

TOWN COUNCIL
Town of Trumbull
CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5000



JUNE 9, 2016
MINUTES

CALL TO ORDER: The Chair called the special meeting of the Town Council to order at 7:04 p.m. All present joined in a moment of silence and the Pledge of Allegiance.

The clerk called the roll and recorded it as follows:

<u>Present:</u>	Edna Colucci	Joe Pifko	Mark LeClair
	Donna Seidell	Matt Caron	Ann Marie Evangelista
	Bill Mecca	Carl Massaro, Jr.	Mary Beth Thornton
	Dawn Cantafio	Jack Testani	Lisa Valenti
	Thomas Whitmoyer	Mark Block	Tony Scinto
	Enrico Costantini	Richard Kascak, Jr.	Michael London
	Lori Rosasco-Schwartz		

Absent: Jason Marsh and Vincent DiMasi, Jr.

Also

Present: First Selectman Herbst, Chief of Staff Lynn Arnow, Director of Finance Maria Pires, Director of Public Works, John Marsilio, Town Engineer Frank Smeriglio, Economic & Development Director Rina Bakalar, Town Counsel Barbara Dennis Kokenos, Esq., Attorney Neil Mosko, Esq., Alfred Masscia of Tighe Bond, WPCA Chairman Jeffrey Wright, Board of Finance members, Chairman Elaine Hammers, Mr. Chase, Mr. Haberlin, Mr. Molgard and Mr. Zimov.

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1. RESOLUTION TC26-65: Moved by Costantini, seconded by Block.
BE IT RESOLVED, That the Town attorney is hereby authorized to settle litigation between the Town of Trumbull, the Trumbull Water Pollution Control Authority, Mark IV Construction, Company, et al and to authorize the Trumbull Water Pollution Control Authority to fund the settlement.

The Board of Finance moved, seconded and voted unanimously to move the supplemental appropriation on their agenda to the floor.

Moved by London, seconded by Caron to enter into executive session to discuss pending litigation. VOTE: Motion CARRIED unanimously.
The BOF moved, seconded and voted unanimously to enter into executive session at 7:10 p.m.

The Town Council and Board of Finance entered into executive session at 7:10 p.m. with the following people present: Edna Colucci, Joe Pifko, Mark LeClair, Donna Seidell, Matt Caron Ann Marie Evangelista, Bill Mecca, Carl Massaro, Jr., Mary Beth Thornton, Dawn Cantafio, Jack Testani, Lisa Valenti, Thomas Whitmoyer, Mark Block, Tony Scinto, Enrico Costantini, Richard Kascak, Jr. Michael London, Lori Rosasco-Schwartz, First Selectman Herbst, Chief of Staff Lynn Arnow, Director of Finance Maria Pires, Director of Public Works, John Marsilio, Town Engineer Frank Smeriglio, Economic & Development Director Rina Bakalar, Town Counsel Dennis Kokenos, Esq., Attorney Neil Moskow, Esq., Alfred Mascia of Tighe Bond, WPCA Chairman Jeffrey Wright, Board of Finance members, Chairman Elaine Hammers, Mr. Chase, Mr. Haberlin, Mr. Molgard and Mr. Zimov.

Moved by London, seconded by Rosasco-Schwartz to end executive session. VOTE: Motion CARRIED unanimously.
The Board of Finance moved, seconded and unanimously ended executive session.
The Town Council and Board of Finance ended executive session at 8:34 p.m.

The Chair stated Attorney Kokenos had asked the council to amend their resolution and called for the following motion

Moved by London, seconded by Block to amend the resolution to read as, "RESOLUTION TC26-65: BE IT RESOLVED, That the Town attorney is hereby authorized to settle litigation between the Town of Trumbull, the Trumbull Water Pollution Control Authority, Mark IV Construction, Company, et al and to authorize the Finance Director to execute the settlement agreement and to authorize the Trumbull Water Pollution Control Authority to fund the settlement.

VOTE: Motion CARRIED unanimously.

Moved by London, seconded by LeClair to further amend the resolution to read as, "RESOLUTION TC26-65: BE IT RESOLVED, That the Town attorney is hereby authorized to settle litigation between the Town of Trumbull, the Trumbull Water Pollution Control Authority, Mark IV Construction, Company, et al and to authorize the Finance Director to execute the settlement agreement, authorize the First Selectman to execute the release and to authorize the Trumbull Water Pollution Control Authority to fund the settlement in the amount of \$2,775,000 by transfer of that amount from Retained Earnings account 20-315200 to 20100000-480012.

VOTE: Motion CARRIED unanimously.
VOTE: ADOPTED as amended unanimously.

The Board of Finance voted 4-2 to approve the supplemental appropriation from the WPCA Retained Earnings account, \$2,775,000 to 20100000-480012.

The Town Council Chairman stated the council's business was complete.

Town Attorney Kokenos, esq. submitted for the record copies of the agreement to be executed for both litigations to the clerk.

The Chair extended his gratitude to the Chairman Hammers and the BOF for allowing the Town Council to meet with them and taking a lot of their precious time. There had been multiple meetings on multiple nights this week with a lot of important business to attend to and the Chair thanked the Town Council for their hard work this week. The Chair also extended his gratitude to the Director of Public Works, the WPCA Chairman WPCA members and the Town's litigation team for their hard work. Hopefully the other party signs off on this in a few hours and all can look forward to a properly constructed sewer system in the affected areas of the east side of town. It is the most important thing at the end of the day, we are all paying an emotional price, and a financial price. The past is the past. There are no findings of fact and there is no reason to carry anything forward except to make sure the job is done and is done right and the services are appropriately and qualitatively provided to our people. The Chair thanked everyone for their time and attention on this matter.

There being no further business to discuss and upon motion made by Rosasco-Schwartz, seconded by Pifko the Town Council adjourned by unanimous consent at 8:40 p.m.

Respectfully Submitted,

Margaret Mastroni, Town Council Clerk

**SETTLEMENT AGREEMENT –TOWN OF TRUMBULL v. MARK IV
CONSTRUCTION COMPANY, INC. ET. AL, DOCKET NUMBER
UWY-CV11-6013394-S**

THIS AGREEMENT made this ____ day of _____, 2016 by and between the Trumbull Water Pollution Control Authority, a statutory public entity organized pursuant to the law of the State of Connecticut (“WPCA”), Town of Trumbull (“Town”) (WPCA and Town collectively referred to herein as “Trumbull”), Mark IV Construction Company, Inc., a Connecticut Corporation organized pursuant to the laws of the State of Connecticut (“Mark IV”), Manuel Moutinho, an individual residing at _____ (“Moutinho”) and Thomas E. DellaBitta, an individual residing at _____ (“DellaBitta”) (WPCA, Trumbull, Mark IV, Moutinho and Dellabitta collectively hereinafter referred to as the “Parties”).

WHEREAS, In or around April 2007, Trumbull and Mark IV Construction Co., Inc. entered in an agreement for the Construction of sanitary Sewers, Phase 4, Part B, Contract 3 (Hereinafter “Contract”) for the construction of sanitary sewers within the jurisdictional limits of the Town of Trumbull.

WHEREAS, WPCA instituted certain litigation entitled Town of Trumbull Water Pollution Control Authority v. Mark IV Construction Company, Inc. Docket No. UWY-CV11-6013394-S (“Litigation”) alleging certain causes of action which include Negligence, Breach of Contract, Breach of Covenant of Good Faith and Fair Dealing, Negligent and Intentional Misrepresentation, Fraud and Violation of Connecticut Unfair Trade Practices Act. WHEREAS, Mark IV, Moutinho, and DellaBitta have disputed the allegations of the complaint and have denied responsibility and liability therefor.

WHEREAS, in order to avoid the expense and uncertainty associated with litigation and without admitting liability of any kind or the infirmity of any claim, Mark IV and Trumbull now desire to completely settle, finally resolve and compromise the Litigation, and any claims that they may have against each other on the terms and under the conditions set forth in this Agreement.

NOWHEREFORE, to fully and completely resolve the Litigation and any and all claims between the Parties, for good and valuable consideration, receipt and sufficiency of which is acknowledged herein, the Parties agree to the following:

- 1) Work to be Performed by Mark IV: Mark IV shall perform all work as set forth in the General Specifications, Scope of Work, Special Notes and Technical Specifications as attached hereto as Exhibit A and per the Drawings prepared by Tighe and Bond Dated November 2015 attached hereto as Exhibit B, which shall also show the location of all repairs necessary (Hereinafter "Work"), for an amount not to exceed One Million Seventy Eight Thousand Five Hundred DOLLARS 00/100 CENTS (\$1,078,500.00) plus mobilization fee as set forth herein. Mark IV acknowledges that it shall not demand, request or receive any payment in excess of the not to exceed price for any material, labor, administrative cost, machine time or any other item necessary or incidental to the completion of the Work. Trumbull acknowledges and agrees that it will be required to incur the cost for police officers/flagmen as set forth in Exhibit A. Trumbull further acknowledges and agrees that it will accept surplus material from the Work at its facility at Indian Ledge Park, and supply all necessary process for the Work.

2) The Parties agree that Mark IV shall be paid as follows:

(a) Mobilization Fee: In addition to the not to exceed price as set forth in Paragraph 1, Mark IV shall be entitled to a one-time mobilization fee in the amount of \$50,000.00.

(b) Milestone Payments: (i) a lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that twenty-five percent (25%) of the Work has been completed and approval of invoice by Trumbull; (ii) a second lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that fifty percent (50%) of the Work has been completed and approval of invoice by Trumbull; (iii) a third lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that seventy-five percent (75%) of the Work has been completed and approval of invoice by Trumbull and (iv) a final lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that one hundred percent (100%) of the Work has been completed and approval of invoice by Trumbull. Said schedule of payment is also set forth in Exhibit A-1 attached hereto. Trumbull is not entitled to withhold any retainage against any of the Milestone Payments and Mark IV is not required to post a payment or performance bond.

- 3) **Release by Trumbull:** Trumbull shall execute the General Release as attached hereto in Exhibit C on or before July 31, 2016. In lieu of Trumbull withholding five (5%) retainage for the Work and in lieu of Mark IV posting a payment or performance bond, said Release shall be held in Escrow by The Law Offices of Owens, Schine & Nicola, P.C (“OS&N”) and shall only be delivered to Mark IV or its Representative upon OS & N’s receipt of Trumbull’s written authorization to deliver said Release. Trumbull shall provide said written authorization to OS & N upon either (a) verification that all Work has been completed to the satisfaction of Trumbull’s consulting Engineers or (b) within fifteen (15) days of final payment to Mark IV, whichever shall occur first. It is acknowledged by the Parties that unless and until said Release is delivered to Mark IV or its Representatives, Trumbull reserves any and all rights and/or claims associated with the Litigation and/or claims associated with a breach of the terms and conditions of this Settlement Agreement and/or attachments thereto. Within seven (7) days of execution of this Settlement Agreement, Trumbull shall withdraw, with prejudice, the Litigation.
- 4) **Release by Mark IV, Moutinho, and DellaBitta:** Mark IV, Moutinho, and DellaBitta shall each execute and deliver a General Release (collectively as attached hereto in Exhibit D) within ten (10) days of execution of this Settlement Agreement. Said Release shall be held in escrow by Hinckley Allen, Trustees (“HA”) pending approval of the terms of this Agreement by the Trumbull Water Pollution Control Authority (“WPCA”), the Trumbull Board of Finance (“Finance”), and the Trumbull Town Council (“Council”).
- 5) **Necessary Town Approvals:** This Agreement is contingent upon the approval of the transaction by the appropriate Trumbull boards and agencies. Specifically, it is presently

anticipated that WPCA will meet on June 7, 2016, and the Board of Finance and Town will meet on June 9, 2016 to consider and approve the transaction.

- 6) Each of the Parties to this Agreement represent and warrant that it has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and that such action has been duly authorized by all necessary action by each party and its respective officers, trustees, directors, members, shareholders and any other persons whose authorization may be needed. Each Party has all the necessary legal capacity to enter into this Agreement and to perform its obligations hereunder.
- 7) Nothing herein shall constitute an admission of liability by any of the Parties in that this Settlement Agreement is entered into solely for the convenience of the Parties and to resolve the Litigation
- 8) This Agreement may not be changed orally. This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
- 9) In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.
- 10) The introductory recital clauses are part of this Agreement.

, Witness

MARK IV CONSTRUCTION, INC.

BY
Its Authorized Agent

, Witness

Manuel Moutinho

Thomas E. DellaBitta

TOWN OF TRUMBULL WATER
POLLUTION CONTROL AUTHORITY

BY
Its Authorized Agent

TOWN OF TRUMBULL

BY
Its Authorized Agent

STATE OF CONNECTICUT)
)
COUNTY OF)

ss.:

On this the _____ day of _____, 2016, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed as _____, duly authorized agent of Mark IV Construction Company, Inc..

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____

STATE OF CONNECTICUT)
)
COUNTY OF)

ss.:

On this the _____ day of _____, 2016, before me _____, the undersigned personally appeared Manuel Moutinho, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity.

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____

STATE OF CONNECTICUT)
)
COUNTY OF)

ss.:

On this the _____ day of _____, 2016, before me _____, the undersigned personally appeared **Thomas E. DellaBitta**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity.

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____

STATE OF CONNECTICUT)
)
COUNTY OF)

ss.:

On this the _____ day of _____, 2016, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity and in his capacity as _____, duly authorized agent of The Trumbull Water Pollution Control Authority.

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____

STATE OF CONNECTICUT)
)
COUNTY OF)

ss.:

On this the _____ day of _____, 2016, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and

acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity and in his capacity as _____, duly authorized agent of The Town of Trumbull.

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____

EXHIBIT

A



Sanitary Sewer Improvements

GENERAL SPECIFICATIONS/SCOPE OF WORK

TOWN OF TRUMBULL, CONNECTICUT

TOWN OF TRUMBULL, CONNECTICUT

GENERAL SPECIFICATIONS

I. OBLIGATION OF CONTRACTOR:

Contractor shall be presumed to have inspected the sites, and to have read and made itself thoroughly familiar with the Plans and Contract Documents including all addenda. The failure or omission of Contractor to receive or examine any form, instrument or document shall in no way relieve the Contractor from any obligation.

Contractor must fully inform itself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the Contractor of its obligation to furnish all labor and materials necessary to carry out the provisions of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out its work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

Contractor must furnish a field and office organization chart and equipment list to be used on the job to demonstrate that it has the capability to perform the work prescribed for this project and shall furnish the Town all other information and data requested on the form provided for this purpose; such submission to be made prior to construction startup.

The Contractor shall supply a foreman full time on the job. Such foreman must be satisfactory to the Town of Trumbull.

The Contractor's normal sequence of operation in performing the work under the terms of this contract shall be varied at the direction of the Town of Trumbull, so that priorities can be given in critical areas such as schedule, right-of-way, clearance and other Town commitments, either present or future.

The Contractor shall have no claim against the Town for damages or extra compensation on account of delays in execution of the work or delays in making the construction site available to the Contractor.

2. CONTRACT DOCUMENTS:

Whenever the term "Contract Documents" is used herein, it shall include the Settlement Agreement, General Specifications, Technical Specifications, Special Notes, Addenda, and Project Plans, including all modifications thereof incorporated in the documents before their execution.

3. DIRECTOR OF PUBLIC WORKS:

The Director Public Works, of the Town of Trumbull, Connecticut, is under whose authority all public works are performed. Hereinafter when the word "Engineer" is used, it is hereby interpreted to include the authority of the Director of Public Works, as well as the Town Engineer.

4. TOWN ENGINEER:

The Town Engineer will represent the Town of Trumbull, Connecticut, and shall have complete charge of all work involved. Hereinafter where the word "Engineer" appears it shall mean the Town Engineer or his duly authorized representatives performing their usual duties, i.e. clerk of the works, etc.

5. CONTRACTOR:

Whenever the term "Contractor" is issued herein it shall include Mark IV Construction Company, Inc., who is the party of the second part to the contract, acting directly or through his agent or employees.

6. SUB-CONTRACTOR:

Any individual, firm, partnership or corporation to whom the Contractor sub-lets or assigns any part or parts of this project covered by this contract.

7. NOTICE:

The term "notice" as used herein shall mean and include written notices.

Written notice shall be deemed to have been served, when deposited in a United States Mail Box to or at last known business address of the person, firm or corporation for whom intended, or to his or their or its duly authorized agent, representative or office, or enclosed in a postage prepaid wrapper or envelope addressed to such person or firm or corporation at his or their or its last known business address.

8. TIME IS OF THE ESSENCE:

Time is of the essence for this contract and as execution of the work may inconvenience property owners, vehicular traffic, pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also the cost of Town administration and supervision of construction, will be increased as the time occupied in the work is lengthened, and the deprivation to the residents of the Town of the needed improvement on herein contract may cause damages to the Town.

In the event the Contractor fails to perform the work in a timely manner due to the Contractor's inadequate planning, financial status, errors in construction or any other reason directly attributed to the Contractor's circumstances, the Town may institute default proceedings against the Contractor to recover damages and losses. In the event of default, any payments due the Contractor may be withheld pending final determinations.

If any delay is imposed on the Contractor by specific orders of the Engineer, ie; to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the Contract Documents), material or labor strikes, acts of God, etc., such delay will entitle the Contractor to an equivalent extension of time.

9. COMMENCEMENT OF WORK

The Contractor shall commence work on the day specified in the order by the Engineer, as the date of such commencement; and shall fully complete the work within the number of consecutive calendar days from said date as hereinafter specified as the period for completion of his contract, unless such period shall be extended as hereinafter provided by the Town.

10. SUBSURFACE CONDITIONS

Contractor understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and Contractor agrees that it shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid

information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in the contract sum.

11. WORKING HOURS AND HOLIDAYS:

The Contractor shall perform no work during the Town of Trumbull's employees' holidays nor before or after the Town's normal working hours, without specific approval of the Director.

The normal working hours of the Town are Monday through Friday, 7:00 a.m. to 4:00 p.m.

THE OFFICIAL TOWN OF TRUMBULL HOLIDAYS ARE:

New Year's Day
Martin Luther King Day Presidents' Day
Good Friday Memorial Day Independence Day Labor Day Columbus Day
Veteran's Day Thanksgiving Day
Day Following Thanksgiving Day Christmas Day
Day After Christmas Day (2014 Floating Holiday)

12. PERFORMANCE & GUARANTEE MAINTENANCE BOND:

Intentionally Deleted.

13. ADDITIONAL OR SUBSTITUTE BOND:

Intentionally Deleted.

14. POWER OF ATTORNEY:

Intentionally Deleted

15. QUALIFICATIONS FOR EMPLOYMENT:

No person under the age of sixteen (16) years and no person currently serving sentences in a penal or Correctional institution shall be employed to perform any work on the project under this contract.

No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract.

Provided that this sentence shall not operate against the employment of

physically handicapped persons otherwise employed where such persons may be safely assigned to work, which they can ably perform.

There shall be no discrimination because of race, creed, color or political affiliation in employment of persons for work on the project under this contract.

16. PAYMENT OF EMPLOYEES:

The Contractor and each of his subcontractors shall pay each of his employees engaged in the work on the project under this contract in full (less deductions made mandatory by law) in a timely and routine manner.

17. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of all persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed.

Reference is hereby made to Occupational Safety and Health Administration standards as described in OSHA 2206 , 1983 or latest edition or revision thereof

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of "Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

18. INSPECTION:

The Engineer or his authorized representative shall be permitted to inspect the work, materials, payrolls, and records of personnel, invoices of material and other relevant data and records of this contract.

19. PAYMENTS

Payments shall be made to the Contract in accordance with Exhibit A-1 attached hereto.

20. GENERAL SPECIFICATIONS (OR EQUAL CLASSES):

Whenever in the Contract Documents a particular brand or make of material, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard unless otherwise specified.

If three or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the others.

When in the opinion of the Engineer, or his authorized agent, any other brand, make of material, device or equipment is recognized as equal to that specified, considering quality, workmanship and economy of operation, and suitable for the purpose intended, it will be accepted.

In the opinion of the Engineer and the Town's duly authorized agents, all material and workmanship shall in every respect be in accordance with what is in conformity with approved modern practice.

Whenever there is doubt and/or question as to the plans, drawings, specifications, other contract documents, or the quality as to what is permissible, the interpretation will be made by the Engineer, as to which is in accordance with approved modern practice, in order to meet the particular requirements of the contract.

In all cases, new material shall be used unless this provision is waived with a special written notice by the Engineer.

21. INSPECTION AND TESTS

All material and workmanship (if not otherwise designated) shall be subject to inspection, examination and tests, by the Engineer, or his duly authorized representatives, at any and at all times during the manufacture and/or construction, and at any and all places where such manufacture or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and material necessary to make tests so required, safe and convenient.

Special full size and performance tests shall be conducted as described in the specifications.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable any examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials.

If such work is found to be defective in any material respect, due to material or faulty construction by the Contractor, or any subcontractor, or if any work shall be covered over without approval of the engineer (whether or not the same shall be defective) the Contractor shall be liable for the expense of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and if such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the extent of such examination and reconstruction in the manner herein provided for the payment of the cost of "EXTRA WORK."

22. COSTS AND TESTS:

The selection of Bureau Laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the direction of the Engineer.

If inspection, tests, analysis of the materials or equipment, should disclose that said material or equipment requires rejection, then the cost of said inspection, test analysis shall be borne by the Contractor and said cost shall be deducted from the Contractor's current estimate by the Engineer. If supplies, material or equipment shall be found acceptable, the cost of said inspection, tests or analysis shall be borne by the Town.

23. PROTECTION OF WORK AND PROPERTY:

The Contractor shall at all times safely guard the Town's property from injury or loss, in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace and make good any such damage, loss or injury. All passageways, guard fences, lights and other facilities required for protection by local conditions must be provided and maintained.

24. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY:

In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act without previous instructions from the Engineer, as he sees fit. He shall notify the Engineer immediately thereafter of any compensation claimed by the Contractor due to such extra work, and shall submit same to the Engineer for approval. When the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work, or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer to prevent such threatened injury or damage.

25. CERTIFICATE OF COMPLETION

Upon completion of all work whatsoever required, the Engineer shall file a written certificate with the Director of Finance and the Contractor, for the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof

26. SUB-SURFACE STRUCTURES

All sub-surface structures and public utility lines have been located as far as possible, as indicated on the plans and information obtained from the respective utilities. The Town does not assume the responsibility for the accuracy of this information.

27. SUB-SURFACE CONDITIONS

Contractor is hereby notified that it is obligatory for it to obtain all the information they require as to the existing physical conditions relative to the work and in particular to sub-surface conditions--NOR SHALL THE TOWN BE HELD LIABLE FOR ANY ADDITIONAL COST TO THE CONSTRUCTION WHICH MAY RESULT DUE TO THESE CONDITIONS, and Contractor must rely exclusively upon its own investigation and that Contractor enters into this Agreement with the full knowledge of the kind, quality and quantity of work required.

Contractor understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by its own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in the contract sum.

28. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or sub-contractor, subject to any chattel mortgage or under any conditional sale or other agreement for which interest is retained by the seller.

29. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall employ a project Super-intendant who shall be present full time at the site of the work and who shall have full authority to act for the Contractor. The Contractor shall employ a project foreman who shall be in attendance at the work site during working hours.

It is understood that such representative shall be acceptable to the Town and shall be one whose experience and length of service in this particular kind of work warrants his ability to perform the duties entailed to the satisfaction of the Engineer, and who can continue in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

The Engineer reserves the right of investigation to satisfy the Town that the appointed superintendent is properly qualified to carry out the obligations entailed to perform the work herein contemplated in the plans and specifications and directions.

30. REPRESENTATIONS OF CONTRACTORS:

The Contractor represents and warrants:

- That it is financially solvent and that he is experienced in and competent to perform the type of work, or to furnish plant and equipment materials and supplies.
- That it is familiar with all Federal, State and Municipal laws, ordinances and regulations, which in any way may affect the work of those employed therein.
- That it has carefully examined the plans and specifications and the site of the work, and that from his own investigation he has satisfied himself about the nature and location of the work, character, quality and quantity of the surface and sub-surface materials likely to be encountered, as well as the character of equipment and other facilities needed for the performance of the work, the general local conditions and all other conditions which may in any way affect the work.
- That it shall perform all Work set forth in the Contract Documents for the not to exceed price as set forth in Exhibit A-1 hereto.
- That it shall not request, demand and or seek additional payment for any work associated with the Contract Documents and shall not present any change orders to the Town. Should the Town direct deviation from the Work specifically identified in the Contract Documents, Contractor shall be entitled to a change order.

31. PATENT RIGHT

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties required in respect to the work or any part thereof, and will fully indemnify the Town for any loss on account of infringement of any patent rights.

32. PERMITS AND REGULATIONS:

The Contractor shall procure and pay for all permits and licenses necessary for the execution of his work. Town permit fees will be waived.

The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work.

33. CORRECTION OF WORK

All work, all material, whether incorporated in the work or not, all processes of manufacture and all methods of construction, shall be at all time and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purpose for which they are used.

Should they fail to meet the approval of the Engineer they shall be forthwith reconstructed, made good, replaced and corrected, as the case may be, by the Contractor, at his own expense.

Rejected material shall immediately be removed from the site.

Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged material, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract, the compensation to be paid to the Contractor hereunder, shall be reduced by such amount which the Engineer deems equitable.

The Contractor expressly warrants that his work shall be free from any defects in material or workmanship, and agrees to correct any such defects which may appear within the maintenance period, following final completion of work.

Neither acceptance of the completed work, nor payment thereof, shall operate to release the Contractor from any obligation under or upon this contract..

34. STATEMENT SHOWING AMOUNT DUE FOR WAGES, MATERIAL AND SUPPLIES :

With each application for payment under this contract, the Contractor and every subcontractor shall deliver to the Town a written verified statement in a form satisfactory to the Town, showing in detail the amounts then due and unpaid by such Contractor or subcontractor, to all laborers for daily or weekly wages, men employed by him under the contract for performance of work at the site thereof, or to other persons for material and equipment delivered at the site of the work.

The term "laborers" as used herein, shall include workmen and mechanics.

35. TOWN RIGHT TO WITHHOLD PAYMENTS:

The Town may withhold from the Contractor as much of any approved payment due him, as the Town deems necessary.

1ST To assure the payment of just claims due and unpaid of any person supplying labor or materials for the work.

2nd. To protect the Town from loss due to defective work not remedied. OR

3rd. To protect the Town from loss due to injury to persons or damage to work or property of other Contractors, subcontractors , or others caused by the act or neglect of the Contractor or any of his subcontractors .

The Town shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Town may deem proper, to satisfy such claims or to secure such protection.

Distribution of such money shall be considered as payments for the amount of the Contractor.

36. TOWN RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Contractor shall be adjudged bankrupt, an assignment shall be made for the benefit of creditors. A receiver or liquidator shall be appointed for the Contractor and for any of his property. The Contractor shall be dismissed within twenty (20) days after such appointment. The proceedings in connection therewith

shall not be stayed within the said twenty (20) days. If the Contractor shall refuse or fail after notice or warning from t h e

Engineer, to supply enough properly skilled workmen or proper materials, or if the Contractor shall fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or duly authorized extension thereof) or shall fail to complete the work within said period, or if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or if the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of this contract, then in any such event, the Town without prejudice to any other right or remedy, may give seven (7) days notice to the Contractor, to terminate the employment of the Contractor. The Contractor shall lose the right to proceed either for the entire work or (at the option of the Town) for any portion thereof on which delays shall have occurred. The Town may as it deems expedient take possession of the work and complete it by contract or otherwise.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder, shall exceed the expense of so completing the work (including compensation for additional managerial administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess.

If the right of the Contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work, and necessary therefor.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months, without act or fault of the Contractor or any of his agents, servants, employees, or subcontractors, the Contractor may upon ten (10) days' notice to the Town of Trumbull, discontinue his performance of the work and/or terminate the contract.

37. TERMINATION:

A. TERMINATION FOR CAUSE, if through any case, the Contractor shall fail to fulfill in a timely manner, its obligations

under this Agreement, or if the contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following;

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the Town's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the Town reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of the Agreement by the Contractor, and the Town may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town from the Contractor is determined.

38. USES OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor undertakes at his own expense:

- a). To take every precaution against injuries to persons or damage to property. b). To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work.
- c). To place upon the work area or any part thereof, only such loads as are

consistent with the safety of that portion of the work .

d). To frequently clean up all refuse, rubbish, scrap material and debris caused by his operations; so that the site of the work shall at all times present a neat, orderly and workmanlike appearance. Failure to comply with this article within 24 hours of notification may result in the Owner having the work performed by outside sources at the Contractor's expense. These expenses will be deducted from the regular monthly periodic estimate.

e). To remove before final payment all surplus materials, false work , temporary structures , (including foundations thereof), plant of any description and debris of every nature resulting from his operation, and to put the site in a neat and orderly condition.

f). To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications, and with the consent of the Engineer, to cut or otherwise alter the work of any other Contractor.

39. ALL WORK SUBJECT TO CONTROL OF THE ENGINEER:

In the performance of the work , the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all duties to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as the Engineer may require.

The Engineer shall determine the amount, quantity, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract and any extra work orders, and shall decide all other questions in connection with the work.

The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects, and shall remove no plant materials, equipment or other facilities from the site of the work , without the Engineer's permission. Upon request, the Engineer shall confirm in writing any oral order, direction requirement or determination.

40. TOWN ENGINEER. CONTROL NOT LIMITED:

The enumeration herein or elsewhere in the contract of particular instances in which the opinion, judgment, discretion or determination of the Engineer, shall control or in which work shall be performed to his or their satisfaction as subject to his or their approval or inspection, shall not imply that only matters similar to those enumerated shall be governed and performed, but without exception all the work shall be governed and so performed.

41. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract, shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

42. SUBLETTING, SUCCESSOR AND ASSIGNS:

The Contractor shall not sublet any part of the work under this contract, nor assign any moneys due him hereunder without first obtaining the written consent of the Town.

43. DEFINITIONS:

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications, or on the drawings the words "As Directed", "As Ordered", "As Requested", "As Required", "As Permitted", or words of like import are used, it shall be understood that the Direction, Order, Request, Requirement, or Permission of the Engineer is intended. Similarly, the words "Approved", "Accepted", "Satisfactory", and words of like import shall mean Approved by, Acceptable to, or Satisfactory to the Engineer.

ELEVATION

The figures given on the drawings or in the other contract documents after the word "Elevation" or abbreviation of it shall mean the Distance in Feet above the Datum Adopted by the Engineer.

NOTE: Unless otherwise stated elsewhere in the contract documents and/or on the contract drawings, vertical elevation datum for this project is based upon NEW City Datum, NGVD (ele. 0.00 = mean water).

The word "Rock" wherever used as the name of any excavated material or material to be excavated, shall mean only boulders or solid ledge rock which, in the opinion of the Engineer, requires, for its

removal, drilling and blasting, wedging , sledging, barring or breaking up with a power operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "Rocks".

EARTH

The word "Earth", wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

44. ABBREVIATIONS:

Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC Association	American Institute of Steel Construction American Standard
ASA	American Society of Civil Engineers
ASTMA	American Society For Testing and Materials
NEC	National Electrical Code, Latest Edition

45. HANDLING AND DISTRIBUTION:

The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and shall be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and Demurrage charges by Transportation Companies and Vendors shall be borne by the Contractor.

46. MATERIALS

Samples - Inspection - Approval, unless otherwise expressly

provided on the Drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work . All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Engineer.

As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract Requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit additional samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, placed and shipped by the approved molds for making concrete test cylinders. Except as otherwise expressly specified, with technical specifications, the Town shall make arrangements and pay for the test.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented. The name of the building or work and location for which the material intended and the name of the contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation for the work.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent test laboratories) relative to materials, equipment, performance rating and concrete data.

47. WATCHMAN:

If it becomes necessary to supply watchmen during non-regular working hours, they shall be employed until (in the opinion of the Engineer) their services are no longer required. The Contractor shall employ and pay a satisfactory, sober, able-bodied watchman who shall be in attendance upon the work at all times, (regardless of the hour) whenever work by the regular employees stops.

48. MAINTENANCE OF TRAFFIC

The Contractor shall conduct his operations in such a manner so that he does not impose unnecessary hardship upon the residents along the route of the work.

Streets may be closed to traffic only upon written order of the Traffic Engineer. Traffic shall be maintained within the project area except where it is found impracticable, or seriously interferes with the Contractor's operations. If permanent repairs are not completed immediately, the pavement surface along the line of work shall be maintained in a condition comparable to the adjacent road surface.

People living or having business within the barricaded zone shall be permitted to use the highway for auto traffic if possible.

The Contractor shall protect all phases of the work from damage due to traffic, etc., and provide necessary watchmen, signalmen and (if so ordered by the Engineer) police officers.

Payment shall be made by the Town for watchman, flagman, signalman or any other maintenance of traffic including police.

49. DRIVEWAYS AND PROPERTY ENTRANCES:

Excavated materials and equipment shall be placed in such position as not to unnecessarily impede travel on the streets, or access to driveways. A sufficiently clear space for pedestrian travel shall be maintained on the sidewalks, and all property entrances and driveways shall be kept clear,

where possible.

Where necessary, bridges shall be constructed and maintained for residents. Before closing any driveway or entrance, the Contractor shall *give* the owner or resident of the property involved, due notice of such temporary closing. When this is not practicable and an emergency arises, the Contractor shall, on the order of the Engineer, provide a satisfactory place to house temporarily, any motor vehicle, which may be prevented from being housed at night.

No direct payment will be allowed for this work or condition. but shall be considered as included in the contract sum as set forth in Exhibit A-1.

50. DUST:

The Contractor shall at all times during the execution of this contract, control the nuisance of flying dust, by water sprinkling or by application of oil, or a method satisfactory to the Engineer.

51. PRESERVATION OF TREES

Trees and shrubs on the site of the work shall be protected during the entire period of the contract, and if injured by the Contractor or his employees, shall be replaced at his expense before the completion of the contract.

52. INSPECTION OF WORK AWAY FROM THE SITE

If work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

53. CONTRACTOR'S SHOP AND WORKING DRAWINGS:

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated for the contract and materials and equipment for which such drawings are specifically requested.

Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish

or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such a case, requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

No material or equipment shall be purchased or fabricated for the contract until the required shop and working drawings have been submitted as herein above provided and approved as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.

Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work such as the construction of foundations, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Town, Contractor, and building, equipment or structure to which the drawing applies, and shall be accompanied by a letter of transmittal giving a list of the drawing number and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Engineer.

Other drawings shall be returned for correction.

The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required in the contract and for achieving the result and performance specified hereunder.

Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., detailed on the drawings, he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one mark-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

54. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the Town. A copy of the written consent shall be given to the Engineer.

55. INTERFERENCE WITH AND PROTECTION OF STREETS:

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities.

Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

56. STORAGE OF MATERIALS AND EQUIPMENT:

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all Public Utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

57. INSUFFICIENCY OF SAFETY PRECAUTIONS:

If at any time, in the sole judgment of the Engineer, the work is not properly lighted, barricaded, or in any other respect safe in regard to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Town in so doing. Such action of the Engineer, or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this article or for failure to comply with the provisions of any State or Federal Occupational Safety and Health Laws, Rules or Regulations

58. SANITARY REGULATIONS:

When deemed necessary by the Engineer, the suitable Contractor shall provide sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall

rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property.

The Town and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

59. DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

60. WORK TO CONFORM:

During its progress, and on its completion, the work shall conform truly to the lines, levels and grades indicated on the drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications and other contract documents and the directions given from time to time by the Engineer.

61. COMPUTATION OF QUANTITIES:

For estimating quantities in which the computation of areas by Geometric methods would be comparatively laborious, it is agreed that the Planimeter shall be considered an instrument adapted to the measurement of such areas. It is further agreed that the computation of the Volume Prismoids shall be by the method of average end areas..

62. PLANNING AND PROGRESS SCHEDULES:

Before starting the work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the work and the various steps he intends to take.

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Engineer a written schedule fixing the respective dates for the start and completion of various parts of the work. The Contractor shall update the schedule on a monthly basis and submit each schedule to the Engineer for review, approval and change where necessary during the progress of the work.

63. PRECAUTIONS DURING ADVERSE WEATHER:

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by the use of plastic sheets, tarpaulins, wood and building-paper shelters or other approved means.

The Engineer may suspend construction operations at any time when, in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be.

64. AS-BUILT DRAWINGS:

The Contractor shall be responsible for maintaining a set of as-built drawings during the course of the work for examination by the Engineer.

65. COORDINATION OF PLANS/SPECIFICATIONS

Any requirement on the plans or in these Specifications, Special Notes/Provisions shall be equally binding on the Contractor.

In case of conflict, the plans shall take precedence over the Specifications. Special Notes/Provisions shall take precedence over plans and Specifications.

66. NO PAYMENT

Unless otherwise provided for by a specific Contract Item, no separate payment shall be made for any of the requirements as described in the above General Specifications, but shall be deemed included in the contract sum as set forth in Exhibit A-1 attached hereto.

67. NOISE

The Contractor will be required to limit noise operations pursuant to Town of Trumbull Charter Chapter 164-1 to and including Chapter 164 -13

68. INSURANCE/HOLD HARMLESS

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expenses which the Town may suffer or for which the Town may be liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this agreement, whether or not due in whole or in part of any act, omission or negligence of the Town or any of his representatives or employees.

The Contractor shall provide the Town with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury	\$2,000,000	\$5,000,000
Property Damage	\$1,000,000	\$5,000,000
Personal Injury	\$1,000,000	\$5,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including Coverage of owned & Rented vehicles	\$2,000,000	\$5,000,000

The insurance policy must contain the additional provision wherein the company agrees, that Thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Town of Trumbull Purchasing Agent. Additionally, the Contractor shall provide adequate statutory Workman's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B").

, Witness

MARK IV CONSTRUCTION, INC.

BY
Its Authorized Agent

, Witness

EXHIBIT A-1

CONTRACT SUM – Not to Exceed Price One Million Seventy Eight Thousand Five Hundred DOLLARS 00/100 CENTS (\$1,078,500.00) Payable as follows:

1. A lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that twenty-five percent (25%) of the Work has been completed and approval of invoice by Trumbull;
2. A Second lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that fifty percent (50%) of the Work has been completed and approval of invoice by Trumbull;
3. A third lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that seventy-five percent (75%) of the Work has been completed and approval of invoice by Trumbull;
4. A final lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that one hundred percent (100%) of the Work has been completed and approval of invoice by Trumbull.



Sanitary Sewer Improvements

SPECIAL NOTES

Scope of Work

The contractor shall provide all labor, material and equipment required to perform work of Replacing Chimneys and Sanitary Sewer Repairs at the location described in the bid documents, plans and specifications and as directed by the Town Engineer or his designee.

This work is further described as follows:

Cut Bituminous Concrete Pavement:

The contractor shall saw cut the bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative.

This work will not be measured for payment and will be included in the cost of "Chimney Replacements" or Sanitary Sewer Point Repair

Excavation for Chimney Replacements and Sanitary Sewer Point Repairs:

All trench excavated material including but not limited to soil, asphalt, pipe, and existing chimneys shall be removed from the trench, loaded into trucks and transported to Indian Ledge Park and deposited at the location designated by the Trumbull DPW. The contractor will provide trucks to haul the material from the project site to Indian Ledge Park. All pipe, asphalt and existing chimney shall be separated prior to loading trucks for disposal at Indian Ledge.

Bedding material shall be provided by the contractor and will be included in the price for chimneys and pipe.

Granular trench backfill material will be provided by the Town of Trumbull and will be loaded into the Contractor's trucks by the Contractor at Indian Ledge Park. The contractor will provide equipment to load trucks and trucks to haul the material to the project site.

Processed aggregate base material will be provided by the Town of Trumbull and will be loaded by Contractor at Indian Ledge Park. The contractor will provide trucks to haul the material to the project site.

The gates to Indian Ledge Park are open from 7:30 AM to 3:00 PM during normal Town business days. The contractor will need to make arrangements with Trumbull DPW for access to Indian Ledge Park outside of these normal hours.

Chimney Replacement Items (Items 300, 310, 320, 330, 340):

The Contractor will remove and replace chimneys at the locations as shown on the plans or as directed by the Town Engineer or assigned representative.

The Contractor will remove and replace the existing chimney sections and reconnect main-line and lateral pipes with approved repair collars and fittings.

Sanitary Sewer Point Repair Items (Items, 400, 410, 420, 430, 440):

The Contractor will remove and replace damaged sanitary sewer pipe at the locations as shown on the plans or as directed by the Town Engineer or assigned representative.

Dust Control:

The Contractor is responsible for dust control which may require sweeping and/or the application of calcium chloride. There will be no separate payment for dust control.

Temporary Pavement Repair:

The Contractor shall place temporary bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative.

SPECIAL CONDITIONS

TIME FOR COMPLETION, CONTRACT TIME AND LIQUIDATED DAMAGES

1. The work under this Contract shall commence within twenty-one (21) calendar days of the Notice to Proceed / Purchase Order. After the work has begun, it shall continue in an orderly fashion such that all contract work is completed within two-hundred and ten (210) calendar days from the date of commencement.
2. Two-hundred and ten (210) calendar days will be allowed for completion of the work on this project and the liquidated damages charge to apply will be Nine Hundred Dollars (\$900.00) per calendar day.

CONSTRUCTION LAYOUT

1. All proposed improvement locations will be marked in the field by the Town of Trumbull or its designated construction observer prior to construction.
2. The Contractor is responsible for notifying " Call Before You Dig" (811 or 1- 800-922-4455) at least two full working days in advance of the excavation work to locate buried utility pipes and cables.
3. The Contractor is responsible for layout of all of the proposed work. No additional payment will be made for layout.

COMMUNICATION

1. All communications, written and via telecommunications shall be made to:

Frank Smeriglio
Trumbull Town Engineer Trumbull Town Hall
5866 Main St.
Trumbull, CT 06611
Tel. : 203-452-5050
Email: fsmeriglio@trumbull-ct.gov

or to the assigned field representative.

TIME RESTRICTIONS

1. In Order to provide for traffic operations as outlined in the

Special Provision "Maintenance and Protection of Traffic," the Contractor will not be allowed to perform any work that will interfere with at least one lane of alternating traffic lanes on:

Monday through Friday between 6:00 AM and 9:00 AM
Monday through Friday between 3 :00 PM and 7 :00 PM

OTHER LIMITATIONS

1. Work on Daniels Farm Road, McGuire Road, Hurd Road and Booth Hill Road will occur over the summer Months when the schools are out of session.
2. The Contractor is notified that the intent of this Contract is to provide sanitary sewer repairs throughout the Town of Trumbull at locations to be determined by the Town. All costs shall be applicable at locations throughout the Town of Trumbull and shall not be based on work at any specific location.
3. Excavation shall be accomplished in such a manner that underground utilities or structures are not damaged. The Contractor shall properly support and protect all existing utilities to prevent damage. There will be no separate measurement or payment for support of and protection of existing utilities and such costs are to be included in the contract sum as set forth in Exhibit A-1. Any damage uncured to utilities during excavation operations shall be the contractor's sole responsibility. All excavation shall be in conformance with the latest OSHA requirements.
4. Areas outside the project limit line disturbed by construction shall be returned to their original condition or better. The cost for this work shall be borne by the contractor at no additional cost to the Town.
5. All removal of excess material encountered during construction shall be included in the contract sum as set forth in Exhibit A-1.
6. The Contractor shall obtain a street opening permit from the Town of Trumbull for all repairs. Permit fees for the street opening permit will be waived. During emergency situations, the Contractor shall obtain a street opening permit within five working days of the start of work.
7. The Contractor must ensure that school bus traffic is unimpeded during the prosecution of this work. The Contractor shall include all measures required to allow access and safe passage for school buses in the contract item for "Maintenance and Protection of Traffic." The Contractor shall coordinate construction activities to permit safe school bus drop-off and pickup around construction

TECHNICAL SPECIFICATIONS

Standard CT DOT Form 816 Items

Cut Bituminous Concrete Pavement:

The contractor shall saw cut the bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative .

All work shall be in accordance with Article 4.06 of CT DOT FORM 816, dated July 2015 with the exception of Articles 4.06.04 and 4.06 .05 which are amended and modified as follows:

Delete Article 4.06.04 Method of Measurement
Delete Article 4.06.05 Basis of Payment

This work will not be measured for payment and will be included in the cost of "Chimney Replacements" or Sanitary Sewer Point Repair

Temporary Pavement Repair:

The Contractor shall place bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative.

All work shall be in accordance with Article 4.06 of CT DOT FORM 816, dated July 2015 with the exception of Articles 4.06.04 and 4.06.05 which are amended and modified as follows:

Delete Article 4.06.04 Method of Measurement
Delete Article 4.06.05 Basis of Payment

Contractor shall provide all materials, equipment, tools, labor, transportation, operations and all work incidental to the Temporary Pavement Repair in accordance with the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications. Upon verification by Contract to Town of the costs of asphalt material, the Town shall reimburse Contractor for only the costs of the asphalt material in excess of three inches.

Item No. 200 Pavement Repair (less than 200 square yards)
Item No. 2010 Pavement Repair (more than 200 square yards)
Item No.200 Pavement repair for Hurd Road

The Contractor shall place bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative.

All work shall be in accordance with Article 4.06 of CT DOT FORM 816, dated July 2015 with the exception of Articles 4.06.04 and 4.06.05 which are amended and modified as follows:

Delete Article 4.06.04 Method of Measurement and Replace with the following:

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Payment for this Work shall be in accordance with the Not to Exceed Contract Sum as set forth in Exhibit A-1 of the General Specification. There will be no separate measurement of area for 2" milling, tack coat, and saw cutting.

Delete Article 4.06.05 Basis of Payment

Payment for this Work shall be in accordance with the Not to Exceed Contract Sum as set forth in Exhibit A-1 of the General Specification which price shall include materials, equipment, tools, labor, transportation, operations and all work incidental thereto.

Base Bid Pay Items

- Item No. 300 – SANITARY CHIMNEY REPLACEMENT (0' – 9.9'
Deep)
Item No. 310 – SANITARY CHIMNEY REPLACEMENT (10' – 14.9'
Deep)
Item No. 320 – SANITARY CHIMNEY REPLACEMENT (15' – 19.9'
Deep)
Item No. 330 – SANITARY CHIMNEY REPLACEMENT (20' – 24.9'
Deep)
Item No. 340 – SANITARY CHIMNEY REPLACEMENT (25' – 30'
Deep)

ALTERNATE Bid Pay Items

- Item No. 400 – SANITARY SEWER POINT REPAIR (0' – 9.9' Deep)
Item No. 410 – SANITARY SEWER POINT REPAIR (10' – 14.9'
Deep)
Item No. 420 – SANITARY SEWER POINT REPAIR (15' – 19.9'
Deep)
Item No. 430 – SANITARY SEWER POINT REPAIR (20' – 24.9'
Deep)
Item No. 440 – SANITARY SEWER POINT REPAIR (25' – 30' Deep)

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes
1. PVC Gravity
Pipe and Fittings
 2. Precast Concrete
Chimneys

1.2 REFERENCES

- A. ASTM D2412 - Standard Test Method for External Loading Properties of Plastic Pipe by Parallel-Plate Loading.
- B. ASTM D2444 - Standard Test Method for Impact Resistance of Thermo-plastic Pipe and Fittings by Means of a Tup (Falling Weight).
- C. ASTM D3034 - Specification for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.
- D. ASTM D3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

- E. ASTM F477 - Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- F. ASTM F679 - Specification for Polyvinyl Chloride (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.

1.3 SUBMITTALS

- A. Submit specifications and shop drawings for materials and equipment furnished under this Section.
- B. Prior to first shipment of pipe, submit certified test reports that the pipe for this Contract was manufactured and tested in accordance with the ASTM Standards specified herein.

1.4 QUALITY ASSURANCE

- A. Each type of PVC pipe and fittings shall be from a single manufacturer.

- B. Inspection of the pipe will also be made by the Owner after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements. Pipe rejected after delivery shall be marked for identification and shall immediately be removed from the job site.

PART 2 PRODUCTS

2.1 MATERIALS

A. Gravity Pipe

1. Polyvinyl chloride (PVC) pipe shall be of the size indicated on the Drawings or as specified and shall conform to the latest revision of ASTM D3034, Type SOR 35 for diameters less than or equal to 15 inch diameter and ASTM F679 for pipe greater than 15 inch diameter. Standard laying lengths shall not exceed 14.0 feet.
2. Joints shall be elastomeric gasket joints and shall provide a watertight seal. Assembly of joints shall be in accordance with ASTM D3212.
3. The minimum "pipe stiffness" (load divided by change in inside diameter in direction of load application) at 5% deflection shall be at least 46 psi for pipe tested in accordance with ASTM D2412.
4. No shattering or splitting shall be evident when 150 ft.-lbs. and 210 ft.-lbs. is impacted on 4 inch and 6 inch diameter pipe, respectively, in accordance with ASTM Method of Test D2444.
5. Pipe lengths and fittings to be used on the project shall be clearly marked on the outside in bold type with the name of the manufacturer, pipe size, pipe material, pipe class, and ASTM designation.
6. Lateral Service Chimneys
 - a. Pipe and fittings shall be 6 inch diameter and be of the same material as the main line PVC pipe.
 - b. Construct service chimneys with precast concrete sections. Cast-in-place chimneys will not be acceptable.

PART 3 EXECUTION

3.1 HANDLING PIPE AND FITTINGS

- A. Take care in loading, transporting, and unloading to prevent injury to the pipe. Do not drop pipe or fittings. Examine pipe and fittings before installing, and no piece shall be installed that is found to be defective.
- B. If any defective pipe is discovered after it has been installed, remove and replace it with a sound pipe in a satisfactory manner. Thoroughly clean pipe and fittings before installing, keep clean until they are used in the work, and conform to the lines, grades and dimensions required when installed.
- C. Pipe ends requiring cutting shall be cut square without damage to the remaining pipe. Bevel cut pipe ends 1/8 inch at approximately 30 degrees

to provide proper assembly of the joint. Beveling can be done with a coarse file or portable grinder.

- D. Support stored pipe from below at not more than 3 foot intervals to prevent deformation . Do not stack pipe higher than 6 feet . Store pipe and fittings in a manner which will keep them at ambient outdoor temperatures . Provide temporary shading as required to meet this requirement. Simply covering of the pipe and fittings which allows temperature buildup when exposed to direct sunlight will not be permitted.

3.2 Installation

- A. No single piece of pipe shall be laid unless it is generally straight. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16 inch per foot of length. If a piece of pipe fails to meet this required check for straightness, it shall be rejected and removed from the site. Laying instructions of the manufacturer shall be explicitly followed.
- B. Install piping and fitting true to alignment and grade. If necessary, each length of pipe shall be cleaned out before installation.
- C. All PVC gravity pipe shall be installed on a bed of 3/4-inch crushed stone borrow and have a minimum depth of 6 inches. The 3/4-inch crushed stone borrow shall also completely encase the pipe and cover the pipe to a grade 6 inches over the top of the pipe for the entire width of the trench. Bellholes shall be made in the 3/4-inch crushed stone borrow bedding such that the pipe shall be uniformly supported throughout the entire length of the barrel section.
- D. Deflections in Pipe Alignment
 1. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long-radius curves are permitted, the amount of deflection allowed shall not exceed that required for satisfactory making of the joint, and shall be approved by the Engineer.
 2. Prior to deflecting the pipeline, the spigot of the pipeline should be marked flush with the bell end to assure that the spigot is not withdrawn excessively as the result of the deflection. After the pipe is deflected, an adequate depth of jointing material must remain on the side where the spigot is away from home and an adequate width of caulking space must remain on the opposite side of the pipe at the face of the bell.
 3. The maximum deflection recommended by the manufacturer when using any pipe system must be observed when deflecting a pipeline.
 4. In general all radius curves called for on the Drawings or permitted at the time of construction are to be made using full lengths of pipe. The use of short lengths of pipe and extra joints in order to make a smaller radius turn will not be allowed without the written approval of Engineer.
- E. Unsuitable Laying Conditions
 1. No pipe shall be laid in water, in an unsuitable trench or during unsuitable weather conditions.

F. Chimney Construction Methods

- I. The Contractor shall carefully place the pipe, fittings and precast concrete sections forming the house service chimney in accordance with the standard detail for "Precast Concrete Chimney." The pipe fittings shall be braced and supported as necessary to ensure they stay in the proper position while the precast concrete sections are placed. Chimneys shall be constructed in such a manner that loads are not transferred to the mainline pipe or tee.

PART 4 METHOD OF MEASUREMENT

Sanitary chimney replacements will be measured as units. The depth category for the item "Sanitary Chimney Replacement" will be determined by measuring from the existing ground surface elevation down to the invert of the existing sanitary sewer main at the chimney location. There will be no separate measurement for removal of existing chimneys. There will be no separate measurement for excavation, backfill, temporary pavement, pipe stubs (including repair collars) required to reconnect to existing sanitary main, or bypass pumping. All such costs are to be included in the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications. Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

Sanitary point repairs will be measured as units. The depth category for the item "Sanitary Point Repair" will be determined by measuring from the existing ground surface elevation down to the invert of the existing sanitary sewer main at the point repair location. There will be no separate measurement for removal of existing pipe at repair locations. There will be no separate measurement for excavation, backfill, temporary pavement, pipe stubs (including repair collars) required to reconnect to existing sanitary main or bypass pumping. All such costs are to be included in the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications. Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

PART 5 BASIS OF PAYMENT

Sanitary sewer chimney replacements will be paid for at the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications Each for "Sanitary Chimney Replacement" of the depth noted, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto. There will be no separate payment for removal of existing chimneys at replacement locations. There will be no separate payment for excavation, backfill, temporary pavement, pipe stubs (including repair collars) required to reconnect to existing sanitary main or bypass pumping. All such costs are to be included in the Not to Exceed Price as set forth herein. Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other

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"Traffic" shall be included in the Not to Exceed Price as set forth herein. Contractor is to supply crushed stone bedding; Town shall provide gravel fill and process which shall be transported by Contractor from Indian Ledge Park.

Sanitary Point Repairs will be paid for at the Contract unit price each for "Sanitary Point Repair" of the depth noted, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto. There will be no separate payment for removal of existing pipe at repair locations . There will be no separate payment for excavation, backfill, temporary pavement, pipe stubs (including repair collars) required to reconnect to existing sanitary main or bypass pumping. All such costs are to be included in the Not to Exceed Price as set forth herein. Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein. Contractor is to supply crushed stone bedding; Town shall provide gravel fill and process which shall be transported by Contractor from Indian Ledge Park.

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Base Bid Pay Items

PAY	DESCRIPTION	PAY
300	SANITARY CHIMNEY REPLACEMENT (0' - 9.9' DEEP)	Ex. A-1
=310	SANITARY CHIMNEY REPLACEMENT (10' - 14.9'	Ex. A-1
320	SANITARY CHIMNEY REPLACEMENT (15' - 19.9'	Ex. A-1
330	SANITARY CHIMNEY REPLACEMENT (20' -24.9'	Ex. A-1
340	SANITARY CHIMNEY REPLACEMENT (25' - 30' DEEP)	Ex. A-1

Alternate Bid Pay Items

PAY	DESCRIPTION	PAY
400	SANITARY SEWER POINT REPAIR (0' - 10' DEEP)	Ex. A-1
410	SANITARY SEWER POINT REPAIR (10' - 14.9' DEEP)	Ex. A-1
420	SANITARY SEWER POINT REPAIR (15' - 19.9' DEEP)	Ex. A-1
430	SANITARY SEWER POINT REPAIR (20' - 24.9' DEEP)	Ex. A-1
440	SANITARY SEWER POINT REPAIR (25' - 30' DEEP)	Ex. A-1

ITEM 0971001A MAINTENANCE AND PROTECTION OF TRAFFIC

There will be no method of measurement or basis of payment for this item. The cost of this item is to be included in the Not to Exceed Price as Set forth in Exhibit A-1 of the General Specifications. Maintenance and Protection of Traffic and all materials, equipment, tools and labor incidental thereto shall be included in the general cost of all other pay items. Notwithstanding the foregoing, the Town shall make payment for any Flagman and/or Police necessary for proper Maintenance and Protection of Traffic. . All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

Article 9.71.01 – Description is supplemented by the following:

The Contractor shall maintain and protect traffic in the project area. The Contractor shall submit a plan showing proposed Maintenance and Protection of Traffic measures for approval by the Town of Trumbull and the Engineer prior to the start of construction activities.

ALL ROADWAYS

The Contractor shall maintain and protect one lane of through traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

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

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

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

Article 9.71.03 - Construction Method is supplemented as follows:

Signing

The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary and install temporary sign supports and foundations if necessary and as directed by the Engineer. The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports and foundations, shall be paid for under the item "Maintenance and Protection of Traffic." Temporary overhead sign supports and

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foundations shall be paid for under the appropriate item(s).

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.

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.

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

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

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

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

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

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

PLACEMENT OF SIGNS: Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on

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the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs may be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

Allowable Adjustment of Signs and Devices
Shown on the Traffic Control Plans

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

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

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

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

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

TABLE I — MINIMUM LENGTHS

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

SECTION 1. WORK ZONE SAFETY MEETINGS

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the Trumbull DPW.

SECTION 2. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 2.a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- 2.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- 2.c) Stopping traffic may be allowed:
- As per the contract for such activities as blasting, steel erection, etc.
 - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
 - To move slow moving equipment across live traffic lanes into the work area
- 2.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, State Police may use traffic slowing techniques, including the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed/removed, the two TMAs and sign crew should continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.

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- 2.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.

- 2.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic . This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 2.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered .
- 2.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway . Any signs or devices on the opposite side of the roadway shall be installed and removed separately .

SECTION 3. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

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

SECTION 4. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 4.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.
- 4.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 72-hour duration.
- 4.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.
- 4.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SECTION 5. GENERAL

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

SECTION 6. WORK ZONE SAFETY MEETING AGENDA

- 1) Review Project scope of work and time.
- 2) Review requirements of the Trumbull Police Department traffic control.
- 3) Review Work Zone Safety Procedures.
- 4) Review Contractor's schedule and method of operations.
- 5) Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.

6) Open discussion of work zone questions and issues.

- 8) Discussion of review and approval process for changes in contract requirements as they relate to work zone areas.

SERIES 16 SIGNS

		W	H
16-E	80-1605	84"	60"
16-H	80-1608	60"	42"
16-M	80-1613	30"	24"

		W	H
16-S	80-1619	48"	30"

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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHEN THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS. THE "ROAD WORK AHEAD, FINES DOUBLED" REGULATORY SIGNS SHALL NOT BE INSTALLED ON TOWN ROADS.

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

31-1905 48" x 42"

"END ROAD WORK" SIGN

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

80-9612

REV'D 1-02

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

CONSTRUCTION
TRAFFIC CONTROL PLAN
REQUIRED SIGNS

APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER

NOTES FOR TRAFFIC CONTROL PLANS

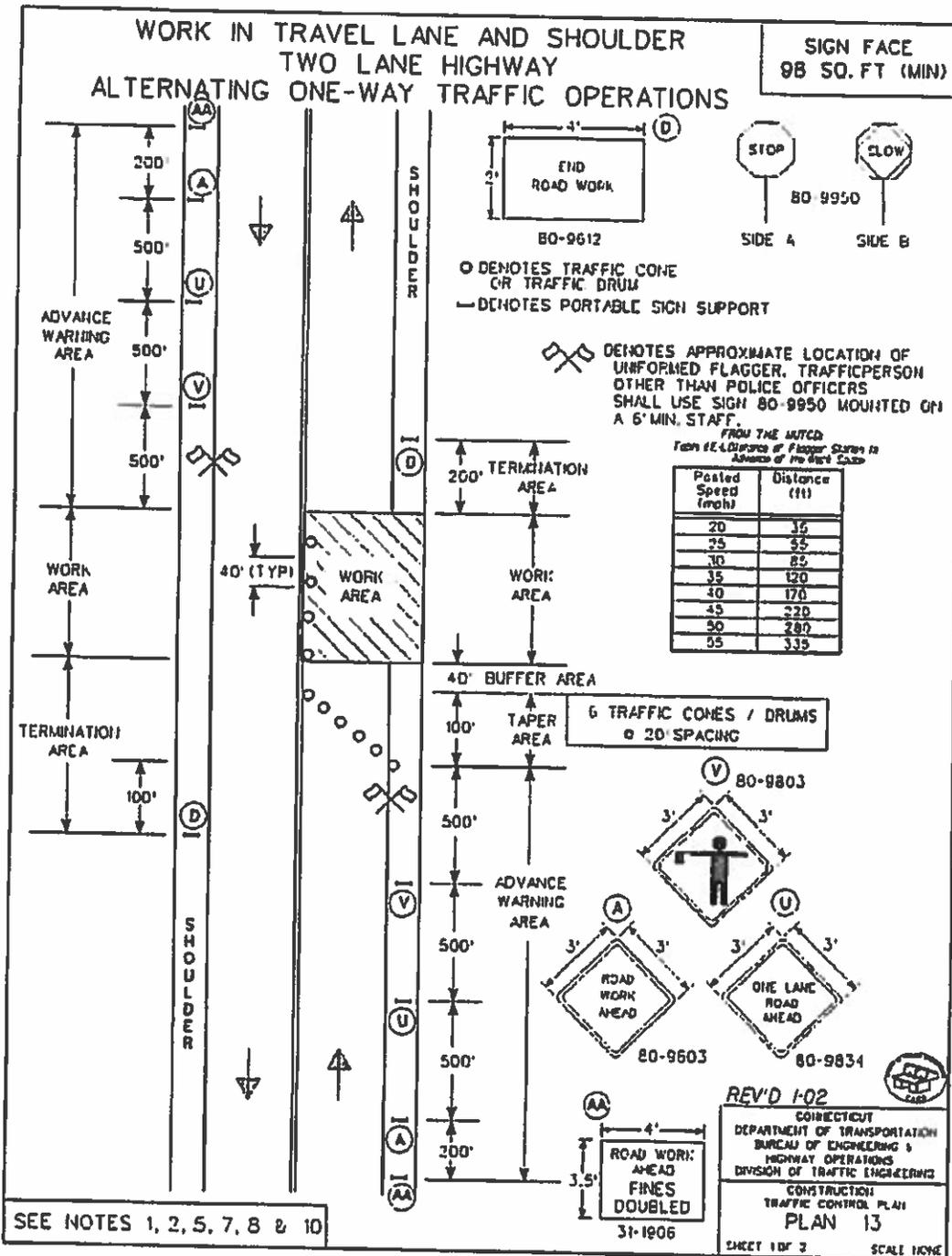
1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A) AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE #1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. A CHANGEABLE MESSAGE SIGN MAY BE UTILIZED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
5. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 12 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
6. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA WILL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS REOPENED TO ALL LANES OF TRAFFIC.
7. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN THE EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED AND TEMPORARY PAVEMENT MARKINGS THAT DEPICT THE PROPER TRAVEL PATHS SHALL BE INSTALLED.
8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200' ON LOW SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
9. FOR LANE CLOSURES ONE (1) MILE OR LONGER, A "REDUCE SPEED TO 45 MPH" SIGN SHALL BE PLACED AT THE ONE MILE POINT AND AT EACH MILE THEREAFTER.
10. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
11. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.

REV'D 1-02



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

CONSTRUCTION
TRAFFIC CONTROL PLAN
NOTES



APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER

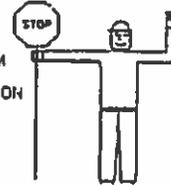
WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.04 FLAGGER PROCEDURES IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9250) SHOWN ON THE TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED

A. TO STOP TRAFFIC

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



B. TO DIRECT TRAFFIC TO PROCEED

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



C. TO ALERT OR SLOW TRAFFIC

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



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

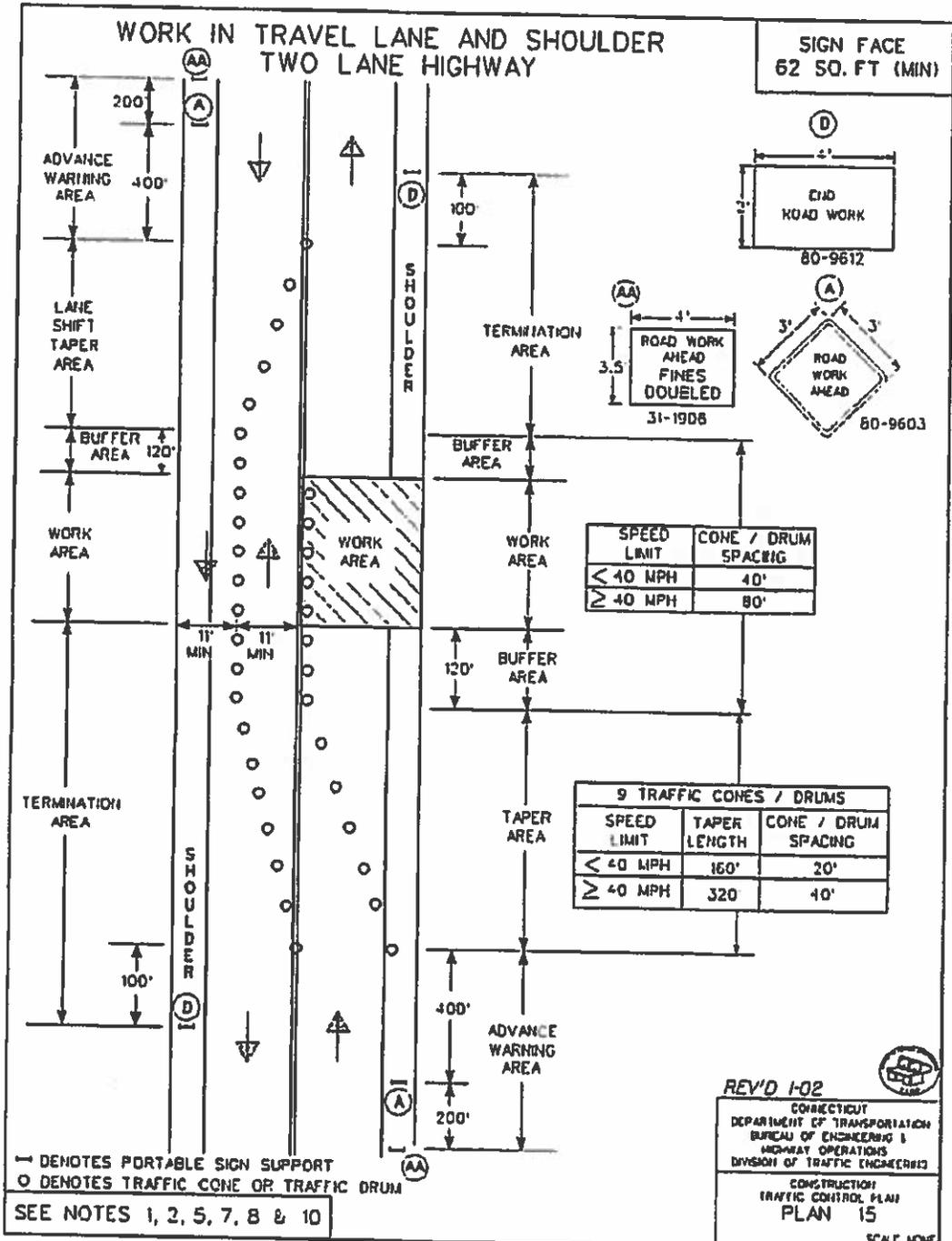
REV'D 1-02

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

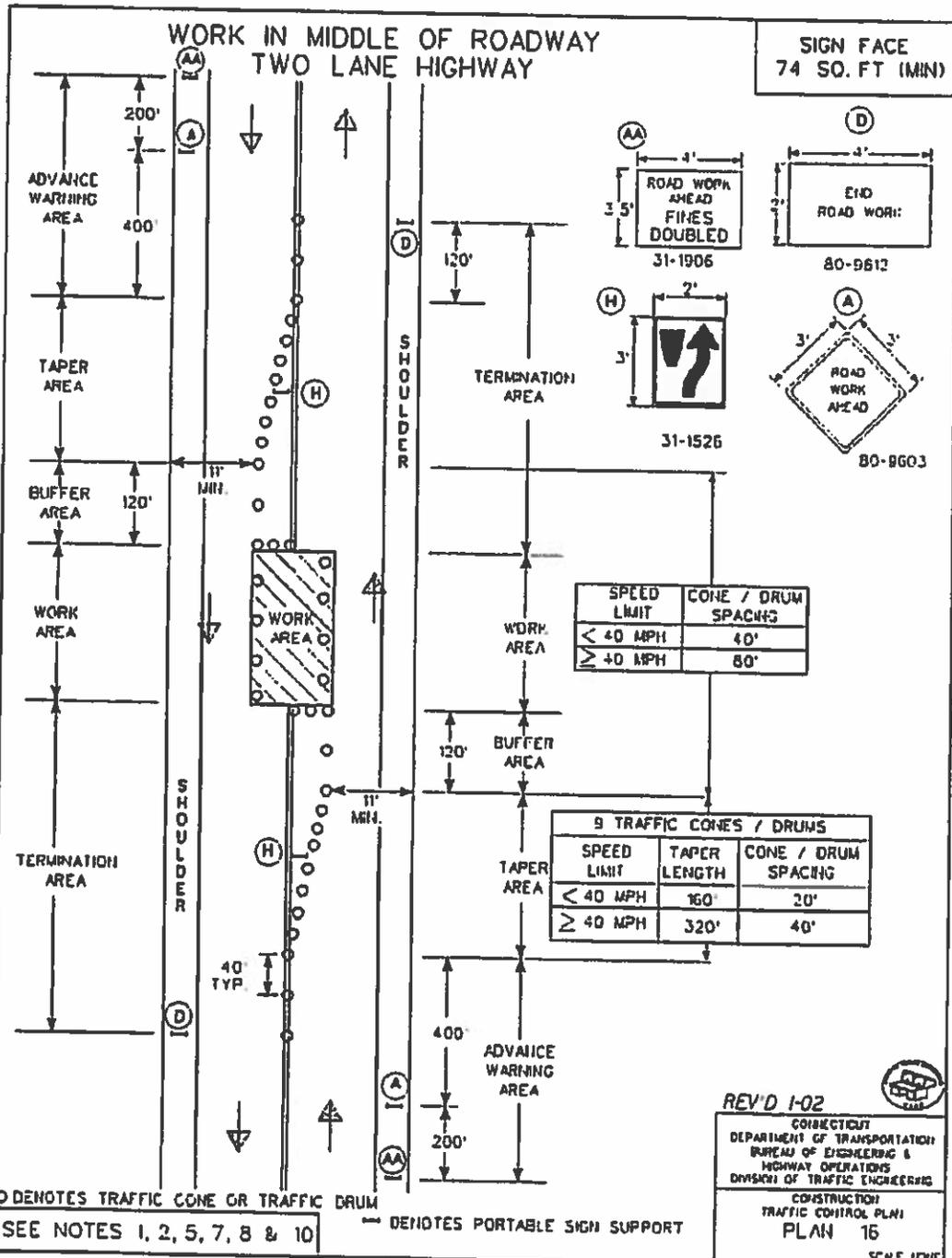
CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 13
SHEET 2 OF 2 SCALE NONE

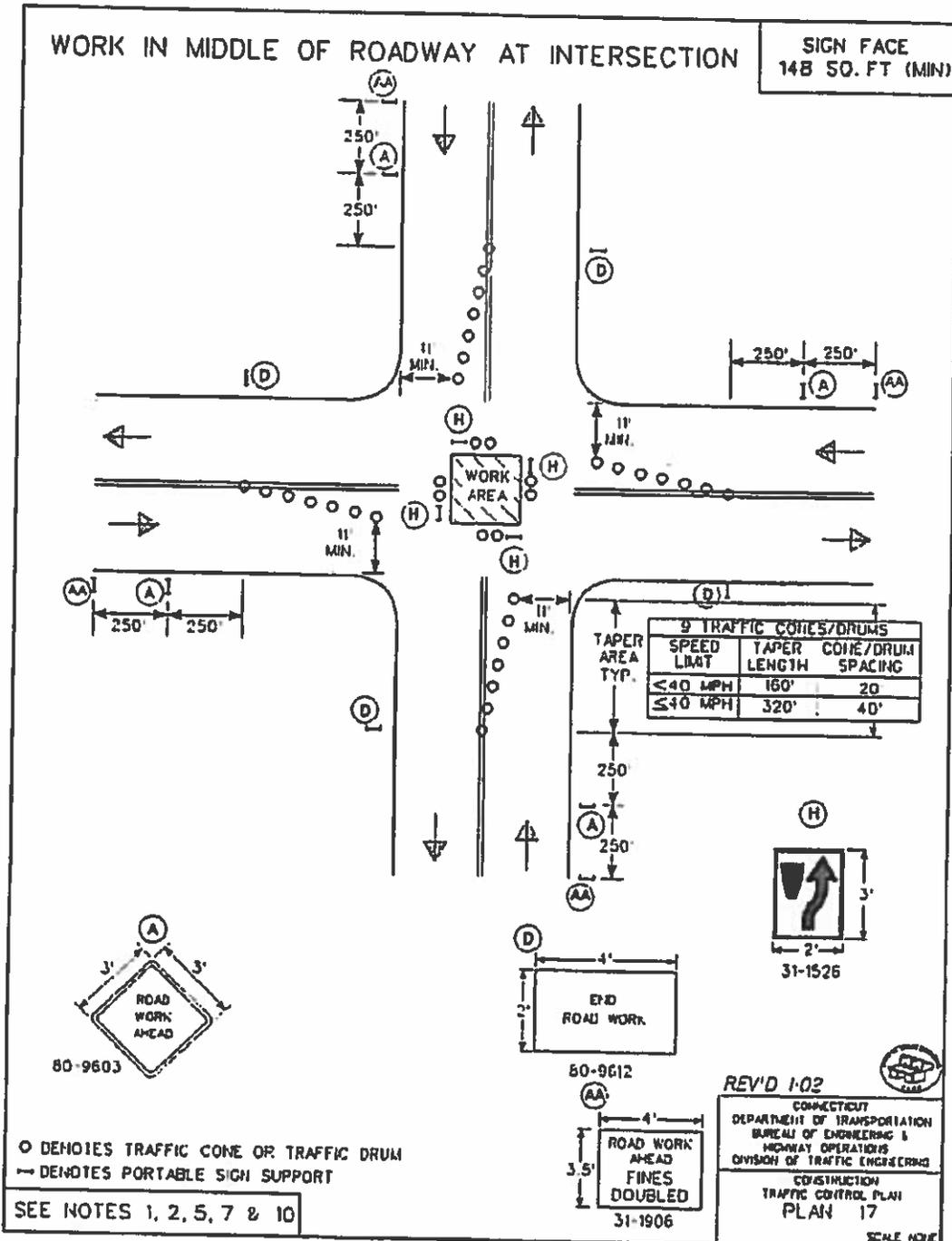
APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER

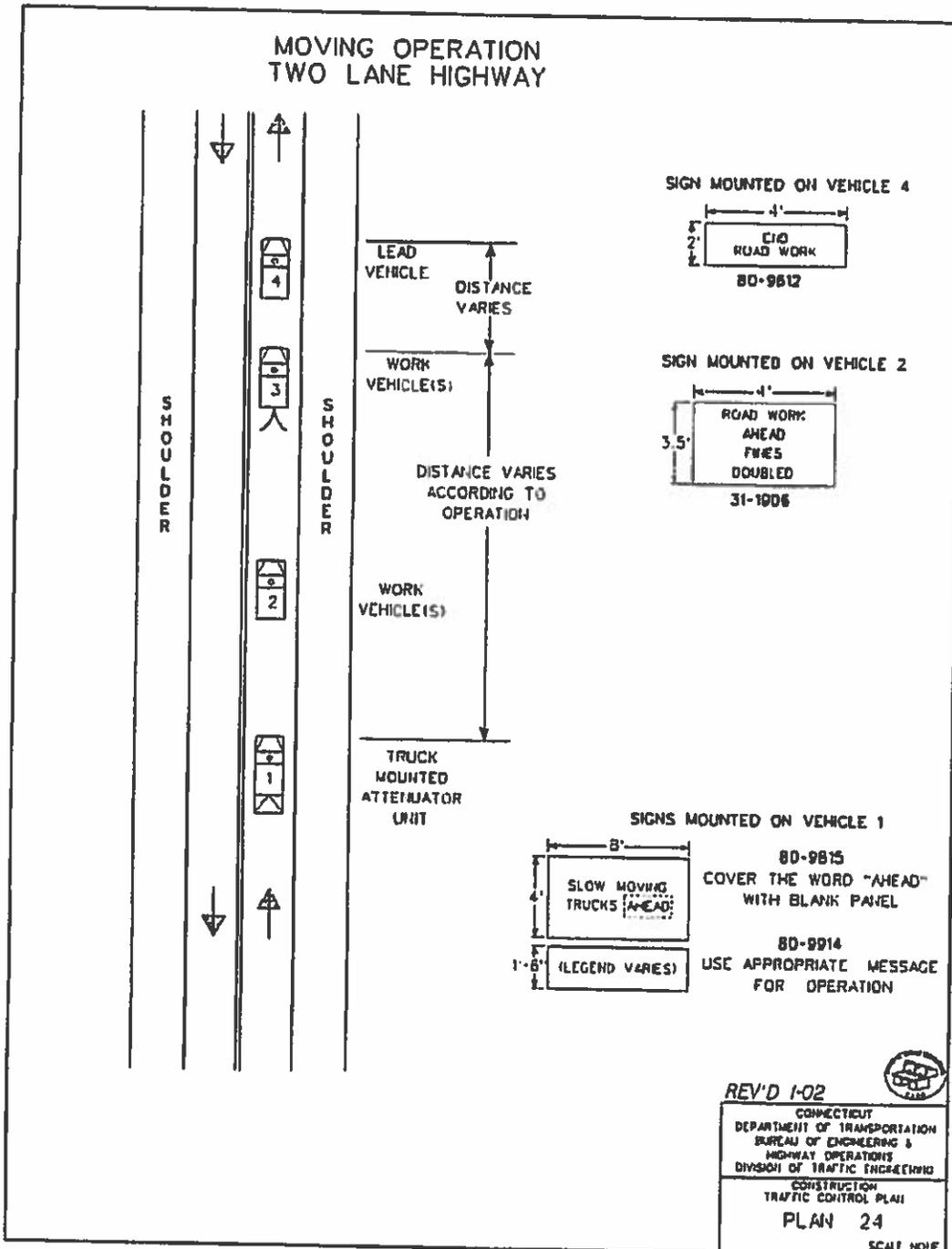
Town of Trumbull
Sanitary Sewer Improvements



APPROVED J. Carey DATE 1-02
PRINCIPAL ENGINEER







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

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

Furnishing, installing, and removing the material for the temporary traversable slope in those areas where a longitudinal dropdown exists shall be included in "Maintenance and Protection of Traffic".

Temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing and removing temporary sign supports and foundations if necessary during construction of the project shall be included in "Maintenance and Protection of Traffic".

There will be no direct payment for "Maintenance and Protection of Traffic". The price for "Maintenance and Protection of Traffic" and all materials, equipment, tools and labor incidental thereto shall be included in the general cost of all other pay items. Notwithstanding the Foregoing, the Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

ITEM #1220011A - CONSTRUCTION SIGNS - TYPE III REFLECTIVE SHEETING

There will be no method of measurement or basis of payment for this item. The cost of this item is to be included in the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications. CONSTRUCTION SIGNS - TYPE III REFLECTIVE SHEETING and all materials, equipment, tools and labor incidental thereto shall be included in the Not to Exceed Price as set forth herein.

Article 12.20.01 - Description: The Contractor shall furnish construction signs with Type III reflective sheeting and their required portable supports or metal sign posts that conform to the requirements of NCHRP Report 350 (TL-3) and to the signing requirements stated in Article 9.71 "Maintenance and Protection of Traffic," as shown on the plans and/or as directed by the Engineer.

Article 12.20.02 - Materials: Prior to using the construction signs and their portable supports, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices (both sign and portable support tested together) conform to NCHRP Report 350 (TL-3).

Portable sign supports shall be designed and fabricated so that the signs do not blow over or become displaced by the wind from passing vehicles. Portable sign supports shall be approved by the Engineer before they are used.

Mounting height of signs on portable sign supports shall be a minimum of 1 foot and a maximum of 2 feet, measured from the pavement to the bottom of the sign.

All sign faces shall be rigid and reflectorized. Reflective sheeting shall conform to the requirements of Article M.18.09.01 (Type III). Sheet aluminum sign blanks shall conform to the requirements of Article M.18.13. Metal sign posts shall conform to the requirements of Article M.18.14. Application of reflective sheeting, legends, symbols, and borders shall conform to the requirements specified by the reflective sheeting manufacturer. Attachments shall be provided so that the signs can be firmly attached to the portable sign supports or metal posts without causing damage to the signs.

The following types of construction signs shall not be used: mesh, non-rigid, roll-up.

The following portable sign support systems or equivalent systems that meet the above requirements may be used:

- Korman Model #SS548 flexible sign stand with composite aluminum sign substrate (APOLIC)
- Traffix "Little Buster" dual spring folding sign stand with corrugated polyethylene (0.4 in. thick) sign substrate (InteCel)

Town of Trumbull
Sanitary Sewer Improvements

Article 12.20.03 – Construction Methods: Ineffective signs, as determined by the Engineer and in accordance with the ATSSA guidelines contained in "Quality Standards for Work Zone Traffic Control Devices", shall be replaced by the Contractor at no cost to the Town.

Signs and their portable supports or metal posts that are no longer required shall be removed from the project and shall remain the property of the Contractor.

Article 12.20.04 – Method of Measurement: There will be no direct measurement or payment for Construction Signs - Type III Reflective Sheeting. The cost of this item, including sign supports, shall be included in the unit price for the individual sanitary sewer repair items of the type and depth noted.

Article 12.20.05 – Basis of Payment: There will be no direct payment for Construction Signs – Type III Reflective Sheeting required and used on the project. The cost of this item, including sign supports, maintenance of the signs and all hardware, shall be included in the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications.

Inlet Protection

There will be no method of measurement or basis of payment for this item. The cost of this item is to be included in the Not to Exceed price as set forth in Exhibit A-1 of the General Specifications. Maintenance and Protection of Traffic and all materials, equipment, tools and labor incidental thereto shall be included in the general cost of all other pay items. Notwithstanding the foregoing, the Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

Description:

This work shall consist of installation of inlet protection at catch basin at the locations and in conformance with the details as shown on the plans or as directed by the Engineer.

Materials:

All materials shall be provided by the Contractor and shall meet the current standards of the affected service.

1. Siltsack ® shall be a manufactured by ACF Environmental , 2831 Cardwell Road, Richmond, VA 23237 or approved equal.

Construction Methods:

The contractor shall install the Siltsack in accordance with the manufacturer's recommendations. The contractor shall maintain and clean the Siltsack when filled or directed. The contractor shall dispose of the material accumulated in the Siltsack in accordance with all applicable regulations.

Method of Measurement and Basis of Payment: The work and materials shall not be measured for payment.

EXHIBIT

B

EXHIBIT

C

RELEASE - GENERAL

To all to whom these Presents shall come or may Concern,

Greeting: Know Ye, Town of Trumbull, a Municipal Corporation organized under the Laws of the State of Connecticut, hereinafter designated as the Releasor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful Money of the United States of America, to the Releasor in hand paid by Mark IV Construction Company, Inc, Manuel Moutinho and Thomas DellaBitta, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge Manuel Moutinho, Thomas DellaBitta and Mark IV Construction Company, Inc., its past and present members, agents, employees, their successors and assigns and their personal and/or legal representatives, insurers and sureties the (hereinafter designated as the "Releasees") of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasees, the Releasor ever had, now has or hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these Presents.

More particularly to release the Releasees of any and all claims with regards to a certain lawsuit pending with the Waterbury Superior Court in Waterbury, Connecticut under Docket No: UWY-CV-11-6013394 entitled Town of Trumbull Water Pollution Control Authority v. Mark IV Construction Company, Et. Al.

Notwithstanding the foregoing, nothing herein shall be construed as a release or waiver of any claim for indemnification, cause of action, special defense, claims or demands, in law or in equity, which against Mark IV Construction Company, the Releasor or Town of Trumbull ever had, now has or hereafter can or may have, for, upon or by reason of any matter, cause or thing whatsoever regarding a certain lawsuit pending with the Judicial District of Fairfield at Bridgeport entitled Brian Sullivan vs. Town of Trumbull et. al., Docket Number 14-6047264.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words Aheirs, executors, administrators, personal or legal representatives, successors and assigns@ had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Releasor has signed and sealed this instrument or caused these presents to be signed this ____ day of _____, 2016.

**Signed, Sealed and Delivered in the present of
or Attested by**

Town of Trumbull WPCA

BY:
Its:
Duly Authorized Agent

STATE OF CONNECTICUT)

) ss: Trumbull

_____, 2016

COUNTY OF FAIRFIELD)

Personally appeared, _____ and known to me to be the person with authority to execute this document on behalf of the Trumbull Water Pollution Control Authority described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed.

Signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court

**Signed, Sealed and Delivered in the present of
or Attested by**

Town of Trumbull

BY:
Its: First Selectman
Duly Authorized Agent

STATE OF CONNECTICUT)

) ss: Trumbull
COUNTY OF FAIRFIELD)

_____, 2016

Personally appeared, _____ and known to me to be the person with authority to execute this document on behalf of the Trumbull Water Pollution Control Authority described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed.

Signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court

EXHIBIT

D

RELEASE - GENERAL

To all to whom these Presents shall come or may Concern,

Greeting: Know Ye, Mark IV Construction Company, Inc. Manuel Moutinho and Thomas DellaBitta, hereinafter designated as the Releasor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful Money of the United States of America, to the Releasor in hand paid by Town of Trumbull, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge The Town of Trumbull, its past and present members, agents, employees, board members, elected and/or appointed officials in both their individual and representative capacity and their successors and assigns and their personal and/or legal representatives (hereinafter designated as the "Releasees") of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasees, the Releasor ever had, now has or hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these Presents.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words Aheirs, executors, administrators, personal or legal representatives, successors and assigns@ had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Releasor has signed and sealed this instrument or caused these presents to be signed this ____ day of _____, 2016.

**Signed, Sealed and Delivered in the present of
or Attested by**

Mark IV Construction Company

BY:
Its:
Duly Authorized Agent

Manuel Moutinho

Thomas DellaBitta

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss: Trumbull

_____, 2016

Personally appeared, _____ and known to me to be the person with authority to execute this document on behalf of Mark IV Construction Company described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed.

Signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court

STATE OF CONNECTICUT)

COUNTY OF _____)

ss: _____

_____, 2016

Personally appeared, Manuel Moutinho who executed the foregoing release, and acknowledged that he executed the same as his free act and deed.

Signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court

STATE OF CONNECTICUT)

COUNTY OF _____)

ss: _____, 2016

Personally appeared, Thomas DellaBitta who executed the foregoing release, and acknowledged that he executed the same as his free act and deed.

Signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court

**SETTLEMENT AGREEMENT – MARK IV CONSTRUCTION COMPANY,
INC. v. TOWN OF TRUMBULL, DOCKET NUMBER
UWY-CV-13-6023577-S**

THIS AGREEMENT made this ____ day of _____, 2016 by and between the Trumbull Water Pollution Control Authority, a statutory public entity organized pursuant to the law of the State of Connecticut (“WPCA”), Town of Trumbull (“Town”) (WPCA and Town collectively referred to herein as “Trumbull”), and Mark IV Construction Company, Inc., a Connecticut Corporation organized pursuant to the laws of the State of Connecticut (“Mark IV”) (WPCA, Trumbull and Mark IV collectively hereinafter referred to as the “Parties”).

WHEREAS, the Trumbull Water Pollution Control Authority, Trumbull and Mark IV Construction Co., Inc. entered in an Agreement dated February 19, 2009 (Hereinafter “Contract”) for the construction of sanitary sewers within the jurisdictional limits of the Town of Trumbull.

WHEREAS, Mark IV instituted certain litigation entitled Mark IV Construction Company, Inc. v. Town of Trumbull, Docket No. UWY-CV13-6023577-S (“Litigation”) alleging certain causes of action which include Breach of Contract, Breach of Covenant of Good Faith and Fair Dealing and Quantum Meruit and alleging damages in the amount of Five Million Six Hundred and Twenty One Thousand Three Hundred and Fifty Two DOLLARS and 56/100 CENTS, which such sum includes the total of alleged Change Orders and retainage owed to Mark IV.

WHEREAS, The Town of Trumbull has denied Mark IV’s allegations and has asserted certain counterclaims against Mark IV in the Litigation which include Breach of Contract,

Breach of Covenant of Good Faith and Fair Dealing, Negligent Misrepresentation, Intentional Misrepresentation, Fraud and Violation of the Connecticut Unfair Trade Practices Act.

WHEREAS, in order to avoid the expense and uncertainty associated with litigation and without admitting liability of any kind or the infirmity of any claim, Mark IV and Trumbull now desire to completely settle, finally resolve and compromise the Litigation, and any claims that they may have against each other on the terms and under the conditions set forth in this Agreement.

NOWHEREFORE, to fully and completely resolve the Litigation and any and all claims between the Parties, for good and valuable consideration, receipt and sufficiency of which is acknowledged herein, the Parties agree to the following:

- 1) Retainage: Trumbull shall make payment to Mark IV in the amount of One Million One Hundred Sixty Seven Thousand Nine Hundred Six DOLLARS and 95/100 CENTS (\$1,167,906.95), which sum represents the full retainage held by Trumbull and/or WPCA under the Contract
- 2) Compromised Change Orders: Trumbull shall make payment to Mark IV in the amount of One Million One Hundred Thirty Two Thousand Ninety Three DOLLARS and 05/100 CENTS (\$1,132,093.05), which sum represents compromised compensation for any and all work associated with alleged change orders set forth by Mark IV during the administration of the Contract and/or pendency of the Litigation.
- 3) Payment to Mark IV: Payment as set forth in paragraphs 1 and 2 herein shall be contingent upon (a) all necessary approvals by the Trumbull Water Pollution Control Authority, Board of Finance and Trumbull Town Council, which such approvals shall be obtained by Trumbull on or before July 5, 2016 and (b) execution of a Settlement

Agreement and Release mutually agreed upon by the parties to a certain companion action to the Litigation entitled Town of Trumbull Water Pollution Control Authority v. Mark IV Construction Company, Inc., et. al. Docket No. UWY-CV11-6013394-S. In the event contingencies (a) and (b) in this Paragraph 3 have been satisfied, payment as outlined in Paragraph 1 and 2 herein shall be made by Trumbull to Mark IV on or before July 31, 2016.

- 4) General Release Mark IV to Trumbull: Mark IV, for and in consideration of the sum as set forth in Paragraph's One and Two herein, lawful Money of the United States of America, to Mark IV in hand and other good and valuable consideration paid by Trumbull, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge Trumbull, its past and present members, agents, employees, board members, elected and/or appointed officials in both their individual and representative capacity and their successors and assigns and their personal and/or legal representatives (hereinafter "Trumbull Releasees"), of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against Trumbull Releasees, Mark IV ever had, now has or hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these Presents and more specifically, any and all claims for damages arising, directly or indirectly, out of a certain lawsuit pending with the Waterbury Superior Court in

Waterbury, Connecticut under Docket No: UWY-CV-13-6023577-S entitled Mark IV Construction Company, Inc. v. Town of Trumbull.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

- 5) Limited Release Trumbull to Mark IV: Trumbull, for and in consideration as set forth herein, lawful consideration to Trumbull in hand and other good and valuable consideration paid by Mark IV, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge Mark IV, its past and present members, agents, employees, their successors and assigns and their personal and/or legal representatives, insurers and sureties (hereinafter "Mark IV Releasees"), of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against Mark IV Releasees Trumbull ever had, now has or hereafter can, shall, or may have as pertaining to the Litigation.
- 6) Each of the Parties to this Agreement represent and warrant that it has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and that such action has been duly authorized by all necessary action by each party and its respective officers, trustees, directors, members, shareholders and any other persons whose authorization may be

needed. Each Party has all the necessary legal capacity to enter into this Agreement and to perform its obligations hereunder.

- 7) Nothing herein shall constitute an admission of liability by any of the Parties in that this Settlement Agreement is entered into solely for the convenience of the Parties and to resolve the Litigation
- 8) This Agreement may not be changed orally. This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
- 9) In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.
- 10) The introductory recital clauses are part of this Agreement.

, Witness

MARK IV CONSTRUCTION, INC.

BY
Its Authorized Agent

, Witness

TOWN OF TRUMBULL WATER
POLLUTION CONTROL AUTHORITY

, Witness

BY
Its Authorized Agent

Notary Public
My commission expires: _____

STATE OF CONNECTICUT)
)
COUNTY OF) ss.:

On this the _____ day of _____, 2016, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity and in his capacity as _____, duly authorized agent of The Town of Trumbull.

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____