SPECIFICATIONS AND BID DOCUMENTS



ON-CALL METAL BEAM RAIL INSTALLATION RFP 2024-003

TOWN OF SOUTHBURY
DEPARTMENT OF PUBLIC WORKS
501 MAIN STREET SOUTH
SOUTHBURY, CT 06488
OCTOBER 3, 2024

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INVITATION TO BID ON-CALL METAL BEAM RAIL INSTALLATION RFP 2024-003

The Town of Southbury is seeking qualified Contractors for on-call metal beam rail installation. It is the intent of the Town to enter into a contractual agreement with one Contractor to provide services.

Sealed proposals must be received by 10:00 AM, October 24, 2024 at the Office of the First Selectman, 501 Main Street South, Southbury, CT 06488, at which time bids will be opened and read aloud in Room 208 of Town Hall.

Specifications and bidding documents may be obtained at the Office of the First Selectman at the above address or electronically on the town's website at www.southbury-ct.org/bids.

Requests for Information (RFIs) concerning the project should be emailed to Matthew Tarnowski, Public Works Project Administrator, at MTarnowski@southbury-ct.gov. RFIs should be received by October 15, 2024. RFIs may not be directly responded to. If necessary, an addendum containing RFI responses will be posted to the Town of Southbury's website at the link above by October 18, 2024.

The Town of Southbury reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of the Town of Southbury. The Town of Southbury is an affirmative action, equal opportunity employer.

Jeffrey Manville First Selectman October 3, 2024

INFORMATION FOR BIDDERS

- 1. PROPOSAL. Proposals are being sought for on-call metal beam rail installation. All work shall be furnished in full accordance with the specifications.
- 2. RECEIPT AND OPENING OF BIDS. Separate sealed bids shall be received in the Office of the First Selectman, 501 Main Street South, Southbury, CT 06488, until the time and date stated in the INVITATION TO BID, and will thereafter be opened and read aloud in Room 208 of Town Hall. Proposals may be withdrawn 120 days after opening if no award has been made, except upon the mutual consent of the Town and the bidder. All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "Bid Documents, RFP 2024-003 On-Call Metal Beam Rail Installation" so as to guard against opening prior to the time set therefore. One printed copy and one digital copy (via flash drive) of all bids shall be submitted. Bids may be forwarded by mail. If mailed, the sealed opaque envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening thereof.
- 3. PREPARATION OF PROPOSAL. Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled, handwritten in ink or type written, in both words and figures. Bid prices shall include **all labor**, **materials and equipment necessary to complete the work** in accordance with the bid documents.
- 4. WITHDRAWAL OF BIDS. Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.
- 5. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS. Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other bid documents and with all federal, state and local laws, ordinances or regulations which in any manner relate to the furnishing of the services in accordance with the bid. Each bidder shall thoroughly familiarize himself with all conditions of the bid documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made and the failure of the bidder to familiarize himself with conditions relating to the specifications shall not in any way relieve any bidder from any obligation in respect to his bid.
- 6. TAX EXEMPTION. The Town of Southbury is exempt from paying tax and, for that reason; the bid price shall not include any tax on the items specified.

- 7. QUALIFICATIONS OF BIDDER. Bidders must be regular full time Contractors in the type of service specified. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fail to satisfy the Town that such bidder is properly qualified to carry out the obligations of the bid and to complete the project contemplated therein. Conditional bids will not be accepted.
- 8. ERRORS, INTERPRETATIONS, AND ADDENDA. Should a bidder find any omissions, discrepancies or errors in the specifications or other bid documents or should he be in doubt as to the meaning of the specifications or other bid documents, he should immediately notify the Town who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the bid documents.
- 9. METHOD OF AWARD LOWEST QUALIFIED BIDDER. The Town reserves the right to reject any or all bids and may waive any informalities. The bid will be awarded to the responsible bidder submitting the lowest bid complying with all conditions set forth in these bid documents. The delivery or completion date and skill and experience of the bidder shall be factors considered in the awarding of the bid and may result in an award to a vendor other than the bidder quoting the lowest price. In the event that there is a discrepancy between the price written in words and in figures, the price written in words shall govern.
- 10. SUBCONTRACTORS. The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
- 11. RIGHT OF THE TOWN TO TERMINATE PROJECT. In the event that any of the provisions of this bid are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the vendor of its intention to terminate the work, such notices to contain the reasons for such intention to terminate the work, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the project shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Town may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor,

- and the Contractor shall be liable to the Town for any excess cost occasioned by the Town as a result of such termination.
- 12. PAYMENTS. Invoices shall be furnished to the Finance Director or his designee for verification and approval of the amount due the Contractor. Final payment will not be made until final acceptance by the Town of Southbury of all work. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignee.
- 13. GUARANTEE. All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the Director of Public Works or his designee. Where it is required for the Contractor to repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance or operation, such work shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs and schedules shall be maintained to reflect these items and their redress.

14. PRELIMINARY SCHEDULE.

RFP Release October 3, 2024
RFI Deadline October 15, 2024
Addendum Release (if necessary) October 18, 2024
RFP Submission Date October 24, 2024

- 15. INTERVIEW OF BIDDERS. The Town may choose to interview any or all bidders for the project after bids have been received to determine their qualifications and experience.
- 16. TERM/RENEWAL OF CONTRACT. The bid prices established in this proposal shall remain in full force and effect until December 31, 2025 with three (3) annual optional renewal terms. On 30 days advance written notice, the town may renew the contract per the same terms and conditions including an adjustment to the unit prices, not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) between October of the current year and October of the previous year.
- 17. COMPLIANCE WITH LAWS. The successful bidder shall comply with all applicable laws, regulations, ordinances, OSHA, codes and orders of the United States, the State of Connecticut, and the Town related to its bid and the performance of the work described in the contract.
- 18. PRE-BID CONFERENCE. Not required.
- 19. SCHEDULING OF WORK. If notified of the acceptance of this proposal within the acceptance period, the bidder agrees to promptly schedule the work and submit verification of having scheduled the work within five (5) working days of such notice unless otherwise

mutually agreed upon. The successful bidder shall promptly commence the work and prosecute the work diligently for the duration of the project.

- 20. BID BOND. Not required.
- 21. PERFORMANCE, LABOR AND MATERIALS PAYMENT BONDS. Not required.
- 22. WAGE RATES. The wages paid on an hourly basis to any mechanic, laborer or workman employed on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of such employee to any employee welfare fund as defined in subsection (i) of Section 31-53 of the General Statutes shall be at a rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

GENERAL CONDITIONS

- 1. The Director of Public Works or his designee shall be the Contractor's direct contact and periodic conferences will be held to review the status of work progress.
- 2. The Contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The Contractor shall be responsible for all conduct of his employees.
- 3. All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the bid documents.
- 4. The Town of Southbury reserves the right to establish the order of priority for completion of the various portions of the work and to delete any portion of the work upon notification of the Contractor.
- 5. The Contractor agrees to indemnify the Town against and save the Town harmless from any and all liability and loss from any claim, suit, or action based upon any alleged injury or death of any person including any employee of the Contractor or subcontractor, and for damage to any property that may occur or that may be alleged to have occurred in the course of the performance of the work, or from failure to guard the same, whether such act or failure to act is by the Contractor of any subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them maybe liable, and the Contractor agrees at its own expense to pay all charges for attorneys in connection with the defense against any such claim, and if any judgment should be rendered against the Town in any such action, the Contractor will satisfy and discharge the same without cost or expense to the Town.
- 6. Before commencing work, the Contractor shall obtain and deliver certificates of insurance to the Director of Public Works or his designee and during the performance of the work, the Contractor shall maintain insurance of the kinds and in at least the amounts specified hereunder in a form satisfactory to the Town; such certificates shall contain a provision that the Town shall be given thirty (30) days advance written notice by registered mail of, modification, change, termination, cancellation, or expiration of coverage. Renewal certificates shall be provided at least 60 days prior to expiration of the policy. With each certificate of insurance the Contractor shall provide an endorsement naming the Town of Southbury as an "Additional Insured". Such endorsement shall include the following language "The Town of Southbury is an additional insured." The cost of such insurance shall be the sole responsibility of the Contractor.
 - a. The Contractor shall maintain the coverage listed below and require each subcontractor employed on the project to maintain the coverage listed below unless the Contractor's insurance covers activities of the subcontractor on the project.
 - i. Worker's Compensation Coverage and Employer's Liability Coverage A at statutory limits in accordance with Connecticut law and Coverage B at limits of \$100,000/\$500,000/\$100,000.

- ii. Broad Form Commercial General Liability including premises and operations, products, completed operations, contractual liability, independent Contractors, and broad form property damage coverage, written on a "per occurrence" basis with minimum combined coverage for bodily injury, personal injury, and property damage liability of \$2,000,000 general annual aggregate, \$1,000,000 per occurrence and \$2,000,000 products/completed operations aggregate.
- iii. Comprehensive Automobile Liability, covering all vehicles used by the Contractor in the course of work, including owned, non-owned and hired with minimum coverage of \$2,000,000 combined single limit for bodily injury and property damage.
- iv. Excess Liability with minimum coverage of \$2,000,000 in umbrella form.
- b. If a policy written on a "Claims Made" basis is proposed for consideration as a substitute for the required insurance it shall be considered only if the Certificate states that the coverage is "claims made," the retroactive date is stated and is prior to or coincident with the date of the contract, evidence is provided that the policy is prepaid for a minimum of two years from the completion date of the contract or the Contractor provides an Extended Reporting Period endorsement or Prior Acts Coverage. The Town shall be under no obligation to accept a "Claims Made" policy.
- c. All coverage is to be provided on a primary noncontributory basis.
- d. All insurance shall be provided by a company authorized to do business in the State of Connecticut and having an A.M. Best rating of no less than A-VIII.
- e. The insurer shall agree to waive all rights of subrogation against the Town of Southbury, its officers, officials, and employees for losses arising from work performed by the Contractor for the Town.
- f. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the contract.
- 7. Invoices shall be paid promptly by the Town unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are net 30 days from receipt of properly executed invoice(s). The Town cannot make payments for "execution of contract" (payments due upon contract signing).

SPECIAL PROVISIONS

- 1. SCOPE OF WORK. The work to be completed under this bid shall include, but not necessarily be limited to, mobilization and demobilization, metal beam rail installation, and miscellaneous associated work. It is intended that this project be completed as directed by the Director of Public Works or his designee in accordance with the unit prices bid.
- 2. PROJECT BID PRICES. It is the intent of this bid proposal to establish unit prices for metal beam rail installation which unit prices shall include full compensation for all administrative costs, overhead, insurance and bonding costs and for furnishing all labor, supervision, materials, supplies, transportation, tools, equipment, and for performing all work in connection with and reasonably associated with the designated item of work, to be completed in place, as directed and as described in the specifications. The project shall be under the care and control of the Contractor during any assigned task until such time as it is completed and accepted by the Director of Public Works or his designee. The Contractor shall be responsible for well and faithfully performing all work assignments as directed; for the means and methods of construction; for all costs arising from the nature of the work or from any unforeseen difficulties which may be encountered during the performance of the work; and for all losses or damage from the action of the elements during performance of the work. The various unit prices shall be full compensation for all costs of the project while under the care and control of the Contractor.
- 3. SCHEDULE AND TIME OF COMPLETION. The Director of Public Works or his designee and the Contractor shall establish a reasonable date for the commencement of each particular assignment. They shall also establish an allowable period of time for the completion of the work associated with each assignment. The date for completion shall be calculated from the agreed upon date for the commencement of the particular assignment. The Contractor shall be required to complete all work including final restoration and cleanup within the stipulated time period. Prior to commencing any related tasks the Contractor shall notify the Director of Public Works or his designee of the date he intends to actually begin work. If the Contractor anticipates that his operations will impede or interfere with the normal flow of vehicular traffic he shall also coordinate his work schedule with the Police and Fire Departments of the Town.
- 4. INDEMNITY CLAUSE. The Contractor shall, at all times, indemnify and save harmless the Town, the Director of Public Works and their agents and employees from and against all loss and expense (including attorney fees) by reason of liability imposed by law upon the Town or the Director of Public Works for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Contractor, his subcontractors, the Town, or the Director of Public Works, their agents or employees, except only such injury or damage as

shall be determined by a court of law to have been caused by the sole negligence of the Town or the Director of Public Works.

- 5. COORDINATION OF SPECIFICATIONS, PLANS & OTHER PROVISIONS. All work shall conform to the relative provisions of one or more of the following; the Director of Public Works or his designee shall be the sole judge of which governs:
 - a. Technical specifications which are published and included as a part of the bid documents.
 - b. The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 819 amended to date and the standard drawings.

The Contractor shall take note that the above references shall become a part of the bid as though they were included with this proposal and it shall be the sole responsibility of the Contractor to obtain these reference materials. The enforcement of the requirements of any special provisions shall not be construed as waiving any of the rights of the Town contained in any of the other provisions of the bid documents. Should a conflict arise between the above-mentioned construction specifications, then they shall prevail in the order in which they are listed above.

- 6. DRAWINGS. There are no drawings furnished by the Town of Southbury with this bid proposal. Drawings may be or may not be furnished for specific work assignments at a later date.
- 7. SAFETY. The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to the Department of Labor, Office of Safety and Health Administration regulations, and suggested practices.
- 8. LINES, GRADES AND MEASUREMENTS. The Contractor shall, as directed, provide and set such stakes, lines, grades or forms as are necessary to properly extend, transfer or establish the final grade of the work at his expense. If the Contractor through willfulness or carelessness removes, or permits to be removed, any reference marks establishing said controlling lines and grades before the prosecution of the work requires such removal, the replacement of such reference marks shall be at the Contractor's expense. The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the specifications. During the performance of the work, he shall make all necessary measurements to prevent mis-fitting in said work and be responsible therefore, and for the accurate construction of the entire work.
- 9. PERMITS AND FEES. The Contractor shall, at his sole expense, secure or obtain all necessary State, Local or Federal permits or licenses required to operate and contract as a Contractor. The Town warrants that all necessary permits for the local Planning, Zoning and/or Inland Wetlands Agencies have been obtained by the Town of Southbury.
- 10. PUBLIC TRAVEL. Roads, including driveways, sidewalks, and crosswalks, shall not be closed to traffic in order to facilitate the Contractor's operations. Should it be necessary to

temporarily halt traffic it shall be for as short a time as possible but in no case more than (1) one hour without permission of the Director of Public Works or his designee. Roads, driveways, sidewalks, and crosswalks shall only be closed while work is actually in progress and passage shall be restored as soon as possible. The Contractor shall park all vehicles and equipment so as not to impede the safe and efficient access to abutting properties.

- 11. UTILITIES. Utilities which may be located within the area and which may be adjacent to the construction work are owned by the following:
 - a. Communications Frontier Communications, Crown Castle Fiber
 - b. Water Mains & Services The Connecticut Water Company, Aquarion Water Company
 - c. Electricity Eversource Energy
 - d. Gas Transmission Eversource Energy, Algonquin Gas Transmission Company
 - e. Sanitary Sewers The Connecticut Water Company
 - f. Storm Drains Town of Southbury and/or State of Connecticut
 - g. Cable TV Charter Communications

The above list is not intended to be all inclusive and is included for the Contractor's convenience. The Contractor shall be responsible for identifying each utility involved in or adjacent to the work and he shall make all the necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the areas of construction and he shall take all necessary precautions to avoid damage to existing utilities. Any cost of temporary relocations for the Contractor's convenience shall be paid for by the Contractor. The Contractor shall avail himself of the Connecticut Underground Utility Protection Plan ("Call Before You Dig"), Box 1562, New Haven, Connecticut, (Telephone Toll Free, 1-800-922-4455) for notifications of utility companies, prior to excavating.

CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

- A. DEFINITIONS. The following definitions shall apply to this Ordinance:
 - a. Public Official (or Public Office). An elected or appointed official, whether paid or unpaid, full or part-time, of the Town of Southbury. This includes being a member or alternate member of any board, committee, commission or agency that exists in the Town of Southbury government.
 - b. Town Employee (or Town Employment). A paid employee, full or part-time, of the Town of Southbury.
 - c. Ethics Commission. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
 - d. Conflict of Interest. A conflict of interest shall be deemed to exist if any Public Official or Town Employee has a Direct Interest or an Indirect Interest, in any purchase, contract, transaction, or decision involving his/her office, board, commission, agency or employment.
 - e. Direct Interest. An interest of a Public Official or Town Employee or any business, investment, or property in which such Public Official or Town Employee is an owner, member, partner, officer, employee or stockholder or has any other form of participation, that is a Financial Interest or an Adverse Interest in any purchase, contract, transaction or decision involving his or her office, board, committee, commission, agency or employment.
 - f. Indirect Interest. An interest of a family member within the fourth degree by blood or marriage or a person engaged in a close business relationship with a Public Official or Town Employee in any purchase, contract, transaction or decision involving the Public Official's or Town Employee's office, board, committee, commission, agency or employment which, if held by the Public Official or Town Employee directly, would meet the definition of a Direct Interest.
 - g. Financial Interest. A Financial Interest shall be deemed to exist if a person or entity with a Direct Interest or an Indirect Interest as defined herein might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any Town purchase, contract, transaction, decision or employment.
 - h. Adverse Interest. An interest that is adverse to the interests of the Town with respect to the matter under consideration.
 - i. Material Conflict of Interest. A conflict of interest shall be deemed to be material where a reasonable person would conclude that a Financial Interest or Adverse Interest:
 - i. Is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
 - ii. Would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

B. DECLARATION OF POLICY.

The proper operation of the government of the Town of Southbury requires that Public Officials and Town Employees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that Public Officials and Town Employees not use their positions for personal gain; and that the general public have confidence in the integrity of its government.

This Ordinance sets forth standards of ethical conduct to maintain and enhance responsible and effective public service by our Public Officials and Town Employees in the performance of their duties.

In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, committee, commission, agency or employee, or any member of any Town board, committee, commission, or agency, or for challenging a decision, license, permit or other action of a Town Employee, board, committee, commission or agency or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

C. DISCLOSURE OF CONFLICT.

Any Public official or Town Employee who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

Any Public Official or Town Employee who is a member of any Town board, committee, commission or agency who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board, committee, commission, or agency and such disclosure shall be recorded in the board's, committee's, commission's or agency's minutes.

D. DETERMINATION OF MATERIALITY.

In the event that a disclosure or a claim of a conflict of interest with respect to any Public Official or Town Employee has been made to the Ethics Commission, and the Public Official or Town Employee does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the Ethics Commission shall promptly inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

In the event that a disclosure or a claim or a conflict of interest with respect to any Public Official or Town Employee who is a member of a Town board, committee, commission or agency has been made to such board, committee, commission, or agency and the member does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the board, committee, commission or agency shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

E. DISQUALIFICATION.

If it has been determined that a material conflict of interest exists, the Public Official or Town Employee who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Public Official or Town Employee may disqualify himself/herself even though the conflict of interest is not material.

F. CLAIM OF CONFLICT.

If a formal written complaint is made to the Ethics Commission that any Public Official or Town Employee has an undisclosed conflict of interest, the Ethics Commission shall record and act upon the claim in accordance with its procedures as outlined in Section J.

G. GIFTS AND FAVORS.

No Public Official or Town Employee shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$25.00.

H. REPRESENTATION.

Without the prior written consent of the Ethics Commission, no Public official or Town Employee shall appear for compensation, except on behalf of the town, before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

Without the prior written consent of the Ethics Commission, no current or former Public Official or Town Employee shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

No current or former Public Official or Town Employee shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

No former Public Official or Town Employee who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

I. INDEPENDENT CONTRACTORS.

Before hiring any consultant, independent Contractor or other advisor, the Public Official, Town Employee, board, committee, commission or agency that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board, committee, commission, or agency).

Prior to hiring any independent Contractor with a conflict, the Public Official, Town Employee, board, committee, commission or agency proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information acquired while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

J. PROCEDURE.

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals who are former Public Officials or Town Employees. Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

K. PENALTIES.

Any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from Public Office or Town Employment, as the case may be, in the manner provided by law as recommended by the Ethics Commission with action by the Board of Selectman.

Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable as recommended by the Ethics Commission with action by the Board of Selectmen.

Any violation of this Ordinance with respect to any decision of a board, committee, commission or agency shall be subject to any remedies deemed proper as recommended by the Ethics Commission with action by the Board of Selectmen and permitted by law.

The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

L. CONCURRENT OFFICES.

No Town Employee shall serve on any board, committee, commission or agency to which the Town Employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, a Town Employee may serve on any board, committee, commission or agency in an advisory capacity.

Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Public Office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

The restrictions set forth in Section L. 1 and Section L. 2 shall not apply to membership on any temporary or advisory only committee, task force, working group, or the like.

Subject to the restrictions set forth in applicable law, or by the Charter or by Ordinance, and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one Public Office, provided the offices are not incompatible, provided the duties of the offices to which he/she is appointed may, in the opinion of the Ethics Commission, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

M. MEETINGS.

Members Attendance. Public Officials who are members of boards, committees, commissions, and agencies are expected to attend all meetings of such boards, committees, commissions and agencies or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if public officials who are members of boards, committees, commissions, and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed members of boards, committees, commissions and agencies.

Alternates' Attendance. Public Officials who are alternate members of boards, committees, commissions and agencies are expected to attend all meetings of such boards,

committees, commissions and agencies, or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are alternate members of boards, committees, commissions and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed alternate members of boards, committees, commissions and agencies.

Voting. All Public Official members or seated alternate members of boards, committees, commissions and agencies who are qualified to vote, shall vote on all matters upon which a vote is held by such board, committee, commission or agency unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

Statement of Reasons. In every case where the action of any board, committee, commission or agency is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

SPECIFICATIONS FOR ON-CALL METAL BEAM RAIL INSTALLAION

For all components of metal beam rail, a copy of the manufacturer's self-certification that the components comply with the requirements of the 2016 edition of the AASHTO MASH is required.

Reference is made to other sections of the CT DOT Standard Specifications for Roads, Bridges, Facilities, and Incidental Construction Form 819. Bidders must familiarize themselves with this document.

SECTION 9.10

METAL BEAM RAIL

9.10.01—Description

9.10.02—Materials

9.10.03—Construction Methods

9.10.04—Method of Measurement

9.10.05—Basis of Payment

9.10.01—Description: Work under this item shall consist of the installation of or conversion to a single or double line of steel rail elements and terminal sections fastened to wood or steel posts with or without rubrail, and the appropriate treatment at bridge parapets, barriers, or other fixed objects as shown on the plans. This item shall include metal beam rail types: w-beam, thrie-beam and box-beam. It shall be installed or converted in the locations indicated and fabricated in accordance with the lines, designations, dimensions, and details on the plans or as ordered by the Engineer.

9.10.02—Materials: The material for metal beam rail shall meet the requirements of M.10.02 and the following:

- 1. Adhesive bonding material shall meet the requirements of 6.10.02.
- 2. Metal beam rail delineators shall meet the requirements of M.18.09 and M.18.13.
- 3. When converting rail, the Contractor shall reuse any undamaged existing rail elements, appropriate posts, delineators, and lap bolts within the Project limits as approved by the Engineer to construct the converted rail. The Contractor shall use new materials when any components of the existing railing are damaged or missing and cannot be obtained from other rail systems being removed or converted within the Project limits.

9.10.03—Construction Methods: Steel posts shall be driven. The Contractor shall use suitable driving caps and equipment to prevent damage to the posts during driving. Where rock, boulders or debris are encountered while driving the posts, the obstruction shall be removed to make each hole large enough to permit driving of the posts. Each hole shall then be backfilled with suitable

material and thoroughly compacted before driving the posts. Any surplus or unsuitable material remaining after the completed installation shall be removed and disposed of by the Contractor.

Wood posts shall be set in holes, and the area adjacent to the posts shall be backfilled with suitable material and thoroughly compacted. Any surplus or unsuitable material remaining after the completed installation shall be removed and disposed of by the Contractor.

The Contractor is cautioned that underground utilities, which may be energized, may be present within the Project limits.

The posts shall be located as shown on the plans, set plumb and in alignment with the rail or rail treatments. Where required, the blockouts, brackets, rubrails, back-up rails and rail elements shall then be erected to produce a smooth continuous rail as shown on the plans. The terminal connectors, rubrails, and rail elements shall be lapped in the direction of traffic.

Whenever metal beam rail or rail treatments are being constructed adjacent to areas open to traffic, the Contractor shall complete the installation up to and including the designated terminal treatment at the close of each day's work.

On long runs or other locations when it is not practical to complete the installation up to and including the designated terminal treatment by the end of the workday, the Contractor shall use temporary methods to terminate the metal beam rail.

Prior to any rail installations, the Contractor shall submit to the Engineer for review its proposed methods for temporarily terminating the end section.

The Contractor shall furnish posts of sufficient length where field conditions warrant to obtain the depth in the ground shown on the plans.

Rail attachment to concrete bridge parapets, barriers, or other fixed objects shall be made using through bolts as shown on the plans. When anchor bolts for rail attachments are shown on the plans to be installed into existing concrete, drilling and bonding shall be as specified in Article 6.10.03. A minimum of 3 anchors, or 5% of the total number of anchors, whichever is greater, shall be tested in accordance with 6.10.03-C.

When existing metal beam rail is being converted, the Contractor may punch or drill a hole in the flange of the existing post to facilitate attachment of the blockout and rail element to the post. No other methods shall be used to create this hole.

End anchorages not needed for the converted rail shall be removed in their entirety.

In the welding of steel plates to the steel posts, the welds shall be of the size and type shown on the plans and shall meet the applicable requirements of the AWS.

Before final erection, all galvanized elements which have been cut or worked so as to damage the zinc coating and cause the base metal to be exposed shall have the exposed base metal thoroughly cleaned and brush coated with 2 coats of zinc-rich touch-up material.

9.10.04—Method of Measurement:

1. Metal Beam Rail (R-B MASH): The length of metal beam rail measured for payment will be the number of linear feet of accepted rail of the type or designation installed, including

- radius rail other than Shop-Bent Rail, measured along the top of rail between centers of end posts in each continuous section.
- 2. Metal Beam Rail Span Section (Type II or III): Metal Beam Rail Span Section (Type II or III) measured for payment will be the actual number of each type accepted and installed in accordance with the "Pay Limit" shown on the plans.
- 3. Convert Metal Beam Rail R-B 350 to R-B MASH: The conversion of existing metal beam rail R-B 350 to the R-B MASH specified will be measured for payment by the number of linear feet of rail installed measured along the top of rail between centers of end posts in each continuous section. If a new end anchorage for the converted rail is needed, it shall be measured for payment in accordance with 9.11.
- 4. Shop-Bent Rail: The R-B MASH Shop Bent Rail treatment measured for payment will be the actual number of each type installed and accepted in accordance with the "Pay Limit Shop-Bent Rail" shown on the plans.
- 5. R-B Terminal Section: R-B Terminal Section will be measured for payment by the number of each R-B Terminal Section installed and accepted in accordance with the "Pay Limit" shown on the plans.

9.10.05—Basis of Payment:

- 1. Metal Beam Rail (R-B MASH): This work will be paid for at the Contract unit price per linear foot for the type or designation indicated on the plans or ordered by the Engineer, complete in place. Prices shall include all materials, installation of posts, plastic blockouts, equipment, tools, removal and disposal of existing rail and surplus material, and labor incidental to the installation of the rail.
- 2. Metal Beam Rail Span Section (Type II or III): This work will be paid for at the Contract unit price each for the types specified on the plans complete in place. Prices shall include all materials, equipment, tools, removal and disposal of surplus material, backfilling, and labor incidental to the installation of the rail.
- 3. Convert Metal Beam Rail R-B 350 to R-B MASH: The conversion of existing metal beam rail will be paid for at the Contract unit price per linear foot for the type shown on the plans complete in place. The price shall include all materials (excluding new parts for damaged or missing parts), backfilling, punching or drilling of holes in existing posts, removal and resetting of existing railing, removal of the end anchorages where indicated on the plans, removal and disposal of surplus material, equipment, tools and labor incidental to the conversion of the existing rail. Surplus material not needed for the conversion, unless specified otherwise in the Contract, shall become the property of the Contractor. Payment for new parts approved by the Engineer, which replace damaged or missing parts will be paid for at the applicable Contract unit prices, or in their absence, in accordance with 1.04.05.
- 4. Shop-Bent Rail: This work will be paid for at the Contract unit price for each type indicated or as ordered by the Engineer, complete in place. The price shall include all

- materials, excavation, backfilling, removal and disposal of surplus material, equipment, tools and labor incidental to the installation of the rail treatment.
- 5. R-B Terminal Section: This work will be paid for at the Contract unit price for each "R-B Terminal Section" complete in place, including all materials, equipment, tools and labor incidental thereto.
- 9.10–General: Drilling in or removal of rock or boulders and backfilling with suitable material when required for the installation of posts will be paid for in accordance with 1.04.05, unless an item for the removal of rock appears in the Contract.

Payment for temporary terminations for metal beam rail and galvanized coating touch-up will be included in the general cost of the work.

SECTION 9.11 METAL BEAM RAIL ANCHORAGES

- 9.11.01—Description: This work shall consist of installing metal beam rail end anchorages of the type shown on the plans or as ordered by the Engineer. Object markers shall be provided at the specific end anchorage types as shown on the plans.
- 9.11.02—Materials: The materials for this work shall meet the requirements of M.10.02-7. Non-shrink grout associated with rail anchored to rock shall meet the requirements of M.03.05. The material for object markers shall be as specified in 9.30.02.
- 9.11.03—Construction Methods: Anchorages, channels, rails, w-beam terminal elements, and fittings shall be installed as indicated on the plans. The excavated area for the anchorages shall be backfilled with suitable material and compacted in 6 inch layers. Any surplus material remaining after the completed installation shall be removed by the Contractor.

When the rail is anchored to rock, preparation of the rock including rock removal and the drilling of holes shall be as shown on the plans. The diameter of the holes shall be sufficient to permit the placement of the bolts and the non-shrink grout, but shall not exceed twice the diameter of the bolts. The bolt holes shall be blown clean with an air jet prior to installing the bolts and non-shrink grout. Spalled areas behind the steel plate shall be filled with non-shrink grout.

The rail elements shall be lapped in the direction of traffic.

Before final erection, all galvanized elements which have been cut or worked so as to damage the zinc coating and cause the base metal to be exposed shall have the exposed base metal thoroughly cleaned and brush coated with zinc-rich touch-up material in accordance with M.10.02-8.

An object marker shall be installed adjacent to all Type I and Type II end anchors as shown on the plans and as specified in 9.30.03

9.11.04—Method of Measurement: The number of end anchorages measured for payment shall be the actual number of end anchorages of each type installed and accepted in accordance with the "Pay Limit Anchorage" shown on the plans.

Object markers will not be measured for payment.

9.11.05—Basis of Payment: End anchorages will be paid for at the Contract unit price each for the type of end anchorage, complete in place, which price shall include materials, excavation, backfilling, drilling and grouting, removal and disposal of surplus material, object markers, equipment, tools, and labor incidental to complete the installation.

Payment for rock removal required for "Anchor in a Rock Cut Slope," shall be included in the cost of the item. Removal of rock or boulders encountered during excavation for other end anchorages and backfilling with suitable material will be paid for in accordance with 1.04.05, unless an item for the removal of rock appears in the Contract.

SECTION 9.12

REMOVE AND RESET POSTS, RAIL AND RAIL ANCHORAGES

9.12.01—Description: This work shall consist of removing or resetting existing single posts, anchorages, cable guide rail and a single or double line of metal beam rail in the locations indicated on the plans or as ordered by the Engineer.

9.12.02—Materials: When resetting rail, the Contractor shall reuse any undamaged existing rail elements, appropriate posts, delineators, and lap bolts within the Project limits, as approved by the Engineer to construct the reset rail. The Contractor shall use new materials meeting the requirements of M.10 to replace any parts of the existing rail system that are damaged or missing and cannot be obtained from other rail systems being removed or reset within the Project limits.

9.12.03—Construction Methods: The Construction Methods for 9.10, 9.11, and 9.18 when applicable, shall apply to the resetting of existing rail systems.

Prior to commencement of work, the Contractor and Engineer shall inventory the existing rail systems within the Project limits to determine which materials are suitable for reuse.

If resetting or removing railing, the Contractor must complete that work, including any required grading and any replacement of materials, by the end of each day's work. When it is not practical to complete such rail work by the end of the day's work, the Engineer may allow the Contractor to temporarily attach the existing rail to the new rail, concrete barrier curb or temporary terminal treatment.

9.12.04—Method of Measurement:

- 1. Reset Metal Beam Rail: The length of reset rail measured for payment shall be the number of linear feet of completed rail of each type specified on the plans, measured along the top of rail between centers of posts in each continuous section of reset rail.
- 2. Reset Posts: The number of reset single posts measured for payment shall be the actual number of each single post reset as shown on the plans.
- 3. New Materials: The amounts of new material measured for payment will be the numbers of new rail components authorized by the Engineer.
- 4. Removal: Removal of cable guide rail or metal beam rail shall be measured for payment by the number of linear feet of such rail including posts removed between the centers of anchors, including the anchors, and any rail system attachments.
- 5. Remove Single Post: Removal of single posts not attached to any rail system will be measured for payment by counting each such post.

9.12.05—Basis of Payment:

- Reset Metal Beam Rail: This work will be paid for at the Contract unit price per linear
 foot for "Reset Metal Beam Rail," complete in place. This price shall include the
 complete removal, storage and resetting of existing rail, including excavation, backfilling
 and disposal of surplus or unsuitable material, and all equipment, tools and labor
 incidental thereto.
- 2. Reset Posts: This work will be paid for at the Contract unit price each for "Reset Post" complete in place. This price shall include the complete removal, storage and resetting of existing posts, including excavation, backfilling and disposal of surplus or unsuitable material, and all equipment, tools, and labor incidental thereto.
- 3. New Materials: Authorized new materials will be paid for at the applicable Contract unit prices, or in their absence, in accordance with 1.04.05.
- 4. Remove Cable Guiderail and Remove Metal Beam Rail: This work will be paid for at the Contract unit price per linear foot for "Remove Cable Guide Rail" and "Remove Metal Beam Rail." This price shall include removal of each post, rail and end anchorage, backfilling, equipment, tools and labor incidental thereto. Surplus rail, cable, posts and hardware not needed for the resetting of railing, unless specified otherwise in the Contract, shall become the property of the Contractor.
- 5. Temporary Treatment: There will be no payment for any temporary treatments or attachments.

SECTION 18.03 IMPACT ATTENUATION SYSTEM

18.03.01—Description: Work under this item shall consist of furnishing, installing and maintaining an impact attenuation system of the type specified at the location shown on the plans. Work under this item shall also include repair of the impact attenuation system.

18.03.02—Materials: The impact attenuation system shall be listed on the Department's Qualified Products List for the compatible barrier type.

The reflector shall meet the requirements of M.18.09.

The concrete pad foundation shall meet the requirements of M.03. Reinforcement shall meet the requirements of M.06.

18.03.03—Construction Methods: The impact attenuation system shall be installed or repaired according to the manufacturer's recommendations at the location shown on the plans.

Any "Non-Gating" type impact attenuation system shall be installed on a reinforced concrete pad foundation. The reinforced concrete pad foundation shall be constructed in accordance with the manufacturer's recommendations.

Any damaged impact attenuation system shall be repaired within 24 hours of notification from the Engineer. The Contractor shall be responsible for the removal and the proper disposal of all damaged material and debris.

18.03.04—Method of Measurement: The impact attenuation system will be measured for payment by the number of each system installed and accepted by the Engineer.

18.03.05—Basis of Payment: Impact attenuation system will be paid at the Contract unit price for each "Impact Attenuation System (Type)" furnished and installed, which price shall include the reflector and all materials, transportation, equipment, tools and labor incidental thereto. Temporary impact attenuation system will be paid at the Contract unit price for each "Temporary Impact Attenuation System (Type)" furnished, installed and removed, which price shall include the reflector and all materials, transportation, equipment, tools and labor incidental thereto. There will be no direct payment made for the reinforced concrete pad foundation, required for installation of any "Non-Gating" type impact attenuation system, but the costs of this work shall be included under the Contract unit price for each "Impact Attenuation System (Type)." "Repair of Impact Attenuation System" will be paid for in accordance with 1.09.04 as required to restore the system to its full working condition in accordance with the manufacturer's recommendations.

Maintenance and Protection of Traffic will only be paid for when, in the judgment of the Engineer, it is solely required for repair of the system.

BID PROPOSAL ON-CALL METAL BEAM RAIL INSTALLATION RFP 2024-003



TO: Mr. Jeffrey Manville
First Selectman
501 Main Street South
Southbury, Connecticut 06488

PROPOSAL OF	
Name of Company	
Address	
City, State, ZIP	
Telephone	
Email	

BID FORM ON-CALL METAL BEAM RAIL INSTALLATION RFP 2024-003

The bidder declares that he/she has thoroughly examined the specifications and all other bidding documents for the proposed work, dated October 3, 2024, and that, if his/her bid is accepted, he/she will contract with the Town to furnish all labor, equipment and required material and to perform all the work required by the Town of Southbury as directed and as stipulated in the specifications, and that he/she will take in full payment therefore, the unit price applicable to each item of the work as stated in the following schedule:

Item	Description	Drawing	Unit of	Price	Price (words)				
			Measure	(figures)					
	GALVANIZED Metal Beam Rail (R-B MASH)								
			Standa	rd Post Sp	acing (6' 3")				
1a	1-500	HW- 910_21	LF						
1b	501-1500	HW- 910_21	LF						
1c	1501-5000	HW- 910_21	LF						
1d	5001+	HW- 910_21	LF						
	Half Post Spacing (3' 1.5")								

2a	1-500	HW-	LF	
		910_23		
2b	501-1500	HW-	LF	
		910_23		
2c	1501-5000	HW-	LF	
		910_23		
2d	5001+	HW-	LF	
		910_23		
			Quar	r Post Spacing (1' 6.75")
3a	1-500	HW-	LF	
		910_23		
3b	501-1500	HW-	LF	
		910_23		
3c	1501-5000	HW-	LF	
		910_23		
3d	5001+	HW-	LF	
		910_23		
				Shop-Bent Railing
4a	5-25	HW-	LF	
		910_21		
4b	26-75	HW-	LF	
		910_21		

4c	76-125	HW-	LF	
		910_21		
4d	126-150	HW-	LF	
		910_21		
			M	liscellaneous Items
5	Span Section Type II	HW-	ea.	
		910_24		
6	Span Section Type III	HW-	ea.	
		910_24		
7	Transition R-B 350 to R-B MASH	HW-	LF	
		910_25		
8	Remove and Dispose of Existing	HW-	LF	
	Guide Rail at Contractor's Facility	910_20		
9	Remove and Dispose of Existing	HW-	LF	
	Guide Rail at Town's Facility	910_20		
10	Reset Metal Beam Post	HW-	ea.	
		910_21		
11	Reset Metal Beam Rail	HW-	LF	
		910_21		
12	Type I Anchorage	HW-	ea.	
		911_01		
13	Type II Anchorage	HW-	ea.	
		911_01		

14	Anchorage in Rock Cut Slope	HW- 911_03	ea.					
15	Anchorage in Earth Cut Slope	HW- 911_03	ea.					
16	R-B Terminal Section Including R-B 350 to R-B MASH Transition	HW- 910_17	ea.					
17	Excavate and Remove Existing Rock for Post (Rock Drill)		CY					
18	Remove and Dispose of Concrete Anchor		ea.					
19	MSKT-SP Impact Attenuator	MSKT- SP- MGS8	ea.					
20	SRT-31 Impact Attenuator	SS 436	ea.					
21	Uniformed Flagger		hr.					
	•	VEATH	ERED M	Ietal Be	am Rail (R-	B MASH)		
			Standa	rd Post Sp	acing (6' 3")			
1a	1-500	HW- 910_21	LF					
1b	501-1500	HW- 910_21	LF					

	HW-	LF	
	910_21		
5001+	HW-	LF	
	910_21		
	1	Half	Post Spacing (3' 1.5")
1-500		LF	
	910_23		
501-1500	HW-	LF	
	910_23		
1501-5000	HW-	LF	
	910_23		
5001+	HW-	LF	
	910_23		
	1	Quarte	Post Spacing (1' 6.75")
1-500		LF	
	910_23		
501-1500	HW-	LF	
	910_23		
1501-5000	HW-	LF	
	910_23		
5001+	HW-	LF	
	910_23		
	1-500 501-1500 1501-5000 5001+ 1-500 501-1500	1-500	910_21

	Shop-Bent Railing					
4a	5-25	HW- 910_21	LF			
4b	26-75	HW- 910_21	LF			
4c	76-125	HW- 910_21	LF			
4d	126-150	HW- 910_21	LF			
		·	Miscellaneous Items			
5	Span Section Type II	HW- 910_24	ea.			
6	Span Section Type III	HW- 910_24	ea.			
12	Type I Anchorage	HW- 911_01	ea.			
13	Type II Anchorage	HW- 911_01	ea.			

EXCEPTIONS: All bidders must	list below any and all exce	eptions to the attached	specifications:
RECEIPT OF ADDENDUM			
SIGNATURE		DATE	

The bidder certifies that his bid is made independently without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of his bid have not been disclosed to anyone other than his employees, agents or sureties prior to the official bid opening.

The bidder, by submittal of this bid, agrees with the Town that the amount of bid security deposited with this bid (if required) fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Legal Company Name	
Signature of Authorized Representative	
Title of Authorized Representative	
Business Address	
City, State and Zip Code	
Telephone Number	
Email	
D	
Date	

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.

INDEMNIFICATION CERTIFICATE

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town of Southbury, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of Southbury. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefits acts.

Contractor	
Signature of Authorized Representative	
Title of Authorized Representative	
Business Address	
Date	

NOTICE TO CONTRACTORS — CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

The Town of Southbury has amended its Code of Ethics/Conflict of Interest Ordinance to become effective on February 28, 2017 and is included in this package. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

ORDINANCE RECEIVED BY

I have **read** the above Code of Ethics/Conflict of Interest Ordinance, and agree to abide by its terms.

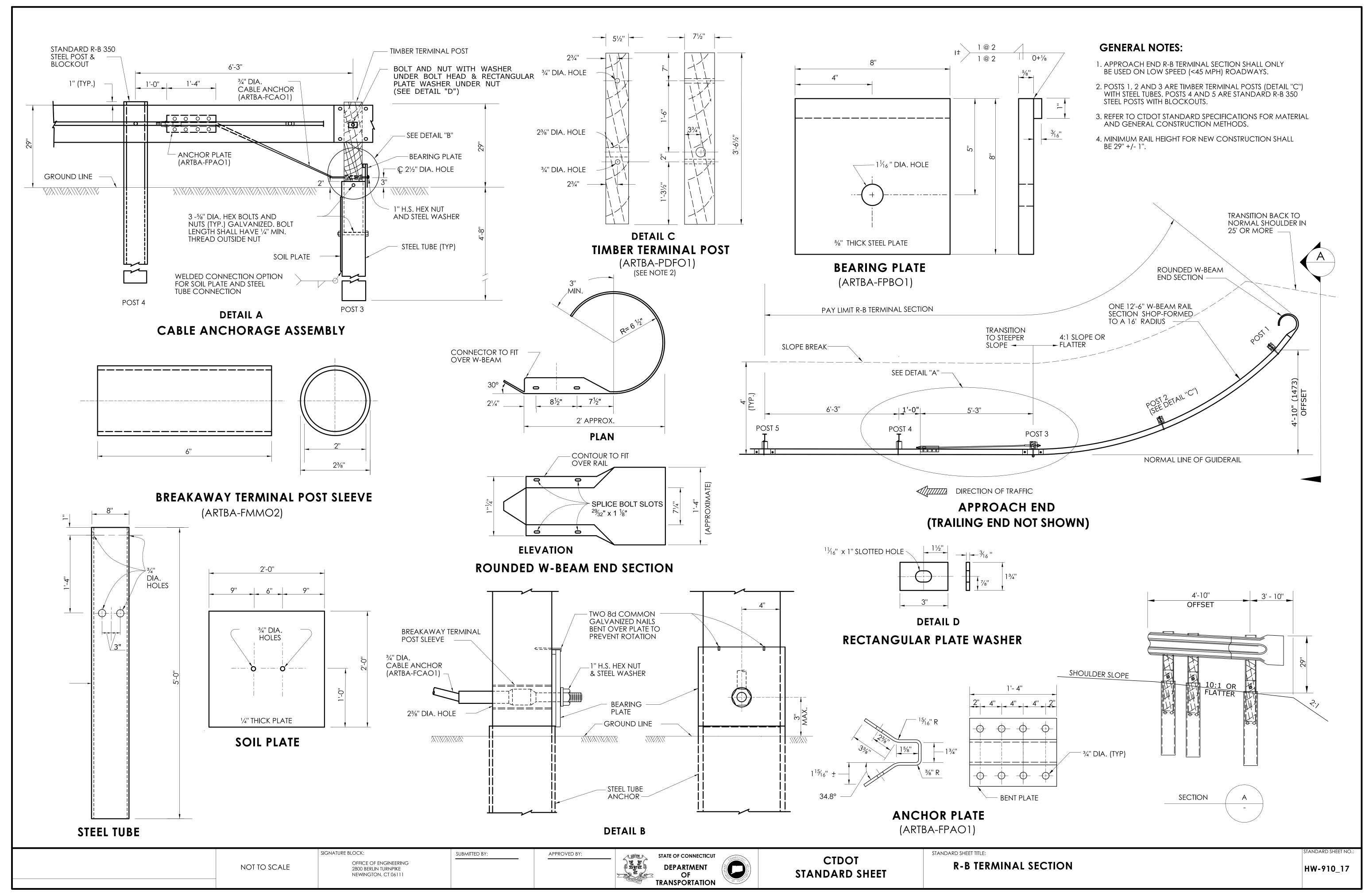
OTEN THE TELEPLE	1,200		
Print Name			
Signature			
Date			

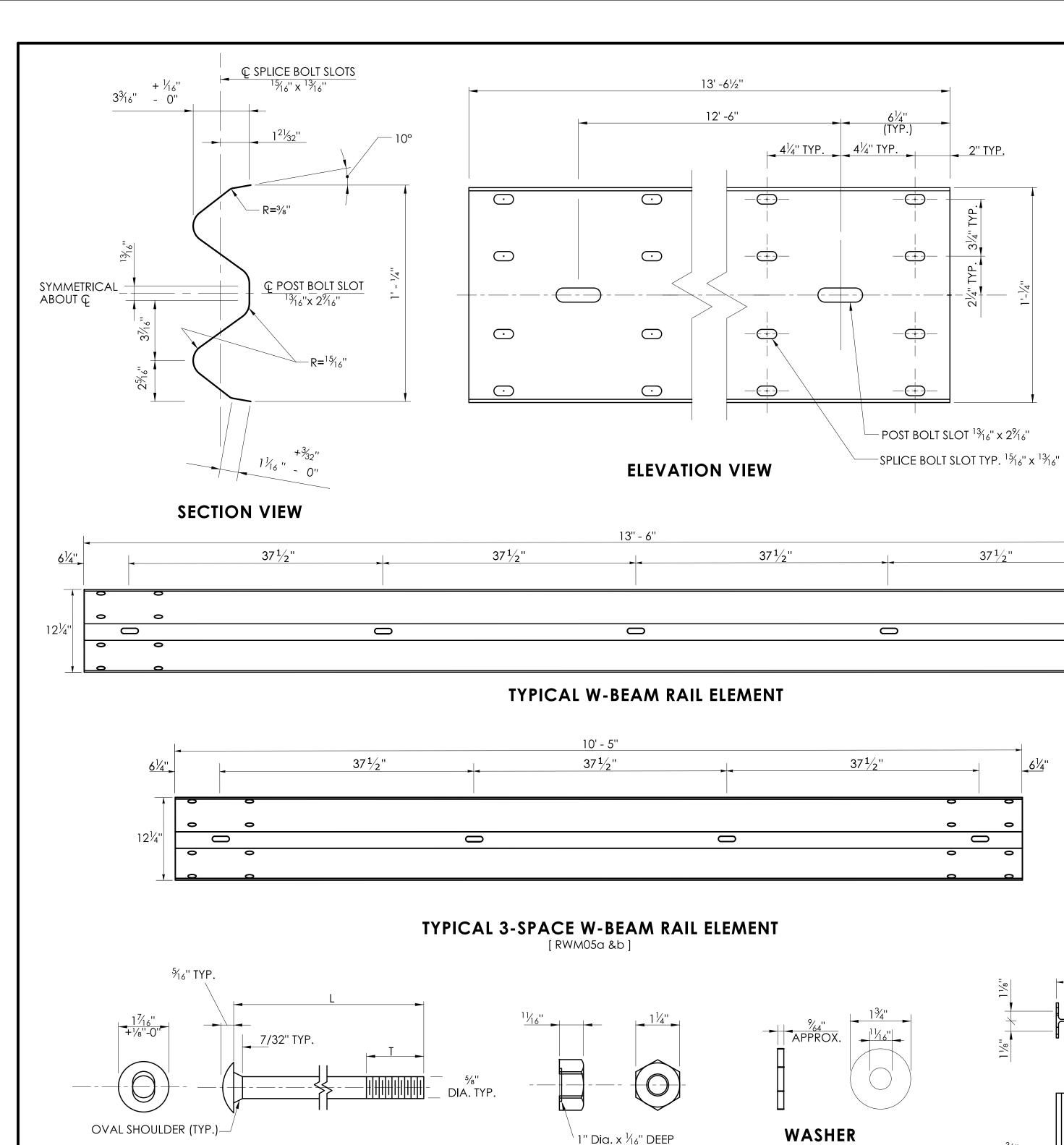
REFERENCES

The Bidder is required to complete the following form to allow the Town of Southbury to make inquiries and judgment as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. 2.	<i>y</i>			
	a.	Name		
		Address		
		Contact		
		Email		
		Phone		
	b.	Name		
		Address		
		Contact		
		Email		
		Phone		
	c.	Name		
	C.	Address		
		Contact		
		Email		

Phone





HEX NUT

SUBMITTED BY:

INTENDED USE

POST BOLTS (8" BLOCK OUTS)
POST BOLTS (12" BLOCK OUTS)
POST BOLTS (2-8" BLOCK OUTS)

POST BOLTS (CRT WOOD POST SYSTEM)

SIGNATURE BLOCK:

OFFICE OF ENGINEERING 2800 BERLIN TURNPIKE

NEWINGTON, CT 06111

RAIL SPLICE BOLTS

RUB RAIL BOLTS

5/8" BUTTON HEAD BOLT(S) AND RECESSED NUT(S)

NOTE: AFTER GALVANIZING, THE NUT SHALL BE FREE RUNNING

NOT TO SCALE

ON THE BOLT. DIAMETER SHOWN IS TYPICAL FOR ALL

GUIDERAIL BOLTS. SEE DETAILS ABOVE FOR SPECIFIC

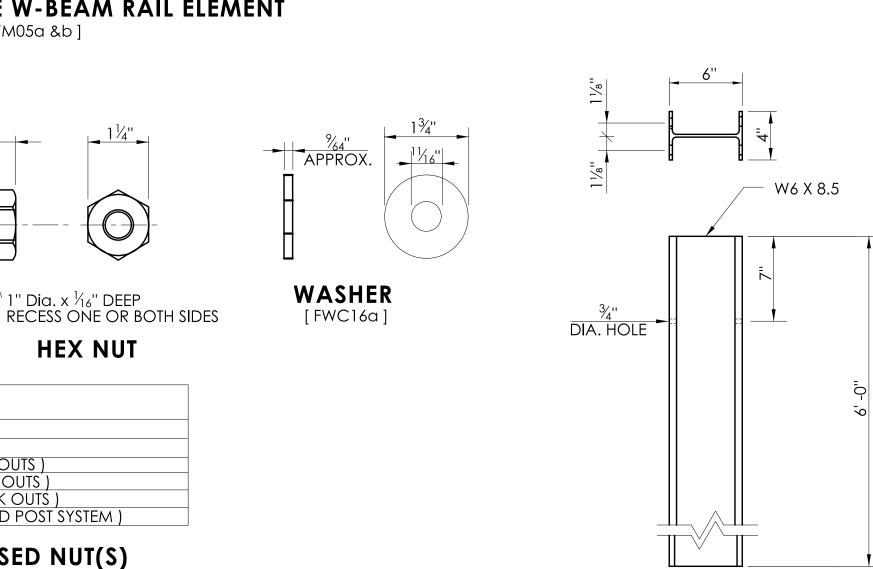
BUTTONHEAD BOLT

LENGTHS.

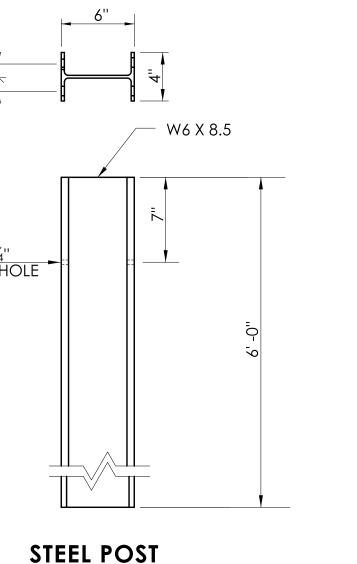
DESIGNATOR

FBB02 FBB03

FBB04



APPROVED BY:



6' - 0" LONG

STATE OF CONNECTICUT

DEPARTMENT

TRANSPORTATION

¾" DIA. HOLE

8" or 12" PLASTIC BLOCKOUT

 $\frac{3}{4}$ " DIA. HOLE-

/ 3½" DIA. HOLE CENTERED IN POST $-3\frac{1}{2}$ " DIA. HOLE CENTERED IN POST CONTROL RELEASE TIMBER (CRT) POST

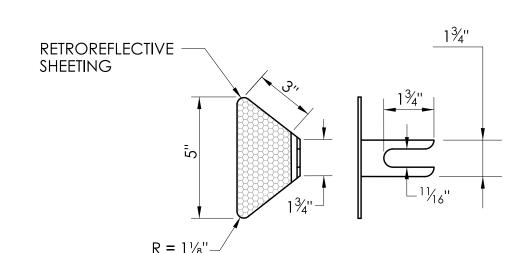
12" WOOD BLOCKOUT

 $rac{3}{4}$ " DIA. HOLE

6' - 0" LONG

GENERAL NOTES:

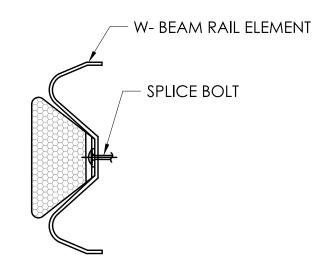
- 1. W6 x 9 POSTS MAY BE USED IN PLACE OF W6 x 8.5 POSTS.
- 2. W-BEAM GUIDERAIL SHALL USE CLASS A (12 GAUGE), TYPE II W-BEAM RAIL ELEMENTS.
- 3. SEVEN FOOT LONG STEEL POSTS (W6 X 8.5) ARE TO BE INSTALLED WHERE INDICATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
- 4. ALL DIMENSIONS SUBJECT TO MANUFACTURING TOLERANCES



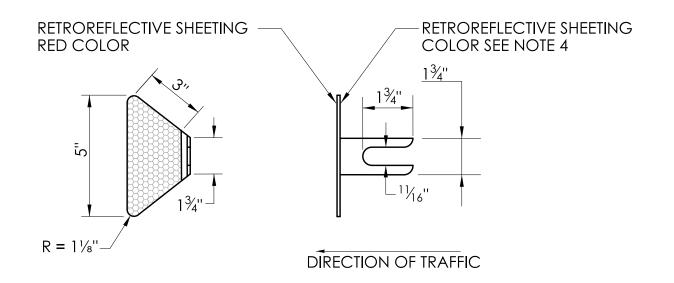
W-BEAM DELINEATOR

INSTALLATION NOTES:

- 1. INSTALL W-BEAM DELINEATORS ON RAIL THAT IS PARALLEL TO AND NOT GREATER THAN 8' FROM THE EDGE OF THE ROADWAY. A MINIMUM OF THREE W-BEAM DELINEATORS SHALL BE INSTALLED ON ANY LENGTH OF GUIDERAIL.
- 2. THE SPACING OF W-BEAM DELINEATORS IS 50 FEET, INSTALLED AT RAIL SPLICE LOCATIONS. SPACING IS 25 FEET ON RADII LESS THAN 300 FEET.
- 3. NO W-BEAM DELINEATORS ARE PERMITTED WITHIN 75 FEET OF THE IMPACT HEAD OF ANY TANGENTIAL OR FLARED IMPACT ATTENUATION SYSTEM.
- 4. RETROREFLECTIVE SHEETING SHALL BE WHITE EXCEPT ON THE LEFT SIDE OF DIVIDED STREETS, HIGHWAYS, RAMPS, AND ONE WAY ROADS IN THE DIRECTION OF TRAVEL WHERE IT SHALL BE YELLOW.
- 5. FOR HIGHWAY OFF RAMP, INSTALL W-BEAM DOUBLE SIDED DELINEATORS ACCORDING TO INSTALLATION REQUIREMENTS STATED BELOW FOR W-BEAM DOUBLE SIDED DELINEATORS.



W-BEAM DELINEATOR INSTALLATION



W-BEAM DOUBLE SIDED DELINEATOR FOR HIGHWAY OFF RAMPS

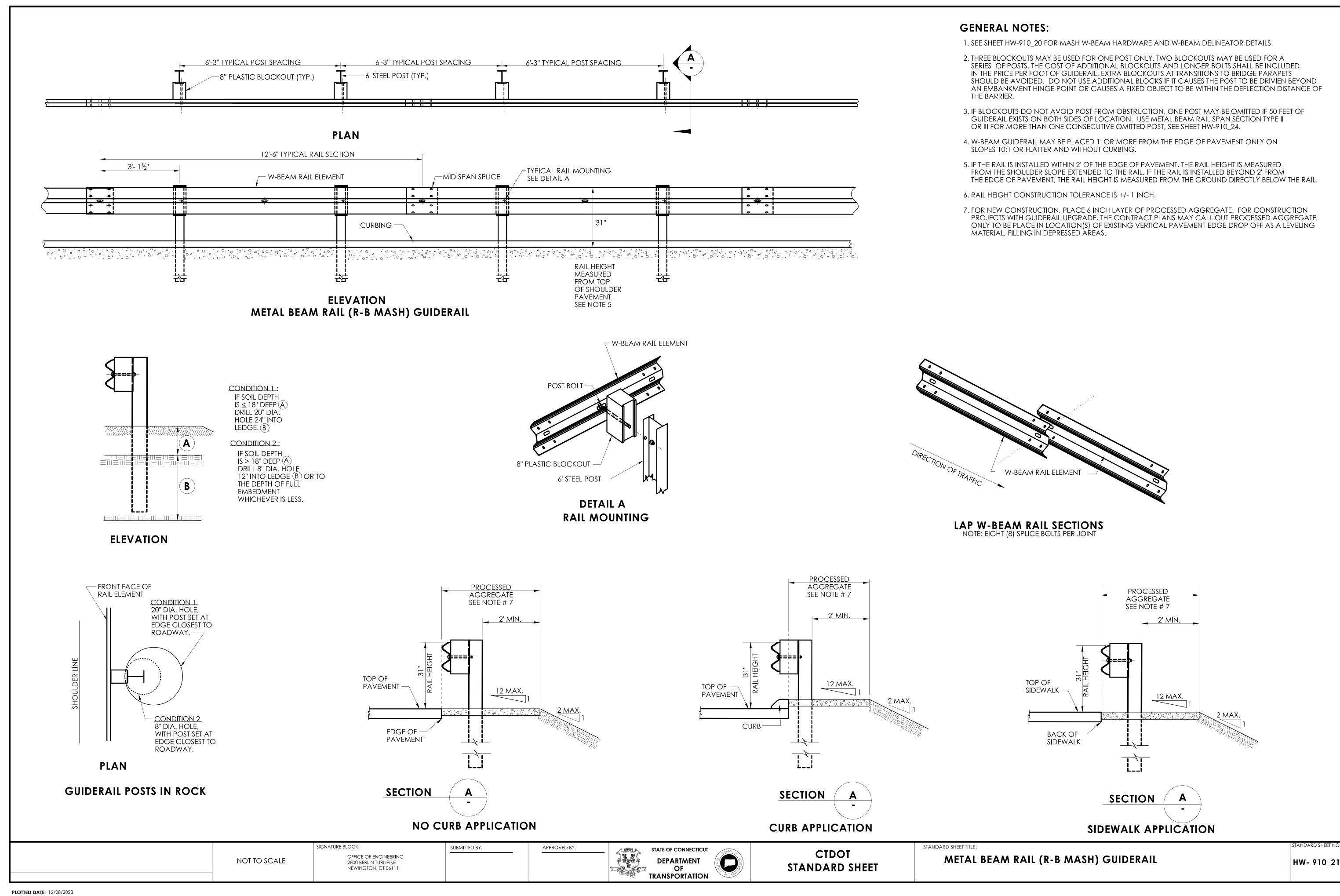
INSTALLATION NOTES:

- 1. INSTALL W-BEAM DOUBLE SIDED DELINEATORS ON HIGHWAY OFF RAMP'S W-BEAM GUIDERAIL BETWEEN THE PAINTED TRAFFIC STOP LINE TO THE FARTHEST "WRONG WAY" SIGNS FROM THE INTERSECTION.
- 2. INSTALL THE W-BEAM DOUBLE SIDED DELINEATORS AT 6'-3" SPACING.
- 3. NO W-BEAM DOUBLE SIDED DELINEATORS ARE PERMITTED WITHIN 75 FEET OF THE IMPACT HEAD OF ANY TANGENTIAL OR FLARED IMPACT ATTENUATION SYSTEM.
- 4. RETROREFLECTIVE SHEETING COLOR SHALL BE RED ON BACKSIDE (NOT FACING NORMAL DIRECTION OF TRAFFIC) WITH FRONT SIDE HAVING WHITE EXCEPT ON THE LEFT SIDE OF RAMPS, WHERE IT SHALL BE YELLOW.

STANDARD SHEET TITLE: CTDOT

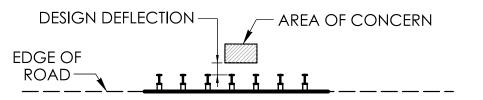
STANDARD SHEET

HW- 910_20



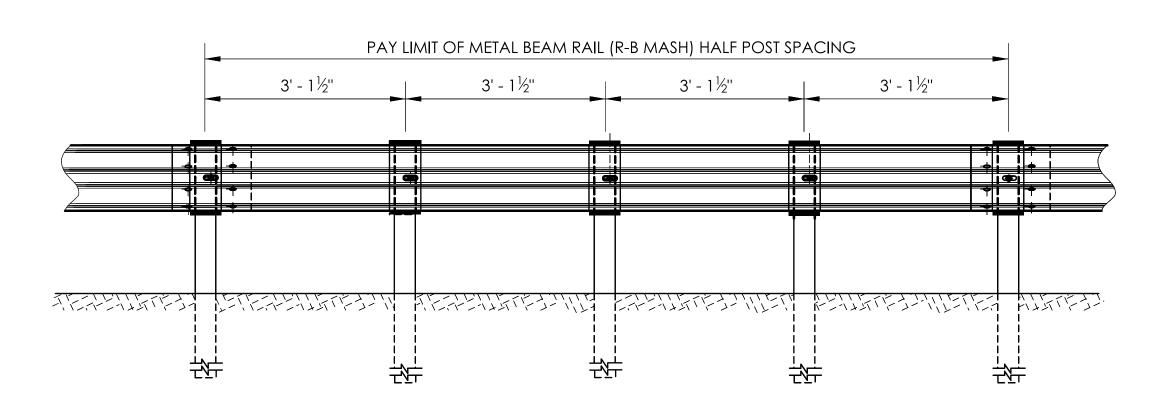
GENERAL NOTES:

- 1. SEE SHEET HW-910_20 FOR HARDWARE AND W-BEAM DELINEATOR DETAILS.
- 2. W-BEAM DELINEATOR MAY BE INSTALLED AT POST BOLT CONNECTION TO MAINTAIN APPROPRIATE DELINEATOR SPACING.

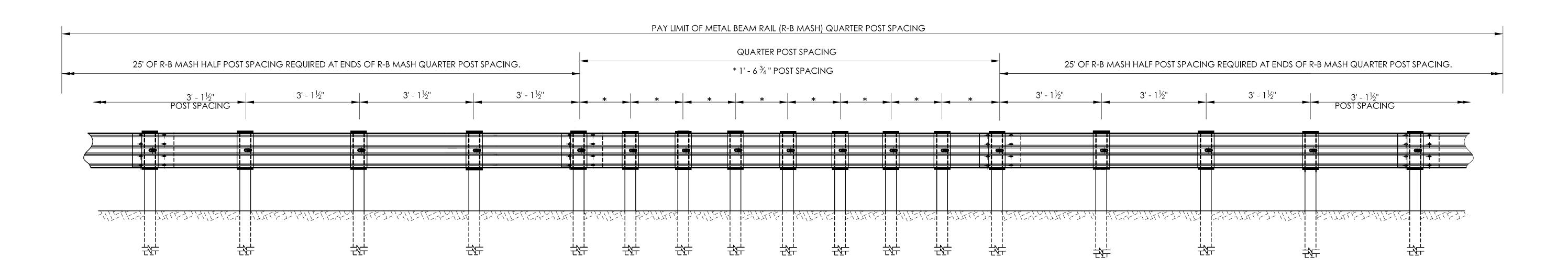


POST SPACING	DESIGN DEFLECTION
Standard (6' - 3'')	4' - 3''
HALF POST (3' - 1½")	2' - 8''
Quarter Post $(1' - 6\frac{3}{4}")$	1' - 10''
·	

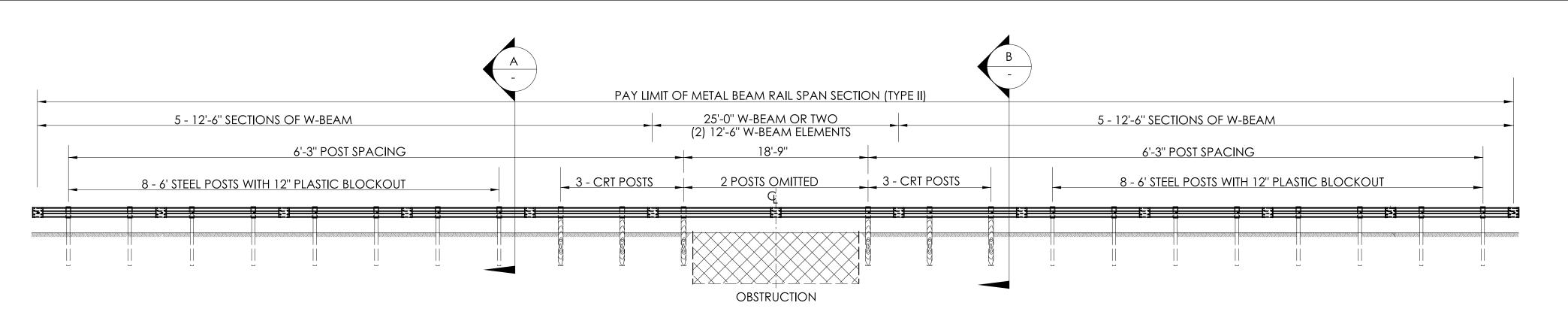
TABLE 1



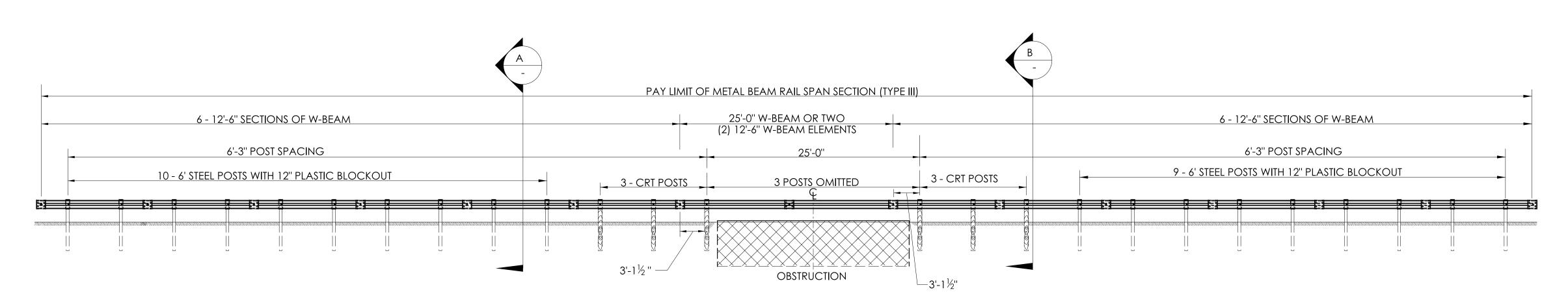
METAL BEAM RAIL (R-B MASH) HALF POST SPACING



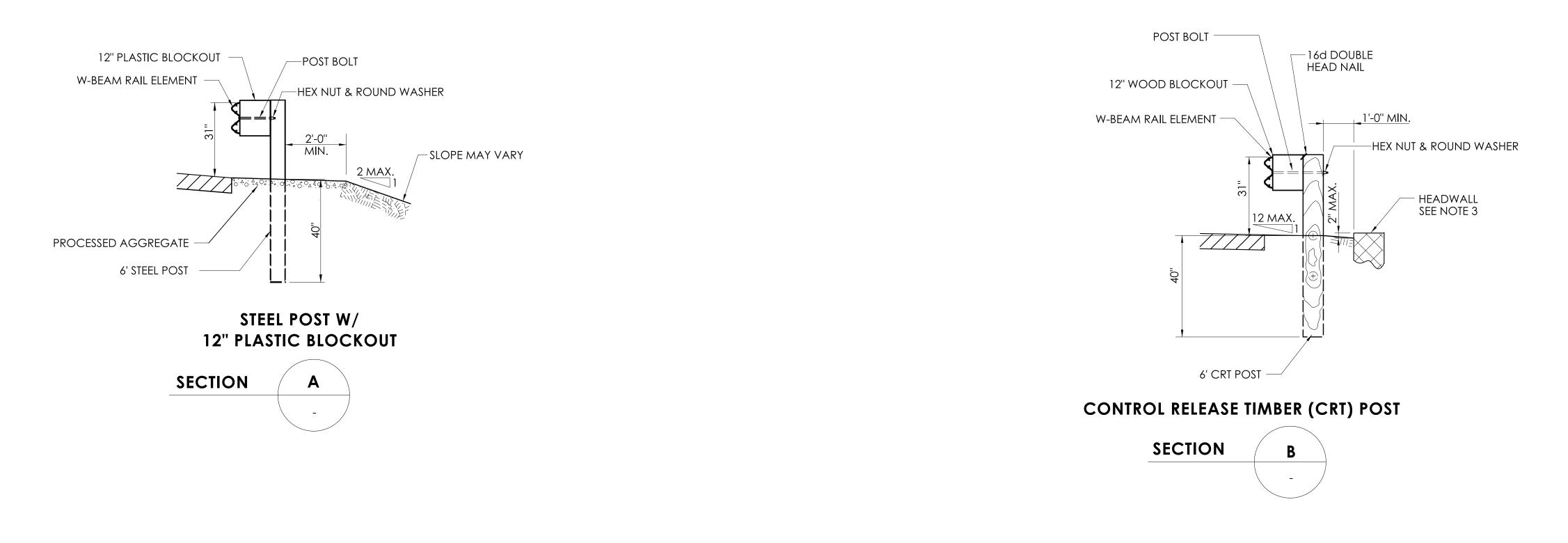
METAL BEAM RAIL (R-B MASH) QUARTER POST SPACING



METAL BEAM RAIL SPAN SECTION TYPE II



METAL BEAM RAIL SPAN SECTION TYPE III



STATE OF CONNECTICUT

DEPARTMENT
OF
TRANSPORTATION

CTDOT

STANDARD SHEET

GENERAL NOTES:

2. INSTALL SYSTEM TANGENTIALLY.

ANY CURB TYPE.

OF THE HEADWALL.

HW-910_21.

METAL BEAM RAIL SPAN SECTION TYPES II AND III GUIDERAIL

HW- 910_24

1. THIS SYSTEM IS NOT FOR USE IN-CONJUNCTION WITH

3. FINISHED GRADE TO BE WITHIN 2" FROM THE TOP

4. LAP W-BEAM RAIL SECTIONS IN ACCORDANCE WITH

SIGNATURE BLOCK:

NOT TO SCALE

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NEWINGTON, CT 06111

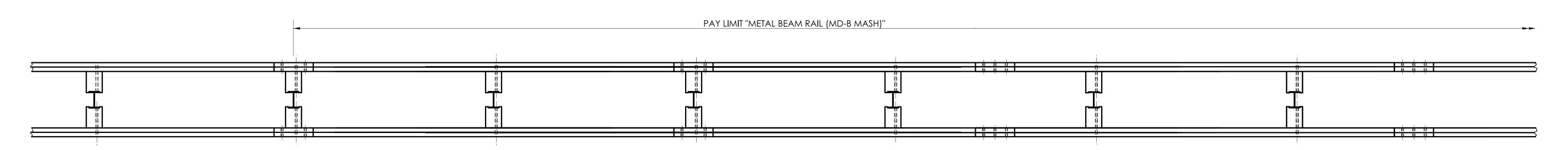
SUBMITTED BY:

APPROVED BY:

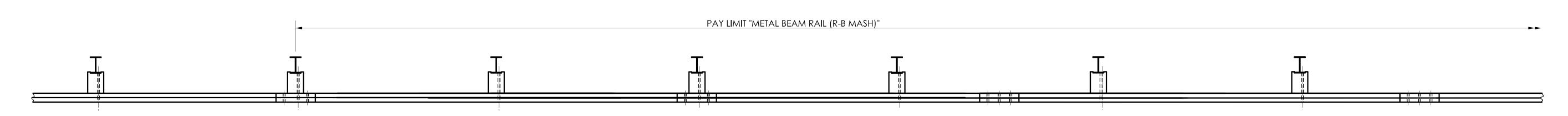


1. SEE SHEET HW-910_20 FOR HARDWARE AND W-BEAM DELINEATOR DETAILS.

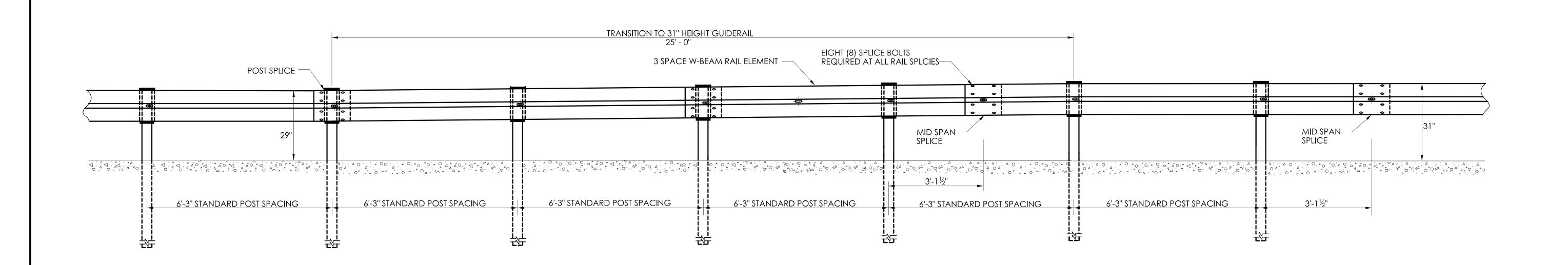
2. NO POST(S) SHALL BE OMITTED WITHIN THE LENGTH OF GUIDERAIL TRANSITION.



PLAN
METAL BEAM RAIL MD-B 350 TRANSITION TO METAL BEAM RAIL MD-B MASH



PLAN
METAL BEAM RAIL R-B 350 TRANSITION TO METAL BEAM RAIL R-B MASH



ELEVATION

NOT TO SCALE

