

# **CONTRACT DOCUMENTS**

FOR

## **REPLACEMENT OF QUARRY ROAD BRIDGE NO. 139011 SUFFIELD, CONNECTICUT**

PREPARED FOR

**Town of Suffield  
83 Mountain Road  
Suffield, Connecticut 06078**

**March 2025**

**Barton  
& Loguidice**

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Glastonbury, CT 06033  
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**TAB A**

Invitation to Bid



**INVITATION TO BID**  
**REPLACEMENT OF QUARRY ROAD BRIDGE NO. 139011**

The Town of Suffield, Connecticut is soliciting sealed bids for The Replacement of Quarry Road Bridge No. 139011.

This project generally consists of the complete replacement of the existing bridge. The bridge includes a steel stringer and concrete deck superstructure supported on stone masonry abutment walls. The new structure is twin precast concrete box culverts with precast concrete wingwalls. The work also includes roadway reconstruction, placement of metal beam rail, bridge rail, associated regrading and turf restoration, riprap installation, temporary water handling, traffic control and other miscellaneous site work. The work described above includes furnishing, installing and incorporating all materials and equipment into the project as well as performing or providing all labor, supervision, equipment and services unless otherwise noted within the bid documents for the lump sum base bid.

A mandatory pre-bid meeting will be held at the site on Thursday, March 20, 2025 at 10:00 a.m.

Sealed bids will be received by the Office of the First Selectman at the Suffield Town Hall, 83 Mountain Road, Suffield, CT, 06078, until 2:00 PM prevailing time on **Thursday, April 3, 2025** when they will be opened publicly and read aloud. No Bidder may withdraw his bid for a period of sixty (60) days after the date of bid opening.

The Contract Documents, including specifications and drawings, may be obtained on the Town's website, [www.suffieldct.gov](http://www.suffieldct.gov) at the Public Works & Highway Department under the Capital Projects, RFPs & Bids tab, no log in information is necessary. A satisfactory Bid Bond in an amount equal to five (5%) of the base Bid, shall be submitted with each bid. The Bid Bond shall be made payable to the Town of Suffield and shall be properly executed by the Bidder and acceptable sureties. All bonds must be from sureties registered in the State of Connecticut.

This contract is subject to State Contract Compliance requirements, including non-discrimination statutes and set-aside requirements. See CHRO Requirements in Contract Documents.

The award of a Contract, if awarded, will be to a responsible and qualified bidder, provided that the bid is reasonable and that it is in the best interest of the Town of Suffield to accept such bid. The Town reserves the right to accept or reject any or all Bids, or waive any technicality in any Bid or part thereof, if deemed to be in the best interest of the Town of Suffield.

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Colin Moll  
First Selectman  
Purchasing Authority



**TAB B**

Instructions to Bidders



## INSTRUCTIONS TO BIDDERS

### 1. PROJECT DESCRIPTION:

The Town of Suffield, Connecticut is soliciting sealed bids for The Replacement of Quarry Road Bridge No. 139011. This project consists of all necessary work to complete improvements as described on the Contract Plans and Specifications for the lump sum base bid.

This project generally consists of the complete replacement of the existing bridge. The bridge includes a steel stringer and concrete deck superstructure supported on stone masonry abutment walls. The new structure is twin precast concrete box culverts with precast concrete wingwalls. The work also includes roadway reconstruction, placement of metal beam rail, associated regrading and turf restoration, riprap installation, temporary water handling and other miscellaneous site work as shown on the plans or directed by the Owner.

### 2. GENERAL:

Sealed bids will be received by the Office of the First Selectman at the Suffield Town Hall, 83 Mountain Road, Suffield, CT, 06078, until 2:00 PM prevailing time on **Thursday, April 3, 2025** when they will be opened publicly and read aloud. No Bidder may withdraw his bid for a period of sixty (60) days after the date of bid opening.

### 3. CONTRACT DOCUMENTS:

These Contract Documents include a complete set of Bidding Forms to be used by the bidder. Division II Construction Details and Division III Materials Section in the State of Connecticut Department of Transportation (CTDOT) Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, dated 2024 (including all supplements) which are incorporated herein and are referred to herein after as "Form 819," which is part of the contract, may be found electronically at the CT DOT website.

### 4. BIDS:

Bids shall be enclosed in a sealed envelope clearly marked "**SEALED BID – TOWN OF SUFFIELD – REPLACEMENT OF QUARRY ROAD BRIDGE NO. 139011**" along with the name of bidder organization, date and time of bid opening in order to guard against premature opening of the bid.

All bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including "Instruction to Bidders". All bids must be regular in every respect; no interlineations, ditto marks, excisions or special conditions shall be made or included in the bid form by the bidder organization.

The Owner may consider as irregular any bid on which there are any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind and, at its option, may reject same. The blank spaces in the bid must be filled in correctly where indicated for each and every item for which a quantity is given typed or printed in ink. If any price is omitted, the bid may be rejected. The Bidder shall sign his bid correctly. If the bid is

made by an individual, his name and post office address must be shown. If made by a firm, partnership, or by a corporation, the bid must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and also must show the post office address of the firm, partnership or corporation.

A Non-Collusion Affidavit shall be completed and returned with the submitted bid. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such Bidder is interested. Bids in which the prices are obviously unbalanced may be rejected.

Failure to return the following completed forms and information with the bid proposal(s) will disqualify the Contractor's bid:

1. Bidder Contract Compliance Monitoring Report, in accordance with part 14 of this section and Tab I.
2. Non-Collusion Affidavit
3. Bid Security
4. Bidders Qualification Statement, in accordance with part 7 of this section.
5. Suffield Ethics Commission Acknowledgement/Commitment Form

#### **5. ADDENDA & INTERPRETATIONS:**

Any request from a prospective Bidder for interpretation of meaning of Contract Drawings, Specifications or other Contract Documents shall be made in writing to Kim Fletcher, Managing Engineer, Barton and Loguidice LLC. To be given consideration, such requests must be received at least five (5) days prior to date fixed for opening of proposals. Such requests may be sent via e-mail to [kfletcher@bartonandloguidice.com](mailto:kfletcher@bartonandloguidice.com). Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of the Contract. Not later than two (2) days prior to date fixed for opening of proposals, Addenda will be posted to the town's website [www.suffieldct.gov](http://www.suffieldct.gov) where the project documents are located. It is the responsibility of the bidder to verify that all addenda have been received and incorporated into the submitted bid. Failure of any Bidder to receive any such addenda shall not relieve Bidder from any obligations under his proposal as submitted. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### **6. SITE CONDITIONS:**

All information on the Drawings or in the contract Documents relating to subsurface conditions, utilities, and other structures is from best sources available at present to the Owner. All such information and drawings of existing construction are furnished only for the information and convenience of Bidders.

At the date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract; has satisfied himself as to actual conditions, requirements and quantities of work; has considered federal, state and local laws and regulations that may affect cost, progress, performance or furnishing the Work; and has read and become thoroughly familiar with Contract Documents including Contract Drawings, Specifications, Addenda, and documents referenced therein.

The Owner and the Engineer assume no responsibility whatsoever with respect to ascertaining for the Contractor any facts concerning physical characteristics at the site of the project.

A mandatory pre-bid meeting will be held at the site on Thursday, March 20, 2025 at 10:00 a.m.

## **7. BIDDER'S QUALIFICATIONS:**

Each bid must include the Bidder's Qualification Statement form as well as contain evidence of Bidder's qualification to do business in the State of Connecticut or covenant to obtain such qualification prior to award of the contract. All bidders shall provide information with their bids demonstrating their qualifications to perform the work. At a minimum, each bidder must provide the following information:

- Evidence of Bidder's qualification to business in the State of Connecticut as well as copies of all required professional licenses.
- A list of present commitments or obligations that may delay the work.
- A list of the major tasks to be completed on the job as well as who will be performing each task (i.e. your company or a subcontractor). If a subcontractor will be utilized, please identify their name.
- A list of relevant project experience demonstrating ability to complete job within the time required and within the established budget. A minimum of four or five references and project owner's primary contact from construction projects completed in the last four years (note: projects shall be competitively bid). Preference is for projects of similar size and scope to this, with minimum contract value of \$250,000. Please also provide the original contract value (at time of contract signing) and final contract value (upon project completion), including all change orders.

The Owner shall make such investigation as deemed necessary to determine the ability of the Bidder to discharge his Contract. After bid opening, Bidder shall be prepared to furnish the Owner with all written evidence as may be required for this purpose (e.g., financial data, previous experience, present commitments) within five (5) days after Owner requests such evidence.

Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the Bidder cannot show that he has the necessary capital and experience, and owns, controls, or can procure the necessary plant to commence and complete the work at the rate or time specified, and that he is not already obligated for the

performance of other work which would delay the commencement, prosecution, or completion of the work.

#### **8. MODIFICATION:**

Any Bidder may modify his Bid at any time prior to the scheduled closing time for receipt of Bids, by submitting an appropriate document duly executed in a manner that Bid must be executed and delivered to the place where Bids are to be submitted. After opening of Bids, no Bidder may withdraw his proposal for a period of sixty (60) days. Owner may, in its sole discretion, release any Bid prior to that date.

#### **9. RIGHT TO REJECT BID:**

The Owner reserves the right to reject any or all bids. Any bid which contains any omissions, alterations of form, additions or alternates not called for, erasures or corrections, or any irregularities may be disregarded or rejected as improper except that the Town may waive any defects or irregularities. Any proposals that are submitted or received after the scheduled closing time for receipt of proposals will be rejected.

#### **10. TIME OF COMPLETION & LIQUIDATED DAMAGES:**

The Bidder must agree to fully complete all work within the number of consecutive calendar days of the issuance of the Notice to Proceed set forth in the Agreement. The Bidder must agree also to pay as liquidated damages the sum set forth in the Agreement for each consecutive calendar day thereafter.

#### **11. AWARD OF CONTRACTS:**

If the Contract(s) is (are) awarded, Owner will give successful Bidder(s) a Notice of Award within forty five (45) days after the day of Bid opening. The successful Bidder(s) shall then execute and deliver to the Owner, within ten (10) days after notification of the award, the executed Agreement, Final Certificate of Insurance, Performance Bond, Payment Bond on forms provided by the Owner. If a successful Bidder fails to comply with the requirements of these documents within ten (10) days of receiving said Notice, that Bidder shall forfeit Bid Security and, at the option of the Owner, the Award may become null and void. The Owner may then proceed to Award the Contract(s) to another of the Bidders.

Nonresident contractors shall comply with the State of Connecticut Department of Revenue Services (DRS) Special Notice SN 2012(2) 2011 Legislative Changes to the Procedures Governing Nonresident Contractors.

#### **12. BID SECURITY:**

Each Bid must be accompanied by a surety bond in the amount of 5% of the total of the Bid with the forms supplied by the Owner. Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned.

The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after Bid opening, whereupon the Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days of Bid opening.

### **13. SCHEDULE OF VALUES:**

The apparent successful Bidder must submit, prior to the execution of an Agreement, a preliminary schedule of values for all of the Work. The preliminary schedule of values must be submitted after Bidding by the apparent low Bidder, and the schedule of values must be deemed acceptable by the Engineer, before the Agreement is executed.

### **14. SECURITY FOR FAITHFUL PERFORMANCE:**

In addition to the Agreement, a successful Bidder shall also provide, within the time stipulated, a Construction Performance Bond by a company satisfactory to the Owner in an amount equal to One Hundred Percent (100%) of Estimated Total Contract Price recorded in the Proposal section of the Contract as executed, and a Construction Payment Bond in like amount will be required from the successful Bidder for faithful performance of the Contract.

### **15. COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) CONTRACT COMPLIANCE (See Tab H):**

The Contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

**All bidders must complete, sign, and return the “CHRO Bidder Contract Compliance Monitoring Report” form to the grantee at the time of bid opening. Bids not including this form should be considered incomplete and rejected.** This form is attached, and can also be found at: [Contract Compliance Forms and Reports](#)

### **16. FAILURE TO EXECUTE CONTRACT:**

If the successful bidder fails to execute the contract with the Town within twenty (20) days after the mailing of the Notice of Award of the Contract, then the successful bidder shall be deemed to have refused to enter into the contract and to

have waived all claims to the work. The Town shall then have the right to contract with the next acceptable bidder to perform the work under this project.

**17. TOWN ORDINANCES:**

The submission of a bid shall constitute an acceptance of the terms and conditions of all ordinances and regulations of the Town to the extent they are applicable. A contract award in response to such bid shall be deemed to incorporate all such ordinances and regulations.

**18. CODE OF ETHICS:**

Successful bidder agrees that this contract or purchase order and the actions of the Successful bidder are subject to the provisions of the Suffield Code of Ethics as contained in the Town Ordinances. Should the successful bidder be found by the Suffield Ethics Commission to have violated the Code, the Town may terminate this contract and take such other action as the Town may have at law or in equity. The Successful bidder shall incorporate the above paragraphs into any sub-contracts or purchase orders. Successful bidder's signature on this contract acknowledges receipt and review of the Suffield Code of Ethics. Successful bidder shall be responsible for disclosing interests and relationships that could be perceived as a possible conflict of interest under the Suffield Code of Ethics. All bidders are obligated to sign and return the Suffield Ethics Acknowledgement/Commitment Form (attached) as part of the bid.

**TAB C**

Forms

Bid Proposal

Bidder Contract Compliance Monitoring Report

Non-Collusion Affidavit of Bidder

Bid Bond

Qualifications Statement

Ethics Commission Commitment Form

Agreement

Performance Bond

Payment Bond

State of CT Certificate of Compliance with CT General Statute Section 31 – 57b

Suffield Conservation Commission Contractor's Compliance Statement

Suffield Conservation Commission Start Work Notice

USACE General Permit Work-Start Notification Form



**BID PROPOSAL**



## BID PROPOSAL

### PROJECT IDENTIFICATION:

Replacement of Quarry Road Bridge

### THIS BID IS SUBMITTED TO:

Town of Suffield Town Hall  
First Selectman's Office  
83 Mountain Road  
Suffield, Connecticut 06078  
Attention: Mr. Colin Moll, First Selectman

The Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged (List Addenda by Addendum Number and Date):

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2. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
3. Bidder has examined and carefully studied the Contract Documents including the Commission on Human Rights and Opportunities (CHRO) Contract Compliance requirements.
4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.
5. Bidder has carefully studied all reports and explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or

relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Utilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs related thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of the Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

6. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
7. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
9. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
10. Bidder is to write his lump sum price Bid in words and in figures in the blank spaces provided under BASE BID – SITE WORK- LUMP SUM.

The Bidder is advised that the description below is only a summary. The unit price or lump sum bid shall include all of the items as specified in detail in the contract

documents. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**A. BASE BID– SITE WORK - LUMP SUM**

Bidder will provide all materials, tools and labor to complete the replacement of the existing bridge with new precast concrete box culverts and precast wingwalls. Also included is the installation of pre-cast concrete headwalls, roadway reconstruction, placement of bridge rail, metal beam rail, associated regrading and turf restoration and other miscellaneous site work. The work described above includes furnishing, installing and incorporating all materials and equipment into the project as well as performing or providing all labor, supervision, equipment and services as depicted on the Contract Plans. **Note: See the General Plan (sheet 3) for the estimated limits of “Sheet Piling left in Place” that is included in the Base Bid Lump Sum price.** This work will be completed for the following BASE BID LUMP SUM price:

\_\_\_\_\_ Dollars (*in words*)

\$ \_\_\_\_\_  
(*in numbers*)

The undersigned affirms that the above lump sum prices represents the entire cost per plans, specifications, addenda, including all labor, materials, tools, equipment, overhead, profit and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project.

**UNIT ADJUSTMENT:**

The item Sheet Piling Left-in-Place quantity may change based on the final approved submitted design. For any increases or decreases to the item, the prices shown below (for items complete, in-place and ready for service) will be used to adjust the Contract Price by Change Order:

ITEM	DESCRIPTION	UNIT FOR ADJUSTMENT	ADJUSTMENT PRICE PER UNIT
1.	<b>SHEET PILING LEFT-IN-PLACE</b>	Square Foot (SF)	\$ _____ ( <i>in numbers</i> )

11. The Bidder is listed as a Prequalified Construction Firm with the State of Connecticut Department of Transportation? ***(Please circle one)***

**YES / NO**

12. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

13. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

14. The following documents are attached to and made a part of this Bid:

Required Bid Security in the form of \_\_\_\_\_

15. Communications concerning this Bid shall be addressed to the address of Bidder below.

16. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the same meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on: \_\_\_\_\_, 2025 *(Seal – if Bid by Corporation)*

By: \_\_\_\_\_ Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SEAL – if Bid is by a Corporation

The undersigned affirms that the above lump sum price represents the entire cost per plans, specifications, addenda, including all labor, materials, tools, equipment, overhead, profit and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project.

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**



**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n.](#)” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

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INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART 1 – Bidder Information**

<p>Company Name: Street Address: City &amp; State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

**PART II - Bidder Nondiscrimination Policies and Procedures**

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**NON-COLLUSION AFFIDAVIT OF BIDDER**







**BID BOND**



# BID BOND

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

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BIDDER (Name and Address):

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

OWNER (Name and Address):

## BID

Bid Due Date:

Project (Brief Description Including Location):

## BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

\_\_\_\_\_ )  
(Words)

\_\_\_\_\_ )  
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal  
)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

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

## **QUALIFICATIONS STATEMENT**



**BIDDER'S QUALIFICATION STATEMENT**

All bidders are required to complete this form properly and submit it with their proposal. Failure of a bidder to answer any question or provide required information in sufficient detail or providing incorrect or false information may result in bid rejection. *(Use back of sheet if necessary for add'l space)*

1. State the exact organization name, address, telephone: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. State the type of organization (Corporation, Partnership, Sole Proprietorship, Other):

\_\_\_\_\_

3. State the number of years this organization has been in business under present name: \_\_\_\_\_

4. State the number of years this organization has been in business as a General Contractor: \_\_\_\_\_

5. If organization has not always been a General Contractor, list the trade(s) customarily performed prior to becoming a General Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If organization has not always been under present name, list all other names by which the organization has been known and associated length of time:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. List all licenses (description and number) held by the organization:

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8. Has the organization ever failed to complete a contract, or has any officer or partner of the organization ever been an officer or partner of another organization that failed to complete a contract (Yes/No)? If yes, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

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9. List all legal or administrative proceedings currently pending or concluded within the last five years which relate to procurement or performance of any public or private construction contract:

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10. List all Occupational Safety and Health Act (OSHA) violations cited within the last five years:

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11. List all present commitments or obligations that may delay the work:

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12. List all major tasks to be completed on the job as well as who will be performing each task (i.e. your company or a subcontractor), if a subcontractor will be utilized, please identify by name:

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13. List five projects and associated references contact information for similar projects performed demonstrating ability to complete job within the time required and within the established budget. Preference is for projects of similar size and scope to this project. Provide project name, address, original contract amount, final contract amount, date completed, owner & reference contact:

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14. List previous relevant construction experience within the past 2 years:

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\_\_\_\_\_  
\_\_\_\_\_

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Name of Organization:

\_\_\_\_\_

Signature: \_\_\_\_\_

(Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

Notary Statement:

Mr./Mrs./Ms. \_\_\_\_\_ being duly sworn

deposes and says that he/she is the \_\_\_\_\_ (Position/Title)  
of

\_\_\_\_\_ (Organization Name),

and that all of the answers and statements contained therein are true and accurate.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_, \_\_\_\_\_

**ETHICS COMMISSION COMMITMENT FORM**



**Suffield Ethics Commission**

**ACKNOWLEDGEMENT/COMMITMENT FORM**

I hereby acknowledge receiving a copy of the Suffield Code of Ethics, dated July 17, 2006, and I hereby commit to exercising my responsibilities, as a part of the town government, commission, agency, or other Suffield official organization, in accordance with the provisions of the Suffield Code of Ethics.

I also understand that this Suffield Ethics Acknowledgement/Commitment Form which I am signing below will be kept in my personnel file or, if not a paid employee, in the Town Clerk's office.

Signed \_\_\_\_\_

Date \_\_\_\_\_



**AGREEMENT**



**AGREEMENT**

BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by  
and between the Town of Suffield (hereinafter called OWNER) and  
\_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth,  
agree as follows:

**Article 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.  
The Work is generally described as follows:

**Replacement of Quarry Road Bridge No. 139011** as described by the specifications and  
shown on the drawings contained therein.

**Article 2. ENGINEER**

The Project has been designed by:

Barton & Loguidice, LLC  
855 Winding Brook Drive  
Glastonbury, Connecticut 06033  
Phone: (860) 633-8770

who is hereinafter called ENGINEER and who is to act as OWNER's representative from time  
to time, assume some duties and responsibilities and have the rights and authority assigned  
to ENGINEER in the Contract Documents in connection with completion of the Work in  
accordance with the Contract Documents. OWNER will perform most of the duties  
associated with processing applications for payments in lieu of ENGINEER.

**Article 3. CONTRACT TIMES**

- 3.1 The Work will be substantially completed within two hundred and eight **(208)**  
consecutive calendar days, starting on the Notice to Proceed date as provided in  
paragraph 2.03 of the General Conditions and as modified by the Supplementary  
Conditions.
- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the  
essence of this Agreement and that OWNER may suffer financial loss if the Work is  
not completed within the times specified in paragraph 3.1 above, plus any

extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars (\$1,000.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER seven hundred fifty dollars (\$750.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**Article 4. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

- 4.1 For all work in accordance with the Contractor’s Bid Proposal and
  - A. BASE BID LUMP SUM:

\_\_\_\_\_

*(in numbers)*

\_\_\_\_\_

*(in words)*

**Article 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER or ENGINEER as provided in the General Conditions and Supplementary Conditions.

- 5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed), or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of

payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

90% of Work completed (with the balance being retainage).

90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2 *Final Payment.* At the end of the One Year Correction Period, the CONTRACTOR shall submit to ENGINEER an Application for Payment of the retainage in accordance with paragraph 14.07 of the General Conditions.

#### **Article 6. INTEREST**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Proposal Documents including "technical data".

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.0.2 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.0.2

of the Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.0.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written solution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages A-1 to A-6, inclusive).
- 8.2 Exhibits to this Agreement (Exhibits A, B, C, D, E, ....).
  - 8.2a Exhibit A – Contractor’s Certificate of Insurance
  - 8.2b Exhibit B – Contractor’s Performance Bond & Payment Bond.
  - 8.2c Exhibit C – Contractor’s Bid

- 8.2d Exhibit D – Bid Addenda (if any....)
- 8.2e Exhibit E – Original Contract Bid Documents.
- 8.3 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.0.4 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.0.4 of the General Conditions.

#### **Article 9. MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement, in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2025, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Town of Suffield \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

**PERFORMANCE BOND**



# PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_

Signature and Title

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

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

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

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

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

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

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

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

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

FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker  
Owner's Representative (engineer or other party)

**PAYMENT BOND**



# PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_

Signature and Title

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

#### 15. DEFINITIONS

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

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

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

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

**Surety Agency or Broker:**

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

**STATE OF CT CERTIFICATE OF COMPLIANCE WITH  
CT GENERAL STATUTE SECTION 31 – 57b**



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

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

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

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

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed: (Corporation Seal)*

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

\_\_\_\_\_

*State of* )  
*County of* ) *ss: A.D., 20* \_\_\_\_\_  
)

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

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

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

\_\_\_\_\_  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires:

\_\_\_\_\_  
*(Notary Public) (Seal)*



**SUFFIELD CONSERVATION COMMISSION CONTRACTOR'S  
COMPLIANCE STATEMENT**



## CONTRACTOR'S COMPLIANCE STATEMENT

As the contractor engaged by \_\_\_\_\_ to perform or subcontract the activity described in Inland Wetland # \_\_\_\_\_, I have read the permit and will comply with all of the conditions contained therein. I further agree to provide written notification five (5) days before the start of site work to the Suffield Conservation Commission. All disturbed earth surfaces will be stabilized with a hay mulch or other suitable ground cover to prevent erosion and sedimentation during and after construction. Additional erosion and sedimentation controls will be implemented as changing field conditions require. I understand that failure to comply fully with each of the conditions of this permit could result in its revocation, penalties, or both.

Name \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**SUFFIELD CONSERVATION COMMISSION START WORK NOTICE**



## START WORK NOTICE

DATE: \_\_\_\_\_

START WORK DATE: \_\_\_\_\_

PERMIT #: \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS & TELEPHONE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMAIL: \_\_\_\_\_

This is to notify the Conservation Commission that construction work will start on \_\_\_\_\_ on the above referenced site.

## SOIL & EROSION CONTROL INSPECTION INFORMATION

The party to contact for Erosion and Sedimentation problems and responsible for paying Erosion and Sedimentation Control Inspection fees is:

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_



**USACE GENERAL PERMIT WORK-START NOTIFICATION FORM  
& COMPLIANCE CERTIFICATION FORM**





US Army Corps of Engineers®  
New England District

**WORK-START NOTIFICATION FORM**  
(Minimum Notice: Two weeks before work begins)

\*\*\*\*\*

EMAIL TO: matthew.r.hackett@usace.army.mil and [cenae-r@usace.army.mil](mailto:cenae-r@usace.army.mil); or

MAIL TO: Matthew Hackett  
Regulatory Division  
U.S. Army Corps of Engineers, New England District  
696 Virginia Road  
Concord, Massachusetts 01742-2751

\*\*\*\*\*

Corps of Engineers Permit No. NAE-2022-02270 was issued to Colin Moll, First Selectman, Town of Suffield, CT. This work is located in the Farmington Canal in an unnamed tributary to Hungary Brook and authorized 2,380 Square feet of discharge of permanent and temporary fill in conjunction to the removal and replacement of bridge No. 139001 on Quarry Road in Suffield, CT.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

**PLEASE PRINT OR TYPE**

Name of Person/Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone & email: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Proposed Work Dates: Start: \_\_\_\_\_ Finish: \_\_\_\_\_

Permittee/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date Permit Issued: \_\_\_\_\_ Date Permit Expires: \_\_\_\_\_

\*\*\*\*\*

**FOR USE BY THE CORPS OF ENGINEERS**

PM: \_\_\_\_\_ Submittals Required: \_\_\_\_\_

Inspection Recommendation: \_\_\_\_\_



**US Army Corps  
of Engineers**®  
New England District

**COMPLIANCE CERTIFICATION FORM**  
(Minimum Notice: Permittee must sign and return notification  
within one month of the completion of work.)

**Permit Number:** NAE-2022-02270

**Project Manager:** Matthew Hackett

**Name of Permittee:** Town of Suffield- Colin Moll

**Permit Issuance Date:** October 30, 2023

Please sign this certification and return it to our office upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

```

*****
* E-MAIL TO: cenae-r@usace.army.mil; or *
* * *
* MAIL TO: Permits and Enforcement Branch B *
* U.S. Army Corps of Engineers, New England District *
* Regulatory Division *
* 696 Virginia Road *
* Concord, Massachusetts 01742-2751 *
*****

```

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

**I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.**

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Work Completion

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Telephone Number

**TAB D**

General Conditions



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

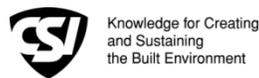
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other

Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

### B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

### D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or

approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

#### *E. Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

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### 2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### 2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

### 2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### 2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract.

Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

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### 4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as

necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

#### C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous

areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

*A. Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### *B. Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further

disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

*A. Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

*B. Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified

in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on

a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the

Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

#### 5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

#### 5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions,

and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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#### 6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

#### 6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

#### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

#### 2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

**B. Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

**C. Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

**D. Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**E. Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

**F. Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 Concerning Subcontractors, Suppliers, and Others

**A.** Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

**B.** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

**C.** Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

#### *D. Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

#### *E. Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

#### *6.18 Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

#### *6.19 Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

#### *6.20 Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 - OTHER WORK AT THE SITE

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### 7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

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### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

### 8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

### 8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

#### 10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK;  
ALLOWANCES; UNIT PRICE WORK

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11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

**B. Costs Excluded:** The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

**C. Contractor's Fee:** When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

**D. Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

### B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

### C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

## 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

### 12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

### 12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

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### 13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### 13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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#### 14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### 14.02 *Progress Payments*

##### A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

##### B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

#### *C. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

#### *D. Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

#### *14.03 Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### *14.04 Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

#### C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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### 15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety ) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 - DISPUTE RESOLUTION

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### 16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 - MISCELLANEOUS

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### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



**TAB E**

Supplementary Conditions



## **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

### **ARTICLE 1 REVISIONS:**

#### **1.01.29 Engineer**

After the word “performed,” add the words “Owner may designate in writing one or more authorized representatives who shall have express authority to bind the Owner with respect to matters requiring Owner’s approval or authorization. The Engineer does not have such authority. The term “Owner” means the Owner, and the Owner’s Authorized Representative. The Owner’s Authorized Representative is not to be confused with the owner’s representative to which Article 9 refers.”

Add the following:

#### **1.01.53 Project Manager**

The person employed by the Town of Suffield on behalf of the owner. All major decisions and determinations required during the work will be made jointly by the owner, and the project manager; and if applicable, the architect/engineer, however, instructions to the contractor are to be from the Owner. If the contractor performs work beyond the scope of the project at the direction or request of any person other than the owner, it will be at his own risk and expense. If this work must be removed or revised, that also will be at the expense of the contractor.

### **ARTICLE 2 REVISIONS:**

#### **2.05 Before Starting Construction**

To Paragraph 2.05.A, after the word “review,” add the words “and Owner’s approval:”

Delete Article 2.05.A.3 and replace with the following new Article 2.05.B.1.:

Documentation submitted by CONTRACTOR prior to execution of Agreement shall include a preliminary schedule of values for all of the Work that includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The approved schedule of values shall follow the format provided in the Bidding Documents.

**2.07 Initial Acceptance of Schedules**

To Paragraph 2.07.A, after the word “Engineer,” in line 4, add the words “and Owner”. And after the word “Engineer” in line 10, add the words “for its review and the Owner’s approval.”

To Paragraph 2.07.A.1, after the word “Engineer,” in line 2, add the words “and Owner”. And after the word “Engineer” in line 4, add the words “and Owner.” And after the word “therefore” in line 8, add “The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. A Contractor’s construction schedule and any and all updates shall be prepared and maintained by the Contractor using the Critical Path Method and shall contain a minimum of 25 activities. The Contractor shall submit its schedules to the Owner and Engineer at regular intervals, not to exceed one month. Each submittal shall include, at a minimum, plots of bar charts showing progress of the Work, Total Float and Critical Paths, in addition to a listing of the supporting data organized in tabular form. The Contractor’s construction schedule updates shall identify the Work completed to date based on completed activities as a percentage of the total Work.”

To Paragraph 2.07.A.2, after the word “Engineer,” in line 2, add the words “and Owner”.

To Paragraph 2.07.A.3, after the word “Engineer,” in line 2, add the words “and Owner”.

**ARTICLE 3 REVISIONS:****3.07 Add the following:**

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Specifications, Drawings. Within the specifications the order of precedence shall be as follows: Special Provisions, Instructions to Bidders, General Conditions, Technical Provisions. Figure dimensions on Drawings shall govern over scale/dimensions, and detailed Drawings shall govern over general Drawings. The Contractor assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the work to be done.

**ARTICLE 4 REVISIONS:****4.01 Availability of Lands**

Add the following:

- D. If the Contractor, by direct negotiation and bargaining with any land owner, lessee or tenant, has secured for himself any right to use more space or greater privileges in the space provided for purposes incidental to the performance of the Contract, he shall, upon request of the Owner's Representative, furnish to the Owner's Representative proper evidence that such additional right have been properly secured and assurance that no damage to or claim upon the Owner will arrive there from. The Owner shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.
- E. If access is provided by means of any road or driveway or through private lands, the Contractor shall permit the regular Owners or users thereof to use the same so far as it is consistent with the construction of the work. If any existing driveway or road is damaged by his use thereof, the Contractor shall at once restore it to as good condition as it would have been had he not used it. The Contractor and those under him using any private road or driveway must assume to use that road or driveway on an "as is" basis and use it at their own risk. Neither the Owner nor the land owner shall be liable for damage to persons or property of the Contractor's forces arising from any defect in such road or driveway, except as such defect may be the consequence of negligence of the Owner or the land owner after the award of the Contract.

#### **4.05 Reference Points**

To Paragraph 4.05.A, after the word "Work," in line 4, add the words "The Contractor shall be entitled to rely on the accuracy of the information furnished by the Owner unless the Contractor has actual knowledge to the contrary."

#### **ARTICLE 5 REVISIONS:**

##### **5.01 Performance, Payment, and Other Bonds**

To Paragraph 5.01.A, add "The Contractor shall deliver the executed, approved bonds to the Owner at the time of execution of this Contract. In the alternative, Contractor shall furnish Owner with an irrevocable, documentary standby letter of credit in the amount of the Contract sum. The letter of credit may be drawn upon by the Owner if a default under the Contract occurs and/or to pay any Liquidated Damages Amount. If the Owner draws on the letter of credit to pay any of the Liquidated Damages amounts, the Contractor shall remain liable for any remaining Liquidated Damages Amount after such draw(s). The letter of credit (a) shall be in a form and by a financial institution reasonably acceptable to the Owner, (b) shall be payable on sight draft, in partial draws, if applicable, to Owner without other conditions except for the beneficiaries certificate that it is entitled to draw thereon, (c) shall not expire prior to Final Completion of the Work, and (d) shall be for an initial term of one (1) year, which term shall be automatically renewable for subsequent one-year terms thereafter, or for an initial term of one (1) year with a provision that the Owner

receive thirty (30) days prior written notice of the termination date of the letter of credit, at which time the Owner may draw on the letter of credit, whether or not a default under the Contract exists, prior to such termination date; provided, however, that such letter of credit shall be returned no later than thirty (30) days following Final Completion of all of the work. The Contractor shall deliver such executed, approved letter of credit to Owner at the time of the execution of this Contract.”

### **5.03 Certificates of Insurance**

To Paragraph 5.03.A, add “Contractor shall also deliver to Owner copies of each of the insurance policies required of Contractor under this Contract, including without limitation, declarations, and any other document evidencing types of coverage, limits of coverage, insureds, and additional insureds.”

### **5.04 Contractor’s Liability Insurance**

Add the following:

- C. The insurance required by Paragraph 5.04 shall be written for not less than amounts set forth below or required by law, whichever coverage is greater. Coverages shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Such coverages shall be maintained by insurance carriers acceptable to Owner and Owner’s lender in all respects.
  1. Workers’ Compensation and Employer’s Liability Insurance: Workers’ Compensation limits shall not be less than those statutorily required by the State of Connecticut and shall include Employers Liability limits of liability of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 policy by disease;
  2. Commercial General Liability Insurance: Limits of liability shall not be less than Two Million dollars (\$2,000,000) per occurrence combined Bodily Injury and Property Damage and Four Million dollars (\$4,000,000) in the aggregate. The limits may be provided through a combination of Primary and Umbrella/Excess Liability policies acceptable to the Owner;
  3. Commercial Automobile Liability Insurance: Limits of liability shall not be less than Two Million dollars (\$2,000,000) per occurrence combined Bodily Injury and Property Damage. The limit may be provided through a combination of Primary and Umbrella/Excess Liability policies acceptable to the Owner;
  4. The Contractor shall, within 30 days of being awarded the contract, provide the Owner with copies of the insurance policies required of it under this contract, each of which names the Town of Suffield and Barton & Loguidice, LLC as additional insureds, with the Town of Suffield as the Certificate Holders. The “Hold Harmless” endorsement of the insurance shall include the interest of the

Town of Suffield. The Contractor and Subcontractors and other interests shall be so named. The policy shall insure against all risks of physical damages except as modified by the Contract Documents and subject to the normal all risk exclusions.

5. The amount of insurance contained in aforementioned insurance coverage shall not be construed to be a limitation of the obligation or liability on the part of the Contractor or any of its subcontractors under the provisions of this Contract or at law.
  6. The aforementioned insurance coverage outlined in this section and any other coverage that Contractor may consider necessary are the Contractor's sole responsibility and any deficiency in coverage or policy limits of the Contractor will be the sole responsibility of the Contractor.
  7. In the event of failure of the Contractor to furnish and maintain the aforementioned insurance and to furnish satisfactory evidence thereof, such failure shall constitute a breach of this Contract and the Owner shall have the right, in addition to any other rights, to immediately cancel and terminate this Contract without any further costs to the Owner or, at the Owner's option, to take out and maintain the same on behalf of the Contractor who agrees to furnish all necessary information relative thereto and to pay the cost thereof to the Owner immediately upon presentation of a bill
- D. Insurance requirements shall also apply to all Subcontractors, and the Contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been obtained.

#### **5.06 Property Insurance**

Delete Paragraph 5.06.A.2, and replace with the following new Paragraph 5.06.A.2: "Property insurance shall be on an "all-risk" form and shall include, without limitation, insurance against earthquake, flood, windstorm, falsework, testing and startup, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss."

To Paragraph 5.06.B, in line 10, delete the words "and shall be listed as an insured or additional insured."

#### **5.07 Waiver of Rights**

To Paragraph 5.07.A, in line 14, delete the words "Owner and", replace the word "waive," with "waives", and after the word "against", add "Owner." From line 15, delete the word "their" and replace with "its". Add "The Contractor shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the Owner. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or

entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.”

Add the following:

- D. Claims for Consequential Damages. Except as otherwise provided in the Contract Documents, the Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 15. Nothing contained in this section 5.07 shall be deemed to preclude an award of liquidated non-consequential damages, when applicable, in accordance with the requirements of the Contract Documents.”

#### ARTICLE 6 REVISIONS:

Add the following:

##### **6.10 Supervision and Superintendence**

To Paragraph 6.01.A, after the phrase “Contract Documents” in line 5, add “in a manner consistent with the degree of care and skill usually exercised by contractors experienced in projects of similar scope and in accordance with the standards of skill and care expected of contractors experienced in projects similar to the Project. Under no circumstances shall the quality and completeness of Work be less than recognized industry standards.”

To Paragraph 6.01.B, add “The Superintendent shall be satisfactory to the Owner and the Owner shall have the right to request Contractor to dismiss from the Project any Superintendent whose performance is not satisfactory to Owner. In the event Owner and Contractor fail to agree as to whether such dismissal is warranted, the Engineer shall make such determination and both parties shall agree to abide by the decision of the Engineer. The Contractor shall not replace the Superintendent without the consent of the Owner, which consent shall not be unreasonably withheld.”

**6.02 Labors; Working Hours**

To Paragraph 6.02.A, after the word "Site" in line 5, add "The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. If the Owner or Engineer has reasonable objection to an employee of the Contractor or any of its Subcontractors, the Contractor must submit an acceptable substitute person or entity to the Owner."

**6.04 Progress Schedule**

To Paragraph 6.04.A.1, after the words "Engineer for", add "review and Owner".

**6.06 Concerning Subcontractors, Suppliers, and Others**

To Paragraph 6.06.A, add "Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection."

To Paragraph 6.06.G, add "Any part of the work performed for the Contractor by a Subcontractor shall be pursuant to a written Subcontract between the Contractor and Subcontractor. Copies of all Subcontractor bids or proposals, and ultimately, subcontracts, shall, upon request of Owner, be submitted to Owner and Engineer."

Add the following:

"H. The Contractor shall obtain lien waivers from Subcontractors and material suppliers upon payment to such parties and shall supply copies of the same to Owner promptly upon receipt thereof. If Contractor fails to comply with the provisions of this Paragraph 6.06.H, and for so long as such failure continues, Owner may make all payments attributable to a Subcontractor or material supplier co-payable to the Contractor and such Subcontractor or material supplier."

**6.08 Permits**

To Paragraph 6.08.A, add "The Contractor will perform and complete the Work in accordance with all requirements of law and with the Contract Documents and no work shall be undertaken until the Contractor has been issued all required permits."

Contractor shall prosecute all work diligently to assure completion no later than the date specified therefore.”

#### **6.09 Laws and Regulations**

To Paragraph 6.09.A, after the word “Work” in line 3, add “Contractor shall review the Contract Documents and notify the Owner and the Engineer of any discrepancy between building codes and regulations of which the Contractor has actual knowledge without independent investigation. The Contractor shall not violate any zoning, set-back or other locational requirements of applicable laws, codes or ordinances, or of any recorded covenants of which the Contractor has actual knowledge. If the Contractor observes or is told by any building inspector that portions of the Contract Documents are at variance with applicable laws, statutes ordinances, building codes, rules or regulations, the Contractor shall promptly notify the Engineer and Owner in writing, and necessary changes shall be accomplished by appropriate modification.”

Add the following:

“D. The Contractor shall be responsible to procure Certificate(s) of Occupancy, if required, from the authorities having jurisdiction.”

“E. The Contractor shall maintain policies of employment as follows:

1. The Contractor and the Contractor’s subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
2. The Contractor and the Contractor’s Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.”

## **6.10 Taxes**

To Paragraph 6.10.A, add “The Contractor shall not be paid or reimbursed for any state, consumer, use, service, ad valorem or other tax paid by the Contractor related to the performance of the Work. The Town of Suffield is exempt from payment of taxes. Therefore, the Contractor should obtain from the Owner’s Department of Finance tax exempt certificates for each of the Contractor’s vendors and suppliers in order to avoid the imposition of any of the aforesaid taxes. In any event, the Owner will not pay or reimburse the Contractor for any taxes that the Contractor may pay in the performance of the Work.”

### **6.11.A.1 Use of Site and Other Areas**

A.1 “The exact limit of Work and equipment storage shall be verified and agreed to by Owner and Contractor in the field.”

## **6.12 Record Documents**

To Paragraph 6.12.A, add “In the event that either party to this Agreement terminates the Agreement, the Contract Documents and Project files that were maintained in paper and electronic formats shall be the property of and reside with the Owner.”

## **6.19 Contractor’s General Warranty and Guaranty**

To Paragraph 6.19.A, after the word “guarantee” in line 5, add “The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor further warrants and represents that:

1. The Contractor is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the work and perform all obligations under the Contract Documents;
2. the Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the work and perform all obligations under the Contract Documents, and has sufficient experience and competence to do so;

3. the Contractor is authorized to do business in the state where the Project is located and is properly licensed by all necessary governmental, public and other authorities having jurisdiction over the Contractor and the Project;
4. the persons executing the Contract Documents are authorized to do so;
5. the Contractor has visited the site of the Project and become familiar with the Contract Documents and the conditions of the site, and knows of no reason why the work cannot be performed as set forth in the Contract Documents;
6. The Contractor shall warrant all Work for a period of one (1) year after Final Completion; and
7. The Contractor shall assign any extended warranties (in excess of the Contractor's one (1) year warranty) on equipment and materials furnished as part of the Work to the Owner."

#### **6.20 Indemnification**

To Paragraph 6.20.A, after the word "performance" in line 10, add "or non-performance".

#### **6.22 Prevailing Wage Rate Requirements**

- A. "Town of Suffield construction contracts are subject to Connecticut's prevailing wage law as codified in Connecticut General Statutes Section 31-53 and 31-53a. The Contractor shall be required to comply with all requirements of Connecticut's prevailing wage laws if the project value exceeds the monetary thresholds which are described in Connecticut General Statutes Section 31-53(g)."
- B. Upon the award of the Contract, the Contractor shall certify, under oath, to the Labor Commissioner the pay scale to be used by the Contractor and any of its Subcontractors for the work to be performed under the Contract. Additionally, the Contractor and any of its Subcontractors must file certified payrolls with the Owner containing information, including but not limited to, employee names; occupations; hours worked; rates paid; and the employers compliance with various provisions of law.
- C. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them in either its own organization, or in any of its subcontractor's respective organizations. All work required to be done by persons licensed under all applicable governmental requirements and codes

shall be performed by such licensed persons. Contractor agrees to maintain a harmonious job site and to use laborers, suppliers and subcontractors that will not cause any labor disruptions or disharmony in connection with the performance of the Work or any other work being performed at the Project. Contractor agrees to address any labor disputes or disruptions promptly.”

ARTICLE 7 REVISION:

**7.01 Related Work at Site**

To Paragraph 7.01.C, after the word “Engineer” in line 4, add “and Owner.”

ARTICLE 8 REVISION:

**8.11 Evidence of Financial Arrangements**

Delete Paragraph 8.11.A in its entirety.

ARTICLE 9 REVISION:

**9.04 Authorized variations in Work**

To Paragraph 9.04.A, after the word “Engineer,” in line 1, add the words “after having received approval from the Owner,”.

**9.08 Decisions on Requirements of Contract Documents and Acceptability of Work**

Delete Paragraph 9.08.A in its entirety.

**9.09 Limitations on Engineer’s Authority and Responsibility**

Add the following:

“F. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner’s designated representative about matters arising out of or relating to the Contract. Communications by and with the Engineer’s consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner’s designated representative.”

ARTICLE 10 REVISIONS:

**10.05 Claims**

Delete Paragraph 10.05.E in its entirety.

## ARTICLE 11 REVISIONS:

Add the following:

**11.04 Equipment Rental Rates Not Otherwise Covered**

With regard to rental rates applicable to work not covered by either Lump Sum pay items or Unit Adjustments, for any power-operated machinery, trucks or equipment, necessary to use, the Engineer will allow the Contractor the rental rate set forth in the most current edition of the "Rental Rate Blue Book," including all Rate Adjustment Tables and amendments, as published by Dataquest, Inc. of San Jose, California in effect at the time the work is performed for Contractor-owned equipment or at a lower rate, if submitted by the Contractor.

- A. Should the proper completion of the work require equipment of a type not covered by the above-mentioned schedule, the Engineer will allow Contractor a reasonable rental rate which shall be based on that prevailing in the area of the work and shall be agreed upon in writing before the work is begun. However, the Contractor shall show the sources for the rates he has proposed.
- B. For power-operated machinery, truck or equipment, which the Contractor must obtain by rental, he shall inform the Engineer of his need to rent the equipment prior to using it on the work. He shall be paid the actual rental for the equipment, provided that rate does not exceed the rental rate set forth in the "Rental Rate Blue Book", including all Rate Adjustment Tables and amendments as published by Dataquest, Inc. The Contractor shall provide a copy of the paid receipt for the rental expense incurred.
- C. The estimated operating cost per hour will apply only to the actual time the equipment is operating. Operators will be paid as stated hereinbefore for labor except for certain trucks listed in the "Rental Rate Blue Book" as published by Dataquest, Inc. which show the operators to be included.
- D. For rented equipment not owned by the Contractor or a subsidiary of the Contractor, the following rates shall apply:
  - 1. The daily rate per hour shall apply when the equipment is specifically assigned to the work by the Engineer for a period of 7 consecutive calendar days or less.
  - 2. The weekly rate per hour shall apply when the assigned time exceeds 7 consecutive calendar days but does not exceed 21 calendar days.
  - 3. The monthly rate per hour shall apply when the assigned time exceeds 21 consecutive calendar days.
- E. For Contractor-owned equipment or equipment rented or obtained from a subsidiary of the Contractor, the maximum hourly rate to be used shall be the monthly rate as set forth in the current edition of the "Rental Rate Blue Book",

including Rate Adjustment Tables and amendments as published by Dataquest, Inc., divided by 176 (176 working hours per month).

ARTICLE 12 REVISIONS:

**12.03 Delays**

To Paragraph 12.03.B, after the words “equitable adjustment in” in line 6, delete the words “Contract Price or the”, and after the words “Contract Times, delete the words “, or both”. Add “Such an adjustment to the Contract Time shall be the Contractor’s sole and exclusive remedy for the delays discussed in this paragraph 12.03.”

To Paragraph 12.03.C, after the words “Contract Times” in line 9, add the words “and only to the extent that the critical path to the Project Schedule is extended.”

ARTICLE 13 REVISIONS:

**13.03 Tests and Inspections**

Delete section 13.03.B, and replace with the following new section 13.03.B:

“All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be retained by the contractor as part of his obligation. The owner reserves the right to approve/disapprove the firm(s) selected to perform any and all tests/inspections and to be given a copy of any reports thus generated.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

Any authorized agent of the Municipality shall be permitted to inspect the project in general or any of its phases. “

**13.07 Correction Period**

To Paragraph 13.07.A, after the words “the date of” in line 1, delete the words “Substantial Completion”, and replace with the words “Final Completion.”

ARTICLE 14 REVISIONS:

**14.01 Schedule of Values**

To Paragraph 14.01.A, after the words “acceptable to Engineer” in line 4, add the words “and Owner.”

**14.02.C Payment Becomes Due**

To Paragraph 14.02.C.1, add “In no event shall the Owner be obligated to pay the Contractor for more than the amount certified by the Engineer for each Application for Payment, plus any pending change orders that the Owner agreed to approve.”

**14.07 Final Payment**

Add Paragraph 14.07.D – Acceptance of Final Payment as Release

The acceptance by the contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, final or otherwise, shall operate to release the contractor or his subcontractors or his surety from any obligation under this contract or the bonds affixed thereto.

Add the Following:

**14.10 Withholding of Payments**

The Owner may withhold payments necessary to pay laborers, mechanics, apprentices and trainees employed by the contractor or subcontractor on the work, the full amount of wages required by the contract. In the event of failure to pay any laborer, mechanic, apprentice or trainee employed or working on the site of the project or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the Municipality may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**ARTICLE 15 REVISIONS:**

Delete the word “persistent” from Article 15.0.2.A.1

**15.03 Owner may Terminate for Convenience**

To Paragraph 15.03.A.1, delete from line 3 the words “including fair and reasonable sums for overhead and profit on such Work.”

To Paragraph 15.03.A.2, delete from line 5 the words “plus fair and reasonable sums for overhead and profit on such expenses.”

To Paragraph 15.03.A.4, add “, but no overhead and profit on work not executed.”

Add the following:

- “C. In no event shall the Contractor or any Subcontractor employed on the Project be entitled to profit, overhead, or damages on work that was not performed as of the date of termination, regardless of the reasons for termination.”
- “D. Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall:
1. cease operations as directed by the Owner in the notice;
  2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
  3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
  4. provide a detailed inventory to the Owner that indicates the value, nature, and description of all material, labor, and equipment supplied as of the date of termination.”

ARTICLE 16 REVISIONS:

Delete Paragraph 16.01.A, and replace with the following new Paragraph 16.01.A.:

“Owner, in its sole discretion, may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05. The mediation will be governed by the Construction Industry Mediation Rules of the American Dispute Resolution Center, New Britain, Connecticut, currently in effect.”

Delete Paragraph 16.01.C, and replace with the following new Paragraph 16.01.C:

“Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived in the Contract Documents, shall, at the sole discretion of the Owner, be subject to arbitration. If the Owner chooses to Arbitrate the Claims, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Dispute Resolution Center, New Britain, Connecticut, currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Dispute Resolution Center, and a copy shall be filed with the Engineer.”

ARTICLE 17 REVISIONS:

Add the following:

**17.07 Time for Completion and Liquidated Damages:**

- A. It is hereby understood and mutually agreed, by and between Contractor and Owner, that the date of beginning and the time for completion as specified in the Agreement of the work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Agreement shall be commenced on a date to be specified in the Notice to Proceed.
- B. Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and conditions in this locality.
- C. If said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by Owner, then the Contractor does hereby agree to pay to Owner the amount specified in the Agreement, not as a penalty but as Liquidated Damages for such breach of Agreement, for each and every calendar day that Contractor shall be in default after the time stipulated in the Agreement for completing the Work.
- D. The said amount is fixed and agreed upon by and between Contractor and Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages Owner would in event sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.
- E. It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any of the work, the new time limit fixed by such extension shall be of the essence of this contract, provided that the contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the contractor is without fault and the contractor's reasons for the time extension are acceptable to the owner, provided further that the contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due:
  - 1. to any preference, priority or allocation order duly issued by the government;

2. to unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of the owner, acts of another contractor in the performance of a contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and/or
3. to any delays of subcontractors or suppliers occasioned by any of the causes specified in the preceding two paragraphs, provided further that the contractor shall, within ten (10) days from the beginning of such delay, unless the owner shall grant a further period of time prior to the date of final settlement of the contract, notify the owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.

**17.08 REQUIRED PROVISIONS DEEMED INSERTED:**

Each and every provision of law required 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. If through mistake or otherwise any provision is not inserted, or is inserted incorrectly then upon the application of either party the contract shall be amended to make such insertion or correction.

**17.09 EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:**

No person under the age of sixteen and no person who at the present time is serving sentence in a penal or correctional institute shall be employed on the work covered by this contract.

**17.10 OTHER PROHIBITED INTERESTS:**

No official of the owner who is authorized solely or jointly to negotiate, make, accept, or approve any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the owner who is authorized in a capacity to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or any part thereof.

**17.11 NO CONFLICT**

No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.

**17.12 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:**

In order to protect the life and health of his employees under the contract, the contractor shall comply with all pertinent provision of the Contract Work Hours and Safety Act commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this contract.

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

**17.13 PROJECT MANAGER'S AUTHORITY:**

The project manager shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The project manager shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to the work. The project manager's estimates and decisions shall be final and conclusive, except as otherwise provided. In case any question shall arise between the parties hereto relative to the contract or specifications, the determination or decision of the project manager shall be a condition precedent to the right of the contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The project manager shall decide the meaning and intent of any portion of the specifications and of any plan or drawing where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the contractor and any other contractors performing work for the owner shall be adjusted and determined by the project manager.

**17.14 NOTICE AND SERVICE THEREOF:**

Any notice from the owner to any contractor regarding any part of this contract shall be in writing and considered delivered and the service thereof completed when the

notice is posted by certified or registered mail to the contractor at his last given address, or delivered in person to the contractor or his authorized representative on the work site.

**17.15 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:**

The contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the contractor will coordinate with the contract documents. The contractor shall carry out the work in accordance with the additional detail drawings and instructions. The contractor and the project manager will prepare jointly (a) a schedule, fixing the dates at which specific detail drawings will be required, such drawings, if any, to be furnished by the project manager in accordance with said schedule and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacturer's testing, installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule is subject to change in accordance with actual work progress.

**17.16 CONTRACTOR'S TITLE TO MATERIAL:**

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used in the work, free from all liens, claims or encumbrances.

**17.17 PREVAILING WAGE RATES:**

Prevailing wage rates will be applicable for bids per the requirements of C.G.S. 31-53g. It is the contractor's responsibility to obtain the annual prevailing wage rate increases directly from the State Department of Labor website. The owner will not allow additional costs for Labor rate increase during the course of the project.

**17.18 SUBCONTRACTING:**

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

The contractor shall not award any work to any subcontractor without the approval of the owner. Approval will not be given until the contractor submits to the owner a

written statement including appropriate certifications concerning the proposed award to the subcontractor, which statement will contain such information as the owner may require.

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

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the owner may exercise over the contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the owner.

The contractor shall insert these same general and supplemental conditions in any subcontract he awards.

#### **17.19 MUTUAL RESPONSIBILITY OF CONTRACTORS:**

If through acts of neglect on the part of the contractor, any other contractor or subcontractor shall suffer loss or damage on work, the contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if the other contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been sustained, the owner shall notify the contractor, who shall indemnify and save harmless the owner against any such claim.

#### **17.20 WEATHER CONDITIONS:**

In the event of temporary suspension of work, or during inclement weather, or whenever the project manager shall direct, the contractor will, and will cause his subcontractors to, carefully protect his and their work and materials against damage or injury from the weather. If, in the opinion of the project manager, any work or materials shall have been damaged or injured by reason of failure on the part of the contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the contractor.

#### **17.21 PROTECTION OF WORK AND PROPERTY - EMERGENCY:**

The contractor shall, at all times, protect the owner'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 or make good any such damage, loss or injury unless it was caused directly by errors contained in the contract or by the owner, or the owner's duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the contractor will be allowed to act, without previous instructions from the project manager immediately thereafter. Any claim for compensation by the contractor due to such extra work shall be promptly submitted to the project manager for approval.

Where the contractor has not taken action but has notified the project manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the project manager.

The amount of reimbursement paid to the contractor on account of any emergency action shall be determined by the project manager and owner based on their review of submitted documentation of actual costs incurred by the contractor.

#### **17.22 EXTRAS:**

Without invalidating the contract, the project manager may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work. The contract sum will be adjusted accordingly, and the consent of the surety will be obtained as required. All of the work of the kind bid upon shall be paid for at the prices stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the project manager and the cost therefore is stated in the order.

#### **17.23 ANTI-LOBBYING:**

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- C. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### **17.24 QUANTITIES OF ESTIMATE:**

Wherever the quantities of work to be done and materials to be furnished on a unit basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids. The owner reserves the right to increase or decrease the units as may be deemed reasonably necessary or desirable to complete the work in this contract. Any such increase/decrease shall in no way invalidate this contract, nor shall any such increase/decrease give cause for claims or liability for damages.

#### **17.25 ASSIGNMENTS:**

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the express, written consent of the owner. In case the contractor assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

#### **17.26 GENERAL GUARANTY:**

Neither the final payment nor partial or entire occupancy of the premises constitute an acceptance of any work not done in accordance with the contract documents; nor does either condition relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

**17.27 OSHA**

Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion.

**17.28 EQUAL EMPLOYMENT OPPORTUNITY:**

- A. The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed with out regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- B. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- C. The contractor agrees to provide each labor union or representative of workers with such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The contractor agrees to comply with each provision of Conn. Gen. Stat. §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e;
- E. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment

practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public work contract, the contractor agrees and warrants that he will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works project.

**Pursuant to the provisions of Conn. Stat. Sect. 4a-60a.**

- A. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientations, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- B. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- C. The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56, 46a-68e and 46a-68f of the general statutes;
- D. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56 of the general statutes.

**Executive Order 11246.30 Federal Regulations 12319 (1965) Equal Opportunity Clause.**

"During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action

shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of (Federal) Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the (United States) Secretary of Labor.
- E. The contractor will furnish all information and reports required by (Federal) Executive Order 11246 of September 24, 1965, and by the rules and regulations, and orders of the (United States) Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing and by the (United States) Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further (United States) Government contracts or federally assisted construction contracts procedures authorized in (Federal) Executive Order 11246 of September 24, 1965, or order of the (United States) Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7)

in every subcontract or purchase order unless exempted by rules, regulations, or orders of the (United States) Secretary of Labor issued pursuant to Section 204 of (Federal) Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interest of the United States”

**Exemptions from above Equal Employment Opportunity Clause (4)(CFR Chap. 60):**

- A. Contracts and subcontracts of \$10,000 or less (other than Government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance shall govern in determining the applicability of this exemption.
- B. Except in the case of subcontracts for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- C. Contracts and subcontracts of \$100,000 or less for standard commercial supplies or raw materials are exempt.

The contractor shall not be nor enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out sanctions and penalties for violation of these specifications and the Equal Employment Clause, including suspension, termination and cancellation of existing subcontracts, as imposed or ordered by the Office of Federal Contract Compliance in accordance with Executive Order 11246. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in the sub-paragraphs above, so as to achieve maximum results from its employees to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the

Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

The contractor shall designate a responsible official to monitor all employment-related activity in order to ensure that the company EEO policy is being carried out. The designated official must keep records and submit reports relating to the provisions hereof as required by the Municipality. Records shall include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Executive Order Number 3.**

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

**Executive Order Number 17.**

This contract is subject to the provision of Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen,

notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to listing all employment openings with the Connecticut State Employment Service.

Certification of Nonsegregated Facilities as required by 41CFR 60-1.8, must be submitted prior to the award of federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause.

Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause shall be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Clause:

- A. A certification of non-segregated facilities as required by the 32CFR 7439, May 19, 1967, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity Clause.
- B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause shall be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Opportunity Clause.

**TAB F**

Special Provisions



## SPECIAL PROVISIONS

### DESCRIPTION:

These Special Provisions amend or supplement the Division II Construction Details (Technical Provisions) and Division III Materials Section in the State of Connecticut Department of Transportation (CTDOT) Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, dated 2024 (and latest supplements) which are incorporated herein and are referred to herein after at "Form 819". Only the Form 819 Division II Construction Details and Division III Materials Section are incorporated herein.

Copies of Form 819 are available electronically at the CT DOT website.

### GENERAL INFORMATION:

The Owner is the Town of Suffield. The Engineer is Barton & Loguidice, LLC (B&L). The project site is located on Quarry Road, Suffield, Connecticut. This project consists of replacement of an existing bridge (steel stringer, concrete deck and stone masonry abutments) with new twin precast concrete box culvert and wingwalls. The work also includes roadway reconstruction, placement of metal beam rail, bridge rail, associated regrading and turf restoration, riprap installation, temporary water handling and traffic control described on the Contract Plans and Special Provisions.

Special Provision amendments or supplements that apply throughout Form 819 Division Details (Technical Provisions) are outlined below:

- Replace the word "State" and the word "Department, wherever they appear, with the word "Town" throughout Form 819. Unless otherwise determined by the town, all references to the State and the Department of Transportation, including its officers and employees and its sub-agencies such as the Office of Environmental Planning, shall be considered as references to the town.
- Method of Measurement: Work for these items will not be measured separately for payment unless additions, deletions or modifications to the Work are ordered by the Town of Suffield through a formally issued Change Order.
- Basis for Payment: Work items for this project will not be paid for separately unless additions, deletions or modifications to the Work are ordered by the Town of Suffield through a formally issued Change Order. Progress payments will be made against the Lump Sum Bid price using an approved Schedule of Values for the units of work of the project.

### RELEVANT SECTIONS:

The following is a list of relevant sections of Form 819 that apply to this project. Note: This list is provided as reference only, meaning that it does not exclusively limit the scope of work for this project.

Section	Description
2.01	Clearing and Grubbing
2.02	Roadway Excavation, Formation of Embankment and Dispose of Surplus Material
2.03	Structure Excavation
2.04	Cofferdam and Dewatering, Cofferdam Material Left in Place
2.09	Subgrade
2.12	Subbase
2.13	Granular Fill
2.16	Pervious Structure Backfill
2.19	Sedimentation Control System
3.04	Processed Aggregate Base
3.05	Processed Aggregate
4.06	Bituminous Concrete
5.03	Removal of Superstructure
6.01	Concrete for Structures
6.02	Reinforcing Steel
7.03	Riprap
7.08	Dampproofing
8.15	Bituminous Concrete Lip Curbing
8.22	Temporary Precast Concrete Barrier Curb
9.04	Metal Bridge Rail
9.10	Metal Beam Rail
9.11	Metal Beam Rail Anchorages
9.44	Topsoil
9.50	Turf Establishment
9.70	Trafficperson
9.71	Maintenance and Protection of Traffic
9.74	Removal of Existing Masonry
9.75	Mobilization and Project Closeout
9.76	Barricade Warning Lights
9.77	Traffic Cone
9.78	Traffic Drum
9.79	Construction Barricades
9.80	Construction Surveying
12.08	Sign Face – Sheet Aluminum
12.10	Epoxy Resin Pavement Markings
12.20	Construction Signs

#### **COORDINATION OF WORK:**

The Contractor shall coordinate with the Town and its agent accordingly. The Contractor shall have a supervisor on site at all times when work is being performed throughout the entire course of this Contract. This person shall be the responsible individual in charge on site whom

the Engineer/Town shall coordinate all on site activities such as inspections. The Contractor shall identify this person at the pre-construction meeting and provide contact information.

Progress schedules shall be updated throughout construction and shall include a minimum of the next two week period of time for coordinating work with any required testing and inspection etc.

**SUBMITTALS:**

The Contractor shall submit one electronic copy in a pdf file format of each working drawing, shop drawing and product data to the Town or it's agent for approval, prior to construction. All working drawings shall be signed, sealed and dated by a qualified Professional Engineer licensed to practice in the State of Connecticut. If requested, hard copies shall also be provided. The Town or its agent will endeavor to respond with their approval and/or review comments within a (2) week period of their receipt of said submittals. The Contractor shall make submittals that are specifically described within the individual technical specifications/special provisions.

**SCHEDULE:**

The contract time for this project is **208** consecutive calendar days, starting on the Notice to Proceed date. The anticipated project schedule is as follows:

Proposals Due:	April 3, 2025
Notice of Award:	April 17, 2025
Contract Signing:	April 24, 2025
Notice to Proceed:	May 1, 2025
Substantial Completion	November 25, 2025

The Contractor will not be allowed to close the roadway and remove the existing bridge prior to approval of his submitted construction schedule. This schedule must include anticipated dates for precast concrete delivery and demonstrate that the project can be completed within the contract time.

**LIQUIDATED DAMAGES:**

The Contractor is hereby notified that liquidated damages in the amount of one thousand dollars (\$1,000.00) per consecutive calendar day apply to this project in order to help ensure a timely completion.

**PREVAILING WAGE RATES:**

Respondants shall comply with State Statutes concerning Employment and Labor Practices, as applicable, and Section 31-53 of the Connecticut General Statutes, as amended (Prevailing Wages). Wage Rate Determination for this project from the State of Connecticut is included in the Bid Documents.

**LICENSES:**

The Contractor and its subcontractors performing the work shall hold a relevant license issued by the State of Connecticut. All work under this Contract shall be subject to the rules and ordinances of the State of Connecticut, and the Town of Suffield.

**PERMITS:**

The Contractor is hereby notified that the town has secured a local Conservation Commission permit for the proposed work. The construction work is also authorized as a Pre-Construction Notification permit under the USACE CT General Permit 19. A copy of the permits are included in the Bid Documents and completion of notification forms for both permits is required and the forms are also attached. The Contractor is responsible for obtaining any other necessary permits, including all associated costs, required for this Contract work.

**CALL-BEFORE-YOU-DIG (CBYD):**

The Contractor is hereby notified that he shall contact Call-Before-You-Dig (CBYD) 1-800-922-4455 [www.cbyd.com](http://www.cbyd.com) and obtain authorization prior to start of work as required by law.

**PORTABLE CHEMICAL TOILET FACILITY:**

The Contractor is hereby notified that the Contractor shall provide adequate number of portable chemical toilets per OSHA for the Contractor's use to support this project. There shall be no separate measurement and payment for chemical portable toilet facilities.

**CONSTRUCTION STAKING & LAYOUT:**

The Contractor shall be responsible for all construction stakeout. Control shall be provided by Barton & Loguidice, LLC.

**MATERIALS & INSTALLATIONS:**

The Contractor shall furnish and install all materials necessary to complete this project unless specifically otherwise noted. The Contractor shall furnish all materials to meet or exceed those specified. The Contractor shall install all materials in accordance with both the material manufacturer's recommendations, accepted industry standard practices and the contract specifications.

**INSPECTION:**

The Contractor is hereby notified that the Town's agent, Barton & Loguidice, LLC, shall perform construction inspection to support this project.

**TESTING:**

The Contractor is hereby notified that the Town's agent, Barton & Loguidice, LLC shall coordinate and perform all tests as deemed necessary to ensure contract compliance.

**FINAL CLEANING:**

The Contractor shall be responsible for disposing of all construction and demolition waste materials that are generated by this project in accordance with all local, state, and federal regulations. The Contractor shall perform an overall final cleaning of the entire Contract work prior to and in preparation for the Owner's final inspection. Following the Owner's final inspection and acceptance of the entire Contract work, the Contractor shall remove all tools and equipment from Owner's property. There shall be no separate measurement and payment for final cleaning.

**WARRANTY & GUARANTEE:**

The Contractor shall warranty and guarantee all work under this Contract for a minimum period of one year from the date of final payment. The Contractor performing the work shall secure warranties and guaranties from its subcontractors for their parts of the work under this Contract.

**LIST OF SPECIAL PROVISIONS**

NOTICE TO CONTRACTOR – PROSECUTION AND PROGRESS

NOTICE TO CONTRACTOR – PROJECT SIGN – SLBP

NOTICE TO CONTRACTOR – PROJECT SIGN – STEAP

NOTICE TO CONTRACTOR – MEMBRANE WATERPROOFING (COLD LIQUID ELASTOMERIC)

SECTION 2.02 – EXCAVATION AND RE-USE OF EXISTING CHANNEL BOTTOM MATERIAL

SECTION 2.04 – HANDLING WATER

SECTION 2.04 – SHEET PILING LEFT IN PLACE

SECTION 5.03 – REMOVAL OF SUPERSTRUCTURE

SECTION 5.06 – RETAINING WALL

SECTION 5.20 – PREFORMED JOINT SEAL

SECTION 6.01 – PRECAST CONCRETE BOX CULVERT

SECTION 7.07 – MEMBRANE WATERPROOFING (COLD LIQUID ELASTOMERIC)

SECTION 8.19 – PENETRATING SEALER PROTECTIVE COMPOUND

SECTION 9.04 – 3-TUBE CURB MOUNTED BRIDGE RAIL

SECTION 9.71 – MAINTENANCE AND PROTECTION OF TRAFFIC

SECTION 9.74 – REMOVAL OF EXISTING MASONRY

## **NOTICE TO CONTRACTOR - PROSECUTION AND PROGRESS**

### **Prosecution of Work:**

The Contractor shall schedule performance of work adjacent to the waterway during times of low water (July/August) if required by local, state or federal regulatory agency permit approval(s).

Prior to construction, particularly as will affect traffic operations, the Contractor shall submit, for the review and approval of the Engineer, a detailed Progress Schedule. It shall show all fundamental work items and operations as a function of estimated time periods. This submittal shall also include a listing of shop drawings (if applicable) and other required submittals keyed to the Progress Schedule activities. It shall reflect realistic processing, delivery and construction periods.

The Progress Schedule shall provide ample space for plotting of actual related progress. It shall be updated by the Contractor on a biweekly basis throughout the full period of the project.

### **Limitation of Operations:**

Quarry Road at the project site shall be closed to vehicular and pedestrian traffic for the active construction of the contract. The Contractor shall schedule his construction operations so as to cause minimal inconvenience to adjoining property owners. The Contractor shall meet with the owner(s) or his/her agent and discuss their access requirements.

In order to provide for traffic operations as outlined in the special provisions "Maintenance and Protection of Traffic," the Contractor shall progress his construction activities as outlined herein or as shown on the plans for Maintenance and Protection of Traffic. Any revisions shall require the written approval of the Town.

The Contractor's allowable work hours at the site are limited to the following:

- Monday through Friday between 7:00 a.m. and 6:00 p.m.;
- Saturday and Sunday – only with prior Town approval for certain activities;

The Contractor will be permitted to interfere with normal or staged traffic operations only at the discretion of the Engineer.

All temporary concrete barriers, other protective systems and traffic control devices as called for by the contract or ordered by the Engineer must be on hand and available in sufficient quantity for immediate installation prior to any stage change. Temporary concrete barrier may be salvaged, but must meet all applicable specifications for its item. All temporary concrete

barriers, other protective systems and traffic control devices shall be maintained in a "like new" condition, otherwise they must be replaced.

When the installation of all the intermediate courses of Superpave pavement is completed for the entire roadway, the Contractor shall install the final course of Superpave pavement. Final pavement markings shall be installed on the final course of Superpave pavement in accordance with Article 9.71.03 as contained in the Special Provision "Maintenance and Protection of Traffic".

**NOTICE TO CONTRACTOR -- MEMBRANE WATERPROOFING  
(COLD LIQUID ELASTOMERIC)**

The Contractor is hereby notified that changes have been made to the referenced Membrane Waterproofing special provision and that the Contractor shall comply with all requirements of such specification.

The major changes include the following:

- Addition of language to clarify the definition of a Manufacturer is as described in Article 1.06.01 of the Standard Specifications,
- Allowance for single pass application of 80 mil membrane thickness by hand application provided a demonstration on a test section shows the Applicator is able to meet the specified tolerances, and is acceptable to the Engineer. Similar test section allowance requirements will apply to mechanical applicator systems,
- Addition of requirements for taking measurements of ambient air and dew point temperatures and that no primer or membrane applications shall be allowed if the difference between these two temperatures is 5° F or less, and
- Addition of language clarifying that all components shall be from the same batch as identified on original packaging (barrels, etc), or be discarded – no mixing of like material from different batches shall be allowed.

## **NOTICE TO CONTRACTOR – PROJECT SIGN - SLBP**

The Contractor shall furnish and install a project sign in accordance with the plan detail and the attached specifications. The information specific to this project is:

Name of Project: **Replacement of Quarry Road Bridge No. 139011;**

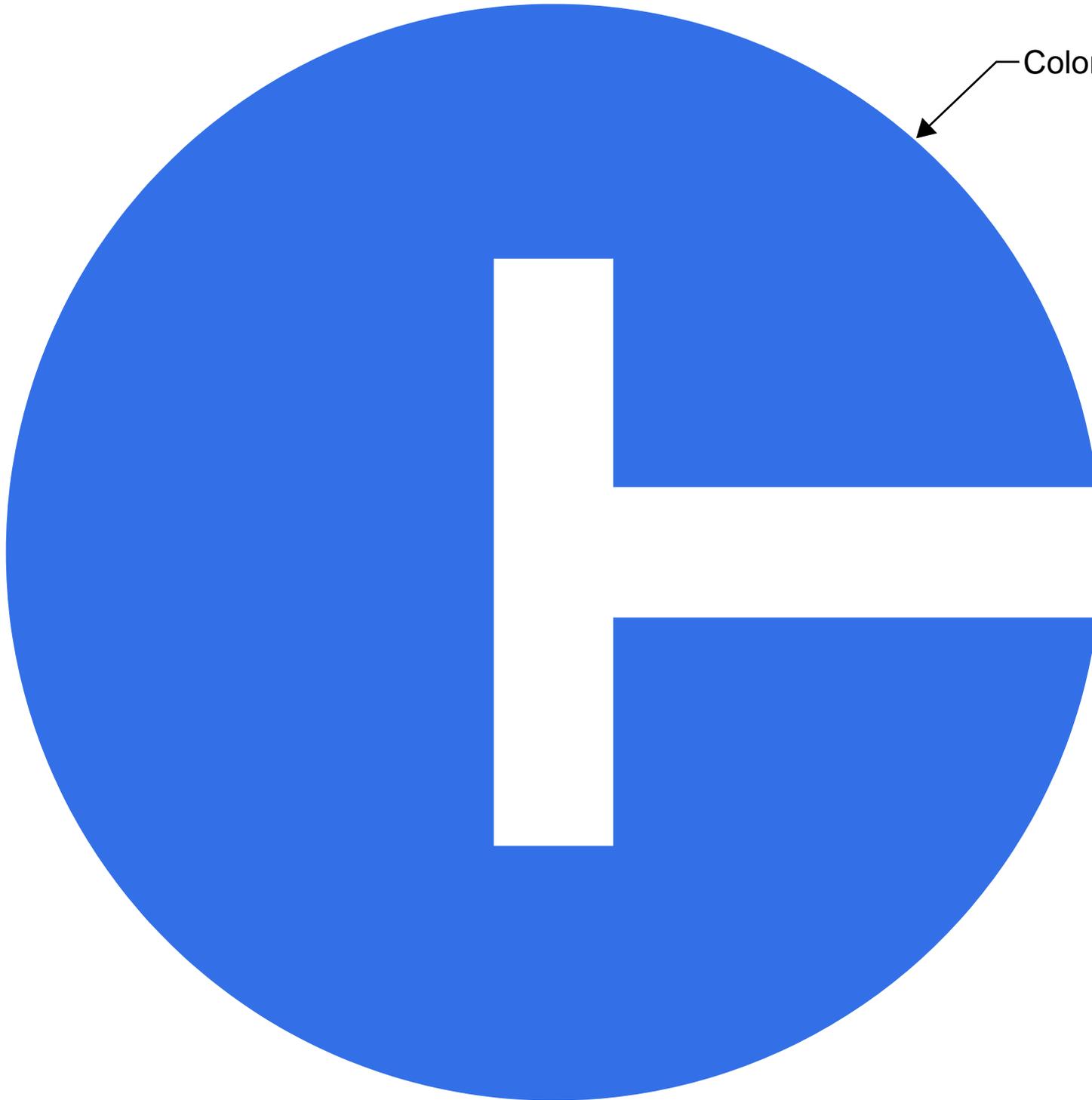
Funding Program: **State Local Bridge Program (SLBP);**

Name of Town: **Town of Suffield**

Name of Chief Elected Official: **Colin Moll, First Selectman**

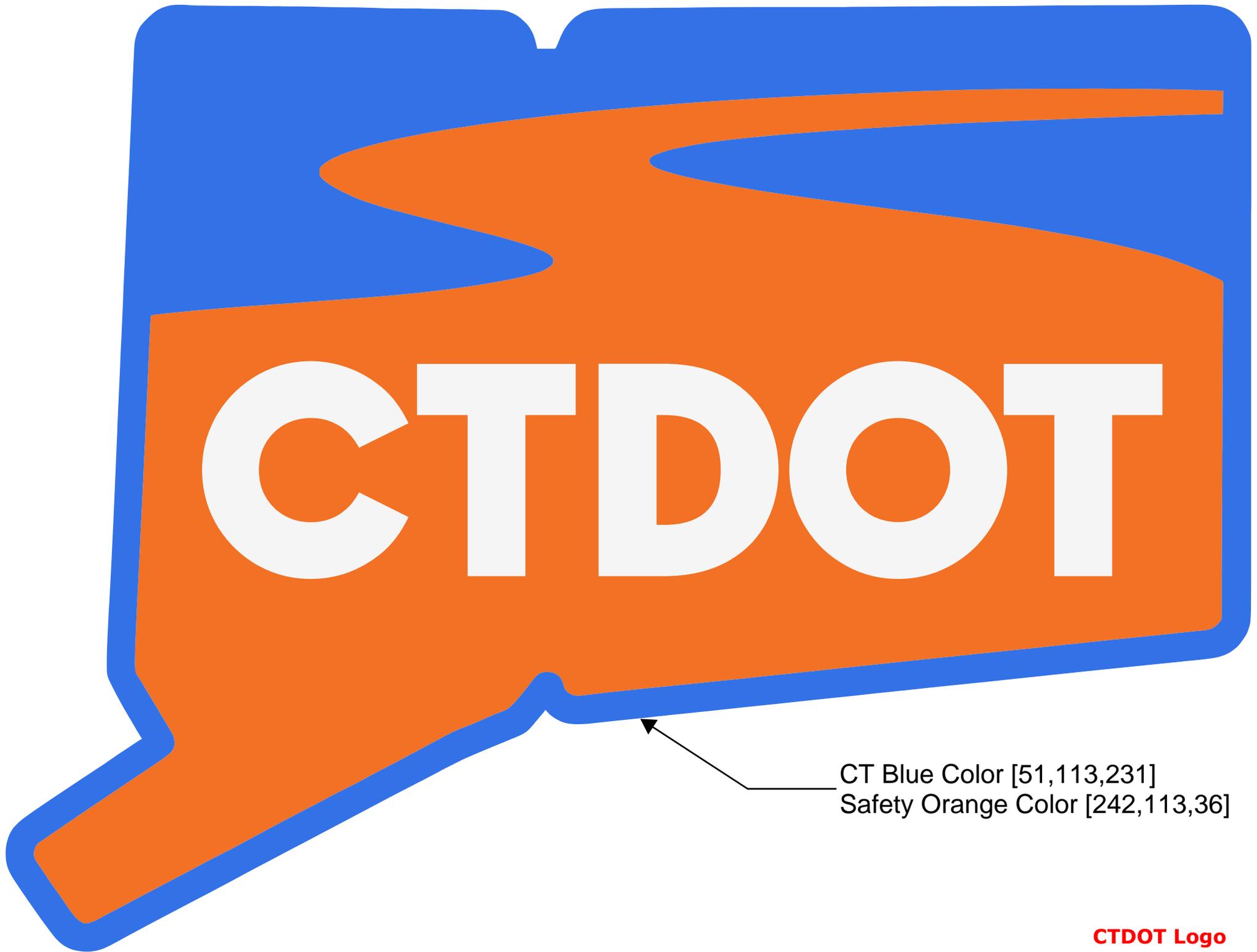
The location of the sign will be determined in the field and approved by the Town before installation. There shall be no separate measurement or payment for this item but the cost of furnishing, installing and removal of the sign shall be included in the general work of the project.





Color [51,113,231]

**"C" Logo**



CT Blue Color [51,113,231]  
Safety Orange Color [242,113,36]

## **NOTICE TO CONTRACTOR – PROJECT SIGN - STEAP**

The Contractor shall furnish and install a project sign in accordance with the plan detail and the attached specifications. The information specific to this project is:

Name of Project: **Replacement of Quarry Road Bridge No. 139011;**

Funding Program: **Small Town Economic Assistance Program Grant (STEAP);**

Name of Town: **Town of Suffield**

Name of Chief Elected Official: **Colin Moll, First Selectman**

Name of Architect: **Barton & Loguidice, LLC**

The location of the sign will be determined in the field and approved by the Town before installation. There shall be no separate measurement or payment for this item but the cost of furnishing, installing and removal of the sign shall be included in the general work of the project.

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
PROJECT SIGN**

8'-0"

4'-0"



NAME OF THE PROJECT 

**NAME OF THE SPONSOR/DEVELOPER**

Constructed in cooperation with the

STATE OF CONNECTICUT  
NED LAMONT, GOVERNOR

Department of Economic and Community Development  
David Lehman, Commissioner

and the  
Name of Town/City  
Name of Chief Elected Official and title

Name of Architect Contractor Name of General

**SIGN PANEL:** 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

**COLORS:** ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

**TYPEFACE:** HELVETICA MEDIUM

**LOCATION:** SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

**TIMING:** INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

**STATE SEAL & DECD LOGO:** ATTACHED

STATE SEAL



DECD LOGO



## **TECHNICAL SPECIFICATION EXCAVATION AND REUSE OF EXISTING CHANNEL BOTTOM MATERIAL**

### **Description:**

Work under this item shall consist of excavating existing channel bottom material in areas where the channel bottom is to be re-graded or disturbed to create a work area for the culvert and cofferdam installation. This item shall also include stockpiling and protecting the excavated material on the project site, subsequent placement of the stockpiled material in the channel, removal and proper disposal off-site of all unused material.

### **Materials:**

The material for this item shall consist of the existing naturally formed cobbles, gravel, soils and clean natural sediment from within the channel. Rock excavated from ledge (bedrock) formations, or broken from larger boulders, will not be accepted. Broken concrete will not be accepted.

When a sufficient quantity of material is not available from the existing streambed channel within the permitted footprint of the Site, the Contractor shall furnish visually inspected and accepted supplemental streambed channel material from an off-site source.

The supplemental streambed channel material for this item shall be consistent with the existing naturally-formed cobbles and rocks, gravel, and clean natural sediments found within the existing channel. Rock excavated from ledge (bedrock) formations, broken from larger boulders, broken concrete or angular material will not be accepted. Rock larger than 12 inches in diameter will not be accepted. Silts and clays will not be accepted.

The visual inspection of the supplemental streambed channel material shall be performed by the Engineer at the off-Site source prior to delivery of material to the Site. The Contractor shall notify the Engineer at least 10 days in advance of the need for inspection of proposed off-Site material.

### **Construction Methods:**

The Contractor shall prepare an area, approved by the Engineer, suitable in size and location for storing the excavated channel bottom material, so that it will not be contaminated, mixed with other excavated material or erode. Select a location where disruption to the channel and wetland areas caused by moving the excavated material to and from the stockpile is minimized. Locate the stockpile where it can remain undisturbed for the duration of the culvert construction. Identify the temporary stockpile area(s) prior to the start of excavation for approval by the Engineer.

Prepare a clean surface for the stockpile adequate to prevent mixing with the underlying soil or other material. Provide adequate measures to contain the stockpiled material and protect it from erosion by rain or other forces. Store material excavated from the existing channel bottom separately from other excavated materials until it may be reused or disposed of, as directed by the Engineer. Do not add any other excavated or imported material to the stockpile of channel bottom material.

After clearing and grubbing, the Engineer will identify the limits of exposed channel bottom material to be excavated under this item. Only areas within the limits of channel to be re-graded or disturbed to create a work area for the culvert and cofferdam placement will be identified for excavation. As much material as possible, will be identified for this excavation. The Engineer will identify the bottom limit of the excavation based on the qualities of the material encountered. Do not in any case excavate below the depth otherwise required for culvert or bridge and cofferdams, including any unsuitable material excavation. Perform the excavation separately, prior to beginning any other roadway, structure, channel, or unsuitable material excavation in the area.

The Contractor shall perform all containment, diversion, or other separation of the channel flow from the excavation of channel bottom material in accordance with the requirements of "Handling Water".

Complete all stages of the culvert and cofferdam installation, including installation of riprap to the satisfaction of the Engineer, before placing any existing channel bottom material.

Place the channel bottom material to the thickness and in the locations shown on the plans, and as directed by the Engineer. Use equipment and placement techniques that will prevent integration with the surrounding material and keep the channel bottom material relatively homogeneous. Place the channel material in a manner that replicates the original condition of the channel, with a well-defined low flow channel connecting to the existing channel.

Place or dispose of any surplus or unsuitable material in accordance with Section 2.02. Restore the stockpile area as directed by the Engineer.

All material not identified for excavation in accordance with this specification shall be excavated, as required for other contract work, in accordance with Section 2.02.

**Method of Measurement & Payment:**

There shall be no separate measurement and payment for Excavation and Reuse of Existing Channel Bottom Material, as it shall be included under the Lump Sum Contract Work.

## TECHNICAL SPECIFICATION

### HANDLING WATER

**Description:** This work shall consist of the construction of such cofferdams, flow diversion dams, barriers, temporary bypass pipes or other such protective facilities and methods as are necessary for the conduction of water beyond the limits of construction; the dewatering of the site on which work is to be constructed; and the removal of all such temporary structures and facilities upon the completion of the permanent work or as required. The handling of water shall be in accordance with the requirements of Form 819, Section 1.10 Environmental Compliance and the environmental permits. For the purposes of this specification, such work shall be understood to mean any temporary type of protective facility which the Contractor elects to build or use to satisfy, and which does satisfy, the condition that the work be built in the dry. The handling of flood flows, the protection of any or all of the finished construction during high water, and maintaining the operation of the existing structure until it is abandoned are included in the scope of the work under this item.

**Construction Methods:** The Contractor shall investigate and verify existing stream conditions, and evaluate the need for, and the type of protection and facilities required. The suggested method of controlling water during construction consists of a temporary by-pass pipe and temporary flow diversion dams as shown on the plans. The Contractor shall submit his plans and methods for handling water for review and approval in accordance with the requirements of Section 1.10 of the Standard Specifications Form 819, Environmental Compliance. The furnishing of such plans and methods shall not serve to relieve the Contractor of any part of his responsibilities for the safety or the successful completion of this work. Approximate flows for temporary conditions are listed on the plans.

The minimum height of any cofferdams, flow diversion dams and barriers shall be in accordance with the information shown on the plans and sizes of pumps shall be as designed by the Contractor to provide reasonable protection from flooding. All such temporary structures or facilities shall be safely designed, extended to sufficient depth and be of such dimensions and water-tightness to assure construction of the permanent work in the dry. They shall not interfere with proper performance of the work. Their construction shall be such as to permit excavation for the permanent work to the limits shown on the plans. Interior dimensions shall give sufficient clearance for construction. Movements or failures of the temporary protection facilities, or any portions thereof, which prevent proper completion of the permanent work, shall be corrected at the sole expense of the Contractor.

Any pumped water must be discharged into containment areas and in accordance with the requirements of Section 1.10 of the Standard Specifications Form 819, Environmental Compliance. Unless otherwise provided, or directed, all such temporary protective work shall be removed and disposed of in an approved manner when no longer required.

The Contractor will be responsible for the scheduling of work so as not to interfere with any sequence of operations developed for this project. Delays as a result of work required under this item will not constitute a claim for an extension of contract time.

## **TECHNICAL SPECIFICATION** **SHEET PILING LEFT IN PLACE**

These items shall conform to the requirements of Section 2.04 of the Standard Specifications (Form 819), amended as follows:

**2.04.04 – Method of Measurement:** Add the following :

For bidding purposes, the assumed quantity of sheet piling is provided on Sheet 3 of the Contract Plans. The quantity for the item "Sheet Piling Left-in-Place" may change based on the final approved design. Any increases or decreases in the quantity will be adjusted according to the Unit Adjustment prices in the Bid Proposal, and the Contract Price will be modified through a Change Order.

The final quantity of sheet piling left in place will be measured for payment based on the actual linear feet of material installed and accepted by the engineer, in accordance with the vertical requirements outlined in the approved working drawings. The horizontal payment limits will be as shown on the plans or as directed.

The lower vertical payment limit will be either the bottom of the cofferdam elevation specified in the approved working drawings or the actual bottom of the cofferdam, if higher. The upper vertical payment limit will be the cofferdam cutoff elevation shown on the plans or as directed.

**2.04.05 – Basis of Payment:** Add the following:

Any increases or decreases in the assumed quantity shown on Sheet 3, will be adjusted according to Unit Adjustment prices in the Bid Proposal, and the Contract Price will be modified through a Change Order. All other related expense will be paid under the Contract lump sum price.

**TECHNICAL SPECIFICATION**  
**REMOVAL OF SUPERSTRUCTURE**

Work under this item shall meet the requirements of Section 5.03 of Form 819, amended as follows:

**5.03.01 - Description:** Replace the first sentence with the following:

This work shall consist of the removal and satisfactory disposal of the existing bridge superstructure as shown on the plans. Items to be removed shall be the existing concrete deck, concrete beams, concrete bridge rail and any other items that may be attached thereto.

This work shall consist of the removal and return of the existing temporary bridge superstructure to a location determined by the Town.

**5.03.03 - Construction Methods:** Replace the entire Article with the following:

All work shall proceed in accordance with the details and notes appearing in the Contract Drawings, to the satisfaction of the Engineer.

The Contractor's attention is directed to the environmental sensitivity of the river and surrounding wetlands. This area is designated as a no-drop zone. The Contractor shall provide full shielding below the structure to prevent debris, tools, and/or other materials from entering into or dropping to the area below the structure. All debris shall be promptly cleaned up and removed from the site.

The removal shall not result in damage to any permanent construction (new or existing) or to adjoining property or brook area. If damage does occur, it shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the Municipality.

Prior to initiating work, the Contractor shall submit for approval - drawings and/or written descriptions of his proposed methods of constructing falsework, shielding the no-drop zone, protecting the environmentally sensitive adjoining property, and removing the existing bridge superstructures. Approval of the Contractor's plans shall not be construed as relieving the Contractor of any of his responsibility. Working drawings and design computations showing the Contractor's proposed means for providing temporary shielding shall be submitted to the Engineer in accordance with Subarticle 1.05.02-2.

**TECHNICAL SPECIFICATION**  
**RETAINING WALL (SITE NO. 1)**

**Description:** This item shall consist of designing, furnishing and constructing a retaining wall and all incidentals necessary to complete the work in the location, at the grades, and to the dimensions and details shown on the plans.

Retaining Wall Selection: The retaining wall type shall be selected from the list of retaining walls shown on the plans. The plans may also detail a cast-in-place reinforced concrete retaining wall. The Engineer will reject any proposed retaining wall type that is not listed on the plans.

The plans will list all proprietary retaining walls that are appropriate for each Site. This list does not warrant that the walls can be designed to meet either the dimensional, structural, or geotechnical constraints at each Site.

Refer to the Department's Qualified Product List (QPL) for the current approved proprietary retaining wall and for the suppliers' contact information; no other proprietary retaining walls will be allowed. The Department's QPL can be found at:

<https://portal.ct.gov/-/media/DOT/documents/dresearch/conndotqplpdf.pdf?la=en>

**NOTE: SEE THE PLANS FOR THE SPECIFIC RETAINING WALL TYPES THAT ARE ACCEPTABLE FOR EACH SITE.**

On-Site Representative: A qualified and experienced representative from the retaining wall supplier shall be at the Site at the initiation of wall construction to assist the Contractor and the Engineer at no additional cost to the Department. The wall supplier's on-Site representative shall have, in the past three years, successfully installed at least three retaining walls of the height, length and complexity similar to the retaining wall(s) shown on the plans and meeting the tolerances specified herein. If there is more than one wall or more than one wall type on the plans, then this criterion will apply to the construction of the initial wall only, or the initial wall of each wall type only. After the initial wall construction, the representative shall also be available on an as needed basis, as requested by the Engineer.

Pre-Installation Meeting: A Pre-Installation meeting shall be scheduled prior to commencement of construction activity. Attendees shall include the Engineer, the Contractor (including wall construction crew chiefs), the wall Subcontractor, wall manufacturer and wall designer, or their respective representatives. No wall construction activity shall be performed until the Contractor's final submittal has been approved by the Engineer and the Pre-Installation meeting has been held.

Design: Design computations are not required for the cast-in-place wall option detailed on the plans except the Contractor shall submit working drawings and design computations, in accordance with Article 1.05.02, for any temporary earth retaining systems (TERS) necessary (included in the lump sum item)..

The submissions for proprietary retaining walls shall be treated as working drawings in accordance with Section 1.05.02.

1. Design Computations: If the Contractor chooses one of the proprietary wall options, he is fully responsible for the design, detailing and additional specifications required. The actual designer of the retaining wall shall be a qualified Professional Engineer licensed in the State of Connecticut. The designer must have designed at least three proprietary walls within the last three years.
2. Designer's Liability Insurance: The Designer of the proprietary retaining wall shall secure and maintain, at no direct cost to the Department, a Professional Liability Insurance Policy for errors and omissions in accordance with Articles 1.03.07 and 1.05.02.
3. Preliminary Submissions for Proprietary Retaining Walls: Prior to the start of fabrication or construction, the Contractor shall submit working drawings to the Engineer, which shall include, at a minimum the following:
  - a. Detailed Plans:
    - 1) Full plan view of the wall drawn to scale. The plan view must reflect the horizontal alignment and offset from the horizontal control line to the face of the wall. Beginning and ending stations, all utilities, signs, lights, etc. that affect the construction along with all property lines and easement lines adjacent to the retaining wall shall be shown.
    - 2) Full elevation view of the wall drawn to scale. Elevation views shall indicate the elevation at the top and bottom of walls, horizontal and vertical break points, and the location of finished grade.
    - 3) Typical cross sections drawn to scale including all appurtenances. Detailed cross sections shall be provided at significant reinforcement transitions such as wall ends.
    - 4) Details of all wall components and their connections such as the length, size and type of reinforcement and where any changes occur; modular component and facing details including reinforcing steel and reinforcement connections; joint material including geotextile filter location and horizontal joint compression material, etc.
    - 5) Drainage details for embankment backfill including attachment to outlets shown on plans.
    - 6) Details of any roadway drainage pipe projecting through the wall, or any attachments to the wall. Details of the treatment of drainage swales or ditches shown on the plans.
    - 7) Design parameters used along with references from latest edition of American Association of State Highway and Transportation Officials

- (AASHTO) LRFD Bridge Design Specifications, including the latest interims, as specified in the plans.
- 8) Material designations for all materials to be used.
  - 9) Detailed construction methods including a Quality Control plan. Construction Quality Control plans shall include monitoring and testing frequencies (e.g., for setting batter and maintaining horizontal and vertical control), construction restraints, and specific requirements for construction around obstructions.
  - 10) Details of parapet attachments where required, along with any lighting and/or signing requirements.
  - 11) Details of architectural treatment where required.
  - 12) Details of TERS where required.
  - 13) Details of retaining wall treatment where the wall abuts other structures.
  - 14) Treatment at underground utilities where required.
- b. Design Computations:
- 1) Computations shall clearly refer to the applicable AASHTO LRFD Bridge Design Specifications provisions as stated on the plans.
  - 2) Documentation of computer programs including all design parameters.
  - 3) The design shall meet the criteria listed below.
- c. Construction Specifications:
- 1) Construction methods shall be specific to the proprietary retaining wall chosen. These specifications shall include construction limitations including vertical clearance, right-of-way limits, etc.
  - 2) Submittal requirements for materials such as certification, quality, and acceptance/rejection criteria.
  - 3) Details on connection of modular units and connection of reinforcements including assurance of uniform stress transfer.
  - 4) Any other requirements.
4. Final Submissions for Proprietary Retaining Walls: Once a proprietary retaining wall design has been reviewed and accepted by the Department, the Contractor shall submit working drawings in accordance with Article 1.05.02.
- The working drawing submission shall be made no later than 14 days after acceptance by the Department. No work shall be performed on the retaining wall until the Department has accepted the working drawings.
- Acceptance of the working drawings shall not relieve the Contractor of responsibility for the successful completion of the work.
- The Contractor's designer of the proprietary retaining wall shall review any shop drawings prepared for the fabrication of the wall. One set of full size approved shop drawings shall be submitted per Article 1.05.02-2. Working Drawings.

## 5. General Design Requirements:

- a. All designs for proprietary walls and TERS (if required) shall meet the requirements of the latest edition of the AASHTO LRFD Bridge Design Specifications including the latest Interims published except as noted otherwise herein.
- b. The wall design shall follow the dimensions of the wall envelope shown on the plans.  
For all proprietary walls, the top of the leveling pad or reinforced concrete toe footing shall be located at or below the bottom of the footing elevation shown on the plans. If no footing elevation is shown, the minimum wall embedment shall be 4 feet as measured to the top of the leveling pad or toe footing.  
If steps at the bottom of the wall are required, they shall be kept at or below the footing elevation shown on the plans. Steps in addition to those shown on the plans will be permitted at no additional cost to the Department.
- c. The wall shall be designed to be within all property lines and easement lines shown on the plans. If additional work areas are necessary for the construction of the proprietary retaining wall, the Contractor shall be responsible for obtaining the rights from the affected property owners. Copies of these rights shall be forwarded to the Department.
- d. The top of the wall shall be at the top of the wall elevations shown on the plans. Where coping or barrier is utilized, the wall face panel shall extend up into the coping or barrier a minimum of 2 inches. The top of the face panels may be level or sloped to meet the top of the wall line noted.
- e. Cast-in-place concrete will not be an acceptable replacement for areas noted by the wall envelope, except for minor grouting of pipe penetrations and leveling required for coping or traffic barrier.
- f. The wall shall be designed for a minimum live load surcharge as specified in AASHTO LRFD Bridge Design Specifications Article 3.11.6. If there are specific live load surcharges acting on the wall, they shall also be accounted for. The minimum equivalent fluid pressure used to design the wall shall meet the requirements of AASHTO LRFD Article 3.11.5.
- g. If stated on the plans, the retaining wall shall be designed for seismic forces according to the AASHTO LRFD Bridge Design Specifications.
- h. If the wall is detailed with a concrete parapet, the top two courses of prefabricated modular walls units shall be designed to support a transverse railing load of 10 kips. The 10 kip load may be distributed over the length of the parapet section between joints, but not exceeding 20 feet. Computations that verify the stability of the top two courses of the modular units shall be submitted to the Engineer.  
The detailing and reinforcement in the parapet section above the gutterline or finished grade, including any light standard attachments, shall be as shown on the plans.
- i. The wall shall be designed to accommodate all roadway drainage and drainage structures as shown on the plans.

- j. At a minimum, an underdrain system shall be provided for leading subsurface and surface water away from the backfill and outside limits of the wall.
- k. Hydrostatic Forces: Unless specified otherwise, when a design high water surface is shown on the plans at the face of the wall, the design stresses calculated from that elevation to the bottom of wall must include a 3-foot minimum differential head of saturated backfill. In addition, the buoyant weight of saturated soil shall be used in the calculation of pullout resistance.
- l. The Maximum Design Foundation Pressures for both Strength and Service Limit States shall be as shown on the plans. The foundation pressure stated assumes a uniform pressure distribution. If additional soils information is required by the Contractor’s designer, it must be obtained by the Contractor at no additional cost to the Department.
- m. Backfill: The friction angle of the Pervious Structure Backfill used in the reinforced fill zone for the internal stability design of the wall shall be assumed to be 34 degrees unless shown otherwise on the plans. The friction angle of the in-situ soils shall be assumed to be a maximum of 30 degrees unless otherwise shown on the plans.
- n. Parapet and Moment Slab Design:
  - 1) General requirements for parapet and moment slab design:
    - Where an unyielding barrier (e.g. concrete barrier, parapet) on top of the retaining wall is warranted, the parapet and moment slab shall be designed in accordance with the latest AASHTO LRFD Bridge Design Specifications, including the latest interim specifications and errata, amended as follows:
      - The parapet shall be designed and constructed of precast or cast-in-place concrete. The moment slab shall be designed and constructed of cast-in-place reinforced concrete.
      - Above the finished grade, the parapet dimensions, concrete and reinforcement shall meet the Department’s retaining wall parapet details. Below the finished grade, the parapet shall be designed to resist the forces specified in the following table:

MASH Test Level	Parapet Height (in.)	Design Transverse Impact Force $F_t$ (kips)	Height of Design Impact Force (in.)
TL-3	≥ 29	71	19
TL-4	36	68	25
	> 36	80	30
TL-5	42	160	35
	> 42	262	43

The structural design of the moment slab and its connection to the parapet shall resist, at a minimum, a transverse load equal to 100% of  $F_t$ . The length of the structural connection between parapet and moment slab assumed to resist

transverse force  $F_t$  shall be the distance between parapet joints but not greater than 30 feet in any case.

The minimum thickness of the moment slab shall be 1 foot.

The design of the moment slab for overturning and sliding shall be based on a lateral force of 10 kips static load. The length of the moment slab assumed to resist sliding and overturning may exceed parapet joint spacing providing the slab is monolithic beneath the joints, but shall be no greater than 30 feet in any case. The moments shall be summed about the front face of the wall facing. All resistance factors shall be taken as 1.0. The internal angle of friction for the soil shall be assumed to be 34 degrees unless otherwise shown on the plans.

Minimum concrete cover for reinforcing steel shall be 2 inches for top bars and 3 inches for bottom bars.

2) Precast Concrete Parapet Alternative:

- Precast parapet sections shall be no less than 10 feet in length.
- Parapets shall include details for shear transfer between adjacent units by either concrete shear keys or steel dowels as follows:
  - Shear keys, when used, shall be monolithically cast in each parapet section or joint location. Shear keys shall be located vertically within the top 32 inches of the parapet and shall be a minimum of 24 inches in length with a tapered width between 3 and 4 inches, and a minimum interlock depth of 2 inches.
  - Steel dowels, when used, shall be, at a minimum, 14 inches long and have a 1-inch diameter at each parapet interface. The steel dowels shall be smooth and, at a minimum, number 3 bars. Steel dowels shall be located in each parapet joint and spaced approximately 1 foot apart vertically. Steel dowels shall be positioned to project equally into each adjoining parapet section and shall be detailed to avoid impeding shrinkage and thermal movements. Bond breakers may be used with steel dowels for that purpose. Alternatively, pockets may be cast to receive steel dowels in adjacent parapet units. Pocket widths shall not exceed steel dowel diameters by more than 1/2 inch.
- Moment slabs for precast concrete parapets shall be structurally continuous throughout the overall retaining wall length. Construction joints are permitted in moment slabs.

3) Cast-in-Place Parapet Alternative:

The minimum distance between parapet joints shall be 20 feet. Expansion and contraction joints shall be placed in accordance with Section 11.6 of the AASHTO LRFD Bridge Design specifications. Expansion and contraction joints shall be located a minimum of 10 feet from the nearest edge of a catch basin. Expansion and

contraction joints shall be located a minimum of 6 feet from the centerline of light standard anchorages and junction boxes. Preformed expansion joint filler, ½ inch thick, shall be installed at the expansion joints in the parapet.

Parapets shall include details for shear transfer between sections by way of concrete shear keys or steel dowels as follows:

- Shear keys, when used, shall be monolithically cast in each parapet section or joint location. Shear keys shall be located vertically within the top 32 inches of the parapet and shall be a minimum of 24 inches in length with a tapered width between 3 and 4 inches, and a minimum interlock depth of 2 inches.
- Steel dowels, when used, shall be a minimum of 14 inches long and have a 1-inch diameter at each parapet interface. The steel dowels shall be smooth and, at a minimum, number 3 bars. Steel dowels shall be located in each parapet joint and spaced approximately 1 foot apart vertically. Steel dowels shall be positioned to project equally into each adjoining parapet sections and shall be detailed to avoid impeding shrinkage and thermal movements. A bond breaker shall be used with steel dowels for that purpose.

Moment slabs for cast-in-place parapets shall extend to the outside face of the retaining wall as shown on the plans. Moment slabs for cast-in-place parapets shall be structurally continuous throughout the overall wall length, except for the purpose of crack control at parapet contraction and expansion joint locations, longitudinal reinforcing within 2 feet of the retaining wall face shall be discontinuous. All remaining longitudinal reinforcement in moment slabs at parapet expansion and contraction joints shall be continuous. A vertical 1 inch deep chamfer on the exposed face of the moment slab shall be provided in locations directly under parapet expansion and contraction joints. Construction joints are permitted in cast-in place moment slabs.

6. Design Requirements for Mechanically Stabilized Earth Walls: The design shall consider the internal stability of the wall mass as outlined below. The global stability of the structure, including slope stability, bearing capacity at strength and service limit states, and total and differential settlement, is the responsibility of the Department.
  - a. Soil Reinforcement: The soil reinforcement shall be the same length from the bottom to the top of each wall section. The reinforcement length defining the width of the entire reinforced soil mass may vary with wall height along the length of wall. The minimum length of the soil reinforcement shall be 70% of the wall height, H, or 8 feet, whichever is greater.

The soil reinforcement shall be of sufficient length to provide for the required factored resistances for sliding, overturning and pullout loads (as designated in AASHTO LRFD Bridge Design Specifications) and shall be the minimum lengths required for external stability as recommended by the Department. Calculations of stresses, pullout factored

loads and resistances shall be in accordance with the most recent AASHTO LRFD Bridge Design Specifications.

- b. Calculations for factored loads and resisting forces shall be based on assumed conditions at the end of the design life. The design life shall be 75 years unless otherwise indicated on the plans. The design of soil reinforcements shall account for section loss as outlined in the AASHTO LRFD Bridge Design Specifications. All soil reinforcement shall be hot-dip galvanized in accordance with ASTM A123.
7. Design Requirements for Prefabricated Modular Walls: The general design of the retaining wall shall be according to the AASHTO LRFD Bridge Design Specifications. The Contractor shall be responsible for internal stability aspects of wall design. The design shall consider the stability at each level of modules. The global stability of the structure, including slope stability, bearing capacity at strength and service limit states, and total and differential settlement, is the responsibility of the Department.
- a. Infill: The maximum assumed unit weight of infill material used for overturning stability analysis shall be 100 pounds per cubic foot. If Doublewal modules are to be filled with crushed stone, the maximum assumed unit weight of the infill shall be 80 pounds per cubic foot.
  - b. Resistance Factors: The resistance factors used in the design computations shall be as specified in the AASHTO LRFD Bridge Design Specifications amended as follows: The unfactored resistance for pullout of the concrete stem for T-Walls shall be 1.5 times or greater than the unfactored loads. Shear keys shall not be included in these computations. Only resisting forces developed beyond the theoretical failure plane may be used in these computations.

**Materials:**

1. Cast-in Place Concrete Walls: The materials furnished and used in the work shall be those prescribed in the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, including supplemental specifications and applicable special provisions as specified in the Contract.
2. Prefabricated Modular and Mechanically Stabilized Earth Walls: Materials shall meet the following requirements, and those not listed below shall be as prescribed within the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, including supplemental specifications and applicable special provisions.
  - a. Concrete: The concrete shall meet the requirements of Section M.03 and as follows:

Concrete for all precast components shall be air-entrained, Portland cement, fine and coarse aggregates, admixtures and water. An air-entraining Portland cement or an approved air-entraining admixture shall be used. The entrained-air content shall be from 4% to 7%. The concrete shall attain a minimum 28-day strength ( $f'_c$ ) of 4,500 pounds per square inch. The mix design shall be furnished to the Engineer.

Concrete for footings or unreinforced leveling pads shall meet the requirements of Class PCC03340 Concrete. Class PCC04460 Concrete shall be used for cast-in-place concrete copings.

Concrete Finish: Unless otherwise indicated on the plans or elsewhere in the specifications, the concrete surface for the exposed face shall have a steel form finish. All non-exposed surfaces shall have an unformed finish which shall be free of open pockets of aggregate and surface distortions in excess of 1/4 inch.

Special Surface Treatment: If a special surface finish is proposed, before proceeding with production, a model face panel shall be provided by the fabricator for the Engineer's approval, to establish a guide and standard for the type of finish on the exposed face. This panel shall be stored at the fabricator's plant to be used for comparison purposes during production. Formed surfaces other than the exposed face shall not require a special finish.

Acceptance Criteria for Precast Components: Acceptance of precast components shall be based on the concrete strength, the soil reinforcement connection devices and the panel or module dimensions meeting the manufacturer's allowable tolerances. Any chipping, cracks, honeycomb or other defects shall be within acceptable standards for precast concrete or repaired as determined by the Engineer.

It is recognized that certain cracks and surface defects are not detrimental to the structural integrity of the precast components if properly repaired. The Engineer shall determine the need for, and proper method of, such repair and all repairs shall be approved by the Engineer prior to acceptance for use in wall construction.

Marking: The date of manufacture, production lot number, and piece-mark shall be clearly marked on the non-exposed side of each element.

- b. Reinforcing Steel: Reinforcing steel shall meet the requirements of ASTM A615, Grade 60. All reinforcing bars shall be hot-dip galvanized, after fabrication, to the requirements of ASTM A767, Class 1, including supplemental requirements.
- c. Attachment Devices for Prefabricated Modular Walls: All structural connectors shall be hot-dip galvanized according to the requirements of ASTM A123 (AASHTO M111). The minimum thickness of the galvanizing shall be based on the service life requirements in the AASHTO LRFD Bridge Design Specifications.
- d. Soil Reinforcing and Attachment Devices for MSE Walls:
  - 1) Soil Reinforcement: Steel strip reinforcement bands shall be hot rolled to the required shape and dimensions. The steel shall meet the requirements of ASTM A572 Grade 65 unless otherwise specified.

Welded wire fabric reinforcement shall be shop fabricated from cold-drawn wire of the sizes and spacing shown on the plans. All wire and welded wire fabric shall meet the requirements of ASTM A1064 or AASHTO M 336M/M 336. Welded wire fabric shall be galvanized in accordance with the requirements of AASHTO M 111 or ASTM A123.

All soil reinforcement and structural connectors shall be hot-dip galvanized in accordance with ASTM A123 (AASHTO M111). The minimum thickness of the galvanizing shall be based on the service life requirements as previously stated.

- 2) Connection Hardware: Connection hardware shall be in accordance with the details on the plans, and shall meet the requirements in the special provisions or plans. All fasteners shall be galvanized in accordance with ASTM A153 or AASHTO M 232 and shall meet the requirements of AASHTO M 164. The minimum thickness of the galvanizing shall be based on the service life requirements as previously stated.
- e. Joint Materials: All horizontal and vertical joints between panels shall be covered by a Geotextile (Separation-High Survivability) meeting the requirements of Subarticle M.08.01-19. The minimum width and lap shall be 12 inches. Details of installation including connection of the geotextile to coping shall be provided.
- f. Backfill: Backfill shall be Pervious Structure Backfill meeting the requirements of Articles M.02.05 and M.02.06. In addition, the backfill for Mechanically Stabilized Earth Walls shall meet all of the following electrochemical requirements:

PROPERTY	REQUIREMENT	TEST METHODS
Resistivity at 100% saturation	Minimum 3000 ohm-cm	ASTM G57-06 (2012) AASHTO T288
pH	Acceptable Range 5.0 – 10.0	ASTM G51-95 (2012) AASHTO T289
Chlorides	Maximum 100 ppm	ASTM D512 or D4327 AASHTO T291
Sulfates	Maximum 200 ppm	ASTM D516 or D4327 AASHTO T290
Organic Content	Maximum 1%	ASTM D2974 or AASHTO T267

- g. Smooth Steel dowels: Steel dowels used in parapet joints shall meet the requirements of ASTM A36 and shall be galvanized in accordance with ASTM A153.

**Construction Methods:**

- 1. Cast-in-Place Concrete Walls: All construction methods for cast-in-place retaining walls shall be in accordance with the detailed requirements prescribed for the construction of the appropriate component items as specified in the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction.
- 2. Prefabricated Modular Walls: All construction methods for prefabricated modular retaining walls shall be in accordance with the detailed requirements prescribed for the construction of the appropriate component items as specified in the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, with the following additional requirements:

- a. Inspection and Rejection: The quality of materials, process of manufacture, and finished units shall be subject to inspection by the Engineer prior to shipment.
  - Modular units which have imperfect molding, honeycomb, open texture concrete, or broken corners shall be repaired to the satisfaction of the Engineer or shall be rejected. Insufficient compressive strength shall also be cause for rejection.
  - Modular units with special surface treatments shall be rejected if there are variations in the exposed face that deviate from the approved model as to color or texture in accordance with precast concrete industry standards.
- b. Installation: The modular units shall be installed in accordance with manufacturer's recommendations. Special care shall be taken in setting the bottom course of units to true line and grade.
  - The vertical joint opening on the front face of the wall shall not exceed 3/4 inch. Vertical tolerances and horizontal alignment of the wall shall not exceed 3/4 inch in 8 feet from the vertical. The plumbness of the wall from top to bottom shall not exceed 1/2 inch per 8 feet, or 1 inch total, whichever is less, measured from the face line shown on the plans. A strip of geotextile shall be installed at all vertical joints.
  - Assembly of the various components shall not place any undue strain or stress on any of the members that constitute the completed structure.
- c. Backfilling:
  - 1) Doublewal:
    - Infill for modular units shall be placed one course at a time, in lifts not exceeding two feet in thickness. The dry density of each lift of Pervious Structure Backfill, after compaction, shall meet the requirements of Article 2.16.03.
    - Placement of the Pervious Structure Backfill behind the wall shall follow erection of successive courses of modular units. The difference in backfill elevation between the interior and exterior of the wall shall not exceed 6 feet.
    - The units may be backfilled with crushed stone if the design of the retaining wall was based on a density of 80 pounds per cubic foot.
    - All Pervious Structure Backfill placed outside of the modular units shall be placed in accordance with the requirements of Article 2.16.03.
    - At the end of each work shift, the Contractor shall slope the last level of backfill away from the wall facing to direct runoff away from the wall face. The Contractor shall control and divert runoff at the ends of the wall to prevent erosion. In addition, the Contractor shall prevent surface runoff from entering the wall construction site.
  - 2) T-Wall:
    - Backfill placement in the interior of the wall unit and behind the wall shall follow erection of each course of prefabricated wall modules. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials or misalignment of the modules. Any wall materials which become

damaged or disturbed during backfill placement shall be removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. Any backfill material placed within the wall envelope which does not meet the specified material requirements shall be corrected or removed and replaced at the Contractor's expense.

- Each lift (10 inches thick maximum) shall be placed and compacted with a mechanical or vibratory compactor to meet the density requirements in Article 2.16.03. The Contractor may reduce the lift thickness to obtain the specified density.
  - Compaction within 3 feet of the module face shall be achieved by at least three passes of a lightweight mechanical tamper, roller or vibratory system. The specified lift thickness shall be adjusted as warranted by the type of compaction equipment actually used. Care shall be exercised in the compaction process to avoid misalignment or damage to the module. Heavy compaction equipment shall not be used to compact backfill within 3 feet of the wall face. Sheepfoot rollers and puddling for compaction will not be allowed. The Contractor shall take soil density tests, in accordance with Article 2.16.03, to ensure compliance with specified compaction requirements and if a compaction test fails, no additional backfill shall be placed over the area until the lift is recompacted and a passing test is achieved.
  - The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with Article 2.16.03.
  - At the end of each day's operation, the Contractor shall slope the last level of backfill away from the retaining wall facing to direct runoff away from the retaining wall face. The Contractor shall control and divert runoff at the ends of the wall to prevent erosion or washout of the wall section does not occur. In addition, the Contractor shall prevent surface runoff from entering the wall construction site.
3. Mechanically Stabilized Earth Walls: All construction methods for items not listed below shall be in accordance with the detailed requirements prescribed for the construction of the appropriate items as specified in the Standard Specifications for Roads, Bridges, and Incidental Construction.
- a. Foundation Preparation: The foundation for the structure shall be graded level for a width equal to or exceeding the length of the soil reinforcements, or as shown on the plans. Prior to wall construction the foundation, if not rock, shall be compacted. Any

foundation soils found to be unsuitable shall be removed and replaced with Granular Fill or as shown on the plans.

At each panel foundation level, an un-reinforced concrete leveling pad shall be constructed as shown on the plans. Granular Fill leveling pads are not allowed. The concrete leveling pad shall be cast to the design elevations as shown on the plans and shall meet the pertinent requirements of Section 6.01.

- b. Wall Erection: Panels shall be placed in successive horizontal lifts in the sequence shown on the plans as backfill material is placed behind the panels, and the panels shall be maintained in a vertical position. The vertical joint opening on the front face of the wall panels shall not exceed 3/4 inch. Vertical tolerances and horizontal alignment of the wall face shall not exceed 3/4 inch in 8 feet from the vertical. The plumbness of the wall from top to bottom shall not exceed 1/2 inch per 8 feet, or 1 inch total, whichever is less, measured from the face line shown on the plans.

The allowable offset in any panel joint shall be 3/4 inch. The final horizontal and vertical joint gaps between adjacent facing panel units shall be within 1/8 inch and 1/4 inch, respectively, of the design final joint opening per the approved working drawings.

- c. Placement of Reinforcements: Soil reinforcements shall be placed normal to the face of the wall, unless otherwise shown on the plans. All reinforcement bands shall be structurally connected to the wall face per the manufacturer's detail.

The reinforcement shall bear uniformly on compacted soil from the wall connection to the free end of the reinforcing elements. The reinforcement placement elevation shall be at, or at most 2 inches above, the connection elevation. Bending of reinforcement in the horizontal plane that results in a permanent deformation in their alignment is not allowed. Gradual bending in the vertical direction that does not result in permanent deformations is allowable.

Connection of reinforcements to piles or bending of reinforcements around piles is not allowed. A structural connection (yoke) from the retaining wall panel to the reinforcement shall be used to avoid cutting or excessive skewing of reinforcements due to pile or utility conflicts.

Where overlapping of reinforcement may occur, such as at corners, reinforcing connections to panels shall be adjusted to maintain at least 3 inches of vertical separation between overlapping reinforcement.

- d. Backfill Placement: Backfill placement shall follow erection of each course of panels. Backfill shall be placed to avoid any damage, disturbance to the wall materials or misalignment of the facing panels, or damage to soil reinforcement. The Contractor shall place backfill to the level of connection and shall ensure that no voids exist directly underneath the reinforcing elements.

Any wall materials which become damaged or disturbed during backfill placement shall be either removed and replaced at the Contractor's expense or corrected, as directed by the Engineer. The Contractor may submit alternative corrective procedures to the Engineer for consideration. Proposed alternative corrective procedures shall have the

concurrence of the MSE wall supplier and designer, in writing, prior to submission to the Engineer for consideration. All corrective procedure development and actions shall be at the Contractor's expense.

Any backfill material placed within the reinforced soil mass which does not meet the specified requirements shall be corrected or removed and replaced at the Contractor's expense.

The fill shall be spread by moving the machinery parallel to or away from the wall facing so that the steel reinforcement remains normal to the face of the wall. Construction equipment shall not operate directly on the steel reinforcement. A minimum fill thickness of 3 inches over steel reinforcement shall be required prior to operation of vehicles. Sudden braking and sharp turning shall be avoided.

Backfill shall be installed in accordance with Article 2.16.03, except as follows:

If 30% or more of the backfill material is greater than 3/4 inch in size, the acceptance criterion for control of compaction shall be either a minimum of 70% of the dry density of the material as determined by a test method performed by the Contractor, or by following a specification provided by the wall supplier. The wall supplier's specification shall be based on a test compaction section, which defines the type of equipment, lift thickness, number of passes of the specified equipment, and placement moisture content.

Backfill shall be compacted using a static-weighted or vibratory roller. Sheepfoot or grid type rollers shall not be used for compacting material within the limits of the soil reinforcement. The Contractor shall take soil density tests, in accordance with Article 2.16.03, to ensure compliance with specified compaction requirements.

The maximum lift thickness after compaction shall not exceed 10 inches, regardless of the vertical spacing between layers of soil reinforcements. The Contractor shall decrease this lift thickness, if necessary, to obtain the specified density. Prior to placement of the soil reinforcements, the backfill elevation at the face shall be level with the connection after compaction. From a point approximately 3 feet behind the back face of the panels to the free end of the soil reinforcements, the backfill shall be 2 inches above the attachment device elevation unless otherwise shown on the plans.

Compaction within 3 feet of the back face of the panels shall be achieved by at least three passes of a lightweight mechanical tamper, roller or vibratory system. The minimum number of passes and rolling pattern shall be determined, prior to construction of the wall, by constructing a test pad section. The minimum dimensions of the test pad shall be 5 feet wide, 15 feet long, and 3 feet final depth. The specified lift thickness shall be adjusted as warranted by the type of compaction equipment actually used. Care shall be exercised in the compaction process to avoid misalignment of the panels or damage to the attachment devices. Heavy compaction equipment shall not be used to compact backfill within 3 feet of the wall face.

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture

content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with Article 2.16.03 (with oversize correction, as outlined in Note 7).

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to direct runoff away from the wall face. The Contractor shall control and divert runoff at the ends of the wall to prevent erosion. In addition, the Contractor shall prevent surface runoff from entering the wall construction site.

**Method of Measurement & Payment:** This work, being paid for on a lump sum basis, will not be measured for payment. Prior to the commencement of work on this item, the Contractor shall submit a proposed schedule of values for review and approval by the Engineer.

**TECHNICAL SPECIFICATION**  
**PREFORMED JOINT SEAL**

**Description:** Work under this item consists of furnishing and installing a preformed joint seal as shown on the plans. Work also includes a pre-installation survey to measure the pavement depth at all locations where the joint meets the curb.

**Materials:** One of the following Preformed Joint Seals specified on the plans shall be supplied:

V-Shaped Silicone Seals:

1. Silicoflex:  
RJ Watson, Inc.  
11035 Walden Ave  
Alden, New York 14004  
Tel: (716) 901-7020  
Website: <http://www.rjwatson.com>
  
2. V-Seal:  
D.S. Brown Company  
300 East Cherry Street  
North Baltimore, Ohio 45872  
Tel: (419) 257-3561  
Website: <http://www.dsbrown.com>

Foam-Supported Silicone Seals:

3. Bridge Expansion Joint System (B.E.J.S.):  
EMSEAL Joint Systems Ltd.  
25 Bridle Lane,  
Westborough, MA 01581  
Tel: (508) 836-0280  
Website: <http://www.emseal.com>
  
4. Wabo FS Bridge Seal  
Watson Bowman Acme Corp.  
95 Pineview Drive  
Amherst, NY 14228  
Tel: (716) 691-9239  
Website: <https://wbacorp.com/products/bridge-highway/joint-seals/wabofsbridge/>

When foam-supported silicone joint seals are the only type allowed on the plans (such as at bridge joints that extend through sidewalks), the CTDOT will consider products from other foam-supported silicone joint manufacturers, if the products have been installed by another State Department of Transportation, are functioning successfully in a similar climate to Connecticut's for at least one year, and are deemed by the CTDOT to be suitable for use in the specific application for which the Contractor is requesting. To be considered, the Contractor shall submit documentation indicating the product name, manufacturer, the contact information for a Department of Transportation official who can confirm the successful installation and continued success of the product, the date of installation and the nature of the installation, including thermal movement range and skew of the installed joint.

A Materials Certificate for all components of the selected preformed joint seal shall be submitted by the Contractor in accordance with the requirements of Article 1.06.07

**Construction Methods:** All work at each joint location shall be accomplished in accordance with "Maintenance and Protection of Traffic" and "Prosecution and Progress."

**Submittals:**

Prior to ordering preformed joint seals, and prior to forming block-outs for the preformed joint seals in the headers, the Contractor shall submit the following to the Engineer:

- The Manufacturer and product information of the selected joint system;
- Material safety data sheets (MSDS) and technical product information;
- Name and credentials of a qualified technical representative supplied by the manufacturer and acceptable to the Engineer. This person shall be available to provide assistance at the beginning of the work and be available to provide training and guidance throughout the project.
- A detailed, step-by-step installation procedure, including surface preparation, splicing of the preformed joint seal, and a list of the specific equipment to be used for the installation.

**Installation:** The technical representative of the accepted joint system shall be notified of the scheduled installation a minimum of 2 weeks in advance and be present to provide direction and assistance for the first joint installation and succeeding joint installations until the Contractor becomes proficient in the work and to the satisfaction of the Engineer.

The minimum ambient temperature for installing any of the qualified, preformed joint seals is 40°F and rising. When the manufacturer's requirement for minimum installation temperature is greater than 40°F, the manufacturer's requirement will govern.

All concrete surfaces to which sealing glands will be bonded shall be prepared in accordance with International Concrete Repair Institute (ICRI) concrete surface profile standards. The

minimum acceptable surface profile is CSP2 (grinding), but CSP3 (light abrasive blast) is preferred. Any discontinuities or sharp projections into the plane of the joint shall be ground smooth prior to blasting. Whenever abrasive blast cleaning is performed, the Contractor shall take adequate measures to ensure that the abrasive blast cleaning will not cause damage to adjacent traffic or other facilities. Traffic will not be allowed to pass over the joint after blasting has occurred.

Following blasting, the joint surfaces shall be wiped down or blown clean as recommended by the manufacturer.

The joint surfaces shall be completely dry before installing any of the components of the selected joint seal. The selected joint seal shall not be installed immediately after precipitation or if precipitation is forecast. Joint preparation and installation of the selected preformed joint seal must be done during the same day.

The selected joint sealing system shall be installed continuously with no field splices in the preformed seal in the roadway section, unless field splices are allowed by the manufacturer of the selected preformed joint seal. In no case shall field splices of the preformed joint seal be allowed in a wheel path or within the roadway shoulder. When splices cannot be avoided due to traffic constraints, the splice shall be at a painted lane line.

After the joint seal has been installed, water shall not be able to penetrate the joint. Any joint seal that does not effectively seal against water shall be removed and replaced at the Contractor's expense.

**TECHNICAL SPECIFICATION**  
**PRECAST CONCRETE BOX CULVERTS**

**Description:** Work under this item consists of furnishing and installing a precast concrete box culvert(s) as shown on the plans and as ordered by the Engineer. This item also includes all hardware, inserts, dowels for connections, reinforcing steel and joint materials as shown on the plans.

**Materials:**

- The concrete mix design shall meet the requirements of M.03.02, Class PCC05562, and shall be submitted to the Engineer.
- All reinforcing steel, including dowel bar mechanical connectors, shall be galvanized and shall meet the requirements of M.06.01.
- All threaded concrete inserts, lifting fixtures, and miscellaneous hardware cast into precast concrete components shall be galvanized in accordance with ASTM A153 or ASTM B695 Grade 50. All portions of the lifting and seating devices shall be recessed from the finished concrete surface.
- Non-shrink grout shall meet the requirements of M.03.05 and be suitable for submerged applications.
- Gaskets shall meet the requirements of ASTM D1056, C1677 or C990.
- Geotextiles shall be the "Separation (High Survivability)" type and shall be selected from the Department's Qualified Product List.

**Construction Methods:**

**1. Submittals:** All submittals shall include a title sheet with the following:

- Project number, town and crossing.
  - Bridge number, when shown on the plans.
  - Design code, as applicable.
  - Contact information for fabricator – contact information shall include name and address of the fabricator and the name of contact person with phone number and email address.
- (a) Shop Drawings - Precast Concrete Components:** Prior to fabrication, the Contractor shall submit an individually packaged set of shop drawings for the precast concrete components for each precast box culvert location to the Engineer for review, in accordance with the plans and 1.05.02. Each shop drawing package shall include details necessary for fabrication of each unique component, handling and installation of the precast concrete components, supporting documents for all materials incorporated into the precast concrete components and for other materials provided by the fabricator.
- (b) Working Drawings - Lifting and Seating Devices:** Prior to fabrication, the Contractor shall submit working drawings and supporting computations for the embedded lifting and seating devices required for the handling and installation of the precast concrete components at each box culvert location to the Engineer for review in accordance with

1.05.02. Prior to applying load to the embedded devices, the concrete shall attain the minimum concrete compressive strength associated with the safe working load of the device.

**(c) Working Drawings - Installation of Precast Concrete Components:** Prior to installation of the precast concrete components, the Contractor shall submit working drawings and supporting computations for the lifting and placement of the precast concrete components, to the Engineer for review in accordance with 1.05.02. Cranes shall be operated in accordance with the Connecticut Department of Public Safety regulations. The Contractor shall be responsible for verifying the weight of each lift. The working drawing submittal shall include, but not be limited to the following:

- Plan of the work area showing all structures, roads, railroad tracks, Federal and State regulated areas as depicted on the plans, overhead and subsurface utilities, property lines, or any other information relative to erection. No picks shall be allowed over vehicular, pedestrian, railway or vessel traffic.
- A detailed narrative describing the lifting and installation sequence.
- Manufacturer's data sheet for the crane(s) including the load/capacity chart. The capacity of the crane shall be adequate for the total lift/pick load including rigging, spreaders and other materials. In the area of railroads and navigable waterways, the capacity shall be as required by the regulatory authorities.
- Manufacturer's data sheets and product data sheets for all rigging (slings, spreader bars, blocks, etc.), lifting devices, and other connecting equipment and hardware listing the number, type, size, arrangement and capacity of each.
- Location of each crane for each pick.
- Crane support measures, including any support beneath the outriggers such as bearing pads, crane mats, planking or special decking, or other means to transfer the crane's total weight (including the lifted load) into the earth or structure beneath it.
- Delivery location of each component.
- Boom length and the lift and setting radius for each pick (or maximum lift radius).
- Pick point location(s) on each component.
- Lifting weight of each component including rigging (clamps, spreader beams, etc.)

**(d) Product Data – Field Installed Materials:** Prior to installation of the precast concrete components, the Contractor shall submit product data for field installed materials, such as non-shrink grout, geotextile, etc., not addressed in other submissions to the Engineer for review in accordance with 1.05.02.

**2. Fabrication and Manufacture:** The fabrication and manufacture of the precast concrete components shall meet the requirements of M.08.02-4 as supplemented by the following:

**(a) Reinforcing Steel:** Reinforcing steel shall be fabricated and installed in accordance with Articles 6.02.03-2 through 6.02.03-5. The welding of reinforcement is not permitted.

**(b) Test Cylinders:** During the casting of the components, the Contractor shall cast a minimum of four 4 inch × 6 inch test cylinders in accordance with AASHTO T23 during

each production run. Cylinders shall be cured under the requirements of ASTM C31 and shall be used to confirm that the concrete meets the requirements of M.03.02.

- (c) Placing Concrete:** Concrete shall not be deposited in the forms until the Contractor has inspected the reinforcing steel, including all other embedded components, and has documented such inspection.

Concrete shall not be deposited into the forms when the ambient temperature is below 40°F or above 100°F, unless adequate heating or cooling procedures have been previously approved by the Engineer. The concrete temperature shall be 60°F to 90°F at the time of placement.

Truck-mixed or transit-mixed concrete will not be allowed.

Production during the winter season, from November 15 to March 15 inclusive, will be permitted only on beds located in a completely enclosed structure of suitable size and dimension that provides a controlled atmosphere for the protection of the casting operation and the product.

Outside concreting operations will not be permitted during rainfall unless the operation is completely under cover.

The concrete shall be vibrated internally, or externally, or both, as needed to provide adequate flow and consolidation of the concrete. The vibration shall be provided in such a manner as to avoid displacement of reinforcing steel, forms, or other components. There shall be no interruption in the placement of concrete. Concrete shall be placed and vibrated sufficiently to produce a surface free from imperfections such as honeycombing, segregation, cracking, or checking.

Any deficiencies noted in the components may be cause for rejection.

- (d) Finishing:** All fins, runs, or mortar shall be removed from the concrete surfaces which will remain exposed. Form marks on exposed surfaces shall be smoothed by grinding. All exposed, outside concrete surfaces shall be given a grout clean-down finish in accordance with 6.01.03-10.
- (e) Handling and Storage:** Any precast concrete components damaged during storage, transportation or handling shall be repaired or replaced by the Contractor, at its own expense, as directed by the Engineer.
- (f) Repairs:** The Contractor shall submit to the Engineer, for review, any proposed methods or materials to be used in the repair of precast concrete components or defective surfaces. Precast concrete components with defective area greater than 10% as determined by the Engineer will be rejected.

- 3. Fabrication Tolerances:** Tolerances of forming precast concrete box sections shall be as follows:

- (a) **Internal Dimensions:** The internal dimensions shall be within 1% of the design dimensions or within 1 1/2 inches, whichever is less.
  - (b) **Roof, Floor and Wall Thickness:** The roof, floor and wall thickness shall be within 1/4 inch of the thicknesses shown in the design.
  - (c) **Laying Length of Opposite Surfaces:** Variations in laying lengths of two opposite surfaces of the box section shall be less than 1/8 inch/foot of internal span up to 3/4 inch maximum.
  - (d) **Length of Section:** The length of a section shall not vary from the designed length by more than 1/2 inch in any box section.
- 4. Pre-assembly of Box Sections:** Box sections shall conform to all dimensions within tolerances specified herein. Adjacent sections shall be assembled without a gasket at the manufacturing plant to ensure that all tolerances are met prior to shipping. All sections that will be joined with mechanical connectors shall be pre-assembled, complete with fasteners, to confirm alignment. The Department shall be given at least 2 working days' notice to inspect and evaluate the sections prior to shipping.
- 5. Installation:** The installation of the precast concrete box sections and components shall be in accordance with the plans and the following:
- (a) The installation of the precast concrete box sections shall proceed as required by the sequence of construction, stage construction plans, and the special provisions entitled "Prosecution and Progress" and "Maintenance and Protection of Traffic."
  - (b) Prior to installing the inlet and outlet end box culvert sections, a bed of non-shrink grout shall be placed on the cut-off walls. The end box culvert sections shall be connected to the cut-off wall using galvanized dowels installed in cast or drilled holes and bonded with non-shrink grout.
  - (c) All box culvert lap joints shall be sealed with rubber gaskets and must provide a silt-tight fit. A positive means, through the use of seating devices, shall be used for pulling each section against the adjacent section to assure a silt-tight joint. The gasket shall be uniformly compressed to a minimum of 1/2 of its uncompressed width. The joint opening between adjacent seated sections on all interior surfaces of the culvert shall be uniform and match the width shown on the plans. The interior surfaces on either side of the lap joints of the adjacent seated sections shall form a smooth and continuous plane, free from irregularities.
  - (d) After its installation, any box section, as determined by the Engineer, not acceptable in vertical or horizontal alignment for any reason, including but not limited to settlement, displacement, excess camber or misfit, shall be removed by the Contractor and correctly installed, as directed by the Engineer and at the Contractor's expense.

- (e) The lap joints on the exterior of the roof and the interior of the floor and the lap joints on the interior and exterior of the walls (full height on each side) shall be filled with non-shrink grout after seating the sections. The exposed portions of the lap joints within the haunches or fillets on the interior of the culvert sections shall also be filled with non-shrink grout. The non-shrink grout shall be finished smooth and flush with the adjacent concrete surface.

All portions of the lifting and seating devices that extend to or beyond the finished concrete surface shall be removed. All fixtures or holes cast into the sections for lifting or seating shall be completely filled with non-shrink grout and finished smooth and flush with the adjacent concrete surface.

The surface preparation, mixing, placing, curing, and finishing of the non-shrink grout shall follow the written instructions provided by the manufacturer of the grout. The Contractor shall furnish the Engineer with copies of the instructions.

Prior to the passage of flowing water over the with non-shrink grout, the non-shrink grout shall attain a minimum compressive strength of 3,000 psi.

- (f) Geotextile shall be placed on the exterior surface of the roof and walls of the culvert over the lap joints between the culvert sections. The geotextile shall extend 12 inches to each side of the joint and shall be attached to the culvert with silicone caulk.

- 6. Erection Tolerances:** The Contractor shall be responsible for ensuring the overall length of the box culvert meets the layout requirements on the plans within all acceptable tolerances as specified in the contract.

**Method of Measurement & Payment:** The work for the precast concrete box culvert will not be measured for payment but will be paid under the contract lump sum price.

## **TECHNICAL SPECIFICATION**

### **MEMBRANE WATERPROOFING (COLD LIQUID ELASTOMERIC)**

**Description:** Work under this item consists of furnishing and installing a seamless elastomeric waterproofing membrane system applied to a concrete or steel surface as shown on the plans, and as directed by the Engineer. Work shall also include conditioning of the surface to be coated, and all submittals and quality-control testing noted herein.

The completed membrane system shall be comprised of a primer coat, reinforcing material as specified or directed, membrane coating (minimum total thickness of 80 mil and maximum total thickness not to exceed 120 mil), an additional 40 mil membrane layer with aggregate broadcast into the material while still wet, and an application of tack coat.

**Materials:** The Contractor shall select a waterproofing membrane system from the Department's [Qualified Products List](#) (QPL) for Spray-Applied Membrane Waterproofing System. All materials incorporated in the work shall meet the Manufacturer's specification for the chosen system. A Manufacturer is the original source of supply as defined in Article 1.06.01 of CTDOT's Standard Specifications. The Engineer will reject any system that is not on the QPL.

Reinforcing material (to bridge gaps, joints and cracks) shall be as recommended by the manufacturer.

**Aggregate:** The aggregate shall be a nonfriable, durable #8 aggregate stone with no more than one-half percent (0.5%) passing the #200 sieve by weight.

**Concrete Deck Repair Material:** Depressions greater than ½ inch that are required to be filled before application of the membrane shall be repaired with a neat repair mortar as approved by the Engineer. If the repair includes engagement of reinforcing steel, the repair shall be performed under separate, appropriate Contract items.

#### **Construction Methods:**

##### **1. Submittals:**

At least 30 days prior to installation of the membrane system, the Contractor shall submit to the Engineer the following:

- (a) A Site-specific Installation Plan that includes, but is not limited to, the manufacturer's recommended equipment, materials and procedure for:
  - 1) Authorization by Manufacturer of applicator
  - 2) Safety precautions, SDS documents
  - 3) On site storage of material
  - 4) preparation of the deck surface and recommended surface moisture content at time of priming

- 5) Pre-treatment or preparation procedure at cracks and gaps, treatment at curbs, vertical surfaces or discontinuities
- 6) Overspray protections (masking and shielding)
- 7) Method and equipment for taking/calculating onsite temperatures and dewpoint temperatures as well as listing of acceptable temperature and dewpoint ranges for application of primer and/or membrane
- 8) Method and equipment for application of the primer and membrane
- 9) Treatment of already primed areas when delays occur; include allowable time frame for covering already placed primer or treatment if the primed surface is compromised
- 10) Treatment at overlap areas
- 11) Method for placement of the aggregated coat
- 12) All Quality Control (QC Plan) tests and procedures to be performed prior to and during the membrane system's installation
- 13) Recommended repair methods for system non-compliant issues identified during application

(b) Materials Certificate for the primer, membrane and aggregate in accordance with the requirements of Article 1.06.07.

(c) Concrete Mix Design: At least two weeks before installation, the Contractor shall submit the concrete mix design to the Engineer for acceptance. For RSCP material, NTPEP lab test data shall be submitted that demonstrates that the concrete mix matches the mix that was tested by NTPEP and meets the pre-qualification criteria in the QPL. This test data shall be submitted with a Materials Certificate and a Certified Test Report in accordance with Article 1.06.07.

Automated mechanical applicators will be considered for approval for use, provided there is a trial installation area to demonstrate that the required thickness can be consistently achieved. The Installation Plan shall identify and differentiate between areas using automated applicators and areas where hand application will be used, such as on vertical surfaces and at areas prior to installation of reinforcing material.

2. A technical representative, in the direct employ of the manufacturer, shall be present on-Site immediately prior to and during application of the membrane. The technical representative shall not be part of the installer crew or a foreman but is on Site solely to assist with QC. The technical representative shall review environmental conditions for proper application, inspect and approve the surface prior to priming, provide guidance on the handling, mixing and addition of components, observe application of the primer and membrane. The technical representative is required to notify the Engineer immediately when conditions are not within acceptable parameters and any further installation will be analyzed by the Engineer under Article 1.06.04. The technical representative shall perform all required QC testing and remain on the Project site until the membrane has fully cured.

All QC testing, including verbal direction or observations at the time of installation, shall be recorded and submitted to the Engineer for inclusion in the Project records. The QC testing data shall be received by the Department's Project personnel prior to any paving over the finished membrane, or within 24 hours following completion of any staged portion of the work.

3. **Applicator Approval:** The Contractor's membrane Applicator shall be fully trained and authorized by the membrane manufacturer and shall have successfully completed at least six spray membrane projects in the past two years. The Contractor shall furnish references from those projects, including names of contact persons and the names, addresses and phone numbers of persons who supervised the projects. This information shall be submitted to the Engineer prior to the submittal of the Installation Plan. The Engineer shall have sole authority to determine the adequacy and compliance of the submitted information. Inadequate proof of ability to perform the work will be grounds to reject proposed applicators.
4. **Job Conditions:**
  - (a) **Environmental Requirements:** Air and substrate temperatures shall be between 40°F and 104°F and the substrate shall be above the dew point. Outside of this range, the Manufacturer shall be consulted.

The Applicator shall be provided with adequate disposal facilities for nonhazardous waste generated during installation of the membrane system. The applicator shall follow safety instructions regarding respirators and safety equipment.

Extra care shall be taken to prevent the introduction of moisture onto the area to be membraned including, but not limited to, locating water rest break areas/devices away from the works, prevent vehicles from accessing the prepared areas that may have AC units that drip water. If there is any potential for moisture to impact application, operations shall cease until conditions warrant proper adherence to specification requirements.

- (b) **Safety Requirements:** All open flames and spark producing equipment shall be removed from the work area prior to commencement of application.

Personnel not involved in membrane application or inspection duties shall be kept out of the work area.

5. **Delivery, Storage and Handling:**
  - (a) **Packaging and Shipping:** All components of the membrane system shall be delivered to the Site in the Manufacturer's packaging, clearly identified with the product type, lot and batch number, manufactured date and expiry or "Best-used-by Date."

- (b) Storage and Protection: The Applicator shall be provided with a storage area for all components. The area shall be cool, dry and out of direct sunlight and shall be in accordance with the Manufacturer's recommendations and relevant health and safety regulations.

Copies of Safety Data Sheets (SDS) for all components shall be kept on Site for review by the Engineer or other personnel.

- (c) Shelf Life - Membrane Components: Packaging of all membrane components shall include a shelf-life date sealed by the Manufacturer. No membrane components whose original shelf life has expired shall be used.
6. Pre-application Meeting: A minimum one week prior to beginning any membrane waterproofing work, an on-site Pre-application meeting shall be scheduled to review all requirements of the approved Installation Plan. This meeting shall include representatives from the membrane system's Manufacturer and from the Installer as well as the Prime Contractor.
7. Surface Preparation:
- (a) Protection: The Contractor shall be responsible for the protection of equipment, adjacent areas, and affected pedestrians/traffic from over spray or other contamination. Permanent highway features adjacent to the work such as, but not limited to, curbs, parapets, sidewalks and bridge joints shall be masked prior to application of the materials.
  - (b) Surface Preparation: Surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae, growth, laitance, friable matter, dirt, bituminous products, previous waterproofing materials or any material that will affect the proper bonding/adhesion of the membrane to the surface receiving the membrane application. If required, degreasing shall be done by detergent washing in accordance with ASTM D4258.

Sharp peaks and discontinuities within the areas to be coated shall be ground smooth. Any peak greater than ¼ inch above the surface profile of the prepared substrate shall be ground to the surrounding elevation and voids and holes greater than ½" in the surface patched with appropriate material. The surface shall be abrasively cleaned, in accordance with ASTM D4259, to provide a sound substrate free from laitance and shall achieve a Concrete Surface Profile (CSP) as defined by the International Concrete Repair Institute (ICRI) of between 4 and 6. The QC representative shall have on their person and available for use by Department Engineers, a full CSP Chip Set to confirm concrete surface meets above profile requirement. Areas not falling within the noted range shall be re-addressed as needed.

Steel components to receive membrane waterproofing shall be blast cleaned in accordance with the Society of Steel Protective Coatings' SSPC-SP6, Commercial Blast Cleaning, and shall be coated with the membrane waterproofing system within the same work shift.

8. Inspection and Testing: Prior to priming of the surface, the Engineer, the Applicator and Manufacturer's technical representative shall inspect and approve the prepared substrate.

(a) Random tests for deck moisture content shall be conducted on the substrate by the Contractor at the Site using a "Sovereign Portable Electronic Moisture Master Meter," "Tramex CMEXpertII Concrete Moisture Meter" or approved equal. The minimum frequency shall be one test per 1000 s.f. but not less than three tests per shift for each contiguous section worked on during that shift. Additional tests may be required if atmospheric conditions change and retesting of the substrate moisture content is warranted.

The membrane system shall not be installed on substrate with a moisture content greater than 6%, or at a moisture content above the amount recommended by the written submittal installation documentation from the system's Manufacturer.

(b) The ambient air temperature and dew point temperature readings shall be taken immediately prior to starting any primer or membrane application and continuously throughout the installation process. No primer or membrane application shall be allowed if the difference between the two is 5° deg or less, or is not within the recommended air and dew point temperature ranges noted in the submitted Installation Plan from the system's Manufacturer.

(c) Random tests for adequate tensile bond strength shall be conducted by the Contractor on the substrate using an adhesion tester in accordance with the requirements of ASTM D7234 for concrete substrate or ASTM D4541 for steel substrate. The minimum frequency shall be one test per 5,000 s.f. but not less than three adhesion tests per shift for each contiguous section worked on during that shift. The locations of the pull tests shall be at least a distance from each other equal to or greater than 1/3 of the width or length (whichever is greater) of the area being worked in that section. The location of the pull tests shall be located in accordance with ASTM D3665 or a statistically based procedure of stratified random sampling approved by the Engineer.

Adequate surface preparation will be indicated by tensile bond strengths of the substrate greater than or equal to 150 psi or failure in a concrete surface and greater than or equal to 300 psi for steel surfaces.

If the tensile bond strength is lower than the minimum specified, the Engineer may request additional substrate preparation.

- (d) Grouted joints, materials that the membrane cannot bond to, and cracks or discontinuities that cannot be bridged over by the membrane material shall be covered by a reinforcing material recommended by the membrane system's Manufacturer prior to application of membrane layers as approved or directed by the Engineer.

9. Application:

- (a) The System shall be applied in the following distinct steps as follows:

- 1) Substrate preparation,
- 2) Priming,
- 3) Reinforcing material application over grouted joints, cracks, etc., embedded in wet membrane bonding layer,
- 4) Membrane application,
- 5) Membrane with aggregate.

- (b) Immediately prior to the application of any components of the System, the surface shall be adequately dry (see Section 8(a) of this specification) and any remaining dust or loose particles shall be removed using clean, dry, oil-free compressed air or industrial vacuum.
- (c) Where the area to be treated is bound by a vertical surface (e.g. curb or wall), the membrane system shall be continued up the vertical, if shown on the plans or directed by the Engineer.
- (d) The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results, in accordance with the Manufacturer's recommendations or as approved or directed by the Engineer. All components shall be used from its original packaging (barrels) or be discarded – no mixing of like materials from different batches shall be allowed.
- (e) A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.
- (f) Primer: The primer shall consist of one coat with an overall coverage rate of 125 to 175 s.f./gal unless otherwise recommended in the Manufacturer's written instructions.

All components shall be measured and mixed in accordance with the Manufacturer's recommendations.

The primer shall be spray applied using a single component spray system approved for use by the Manufacturer. If required by Site conditions and allowed by the manufacturer brush, squeegee or roller application will be allowed.

The primer shall be allowed to cure tack-free for a minimum of 30 minutes or as required by the Manufacturer's instructions, whichever time is greater, prior to application of the first lift of waterproofing membrane.

Porous concrete (brick) may require a second coat of primer should the first coat be absorbed.

**Bond Strength:** Random tests for adequate adhesion capacity shall be conducted on the primed substrate in accordance with the requirements of ASTM D7234 for concrete or ASTM D4541 for steel substrate. The minimum frequency shall be one test per 5,000 s.f. but not less than three adhesion tests per shift for each contiguous section worked on during that shift. The locations of the pull tests shall be at least a distance from each other equal to or greater than 1/3 of the width or length (whichever is greater) of the area being worked in that section. The location of the pull tests shall be located in accordance with ASTM D3665 or a statistically based procedure of stratified random sampling approved by the Engineer.

Adequate adhesion will be indicated by tensile bond strengths of primer to the substrate greater than or equal to 150 psi or failure in a concrete surface and greater than or equal to 300 psi for steel surfaces.

Any primer not adequately applied shall be removed and new primer applied at the Contractor's expense, as directed by Engineer.

Delays to the membrane installation following installation of the primer may necessitate remedial measures. Re-application of the primer or any work required due to, but not limited to, precipitation, ambient or dew point temperatures falling out of allowable zone, materials dropped on the surface, shall be accomplished as outlined in the Installation Plan.

- (g) **Membrane and Reinforcing Material:** Application of the membrane on the primed surface shall not commence until the primer is cured and adequate adhesion capacity achieved as described in Section 9(f) of this specification.

The waterproofing membrane shall consist of two equal 40 mil coats for a total dry film thickness of a minimum 80 mils but not to exceed 120 mils. successive coats shall be of a contrasting color to aid in Quality Assurance and inspection.

Hand sprayer application of a single layer at 80 mils may be allowed after demonstration on a test section of not less than 100 sq. feet, of the applicator's ability to meet specified tolerances has been reviewed and found acceptable to the Engineer.

Use of an automated mechanical applicator to achieve the required thicknesses in either one or two equal layers, may be allowed after demonstration on a test section of not less than 100 sq. feet, of the applicator's ability to meet specified tolerances has been reviewed and found acceptable to the Engineer.

Reinforcing material, if required, shall be applied as described in the Installation Plan.

The substrate shall be coated in a methodical manner.

Thickness checks: For each layer, checks for wet film thickness using a gauge pin or standard comb-type thickness gauge shall be carried out once every 100 s.f. Where rapid set time of the membrane does not allow for wet film thickness checks, ultrasonic testing (steel surfaces only), calibrated point-penetrating (destructive) testing, in-situ sampling (cutout of small sections for measuring thicknesses), or other methods approved by the Engineer shall be employed for determination of dry film thickness. The measured thickness of each and every individual test of the membrane shall be greater than or equal to the required thickness.

Bond Strength: Random tests for adequate adhesion shall be conducted on the membrane in accordance with the requirements of ASTM D7234 for concrete substrate or ASTM D4541 for steel substrate. The minimum test frequency shall be one test per 5,000 s.f. but no less than three adhesion tests per bridge. Adequate adhesion will be indicated by tensile bond strengths of the membrane to the substrate of greater than or equal to 150 psi or failure in a concrete surface, and greater than or equal to 300 psi for steel surfaces.

Repair the membrane system following destructive testing and correct any deficiencies in the membrane system or substrate noted during QC testing in accordance with the Manufacturer's recommendations to the satisfaction of the Engineer at no additional cost to the State.

- (h) Repairs: For areas left untreated or where the membrane hasn't bonded or becomes damaged, a patch repair shall be carried out to restore the integrity of the system. The damaged areas shall be cut back to sound materials, abraded and wiped with solvent (e.g. acetone or other manufacturer-recommended material) up to a width of at least six inches on the periphery, removing any contaminants unless otherwise recommended by the Manufacturer. The substrate shall be primed as necessary and tested for adhesion before the membrane layer(s) are applied. A continuous layer shall

be obtained over the substrate with a six-inch overlap onto any adjacent existing membrane. The repaired area shall be tested for adhesion, with a minimum of one test per repair area.

- (i) Overlapped areas: Where the membrane is to be joined to existing cured material, the overlapped area shall be cut back to sound material if necessary, abraded and wiped with solvent (e.g. acetone or other manufacturer-recommended material) or cleaned in accordance with the Installation Plan, up to a width of at least six inches prior to application of the overlapping membrane material. A continuous layer shall be obtained over the substrate with a six-inch overlap onto existing membrane. The overlapped section shall be tested for adhesion, with a minimum of one test per 200 lineal feet.
- (j) Aggregated Finish:
  - 1) Apply an additional 40 mil thick layer of the membrane material immediately followed by an aggregate coating, before the membrane cures, at a rate to fully cover the coated area to a point where no membrane material is visible. The membrane and aggregate shall be fully integrated after the aggregate has been applied and the membrane cured.
  - 2) Using motorized mechanical sweepers followed by a vacuum or motorized blower apparatus, remove all loose and excess aggregate and fines from the surface, to the satisfaction of the Engineer, and dispose of properly prior to application of tack coat and overlay.
  - 3) Traffic shall not be allowed to travel on the completed membrane system without prior approval of Engineer upon consultation with Manufacturers technical representative.
  - 4) Localized areas not fully coated following removal of loose aggregate, defined as being at least 90% covered with well-adhered aggregate within any one square foot area, shall be touched-up with additional membrane and aggregate as needed. These areas shall then be swept and/or vacuumed or blown again prior to application of tack coat and overlay.
  - 5) Tack coat: a Tack Coat Emulsion shall be applied to the aggregated finish prior to covering with a bituminous concrete mat. Material shall be applied in two coats of 0.06 - 0.08 gal/s.y. allowing it to break in between coats. This work shall be done as part of the paving operation and paid under separate, applicable Contract items.

10. Final Review: The Engineer and the Applicator shall jointly review the area(s) over which the completed system has been installed. Any irregularities or other criteria that do not meet the requirements of the Engineer shall be addressed at this time.

**TECHNICAL SPECIFICATIONS**  
**PENETRATING SEALER PROTECTIVE COMPOUND**

**Description:** Work under this item shall consist of cleaning concrete surfaces of dirt, dust, and debris, and furnishing and applying a clear, penetrating sealer to concrete surfaces where shown on the plans, to provide a barrier against the intrusion of moisture and chlorides. This work also includes furnishing, installing, and removing platforms, scaffolding, ladders, and other means of access as well as shields, as required, to protect adjacent areas and traffic from overspray.

**Materials:** The penetrating sealer shall conform to Article M.03.09. A Materials Certificate shall be submitted for the penetrating sealer in accordance with Article 1.06.07. A product not listed on the Qualified Products List (QPL) may be considered for approval. A Certified Test Report shall be submitted in accordance with Article 1.06.07 indicating that the product being considered conforms to the Test Requirements listed on the QPL.

**Construction Methods:**

**Submittals:** The Contractor shall submit to the Engineer Safety Data Sheets (SDS), Technical Data Sheets and product literature for the approved sealer. The literature shall include written instructions how to apply the sealer to vertical and horizontal surfaces, and where required, overhead surfaces. Application rate and number of applications of sealer shall be addressed.

The Contractor shall submit to the Engineer, in accordance with Article 1.05.02, written procedures for cleaning the concrete surfaces prior to sealer application. The submittal shall include proposed equipment and materials and shall address how adjacent traffic and other areas shall be protected from dust, debris and overspray during the cleaning and application processes. Where the sealer is to be applied to parapets before pavement is placed, the submittal shall address protection of the deck and curb to which membrane waterproofing will be applied. Should the membrane already be present, the submittal shall address shielding of the membrane. It shall also indicate how vegetation and regulated areas shall be protected from overspray. The submittal shall address the conditions under which work may proceed, including wind speed, temperature and precipitation. It shall also include procedures to be followed to protect the work should unfavorable weather conditions occur before the product has been absorbed.

The Contractor shall inspect the surfaces to be sealed to identify surface cleaning needs before submitting the procedures. The Contractor shall identify concrete surfaces that:

- Need repair
- Require special attention or cleaning procedures
- Have been previously treated with coatings or curing compounds that would hinder penetration of the sealer into the concrete
- Will be new or newly repaired

Written procedures shall include observations listed above. Application of penetrating sealer to new concrete shall be addressed in the application procedures. Forms for surfaces of new concrete to receive penetrating sealer shall not be treated using form release oil, which can inhibit or prevent penetration of the sealer into the concrete.

Surface Preparation: Concrete surfaces to which penetrating sealer will be applied shall be clean and free of grease, oil, and other surface contaminants, including biological growth. Dry surfaces may be cleaned by sweeping with brushes or brooms, and blowing clean with oil-free, compressed air. The Contractor shall take care not to damage the concrete surface finish during cleaning operations. Care shall be taken so that cleaning methods do not damage joint sealant or other components of the structure that are to remain.

Application: Application of the sealer may begin only after the Engineer evaluates the concrete surfaces and determines that conditions for installation comply with the accepted written application procedures.

The sealer shall be applied in accordance with the accepted application procedures at the rate specified by the manufacturer. The Contractor shall monitor and record the number of square feet of concrete surface sealed and the number of gallons of sealer applied over that surface area to verify that the required application rate is being met. A minimum of three applications of sealer shall be assumed to be needed. After the first application of the sealer, curing time shall be recorded and submitted to the Engineer. Additional applications of sealer shall be applied as specified in the application instructions, provided adequate time between applications and appropriate curing of the sealer have occurred. For each application, the Contractor shall record the area and number of gallons of sealer applied as well as the curing time for that application. The Contractor may be directed to apply sealer in up to three separate applications if concrete surfaces readily absorb the previous application.

If the Contractor is directed to apply more than three applications of sealer, the additional applications will be compensated as extra work. Should salts, oil or other visually undesirable materials be evacuated from the concrete by the penetrating sealer and remain on the surface after sufficient rain events have occurred, the Engineer may order surface cleaning of the concrete as extra work.

The Engineer shall be provided access to inspect the concrete surface during application and after the sealer has had adequate time to cure.

**Method of Measurement:** This work will not be measured for payment but will be paid for under the contract lump sum price.

**Basis of Payment:** This work will be paid for under the Contract lump sum price, complete, which price shall include all equipment tools, labor and materials, incidental thereto, including the preparation of the concrete surfaces and proper disposal of debris.

The following are not included in the cost of this item and will be considered Extra Work:

- Special cleaning procedures ordered by the Engineer to properly prepare the concrete surface for application of the penetrating sealer (such as removal of tightly adherent biological growth, graffiti, or other difficult-to-remove surface contaminants)
- Additional applications of sealer as noted in the Construction Methods
- Cleaning of evacuated material from sealed surfaces as ordered by the Engineer.

## **TECHNICAL SPECIFICATION**

### **3-TUBE CURB MOUNTED BRIDGE RAIL**

**Description:** Work under this item shall consist of fabricating, galvanizing, transporting and erecting a curb mounted bridge rail comprised of anchorages, concrete inserts, plates, posts, rails, fasteners and epoxy grout in accordance with the plans.

**Materials:** Structural steel shapes and plates shall meet the requirements of ASTM A572, Grade 50. Hollow structural sections shall meet the requirements ASTM A500, Grade C or ASTM A501, Grade B. Certified Test Reports and Materials Certificates shall be submitted in accordance with Article 1.06.07. The Certified Test Reports shall address that the steel meets the requirements of Article 1.06.01, Buy America.

All exposed steel shapes, plates and hollow structural sections shall have a controlled content of silicon within the range 0.0% to 0.4% or 0.15% to 0.25%. Before galvanizing, mill test certificates verifying silicon content shall be submitted to the Engineer and the galvanizer.

All steel shapes, plates and hollow structural sections shall be hot-dip galvanized in accordance with ASTM A123.

All high strength bolts shall meet the requirements of ASTM F3125, Grade A325, Type 1. Nuts shall conform to ASTM A563, Grade DH. Circular, flat, hardened steel washers shall meet the requirements of ASTM F436. The bolts, nuts and washers shall be galvanized in accordance with ASTM F2329 or ASTM B695, Class 55.

The anchor rods shall be fully threaded rods in accordance with ASTM F1554, Grade 105. The nuts shall meet the requirements of ASTM A563, Grade DH. The washers shall meet the requirements of ASTM F436. The bolts, nuts and washers shall be galvanized in accordance with ASTM F2329 or ASTM B695, Class 55.

Dome head bolts with wrench slots shall meet the requirements of ASTM F3125, Grade A325, Type 1 or ASTM A449, Grade 1. The nuts shall meet the requirements of ASTM A563, Grade DH. The washers shall meet the requirements of ASTM F436. The bolts, nuts and washers shall be galvanized in accordance with ASTM F2329 or ASTM B695, Class 55.

Concrete inserts shall meet the requirements shown on the plans. The concrete inserts shall be hot dip galvanized in accordance with ASTM A153. The bolts shall meet the requirements of ASTM A307 and the washers shall meet the requirements of ASTM F436. The bolts and washers shall be galvanized in accordance with ASTM F2329.

Epoxy grout shall capable of being installed in the void below the baseplate and meet the following requirements:

Compressive strength, ASTM C579, @ 73 degrees F, 10,000 psi  
Tensile strength, ASTM C307 @ 7 days or ASTM D638 @ 7 days, 2,000 psi  
Bond strength to concrete, ASTM C882, concrete failure  
Bond strength to steel, ASTM C882, 2,500 psi  
Volatile organic compounds (VOC), 0.0  
Color, gray or concrete gray

Damaged areas of the hot-dip galvanized coatings shall be repaired in accordance with ASTM A780 amended as follows:

Paints containing zinc dust used for repairs shall contain either between 65% to 69% metallic zinc by weight or greater than 92% metallic zinc by weight in dry film.

**Construction Methods:**

**A. Submittals:** Prior to fabrication, the Contractor shall submit shop drawings for the bridge rail at each location in accordance with Article 1.05.02 and welding procedures in accordance with Article 1.05.17.

Prior to placing the epoxy grout, the Contractor shall submit the following to the Engineer for review in accordance with Article 1.05.02 Product Data requirements:

1. A copy of the epoxy grout manufacturer's data sheet documenting the grout meets the specification requirements.
2. A copy of the epoxy grout manufacturer's printed installation instructions (MPII)
3. A copy of the epoxy grout manufacturer's printed safety instructions

**B. Fabrication Requirements:** The steel fabricator shall meet the requirements of the AISC Certification Program for Manufacturers of Bridge and Highway Components (CPT).

Shop fabrication of the bridge rail shall meet the requirements of Article 6.03.03-3. Structural steel elements of the bridge rail shall be prepared for galvanizing in accordance with Article M.06.02.

After galvanizing, surfaces with inadequate zinc thickness shall be repaired in the shop according to ASTM A780 and ASTM A123, with the exception that only brush applied flat, light gray zinc rich coating shall be permitted. Aerosol spray or galvanizing repair stick products shall not be used. Surfaces of galvanized steel that are damaged after the galvanizing operation shall be repaired in accordance with ASTM A780 whenever damage exceeds 0.1875 inch in width or 4 inches in length. Damage that occurs in the shop shall be repaired in the shop.

**C. Installation Requirements:** The anchor rods shall be securely bolted to anchor plates to create anchorage assemblies. The anchorage assemblies shall be accurately positioned and restrained to prevent movement during field placement of the concrete. The concrete inserts shall be accurately positioned and restrained against movement during the placement of concrete.

Field installation of the rail components shall be as shown on the plans.

The connection of the post baseplate to the anchor rods shall be a double nut connection. The post baseplate shall be installed on washers supported by leveling nuts. The baseplate shall be secured in place with a washer topped with a nuts at each anchor rod.

High-strength bolts, including nuts and washers, shall be installed and tensioned in accordance with Subarticle 6.03.03-5(f).

Dome headed bolts shall be installed with a washer, a lock washer and nut.

Epoxy grout shall be placed between the concrete curb and the baseplate at all post locations. The concrete and steel surfaces that will be in contact with the grout shall be dry, clean and free of all loose concrete and contaminants. The galvanized surface of the baseplate shall not be abrasively cleaned. Solvent cleaning is acceptable if allowed by the epoxy grout manufacturer. The grout shall be placed within an area formed around each baseplate. The forms shall be liquid tight and treated with a form release agent. The forms shall have chamfer strips placed along all vertical and horizontal finished grout edges. The vertical faces of the grout shall extend beyond the vertical edges of the baseplate.

Prior to placing the epoxy grout, the curb concrete shall have obtained the compressive strength shown on the plans.

The grout shall be mixed and placed in accordance with the manufacturer's printed installation and safety instructions. Conditions, including the temperature of the mixed grout, air and substrate, at the time of the installation shall meet the manufacturer's recommendations. The grout shall be placed from one side allowing it to flow beneath the baseplate to the formed surfaces and avoid air entrapment. After removal of the forms, rough surfaces and edges shall be trimmed or ground down to provide smooth surfaces and defined edges.

Damage that occurs to the hot-dip galvanized surfaces during transport or during installation shall be repaired in accordance with the requirements of ASTM A780. If paint containing zinc dust is used for repairs, the dry coating thickness shall be at least 50% greater than the thickness of the adjacent hot-dip galvanized coating, but no greater than 4.0 mils. The paint shall be brush applied. The use of aerosol spray cans or galvanizing repair stick is not permitted. The color of the finished repair area shall match the color of the adjacent hot-dip galvanized surface at the time of the repair to the satisfaction of the Engineer.

During installation of the rail and any component parts, the Contractor shall take necessary precautions to prevent any injury or property damage from any falling materials.

All work shall proceed in accordance with the special provisions "Maintenance and Protection of Traffic" and "Prosecution and Progress."

**Method of Measurement:** This work will not be measured for payment but will be paid for under the contract lump sum price.

**Basis of Payment:** This work will be paid for under the Contract lump sum price, complete and accepted in place, which price shall include all materials, equipment, tools, and labor incidental thereto.

**TECHNICAL SPECIFICATION**  
**MAINTENANCE AND PROTECTION OF TRAFFIC**

**Description:** During construction of the bridge, Quarry Road shall be closed to traffic. The Contractor shall set up and maintain the scheme for maintenance of traffic, including detours, as shown on the plans, unless an alternate scheme acceptable to the Engineer is offered by the Contractor at no additional cost.

**Construction Methods:**

The Contractor shall furnish and erect signs legally closing the roadway to traffic, as shown on the plans or directed by the Engineer, prior to barricading the roadway for closure.

The Contractor shall furnish a sufficient number of signs, barricades, temporary precast concrete barrier curbs, barricade warning lights, drums, traffic cones and delineators to forewarn traffic of the construction, as shown on the plans contained within or as directed by the Engineer.

The Contractor shall also provide such safety measures, pavement markings, warning devices and signs as deemed necessary to safeguard and guide the traveling public through detours ordered by the Engineer, included in the approved scheme for maintenance of traffic, or as shown on the plans. The Contractor shall erect, maintain, move, adjust, clean, relocate and store these signs, barricades, drums, traffic cones and delineators when, where and as directed by the Engineer. The Contractor shall also provide uniformed flaggers for any traffic patterns used that the Engineer or the Town deems it necessary.

The use of unauthorized or unapproved signs, barricades, drums, traffic cones or delineators will not be permitted.

All signs in any one signing pattern shall be mounted the same height above the roadway. The Contractor shall keep all signs in proper position, clean and legible at all times. Care shall be taken so that weeds, shrubbery, construction materials or equipment, and soil, are not allowed to obscure any sign, light, or barricade. Signs that do not apply to existing conditions shall be removed or adjusted so that the legend is not visible to approaching traffic.

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. 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.

Should the Contractor fail to perform any of the work required under this section, the Town may perform or arrange for others to perform such work. In such cases, the Town will deduct from money due or to become due for the Contractor and all expenses connected therewith which are found to be greater than the cost to the Town had the Contractor performed the specified work.

**Pavement Markings - Non-Limited Access Roadways**

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

Temporary pavement markings shall be installed on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work shift.

Permanent Epoxy Resin Pavement Markings shall be installed on the final course of bituminous concrete pavement within 10 calendar days of the final pavement installation if no Pavement Marking Grooves are proposed.

**Temporary Pavement Markings**

Temporary pavement markings that will be in place for less than 72 continuous hours may consist of temporary plastic pavement marking tape at the Contractor's expense. Additionally:

1. These temporary pavement markings shall include centerlines, lane lines (solid and broken), and stop bars.
2. Centerlines shall consist of two 4 inch wide yellow markings, 2 feet in length, side by side, 4 inches apart, at 40 foot intervals.
3. Lane lines shall consist of 4 inch wide white markings, 2 feet in length, at 40 foot intervals.
4. No passing zones shall be posted with signs in those areas where the final centerlines have not been established on two-way roadways.
5. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side.
6. The temporary plastic pavement marking tape shall be installed in accordance with Section 12.12.
7. The Contractor shall remove and dispose of the temporary plastic pavement marking tape prior to another course of bituminous concrete pavement being installed.

Temporary pavement markings that will be in place for 72 continuous hours or more should consist of temporary painted pavement markings and shall be installed in accordance with Section 12.09. The markings shall include centerlines, edge lines, lane lines (solid and broken), lane-use arrows, and stop bars on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work shift. Edge lines and lane-use arrows are not required if the next course of bituminous concrete pavement will be placed within 10 calendar days.

All temporary pavement markings exposed throughout the winter shall be Epoxy Resin Pavement Markings, unless directed otherwise by the Engineer.

Temporary pavement markings, as described above, shall be maintained until the permanent pavement markings are installed.

### **Final Pavement Markings**

Refer to Pavement Marking Groove special provisions for pavement marking requirements. Permanent epoxy resin pavement markings shall be installed in accordance with Section 12.10 and the applicable Traffic Engineering Standard Drawings.

If Temporary Plastic Pavement Marking Tape is installed, then the Contractor shall remove and dispose of these markings during the same work shift that the permanent epoxy resin pavement markings are to be installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

## **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.

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

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

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

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

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

### **PLACEMENT OF SIGNS**

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

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

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

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

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

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

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

**TABLE I – MINIMUM TAPER LENGTHS**

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

**INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS**

- Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- 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.
- 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.
- 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, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced

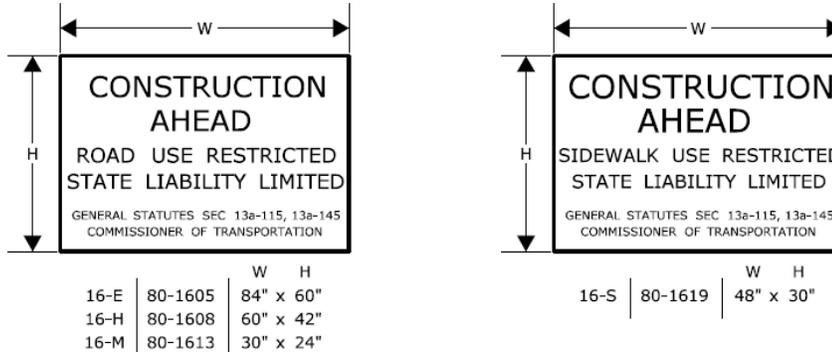
warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.

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

#### **USE OF TRAFFIC DRUMS AND TRAFFIC CONES**

- 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.
- Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
- 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.
- 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.

**SERIES 16 SIGNS**



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

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

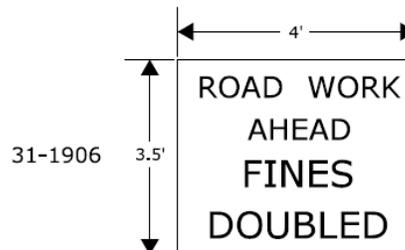
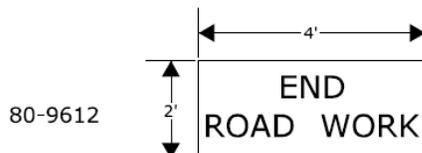
**REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"**

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

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

**"END ROAD WORK" SIGN**

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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN  
**REQUIRED SIGNS**

### NOTES FOR TRAFFIC CONTROL PLANS

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

TABLE 1 - MINIMUM TAPER LENGTHS

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

METRIC CONVERSION CHART (1" = 25mm)

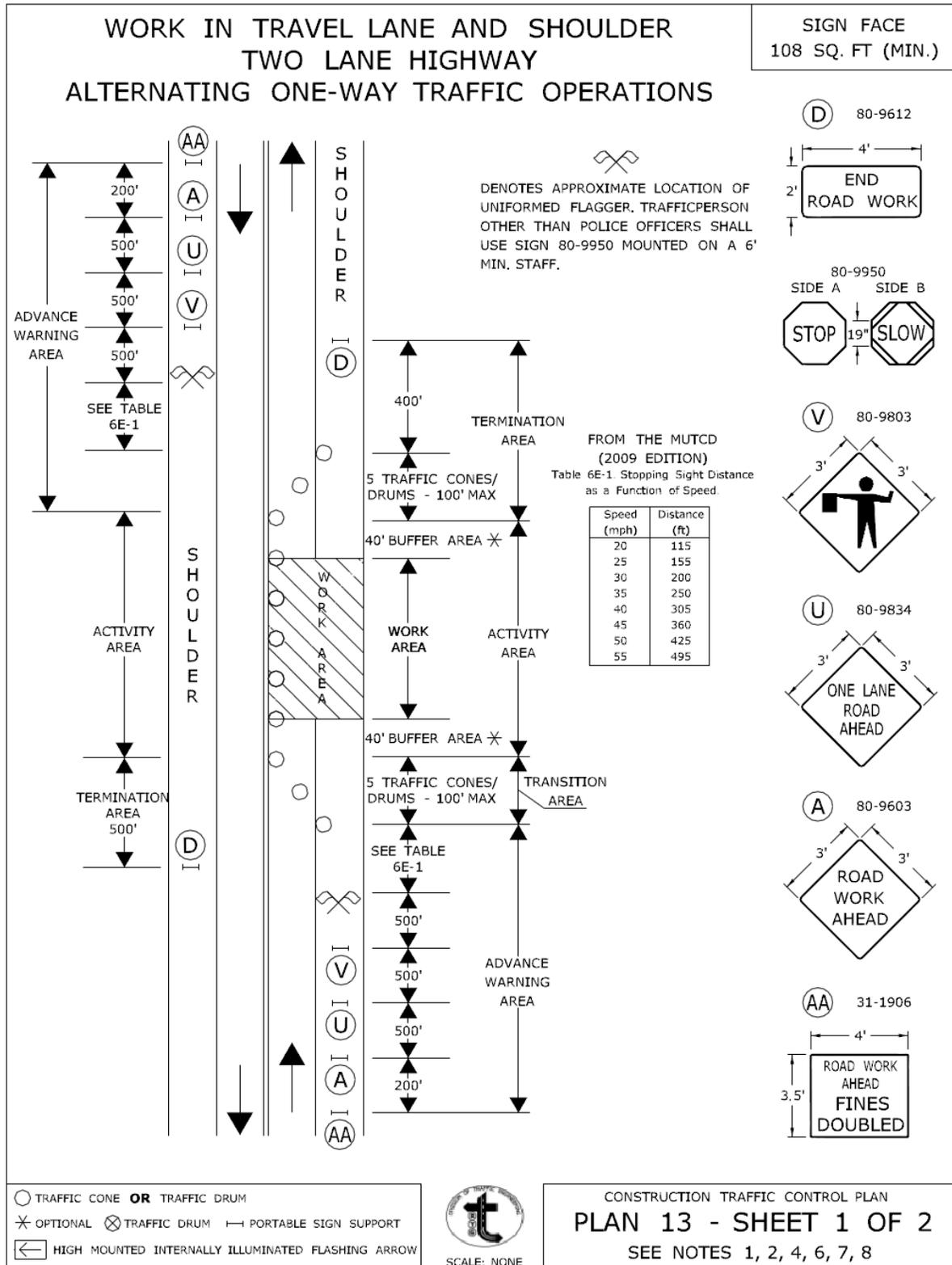
ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

## NOTES



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

SIGN FACE  
108 SQ. FT (MIN.)

## HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

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

**A. TO STOP TRAFFIC**

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



**B. TO DIRECT TRAFFIC TO PROCEED**

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



**C. TO ALERT OR SLOW TRAFFIC**

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



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



SCALE: NONE

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



**TECHNICAL SPECIFICATION**  
**REMOVAL OF EXISTING MASONRY**

Work under this item shall conform to the requirements of Section 9.74 of Form 819, amended as follows:

Revise the following:

**9.74.03 - Construction Methods:**

**1. Submittals:** Add the following after the last sentence of the first paragraph:

- Protection of the river/adjacent wetlands from falling debris and slurry from cutting of concrete is included in this item and shall also be included in the Contractor's submission.

Add the following sentence to the end of **9.74.04 – Method of Measurement:**

There shall be no separate measurement for removal of existing masonry, as it shall be included under the Lump Sum Contract Work.

Add the following sentence to **9.74.05 – Basis of Payment:**

There shall be no separate payment the Removal of Existing Masonry, as it shall be included under the Lump Sum Contract Work.



**TAB G**

Commission on Human Rights and Opportunities (CHRO) Contract Compliance



The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

## **Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi-Public Agency Project Contracts**

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- (A) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (B) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- (C) For the purposes of this section, “contract” includes any extension or modification of the contract, “contractor” includes any successors or assigns of the contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.
- (D) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a

minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (E) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.
- (F) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n.](#)” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

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INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART 1 – Bidder Information**

<p>Company Name: Street Address: City &amp; State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

**PART II - Bidder Nondiscrimination Policies and Procedures**

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**TAB H**

State Contract Provisions



**Construction Contracts - Required Contract Provisions  
(State Funded Only Contracts)**

**Index**

1. Specific Equal Employment Opportunity Responsibilities
2. Contract Wage Rates
3. Americans with Disabilities Act of 1990, as Amended
4. Connecticut Statutory Labor Requirements
  - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
  - b. Debarment List - Limitation on Awarding Contracts
  - c. Construction Safety and Health Course
  - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
  - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
6. Executive Orders (State of CT)
7. Non-Discrimination Requirement and Certification (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
8. Whistleblower Provision
9. Connecticut Freedom of Information Act
  - a. Disclosure of Records
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10. Service of Process
11. Substitution of Securities for Retainages on State Contracts and Subcontracts
12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
13. Forum and Choice of Law
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17. Tangible Personal Property
18. Bid Rigging and/or Fraud – Notice to Contractor
19. Consulting Agreements Representation
20. Sovereign Immunity
21. Large State Contract Representation for Contractor
22. Large State Contract Representation for Official or Employee of State Agency
23. Iran Investment Energy Certification
24. Access to Contract and State Data
25. Affirmative Action Policy Statement
26. Compliance with Consumer Data Privacy and Online Monitoring

### **Index of Exhibits**

- EXHIBIT A - Specific Equal Employment Opportunity Responsibilities (page 16)  
EXHIBIT B - Affirmative Action Policy Statement (page 26)  
EXHIBIT C - Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 30)  
EXHIBIT D - State Wage Rates and Other Related Information (page 38)

## **1. Specific Equal Employment Opportunity Responsibilities**

The Contractor shall comply with the Specific Equal Employment Opportunity requirements, as applicable, attached at Exhibit A and hereby made part of this Contract.

## **2. Contract Wage Rates**

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit D hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 818), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

## **3. Americans with Disabilities Act of 1990, as Amended**

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

## **4. Connecticut Statutory Labor Requirements**

### **(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates.**

The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to

any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**(b) Debarment List. Limitation on Awarding Contracts.** The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

**(c) Construction Safety and Health Course.** The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

**(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited.** The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

**(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS.** Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

## 5. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by: Internet: Visit the DRS website at [www.ct.gov/DRS](http://www.ct.gov/DRS) to download and print Connecticut tax forms; or Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

## 6. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

## 7. Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty- one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32- 9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally

recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b)** (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c)** Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d)** The Contractor shall develop and maintain adequate documentation, in a manner

prescribed by the Commission, of its good faith efforts.

- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the

Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

## 8. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

## 9. Connecticut Freedom of Information Act

- (a) **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General

Statutes.

**(b) Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply, and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5) (A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

## **10. Service of Process**

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

## **11. Substitution of Securities for Retainages on State Contracts and Subcontracts**

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State

of Connecticut, as revised.

## **12. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit B, and hereby made part of this Contract.

## **13. Forum and Choice of Law**

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

## **14. Summary of State Ethics Laws**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

## **15. Audit and Inspection of Plants, Places of Business and Records**

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

Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct, and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

## **16. Campaign Contribution Restriction**

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

## **17. Tangible Personal Property**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
  - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

### **18. Bid Rigging and/or Fraud – Notice to Contractor**

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free “HOT LINE” telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The “HOT LINE” telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially, and anonymity respected.

### **19. Consulting Agreement Representation**

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office



principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

## **22. Large State Contract Representation for Official or Employee of State Agency**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

## **23. Iran Investment Energy Certification**

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

## 24. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

## 25. Affirmative Action Policy Statement

The Contractor shall comply with the Affirmative Action Policy Statement, as applicable, attached at Exhibit B and hereby made part of this Contract.

## 26. Compliance with Consumer Data Privacy and Online Monitoring

Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

# EXHIBIT A

## CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES October 2023

### 1. **General:**

- a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:
  - Contractors and Subcontractors
  - Consultants and Subconsultants
  - Suppliers of Materials and Vendors (where applicable)
  - Municipalities (where applicable)
  - Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

**2. Equal Employment Opportunity Policy:**

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT the contractor's commits to complying with federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

**3. Project Workforce Utilization Goals:**

These goals are applicable to all construction projects performed in the covered area work (whether the project is federal or state funded). If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

a. Appendix A establishes the goals for minority and female utilization in all crafts statewide on all State Funded construction projects.

b. Appendix B establishes the goals for minority and female utilization in all crafts statewide on Federally assisted or funded construction projects.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**State Utilization Goals See Appendix A**  
**Federal Utilization Goals See Appendix B**

**4. Executive Order 11246**

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal

Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the workforce utilization goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to CTDOT when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other

information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs that which expressly target minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations. Review at least annually, the company EEO Policy and affirmative action obligations with all employees having any responsibility for hiring, assignments, layoffs, terminations, or other employment decisions, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

g) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

h) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

i) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the project worksite and in other areas of the Contractor's workforce.

j) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

k) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for opportunities through appropriate training opportunities.

l) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

m) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

o) Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations:

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps so as to achieve maximum results from its efforts to ensure equal

employment opportunity.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions here of as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program). The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work- force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

#### **5. Subcontracting:**

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Office of Equity.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

#### **6. Records and Reports:**

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
  1. The number of minority and non-minority group members and women employed in each classification on the project.
  2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
  3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  4. The progress and efforts being made in securing the services of minority group

subcontractors or subcontractors with meaningful minority and female representation among their employees.

5. Records of internal and external communication and outreach to document its affirmative efforts.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation.

**c. For Federal Highway Administration funded projects only:**

The Company will submit an annual report to CTDOT each July or as otherwise directed, for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by “Training Special Provision”, the Company will be required to furnish Form FHWA 1409 and 1415 as required by CTDOT.

**STATE FUNDED PROJECTS (only)**

**APPENDIX A**

**(Labor Market Goals)**

**LABOR MARKET AREA GOAL**

**Minority**

**Female**

<b>Bridgeport</b>				<b>22.7%</b>
<b>1.4%</b>				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
<b>Danbury</b>				<b>10.7%</b>
<b>3.8%</b>				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
<b>Danielson</b>				<b>4.3%</b>
<b>1.8%</b>				
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
<b>Hartford</b>				<b>13.7%</b>
<b>2.1%</b>				
Andover	Ashford	Avon	Barkhamsted	
Belin	Bloomfield	Bolton	Bristol	
Burlington	Canton	Chaplin	Colchester	
Columbia	Coventry	Cromwell	Durham	
East Granby	East Haddam	East Hampton	East Hartford	
East Windsor	Ellington	Enfield	Farmington	
Glastonbury	Granby	Haddam	Hartford	
Harwinton	Hebron	Lebanon	Manchester	
Mansfield	Marlborough	Middlefield	Middletown	
Newington	Plainville	Plymouth	Portland	
Rocky Hill	Simsbury	Somers	South Windsor	
Southington	Stafford	Suffield	Tolland	
Vernon	West Hartford	Wethersfield	Willington	
Winchester	Windham	Windsor	Windsor Locks	
<b>Lower River</b>				<b>4.3%</b>
<b>1.8%</b>				
Chester	Deep River	Essex	Old Lyme	
Westbrook				

**LABOR MARKET AREA GOAL**

**Minority**

**Female**

<b>New Haven</b>				<b>17.9%</b>
<b>3.1%</b>				
Bethany	Branford	Cheshire	Clinton	
East Haven	Guilford	Hamden	Killingworth	
Madison	Meriden	New Haven	North Branford	
North Haven	Orange	Wallingford	West Haven	
Woodbridge				
<b>New London</b>				<b>7.4%</b>
<b>3.1%</b>				
Bozrah	Canterbury	East Lyme	Franklin	
Griswold	Groton	Ledyard	Lisbon	
Montville	New London	North Stonington	Norwich	
Old Lyme	Old Saybrook	Plainfield	Preston	
Salem	Sprague	Stonington	Waterford	
Hopkinton	RI – Westerly Rhode Island			
<b>Stamford</b>				<b>33.2%</b>
<b>2.1%</b>				
Darien	Greenwich	New Canaan	Norwalk	
Stamford	Weston	Westport	Wilton	
<b>Torrington</b>				<b>4.3%</b>
<b>1.8%</b>				
Canaan	Colebrook	Cornwall	Goshen	
Hartland	Kent	Litchfield	Morris	
Norfolk	North Canaan	Salisbury	Sharon	
Torrington	Warren			
<b>Waterbury</b>				<b>12.4%</b>
<b>1.6%</b>				
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

**EXHIBIT B****AFFIRMATIVE ACTION POLICY STATEMENT (October 2023)**

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre- apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

**Dissemination of Policy:**

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; “An Affirmative Action/Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor’s compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.) The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to an individual’s race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual

disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm’s Affirmative Action

Program rests with the Chief Executive Officer of this firm.

Rev. 4/24/2019

## **EXHIBIT C**

### **Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).**

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
  - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
  - (2) “Business Associate” shall mean the Contractor.
  - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1

of this Contract.

- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))
  - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
  - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an

accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at

least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notification's requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such

information, in accordance with the termination provisions in this Section. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(2) Effect of Termination

- (A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (4) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (5) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (6) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

## **EXHIBIT D**

### **State Wages and Other Related Information**

Please refer to the Department of Labor website for the latest updates, annual adjusted wage rate increases, certified payroll forms and applicable statutes.

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

### **Prevailing Wage Law Poster Language**

**THIS IS A PUBLIC WORKS PROJECT Covered by the  
PREVAILING WAGE LAW CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages CALL (860) 263-6790**

**Section 31-55 of the CT State Statutes requires every contractor or**

**subcontractor**

**performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.**

### **Informational Bulletin**

#### **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to

public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007; It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;

(3) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(4) The internet website for the federal OSHA Training

Institute is  
[http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);

(5) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(6) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(7) Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(8) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(9) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(10) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(11) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(12) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(13) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and Regulations clarifying the statute are currently in the regulatory process and shall be posted on the CTDOL website as soon as they are adopted in final form.

(14) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

### **Notice**

#### **To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years, the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

#### **Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut, but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

**Since this is a classification matter and not one of jurisdiction, effective January 1, 2007, the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.**

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

**CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS  
DIVISION CONTRACTORS WAGE  
CERTIFICATION FORM  
Construction Manager at Risk/General Contractor/Prime  
Contractor**

**CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS  
DIVISION CONTRACTORS WAGE  
CERTIFICATION FORM**

**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_,

Officer, Owner, Authorized Rep.

Company Name

do hereby certify that the \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number

\_\_\_\_\_  
Street and City

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

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

Rate Schedule Issued (Date): \_\_\_\_\_

## **Information Bulletin** ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

☐ **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

☐ **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

☐ **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

☐ **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS, STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

☐ **CARPENTERS, MILLWRIGHTS, PILEDRIVERMEN, LATHERS, RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

□ **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

□ **DELIVERY PERSONNEL**

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site, then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

□ **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. \*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

□ **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. \*License required by Connecticut General Statutes: R-1, 2, 5, 6.

□ **FORKLIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

□ **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

□ **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

□ **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

□ **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

□ **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of

any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic artwork and drywall hhg for any and all types of building and residential work.

#### ☐ **LEAD PAINT REMOVAL**

Painter's Rate 1. Removal of lead paint from bridges. 2. Removal of lead paint as preparation of any surface to be repainted. 3. Where removal is on a Demolition project prior to reconstruction. • Laborer's Rate 1. Removal of lead paint from any surface NOT to be repainted. 2. Where removal is on a TOTAL Demolition project only.

#### ☐ **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J1,2,3,4 SP-1,2 S- 1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**

#### ☐ **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment.

**\*License required, crane operators only, per Connecticut General Statutes.**

#### ☐ **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

#### ☐ **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheet metal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheet metal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sunshades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and

composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

□ **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

**\*License required per Connecticut General Statutes: F-1, 2, 3, 4.**

□ **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

□ **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **\*License required, drivers only, per Connecticut General Statutes.**

**For example:**

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

□ Any questions regarding the proper classification should be directed to:

**Public Contract Compliance Unit  
Wage and Workplace Standards  
Division  
Connecticut Department of Labor  
200 Folly Brook Blvd, Wethersfield, CT  
06109 (860) 263-6543.**

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

**FOOTNOTES**

□ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London  
and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

a. Paid Holiday: Labor Day provided employee has been on the payroll for

the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Rev. 7/1/19

**SEE BELOW FOR STATE WAGE RATES**

**INSERT STATE WAGES HERE**

**TAB I**

Prevailing Wage Rate Information



Minimum Rates and Classifications for  
Heavy/Highway Construction

ID#: 25-2328

Connecticut Department of Labor  
Wage and Workplace Standards Division

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

Project Number:

Project Town: Suffield

State#:

FAP#:

Project: Replacement of Quarry Road Bridge No. 139011

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	48.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	43.14	34.74
2) Carpenters, Piledrivermen	39.54	28.68
2a) Diver Tenders	39.54	28.68
3) Divers	48.0	28.68
03a) Millwrights	43.25	29.13
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	57.85	25.95
4a) Painters: Brush and Roller	38.07	25.80
4b) Painters: Spray Only	41.07	25.80

As of: March 6, 2025

4c) Painters: Steel Only	40.07	25.80
4d) Painters: Blast and Spray	41.07	25.80
4e) Painters: Tanks, Tower and Swing	40.07	25.80
4f) Elevated Tanks (60 feet and above)	47.07	25.80
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	45.75	33.97+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	41.27 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	49.58	35.25
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	34.5	27.26
8) Group 1a: Acetylene Burners (Hours worked with a torch)	35.5	27.26
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	34.75	27.26
10) Group 3: Pipelayers	35.0	27.26
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	35.0	27.26

As of: March 6, 2025

12) Group 5: Toxic waste removal (non-mechanical systems)	36.5	27.26
13) Group 6: Blasters	36.25	27.26
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	37.5	27.26
Group 8: Traffic control signalmen	20.7	27.26
Group 9: Hydraulic Drills	35.25	27.26
Group 10: Toxic Waste Removers A or B With PPE	37.5	27.26
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	36.73	27.26 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	35.76	27.26 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	35.76	27.26 + a
15) Form Erectors	36.09	27.26 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	35.76	27.26 + a

As of: March 6, 2025

17) Laborers Topside, Cage Tenders, Bellman	35.65	27.26 + a
18) Miners	36.73	27.26 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---		
-		
18a) Blaster	43.22	27.26 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	43.02	27.26 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	41.04	27.26 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	43.81	27.26 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	33.16	32.36 + a
Three Axle Trucks; Two Axle Ready Mix	33.27	32.36 + a
Three Axle Ready Mix	33.33	32.36 + a
Four Axle Trucks	33.39	32.36 + a
Four Axle Ready-Mix	33.44	32.36 + a
Heavy Duty Trailer (40 tons and over)	35.66	32.36 + a

As of: March 6, 2025

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	33.44	32.36 + a
Heavy Duty Trailer (up to 40 tons)	34.39	32.36 + a
Snorkle Truck	33.54	32.36 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	55.42	28.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	50.79	28.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	55.03	28.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	54.09	28.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	50.4	28.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	49.45	28.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	48.97	28.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	48.22	28.80 + a

As of: March 6, 2025

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	48.22	28.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	47.83	28.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	47.4	28.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	46.9	28.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	46.35	28.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	43.77	28.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	43.77	28.80 + a
Group 12: Wellpoint Operator.	43.69	28.80 + a
Group 13: Compressor Battery Operator.	42.97	28.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	41.52	28.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	41.01	28.80 + a
Group 16: Maintenance Engineer.	40.19	28.80 + a

As of: March 6, 2025

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	45.63	28.80 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	42.57	28.80 + a
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Surveyor: Chief of Party	45.87	28.80 + a
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Surveyor: Assistant Chief of Party	42.3	28.80 + a
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Surveyor: Instrument Man	40.7	28.80 + a
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Surveyor: Rodman or Chairman	35.03	28.80 + a
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\*\*NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.84	18.07
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.5	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

As of: March 6, 2025

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

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

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

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page:

[www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.

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

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

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

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

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

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

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

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

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

# NOTICE

## **TO ALL CONTRACTING AGENCIES**

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

Inquiries can be directed to 860.263.6790.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**Contracting Agency Certification Form**

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
Authorized Representative Title  
for \_\_\_\_\_, located at \_\_\_\_\_,  
Contracting Agency Address

do hereby certify that the total dollar amount of work to be done in connection with

\_\_\_\_\_, located at \_\_\_\_\_,  
Project name and number Address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project  
contains of one or more contracts.

**Contractor Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return to:

Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

*Rate Schedule Issued (Date):* \_\_\_\_\_

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

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

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

*Rate Schedule Issued (Date):* \_\_\_\_\_

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

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(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators  
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

*Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.*

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

## **Information Bulletin** ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

***Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.***

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *\*License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. *\*License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***\*License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***

***For example:***

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*  
*Public Contract Compliance Unit*  
*Wage and Workplace Standards Division*  
*Connecticut Department of Labor*  
*200 Folly Brook Blvd, Wethersfield, CT 06109*  
*(860) 263-6790.*



**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

\_\_\_\_\_ Submitted on (Date)

(Signature) (Title)



[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109											
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL											
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472						SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09											
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY				
		DAY AND DATE												FICA	FEDERAL	STATE			LIST OTHER			
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH	F	S	Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	WITH-HOLDING	WITH-HOLDING	LIST OTHER	RATE JOB	CHECK # AND NET PAY				
Trade License Type & Number - OSHA 10 Certification Number				20	21	22	23	24	25	26	HOURS WORKED EACH DAY											
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		S-TIME 40	\$ 30.75 Base Rate	1. \$ 5.80 2. \$ 3. \$ 2.01	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx		
										O-TIME	\$ 8.82 Cash Fringe	4. \$ 5. \$ 6. \$										
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		S-TIME 40	\$ 19.99 Base Rate	1. \$ 2. \$ 3. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx		
										O-TIME	\$ 16.63 Cash Fringe	4. \$ 5. \$ 6. \$										
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					S-TIME 8	\$ Base Rate	1. \$ 2. \$ 3. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		xxx.xx		
										O-TIME	\$ Cash Fringe	4. \$ 5. \$ 6. \$										
7/13/2009 WWS-CP1				*IF REQUIRED											*SEE REVERSE SIDE				PAGE NUMBER 1 OF 2			

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09  
 (Signature) (Title) Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09  
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
 \*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***



**THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

**PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages  
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

## STATUTE 31-55a

### - SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

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

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.**

**TAB J**

Plans  
(Under separate cover)



**TAB K**

Permits



# TOWN OF SUFFIELD

83 Mountain Road, Suffield, Connecticut 06078  
www.SuffieldCT.gov



Keith Morris  
Conservation Commission  
KMorris@SuffieldCT.Gov  
860-668-3847

January 17, 2023

Karen Isherwood, Town Engineer  
Town of Suffield  
83 Mountain Road  
Suffield, CT 06078

**RE: Permit #1702  
Double Box Culvert Installation  
Quarry Road**

Dear Ms. Isherwood:

The Suffield Conservation Commission, at its January 10, 2023 meeting, voted to approve the application of the Town of Suffield for the installation of double precast box culverts on an unnamed brook under Quarry Road with the following conditions:

Suffield Conservation Commission stipulations 1-11 shall apply. (Copy attached).

12. The project is subject to soil and erosion control inspections by the Commission's consultant.
13. The project engineer shall submit biweekly reports to the Commission's agent during active phases of the project. These reports can be submitted via email and shall include scheduling updates, pictures, and any changes to the approved plans.

The plan of record is entitled "Replacement of Quarry Road Bridge No 139001, Suffield, CT., prepared for The Town of Suffield Colin Moll, First Selectman, 83 Mountain Road, Suffield, CT 06078, Sheets 1-13, by Barton & Loguidice, dated May 26, 2022.

This property is located on Quarry Road, nearest intersection being Phelps Road 0.5 miles to the north. This permit is granted in a Summary Ruling, as it is the Commission's opinion that the work will not have a significant impact on regulated areas. This permit shall expire on May 10, 2026. The filing fee has been waived for this project. The motion was carried unanimously.

**PRIOR TO THE START OF ANY WORK ON THIS PROPERTY, PLEASE SUBMIT THE CONTRACTOR'S COMPLIANCE STATEMENT AND START WORK NOTICE TO THE CONSERVATION OFFICE.**

Respectfully,

Arthur P. Christian, Chairman  
SUFFIELD CONSERVATION COMMISSION

## CONTRACTOR'S COMPLIANCE STATEMENT

As the contractor engaged by \_\_\_\_\_ to perform or subcontract the activity described in Inland Wetland # \_\_\_\_\_, I have read the permit and will comply with all of the conditions contained therein. I further agree to provide written notification five (5) days before the start of site work to the Suffield Conservation Commission. All disturbed earth surfaces will be stabilized with a hay mulch or other suitable ground cover to prevent erosion and sedimentation during and after construction. Additional erosion and sedimentation controls will be implemented as changing field conditions require. I understand that failure to comply fully with each of the conditions of this permit could result in its revocation, penalties, or both.

Name \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## START WORK NOTICE

DATE: \_\_\_\_\_

START WORK DATE: \_\_\_\_\_

PERMIT #: \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS & TELEPHONE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMAIL: \_\_\_\_\_

This is to notify the Conservation Commission that construction work will start on \_\_\_\_\_ on the above referenced site.

## SOIL & EROSION CONTROL INSPECTION INFORMATION

The party to contact for Erosion and Sedimentation problems and responsible for paying Erosion and Sedimentation Control Inspection fees is:

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

### STIPULATIONS 1 THROUGH 11

1. THE SUFFIELD CONSERVATION COMMISSION WILL BE NOTIFIED IN WRITING FIVE (5) DAYS BEFORE THE START OF SITE WORK. A START WORK FORM WILL BE SENT WITH THE APPROVAL LETTER. FAILURE TO DO SO WILL DEEM THIS PERMIT NULL & VOID.
2. The "Contractor's Compliance Statement" shall be completed by person(s) engaged to undertake the proposed activities and returned to the Suffield Conservation Commission before the start of site work.
3. All disturbed earth surface will be stabilized with hay mulch or other suitable ground cover to prevent erosion and sedimentation during and after construction as directed by the Conservation Commission Consultant. Additional erosion and sedimentation controls will be implemented as field conditions dictate.
4. Failure to comply fully with each of the conditions of this permit could result in its revocation and/or penalties.
5. Permission to undertake regulated activities on the subject property is granted only for those activities described in the permit application as approved by the Suffield Conservation Commission. Said permission shall be effective for forty (40) months from the date of approval of permit.
6. Mud trapping will be installed on any access to a road.
7. The applicant should be aware that the issuance of an Inland Wetland Permit from the Suffield Conservation Commission does not obviate the necessity to acquire any easements or other permits including:

#### Local:

Zoning Board of Appeals  
Zoning and Planning  
WPCA  
Building Permit

#### State of Connecticut:

Discharge Permit  
Diversion Policy Act Permit  
River Encroachment Line Permit  
Dam Safety Permit

8. The applicant should be aware of the necessity to acquire a Federal Army Corps of Engineers Permit where applicable.
9. Any revisions to the approved plans made by the Suffield Zoning and Planning Commission and/or any other town/state agencies must be submitted by the applicant to the Suffield conservation Commission and/or its agent for review. It shall then be determined if the applicant shall be required to come back before the Commission for an amendment to the original permit.
10. The applicant shall notify the Commission in writing upon the sale or transfer of the subject property. The name of the new property owner, address and contact number shall be included.
11. In evaluating this application, the Conservation Commission has relied upon information provided by the applicant and, if such information subsequently proves to be false, deceptive, incomplete, and/or inaccurate, this permit shall be modified, suspended, or revoked.

It is the applicant's responsibility to acquire all the necessary permits prior to starting work.



**DEPARTMENT OF THE ARMY**  
**US ARMY CORPS OF ENGINEERS**  
**NEW ENGLAND DISTRICT**  
**696 VIRGINIA ROAD**  
**CONCORD MA 01742-2751**

October 30, 2023

Regulatory Division  
File Number: NAE-2022-02270  
CT DEEP File Number: 202209552

Colin Moll  
Town of Suffield  
83 Mountain Road  
Suffield, Connecticut 06078  
[cmoll@suffield.gov](mailto:cmoll@suffield.gov)

Dear Mr. Moll:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to replace a 22-foot by 18-foot and 5-inch, steel stringer-supported concrete bridge with two precast inverted box culverts, measuring 8.5 feet by 7.5 feet and 8.5 feet by 8.5 feet. This project is located within the Farmington Canal in an unnamed tributary to Hungary Brook at Quarry Road, 0.5 miles south of Phelps Road, in Suffield, Connecticut (41.990639, -72.768889). The project will permanently impact 1,019 square feet below the ordinary high water mark (OHWM) of an unnamed tributary of Hungary Brook and 499 square feet of adjacent wetlands with the installation of the two precast inverted box culverts, riprap scour protection, and natural streambed materials. There will also be temporary impacts within 793 square feet below the OHWM of the tributary and 62 square feet of adjacent wetlands for erosion control, cofferdams, and native materials placement during construction. The project is shown on the enclosed plans titled "Replacement of Quarry Road Bridge No. 139011," on four sheets, dated "5/12/2022."

Based on the information you have provided, we verify that the activity is authorized under General Permit #19 of the enclosed December 15, 2021, federal permits known as the Connecticut General Permits (GPs). The GPs are also available at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Connecticut-General-Permit>.

Please review the enclosed GPs carefully, in particular its general conditions beginning on page 48, and ensure that you and all personnel performing work authorized by the GPs are fully aware of and comply with its terms and conditions. A copy of the GPs and this verification letter shall be available at the work site as required

by General Condition 28. You must perform this work in compliance with the following special condition(s):

1. Appropriate soil erosion, sedimentation, and turbidity controls shall be used and maintained in effective operating condition during in-water construction. Activities capable of producing greater than minimal turbidity or sedimentation shall be done during periods of low-flow or no-flow or when controls are used to obtain dry work conditions.
2. You shall use caution during construction to avoid impacts to previously undisturbed soils to the greatest extent practicable.
3. You must complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated starting date. You must also complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work.

This authorization expires on December 15, 2026. You must commence or have under contract to commence the work authorized herein by December 15, 2026, and complete the work by December 15, 2027. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before* the work authorized herein expires. Please contact us immediately if you change the plans or construction methods for work within our jurisdiction as we must approve any changes before you undertake them. Performing work within our jurisdiction that is not specifically authorized by this determination, failing to comply with the special condition(s) provided above or all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining any other approvals.

The Connecticut Department of Energy & Environmental Protection (DEEP) has conditionally granted Water Quality Certification (WQC) for the 2021 CT GPs under Section 401 of the Clean Water Act. This verification that your project is authorized under the CT GPs is valid only after DEEP provides you with written concurrence of eligibility for use of that WQC under the GPs. Work authorized herein may not commence until you receive DEEP concurrence of eligibility. Any adaptive best management practices prescribed by DEEP in your written concurrence of eligibility are hereby incorporated by reference into this GP authorization and will remain in full force and effect. In the event the DEEP denies eligibility for the project above, this GP authorization becomes null and void.

We continually strive to improve our customer service. To better serve you, we would appreciate your completing our Customer Service Survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey>.

Please contact Matthew Hackett, of my staff, at (978) 318-8321 or [Matthew.R.Hackett@usace.army.mil](mailto:Matthew.R.Hackett@usace.army.mil) if you have any questions.

Sincerely,

Daniel B. Breen  
Chief, Transportation and Utilities Section  
Regulatory Division

Enclosures

cc:

Mark M. Zessin, Barton and Loguidice, LLC; [mzessin@bartonandloguidice.com](mailto:mzessin@bartonandloguidice.com)

William Sigmund, CT DEEP, Land & Water Resources Division;

[william.sigmund@ct.gov](mailto:william.sigmund@ct.gov)

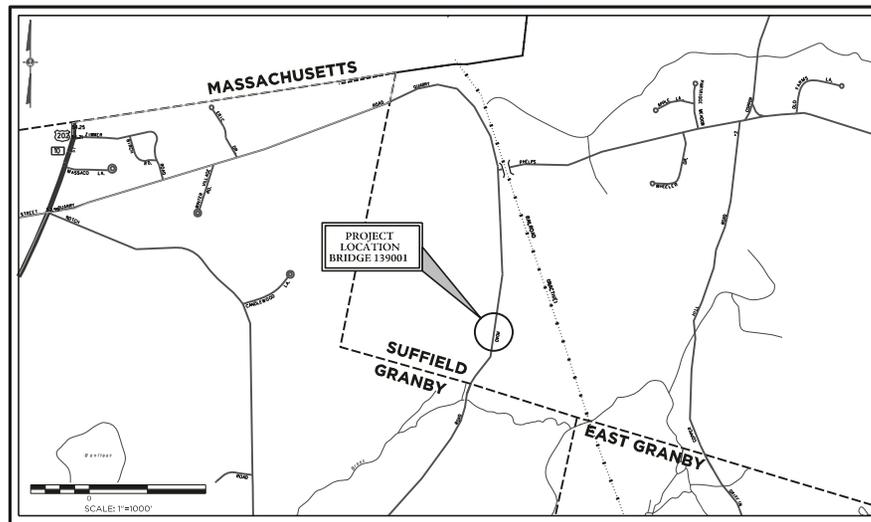
Nate Margason, U.S. EPA, Region 1, Boston, MA; [margason.nathan@epa.gov](mailto:margason.nathan@epa.gov)

# REPLACEMENT OF QUARRY ROAD BRIDGE NO. 139001 SUFFIELD, CT

STATE PROJECT NO. 9139-0011

PREPARED FOR

TOWN OF SUFFIELD  
COLIN MOLL, FIRST SELECTMAN  
83 MOUNTAIN ROAD  
SUFFIELD, CT 06078



LOCATION MAP  
SCALE: 1" = 1000'

41.990639, -72.768889

## LIST OF SHEETS

DATE: 05/26/22  
REVISED:

ROAD PLAN & PROFILE	1
* ROAD DETAILS	2
GENERAL PLAN	3
BORING LOG	4
LAYOUT PLAN	5
CUTOFF WALL & NOSING DETAILS	6
TYPICAL SECTIONS	7
WINGWALL PLAN & ELEVATIONS	8
BRIDGE RAIL 1 OF 2	9
BRIDGE RAIL 2 OF 2	10
ROADWAY CROSS SECTIONS	11
DETOUR PLAN	12
* WATER HANDLING PLAN	13

PREPARED BY:

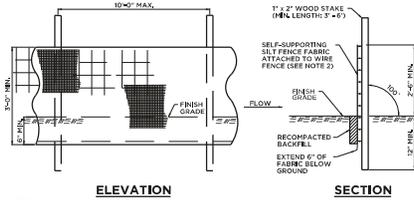
**Barton & Loguidice**  
41 Sequin Drive  
Glastonbury, CT 06033  
Phone: (860) 633-8770  
Fax: (860) 633-5971  
www.bandlct.com

Civil Engineering • Environmental Consulting • Land Surveying • Construction Management



\*PLANS INCLUDED IN THE PERMIT PLAN SET

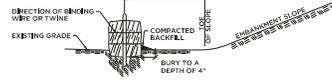
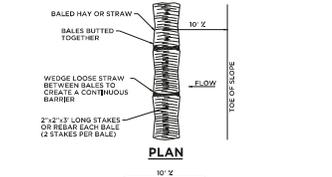




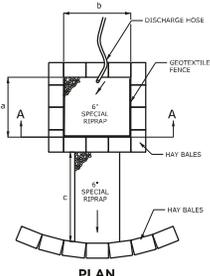
- NOTES:
1. INSTALL SILT FENCE & WOOD STAKES AS RECOMMENDED BY MANUFACTURERS.
  2. SILT FENCE SUBJECT TO HEAVY LOADS SHALL BE REINFORCED WITH FARM FENCING & STEEL POSTS (SEE DETAIL). THE MINIMUM POST LENGTH SHALL BE 3'-0\"/>

### SILT FENCE

NOT TO SCALE

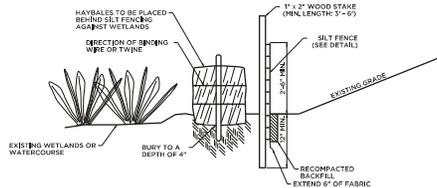


### SECTION AT TOE OF SLOPE



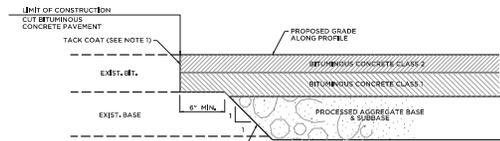
### TEMPORARY DEWATERING BASIN

NOTES:  
DIMENSIONS OF DEWATERING BASIN SHALL BE SIZED BY THE CONTRACTOR



### WETLAND/WATERCOURSE PROTECTION

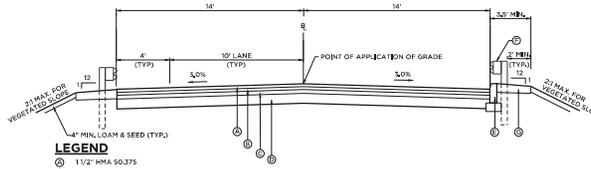
NOT TO SCALE



### PAVEMENT TRANSITION

NOT TO SCALE

- NOTES:
1. NO SEPARATE PAYMENT, TO BE INCLUDED IN THE COST OF BITUMINOUS CONCRETE.
  2. PAVEMENT TRANSITION DETAIL APPLIES AT ALL LIMITS OF CONSTRUCTION.

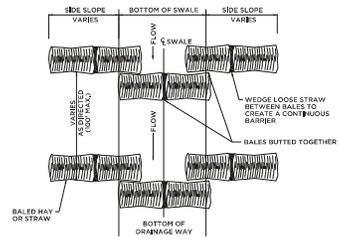


### LEGEND

- ① 1 1/2\"/>

### TYPICAL ROADWAY SECTION

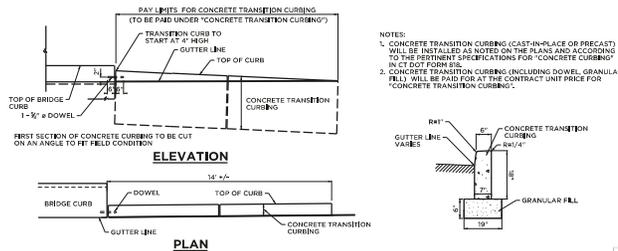
NOT TO SCALE



### SECTION AT SWALE

### HAY BALES

NOT TO SCALE



### CONCRETE TRANSITION CURBING

(NO ADJACENT ROADWAY CURBING)

NOT TO SCALE

- NOTES:
1. CONCRETE TRANSITION CURBING (CAST-IN-PLACE OR PRECAST) WILL BE INSTALLED AS NOTED ON THE PLANS AND ACCORDING TO THE PERTINENT SPECIFICATIONS FOR 'CONCRETE CURBING' IN C.T. DOT FORMS.
  2. CONCRETE TRANSITION CURBING (INCLUDING DOWEL GRANULAR FILL) WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR 'CONCRETE TRANSITION CURBING'.

## EROSION & SEDIMENTATION CONTROL NOTES

1. CONSTRUCTION WILL COMMENCE IN THE SPRING OF 2023 AND WILL BE TENTATIVELY COMPLETED IN THE FALL OF 2023, WEATHER PERMITTING.
2. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE STATE OF CONNECTICUT AND THE STANDARD SPECIFICATIONS OF THE 'EROSION CONTROL'.
3. EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED AS SHOWN ON THE PLAN PRIOR TO CLEARING AND GRUBBING.
4. RUNOFF SHALL BE CONTROLLED BY THE INTERCEPTION, DIVERSION AND SAFE DISPOSAL OF PRECIPITATION SURROUNDING JOB STOCQUES WITH SILT FENCES, BY MAIN DRAIN, RUNOFF OR WIND IS SUGGESTED BY THE USE OF NATURAL AND PHYSICAL 'BARRIERS' SUCH AS TREES AND FABRIC, HAY, EROSION CONTROL MATTING OR TEMPORARY SEEDING.
5. AFTER EACH STORM EVENT OR ONCE A WEEK, ALL SEDIMENT AND EROSION CONTROL MEASURES WILL BE INSPECTED BY THE ENGINEER. ANY CORRECTIVE ACTION TO MITIGATE ENVIRONMENTAL CONCERNS WILL BE ORDERED AT THAT TIME. SEDIMENT FROM THE EROSION CONTROL DEVICES SHALL BE REMOVED, WHEN IT REACHES OR WILL BE THE HAZARD, IMPROVED SEEDMENT SHALL BE PROMPTLY DISPOSED OF IN A MANNER WHICH IS CONSISTENT WITH THE INTENT OF THE PLAN.
6. EROSION CONTROL MEASURES
  - A. EROSION CONTROL MEASURES ARE DETECTED ON THE SITE PLAN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED MAINTENANCE DURING CONSTRUCTION.
  - B. FINAL GRUBBING, SEEDING AND MULCHING SHALL BE DONE WITHIN THE SPECIFIED TIME FRAME. INSPECTIONS SHALL BE PERFORMED AS SOON AS POSSIBLE FOLLOWING A HEAVY RAIN TO CHECK THE INTEGRITY OF THE BARRIERS, SWALES, SEEDING AND MULCH, ANY REPAIRS OR ADDITIONAL SEED OR MULCH SHALL BE DONE AS SOON AS POSSIBLE.
7. APPROPRIATE EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED ON SITE PRIOR TO CONSTRUCTION TO MINIMIZE THE IMPACT OF THE DISTURBED AREAS ON THE WATERCOURSE.
8. CLEARED MATERIALS SUCH AS BRUSH AND ROAD SPILLS SHALL BE REMOVED AND DISPOSED OF OFF SITE. AREAS TO BE CLEARED (LIMITS OF CLEARING) SHALL BE CONSIDERED TO BE ADJACENT TO THE ROADWAY WITHIN THE LIMITS OF CONSTRUCTION.
9. WHERE DEWATERING OF AREAS/AREAS IS REQUIRED THESE SHALL NOT BE AFFECTED BY CHARGE INTO WETLANDS OR WATERCOURSES. PROPER METHODS SHALL BE UTILIZED SUCH AS PUMPING WATER INTO A TEMPORARY STORAGE TANK. FLOATING THE INTAKE OF THE PUMP, OR OTHER METHODS TO MAINTAIN AND RETURN NEARBY VEGETATION.

## REVEGETATION NOTES

1. SOIL CONSERVATION PRACTICES SHALL BE APPLIED TO CONTROL SHEET AND RILL EROSION AT OR BELOW ALLOWABLE SOIL LOSS. THE SOIL SURFACE SHALL BE STABILIZED USING SUITABLE VEGETATION. THE SEEDING AREAS ARE STABILIZED WITH ADEQUATE VEGETATIVE COVER.
2. TOPSOIL SHALL BE FILLED AT LEAST 6\"/>

### NEW ENGLAND WETLAND PLANTS, INC.

430 WEST STREET, AMHERST, MA 01003  
PHONE: 413-548-8000 FAX 413-548-4000  
EMAIL: INFO@NEW.COM WEB ADDRESS: WWW.NEW.COM

### New England Conservation/Wildlife Mix

Botanical Name	Common Name	Indicator
<i>Elymus virginicus</i>	Virginia Wild Rye	FAC/W
<i>Solidago nemoralis</i>	Late Bluestem	FACU
<i>Andropogon gerardii</i>	Big Bluestem	FAC
<i>Festuca rubra</i>	Red Fescue	FACU
<i>Sorghastrum nutans</i>	Indian Grass	UPL
<i>Panicum virginum</i>	Switch Grass	FAC
<i>Chamaecrista fasciculata</i>	Partridge Pea	FACU
<i>Desmodium canadense</i>	Shoey Tick Trefoil	NI
<i>Asclepias tuberosa</i>	Butterfly Milkweed	NI
<i>Asarum canadense</i>	Spicebush	FAC/W
<i>Equisetum purpuraceum (Equisetum maculatum)</i>	Purple Joe Pye Weed	FACU
<i>Rudbeckia hirta</i>	Black Eyed Susan	FACU
<i>Aster pilosus (Simpliciflorus pilosus)</i>	Heath (or Hairy) Aster	UPL
<i>Solidago juncea</i>	Earl Goldenrod	UPL

APPLY 15 LBS/ACRE @ 1750 sq ft/0

The New England Conservation/Wildlife Mix provides a permanent cover of grasses, wildflowers, and legumes. For best seed germination and wildlife habitat value, the mix is designed to be a no maintenance seeding, and is appropriate for cut and fill slopes, detention basin side slopes, and disturbed areas adjacent to commercial and residential projects.

5. TEMPORARY GRASS SEEDING, IF NECESSARY, SHALL BE PERFORMED BY GRASS (LOUGH PERENNIAL) APPLIED AT A RATE OF 20-50 LBS PER ACR.

## FOR PERMIT ONLY NOT RELEASED FOR CONSTRUCTION

30 South Street  
Bartonsbury, CT 06033  
Phone: (860) 433-0700  
Fax: (860) 433-0711  
www.barton-foguidice.com

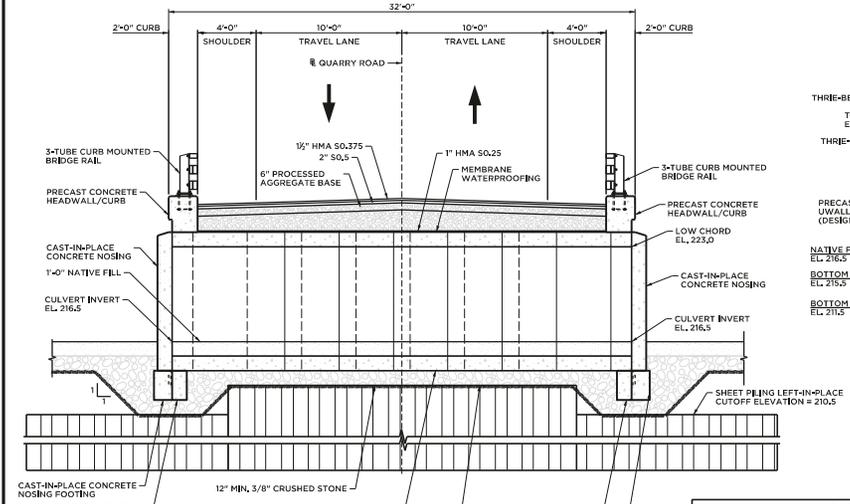
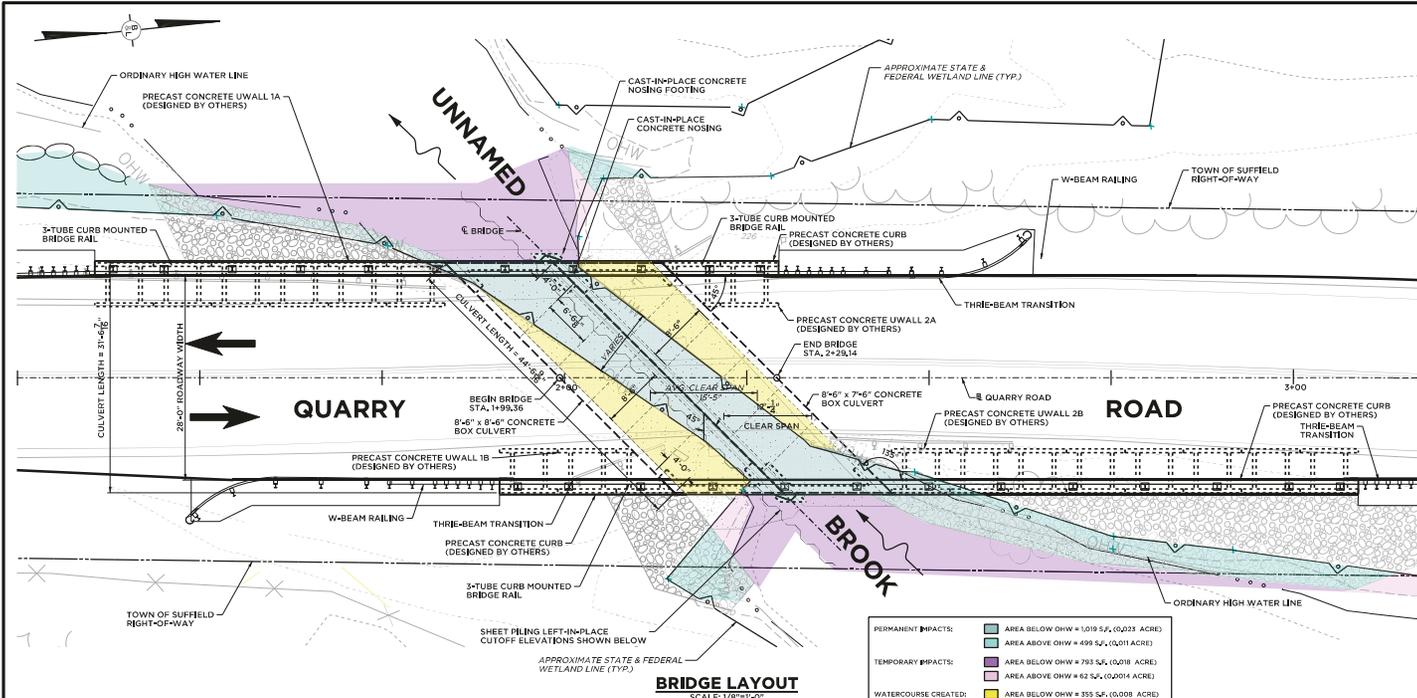
REPLACEMENT OF QUARRY RD BRIDGE

PREPARED FOR  
TOWN OF SUFFIELD

TYPICAL SECTIONS & DETAILS

QUARRY ROAD SUFFIELD, CT

PROJECT: 3157-031 DATE: 05/26/22 SHEET NO. 2 OF 13



**DISCLAIMER**

THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK, SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS AND IS IN NO WAY WARRANTED TO INDICATE THE TRUE CONDITIONS OR ACTUAL QUANTITIES OR DISTRIBUTION OF QUANTITIES OF WORK WHICH WILL BE REQUIRED.

**LONGITUDINAL SECTION**  
SCALE: 1/4"=1'-0"

**SHIPPING DATA**

MEMBER	SHIPPING LENGTH	SHIPPING HEIGHT	SHIPPING WIDTH	SHIPPING WEIGHT

**CONCRETE NOTES:**

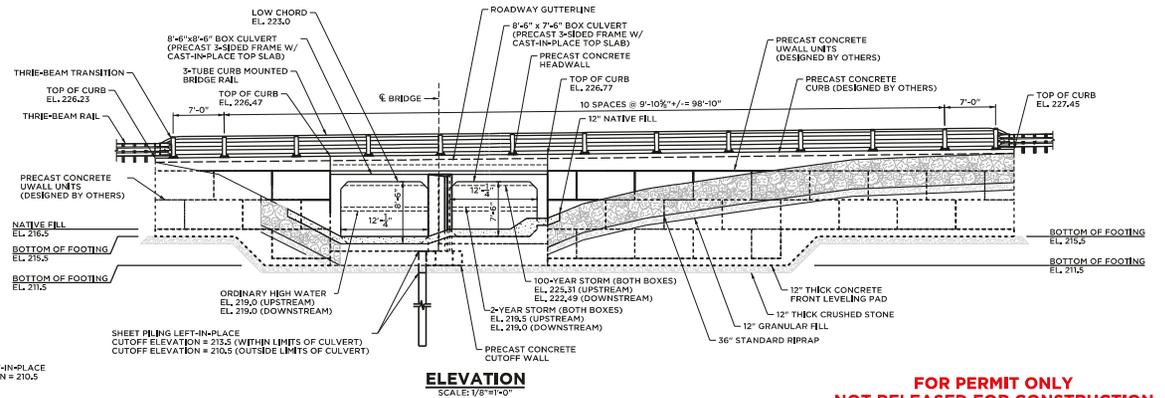
**CAST-IN-PLACE CONCRETE PAY ITEMS:**

PAY ITEM	BRIDGE COMPONENT	PCC CLASS
FOOTING CONCRETE	NOSING, NOSING FOOTING, CUTOFF WALLS, RETURN WALLS	PCC03340
BARRIER WALL CONCRETE	CONCRETE CURBS	PCC04460

THE FOLLOWING PAY ITEMS AND CONCRETE CLASSES ARE REQUIRED FOR CAST-IN PLACE BRIDGE COMPONENTS:

**GENERAL NOTES**

- CONSTRUCTION SPECIFICATIONS:**
- DESIGN SPECIFICATIONS:**
- MATERIAL STRENGTHS:**
- CONCRETE:  
 CLASS PPC 03340 BASED ON  $f_c = 3,000$  PSI  
 CLASS PPC 04460 BASED ON  $f_c = 4,000$  PSI  
 PRECAST CONCRETE  $f_c = 5,000$  PSI (MIN.)
- THE SPECIFIED CONCRETE STRENGTH USED IN DESIGN,  $f_c$  OF THE CONCRETE COMPONENTS IS NOTED ABOVE. THE MINIMUM COMPRESSIVE STRENGTH OF THE CONCRETE IN THE CONSTRUCTED COMPONENTS SHALL CONFORM TO THE REQUIREMENTS OF SECTION 6.01 CONCRETE FOR STRUCTURES.
- REINFORCEMENT:  
 REINFORCING BARS (ASTM A615 GRADE 60)  $f_y = 60,000$  PSI  
 HL-93, LEGAL AND PERMIT VEHICLES
- LIVE LOAD:** NONE
- FUTURE PAVING ALLOWANCE:** CLASS PPC 03340 CONCRETE SHALL BE USED FOR THE ENTIRE SUBSTRUCTURE.
- CLASS PPC 04460 CONCRETE:** CLASS PPC 04460 CONCRETE SHALL BE USED FOR CURBS.
- DIMENSIONS:** WHEN DECIMAL DIMENSIONS ARE GIVEN TO LESS THAN THREE DECIMAL PLACES, THE OMITTED DIGITS SHALL BE ASSUMED TO BE ZEROS.
- EXISTING DIMENSIONS:** DIMENSIONS OF THE EXISTING STRUCTURE SHOWN ON THESE PLANS ARE FOR GENERAL REFERENCE ONLY. THEY ARE NOT GUARANTEED. THE CONTRACTOR SHALL TAKE ALL FIELD MEASUREMENTS NECESSARY TO ASSURE PROPER FIT OF THE FINISHED WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THEIR ACCURACY. WHEN SHOP DRAWINGS BASED ON FIELD MEASUREMENTS ARE SUBMITTED FOR APPROVAL, THE FIELD MEASUREMENTS SHALL ALSO BE SUBMITTED FOR REFERENCE BY THE REVIEWER.
- UTILITIES:** THE CONTRACTOR SHALL COORDINATE ALL WORK RELATED TO UTILITY RELOCATION WITH THE RESPECTIVE UTILITY COMPANIES.
- MASH TEST LEVEL:** THE 3-TUBE CURB MOUNTED BRIDGE RAIL WAS DESIGNED AND CRASH TESTED TO MEET THE TL-4 CRITERIA FOR MASH 2016. THE TRANSITION WAS DESIGNED TO MEET THE TL-3 CRITERIA FOR MASH 2016.
- JOINT SEAL:** JOINT SEAL SHALL CONFORM TO THE CONNECTICUT DEPARTMENT OF TRANSPORTATION FORM 818 (2022), WITH SUPPLEMENTAL SPECIFICATIONS DATED JANUARY 2022.
- EXPOSED EDGES:** EXPOSED EDGES OF CONCRETE SHALL BE BEVELED 1"X1" UNLESS DIMENSIONED OTHERWISE.
- CONCRETE COVER:** ALL REINFORCEMENT SHALL HAVE TWO INCHES COVER UNLESS DIMENSIONED OTHERWISE.
- REINFORCEMENT:** ALL REINFORCEMENT SHALL BE GALVANIZED AFTER FABRICATION UNLESS NOTED OTHERWISE. ALL REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF ASTM A797, CLASS 1. INCLUDING SUPPLEMENTAL REQUIREMENTS, THE COST OF FURNISHING AND PLACING THIS REINFORCEMENT SHALL BE INCLUDED IN THE ITEM "DEFORMED STEEL BARS - GALVANIZED".
- PREFORMED EXPANSION JOINT FILLER:** THE COST OF FURNISHING AND INSTALLED PREFORMED EXPANSION JOINT FILLER IS PAID FOR AS "ADJUTANT & WALL CONCRETE". 12" PREFORMED EXPANSION JOINT FILLER SHALL CONFORM TO SPECIAL PROVISION #05200414.
- CLOSED CELL ELASTOMER:** FURNISHING AND INSTALLING CLOSED CELL ELASTOMER SHALL BE INCLUDED IN THE ITEM "1/2" CLOSED CELL ELASTOMER".
- CONSTRUCTION JOINTS:** CONSTRUCTION JOINTS, OTHER THAN THOSE SHOWN ON THE PLANS, WILL NOT BE PERMITTED WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.



**FOR PERMIT ONLY  
NOT RELEASED FOR CONSTRUCTION**

**Barton & Loguidice**

30 South Street  
 Shelton, CT 06484  
 Phone: (860) 354-7770  
 Fax: (860) 435-9711  
 www.bartonloguidice.com

PROJ: 1501000001  
 SHEET: 3 OF 13

**REPLACEMENT OF QUARRY RD BRIDGE**

PREPARED FOR:  
 TOWN OF SUFFIELD

**GENERAL PLAN**

REV.	DATE	DESCRIPTION
REV. 1	11/28/22	
REV. 2	12/08/22	

PROJECT: QUARRY ROAD  
 DATE: 05/26/22  
 SHEET NO. 3 OF 13



US Army Corps  
of Engineers®  
New England District

**WORK-START NOTIFICATION FORM**  
(Minimum Notice: Two weeks before work begins)

\*\*\*\*\*

EMAIL TO: matthew.r.hackett@usace.army.mil and [cenae-r@usace.army.mil](mailto:cenae-r@usace.army.mil); or

MAIL TO: Matthew Hackett  
Regulatory Division  
U.S. Army Corps of Engineers, New England District  
696 Virginia Road  
Concord, Massachusetts 01742-2751

\*\*\*\*\*

Corps of Engineers Permit No. NAE-2022-02270 was issued to Colin Moll, First Selectman, Town of Suffield, CT. This work is located in the Farmington Canal in an unnamed tributary to Hungary Brook and authorized 2,380 Square feet of discharge of permanent and temporary fill in conjunction to the removal and replacement of bridge No. 139001 on Quarry Road in Suffield, CT.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

**PLEASE PRINT OR TYPE**

Name of Person/Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone & email: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Proposed Work Dates: Start: \_\_\_\_\_ Finish: \_\_\_\_\_

Permittee/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date Permit Issued: \_\_\_\_\_ Date Permit Expires: \_\_\_\_\_

\*\*\*\*\*

**FOR USE BY THE CORPS OF ENGINEERS**

PM: \_\_\_\_\_ Submittals Required: \_\_\_\_\_

Inspection Recommendation: \_\_\_\_\_



**US Army Corps  
of Engineers**®  
New England District

**COMPLIANCE CERTIFICATION FORM**  
(Minimum Notice: Permittee must sign and return notification  
within one month of the completion of work.)

**Permit Number:** NAE-2022-02270

**Project Manager:** Matthew Hackett

**Name of Permittee:** Town of Suffield- Colin Moll

**Permit Issuance Date:** October 30, 2023

Please sign this certification and return it to our office upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

```

*****
* E-MAIL TO: cenae-r@usace.army.mil; or *
* * *
* MAIL TO: Permits and Enforcement Branch B *
* U.S. Army Corps of Engineers, New England District *
* Regulatory Division *
* 696 Virginia Road *
* Concord, Massachusetts 01742-2751 *
*****

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Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

**I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.**

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Work Completion

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Telephone Number

