	
Cast Iron	
Reinf. Concrete	
Vitrified Clay	
PRECAST, PRESTRESSED UNITS	
STEEL:	
Bar Mat Fabric and/or Wire Mesh	TARGET ENT 277 Old Branch Rd Thomaston, CT 0678
Metal Clipping	
Reinforcement	
Scupper	
SHEAR CONNECTORS:	
Spiral	
Welded	
STRUCTURAL (BRIDGES)	
STRUCTURAL (Side mounted sign supports)	
CONTRACTOR <u>CLOVER CONSTRUCTION COMPANY</u>	
SIGNED BY <u>DO [Signature] President</u>	
DATE <u>5-12-16</u>	

NOTE: Items not listed above shall be listed below.

**CONNECTICUT DEPARTMENT OF TRANSPORTATION (CTDOT)
PRE-AWARD DBE COMMITMENT APPROVAL REQUEST**

TO BE SUBMITTED WITHIN THE TIME FRAME INDICATED IN THE BID DOCUMENTS

and only for work which they have been certified for will be approved by CDOT toward the goal. Department's DBE directory is available on CTDOT's website or by calling 860-594-2171 of Sheet _____ of _____

Contractor (s): _____ FEIN Number: _____
 DBE Subcontractor: _____
 NAICS Code (s) associated with this submission: _____
 Address: _____
 Is this DBE firm a 1st or 2nd tier subcontractor? 1st 2nd

Contracted to this DBE firm (S): _____
 Contracted for this DBE Firm (S): _____
 I agree that the total Credited amount will be _____
 and will be measured by the Commercially Useful Function the Subcontractor _____

Description	Is This item Partial Yes/No	Firm Type Code ***	Quantity and Unit of item as bid	Contract Unit Price	Subcontract Unit Price	Total Item price subcontracted****	Total Item credited subcontract
	N					\$0.00	
	N					\$0.00	
	N					\$0.00	
	N					\$0.00	
	N					\$0.00	
	N					\$0.00	
	N					\$0.00	

Contractor: _____
 Contract Unit Price: _____
 Subcontract Unit Price: _____
 Total Item price subcontracted****: _____
 Total Item credited subcontract: _____

Contractor, please use the space provided or use an attachment to offer work involved. Also please identify who is responsible for the remainder of the partial items.
 S (subcontractor), M (manufacturer), P (supplier), T (trucking), V (services)
 The Prime is paying the Subcontractor a higher unit price than the bid, by submitting this form the Prime agrees to the higher subcontracted price without additional costs to the Department amount includes adjustments for supply items (60%) or items further subcontracted to NON-DBE firms.

Contractor, please use the space provided or use an attachment to offer work involved. Also please identify who is responsible for the remainder of the partial items.
 S (subcontractor), M (manufacturer), P (supplier), T (trucking), V (services)
 The Prime is paying the Subcontractor a higher unit price than the bid, by submitting this form the Prime agrees to the higher subcontracted price without additional costs to the Department amount includes adjustments for supply items (60%) or items further subcontracted to NON-DBE firms.

Contractor, please use the space provided or use an attachment to offer work involved. Also please identify who is responsible for the remainder of the partial items.
 S (subcontractor), M (manufacturer), P (supplier), T (trucking), V (services)
 The Prime is paying the Subcontractor a higher unit price than the bid, by submitting this form the Prime agrees to the higher subcontracted price without additional costs to the Department amount includes adjustments for supply items (60%) or items further subcontracted to NON-DBE firms.

Contractor, Title _____ Date _____
 Signature of Subcontractor, Title _____
 After this submittal is approved by the Department, any proposed changes to it must be submitted to the Department for approval.

YES
 NO

If YES, state the amount and DO NOT include the amount in the amount toward the goal.



Clover Construction Company

2 Salem Lane
Bristol, CT 06010
Phone: 860-585-8222
Fax: 860-582-6896

cloverconstruction@comcast.net

Fax

To: Marie Lucarelli Fax: 860 767 8509
 From: Dan H. Date: 5-19-16
 Re: Main St. Sidewalk Pages: 4
 Cc: _____

Comments:

Main -

Here is the paperwork you requested.

Thanks.

Dan

Any questions:

cell #

860 989-4677

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

City/Town of BALSTON CT 06010

Firm Name: CLOVER CONSTRUCTION COMPANY

Address: 2 SALEM LANE

Project Description: SAFE ROUTES TO School
MAIN ST SIDEWALK
PERS (187)

Bid Amount: 218,502.00

Date: 5-19-16

I Daniel Houtchaw of Clover Construction Co.
(Name of Person) (Name of Firm)

intend to honor our Affirmative Action Program on file with the Connecticut Department of Transportation, Office of Contract Compliance. I further certify that our Affirmative Action Program is current and that the last approval was on (Date) MARCH 2, 2015 and it expires on (Date) April 30, 2017

Signed By: [Signature]

Title: President

EEO Officer: Marilyn Houtchaw