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The Town of East Haven

West End Sidewalk Improvements Phase IV – Main Street

**LOTICIP PROJECT NUMBER
L 043-0003**

Mayor Joseph A. Carfora

2021

Nafis & Young Engineers, Inc.

Town of East Haven
Bid # 21-26 West End Streetscape Improvements Phase IV
State of Connecticut LOTCIP Project # L043-0003

This Notice replaces the notice to Bid published June 6, 2021.

Sealed bids will be received until 10:30 AM on Thursday, July 29, 2021 & delivered to the Finance Office 250 Main Street, East Haven CT 06512, & then open. Bidders are allowed to attend opening.

Bids must be submitted on forms & in the manner specified and may be obtained at the Finance Office on or after Thursday, July 1, 2021. One original and 2 (two) copies of the bid are to be submitted.

Bid Specifications are also available on DAS website & for viewing or printing on following Town Website:

www.townofeasthavenct.org

Each Bid must be accompanied by a bid bond, of 10 % of the sum of the base bid.

All inquiries concerning this bid should be directed to Jim Galligan P.E. the Engineering Firm of Nafis & Young @ 203-484-2793.

Insurance or other requirements for this bid should be directed to Jim Keeley, Director of Finance at 203-468-3210.

The Director of Finance reserves the right to reject any and all bids or to waive defects in same if it be deemed in the best interest of the Town of East Haven to do so.

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. An affirmative Action Plan must be filed with and approved by the Commission on Human rights and Opportunities prior to the commencement of construction. State law requires minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services("DAS") under the provisions of CONN. GEN STAT. 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and /or Disabled owned businesses.) The Contractor must demonstrate good faith effort to meet the 25% set-aside goals. For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at;

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

Mayor Joseph A. Carfora
Town of East Haven

TOWN OF EAST HAVEN, CONNECTICUT
West End Sidewalk Improvements - Phase IV – Main Street
East Haven, CT

State of Connecticut LOTCIP Project No. L043-0003

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1. Defined Terms

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (2002 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 Bidder – One who submits a bid directly to Owner as distinct from sub-bidder, who submits a bid to a Bidder
- 1.2 Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3 Successful Bidder – The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents

- 2.1 Complete sets of the Bidding Documents will be available at the East Haven Town Hall.
- 2.2 Complete sets of Bidding Documents must be used in preparing bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids for the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders

- 3.1 To demonstrate qualifications to perform the work, and perform the work with the time allowed, each Bidder shall submit with his bid the completed, notarized form "Statement of Bidders Qualifications" which is included in the Bid Forms for this Contract.

Each Bid must contain evidence of Bidder's Qualification to do business in the State and shall submit with his bid a completed "Non-Collusion Affidavit of Prime Bidder" included with the Bid form for this Contract.

- 3.2 Each Bidder shall read and sign the "Notification to Bidders/Contractors" and shall submit the following completed forms with his Bid:

Nondiscrimination in Employment

Contract Compliance Questionnaire

- 3.4 Each Bidder must include a list of contracts where they have installed stenciled concrete as specified. The list should include date of work, contracting owner name, address and phone number.
- 4. Examination of Contract Documents and Site
 - 4.1 It is the responsibility of each Bidder before submitting a Bid:
 - 4.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including “technical data” referred to below):
 - 4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work:
 - 4.1.3 To consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work:
 - 4.1.4 To study and carefully correlate Bidder’s knowledge and observations with Contract Documents and such other related data; and
 - 4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
 - 4.2 No information and data shown is indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site. The Contractor must acquaint himself of the underground facilities.
 - 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and underground facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
 - 4.4 Before submitting a Bid each Bidder will be responsible for to obtain such additional or 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 or procedures of construction to be employed by Bidder and safety

precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing Work in accordance with time, price and other terms and conditions of the Contract Documents.

- 4.5 Each Bidder has access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies.
- 4.6 Reference is made to the Supplementary Conditions and Section 00600 of these specifications for the identification of the general nature of work that is to be performed at the site.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder had discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and that Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Availability of Lands for Work, etc.

The land upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified to be within the streetline right of way. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of material and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

6. Interpretations and Addenda

- 6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the Bidding Documents. Questions received less than ten days prior to the date for opening may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or

clarifications will be without legal effect. Addenda shall be mailed by Certified mail; Return Receipt Requested no later than 5 days prior to the Bid.

- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security

- 7.1 The Town requires a 10% Bid Security with each Bid.

8. Contract Time and Liquidated Damages

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment is defined below and in the Supplemental Conditions, par. 4.

Provisions for liquidated damages are set forth below and in the Supplemental Conditions, par. 5.

**West End Sidewalk Improvements Phase IV – Main Street
East Haven, CT**

State of Connecticut LOTCIP Project No. L043-0003

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817 and Supplements thereto, dated January 2019 (otherwise referred to collectively as "ConnDOT Form 817") is hereby made part of this contract, as modified by the Special Provisions contained herein. The State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), August 21, 2000 edition or latest issue, is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available upon request from the Transportation Manager of Contracts. The Special Provisions relate in particular to the **West End Sidewalk Improvements Phase IV – Main Street, East Haven, CT**

CONTRACT TIME AND LIQUIDATED DAMAGES

120 calendar days excluding Winter shut down, will be allowed for completion of the work on this project and the liquidated damages charge to apply will be One Thousand One Hundred Dollars (\$1,100.00) per calendar day.

9. Substitute and "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item or material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of agreement. The procedure for submission of any such application by Contractor and consideration by the Engineer is set forth in paragraphs 6.7.1, 6.7.2, and 6.7.3 of the General Conditions and may be supplemented in the Supplementary Conditions or the General Requirements.

10. Subcontractors, Suppliers, and Others

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent successful Bidder, and any other Bidder so requested, shall within five days after Bid Opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. The Owner or Engineer, who after due investigations has reasonable objection to any propose Subcontractor, Supplier, other person or organization, may before the Notice of award is given request the apparent successful Bidder to submit an acceptable substitute, without an increase in the Bid price.

If the apparent successful bidder decline to make any such substitution, the Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and/or other persons and organizations. Declining to make the

requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any subcontractor, Supplier, other person or organization listed and to whom the Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

- 10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.
- 10.3 No contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objections.

11. Bid Form

- 11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office)
- 11.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 11.3 Bids by corporations must be executed in the corporate names by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed in black ink below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.
- 11.8 Evidence of authority to conduct business as an Out-of-State corporation in the State where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State Contractor license number, if any, must also be shown.

- 11.9 The Bid Proposal Forms include Base Bid Items #1 through #32. All items must be filled in. Basis of Award shall be based upon the sum of Bid Items #1 through #32.

12. Submission of Bids

Bids shall be submitted at the time and place indicated in the Solicitation of Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with notation "BID ENCLOSED" on the face of it.

13. Modification and Withdrawal of Bids

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amount of the base Bids will be made available to Bidders after the opening of Bids.

15. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but owner may, in its sole discretion, release any Bid and return to Bid security prior to that date.

16. Award of Contract

- 16.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether

because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 16.2 The Owner reserves the right to delete in its entirety the work for a particular area without effecting the lump sum bid at the other remaining areas.
- 16.3 In evaluating Bids, Owner will consider the qualifications of Bidders to complete the work as required, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.4 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Supplier, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.5 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.6 The Contract will be awarded to that responsible, responsive Bidder whose total bid is the lowest number of dollars, unless the proposals are rejected.
- 16.7 If the Contract is to be awarded, Owner will give Successful Bidder a Notice of Award within seven days after the day of the Bid opening.

17. Contract Security

Paragraph 17 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance Bond, Payment Bonds and Insurance Certificate.

18. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within five days thereafter Owner shall deliver one fully signed counterpart to Contractor.

19. Pre-bid Conference

A non-mandatory Pre-Bid Conference will not be held.

20. Sales and Use Taxes

Owner is exempt from State Sales and Use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Refer to Supplementary Conditions SC-12 for additional information.

21. Retainage

Provisions concerning Retainage and Contractors' rights to deposit securities in lieu of Retainage are set forth in the Supplemental Conditions.

BID PROPOSAL
West End Sidewalk Improvements Phase IV – Main Street
East Haven, CT
State of Connecticut LOTCIP Project No. L043-0003

We wish to submit our bid on the above referenced bid. We have enclosed our bid surety in the amount of five percent (5%) of our base bid.

Proposal of _____ (hereinafter called “Bidder”), organized and existing under the laws of the State of _____, doing business as _____.*

To: **The Town of East Haven** (hereinafter called the “Owner”).

*Insert “a corporation,” “a partnership,” or “an individual” as applicable.

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all Work for the **West End Sidewalk Improvements- Phase IV – Main Street , East Haven, CT**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, that this Bid has arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within **120** consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of **\$1,100.00** for each consecutive calendar day thereafter as provided in the General Conditions.

- THIS PROPOSAL IS NOT TO BE SEPARATED FROM THIS DOCUMENT –

REVISED BID SCHEDULE
WEST END SIDEWALK IMPROVEMENTS PHASE IV – MAIN STREET
TOWN OF EAST HAVEN, CT.
STATE OF CONNECTICUT LOTCIP PROJECT NO. L043-0003

Bidders Name: _____

Item No.	Estimated Quantity	Item Description & Unit Price in Words	Unit Price numerically	Extended Total
1	1 L.S.	CLEARING & GRUBBING		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		
2	1 L.S.	MOBILIZATION		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		
3	100 C.Y.	UNCLASSIFIED TRENCH EXCAVATION		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		
4	50 C.Y.	BORROW		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		
5	1 L.S.	WATER POLLUTION CONTROL		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		
6	5,700 S.F.	CONCRETE SIDEWALK		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		
7	3,000 S.F.	CONCRETE DRIVEWAY RAMP		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		
8	250 S.F.	CONCRETE RAMP (HANDICAP)		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		
9	50 C.Y.	PROCESSED AGGREGATE BASE (UNASSIGNED)	\$ _____	\$ _____
		_____ Dollars		
		And _____ Cents		
10	2,500 S.F.	STENCILED CONCRETE SIDEWALK		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		
11	50 C.Y.	BEDDING MATERIAL (UNASSIGNED)		
		_____ Dollars	\$ _____	\$ _____
		And _____ Cents		

12	1,200 L.F.	5" X 18" GRANITE CURBING	Dollars	\$		\$	
		And	Cents				
13	30 L.F.	5" X 18" CURVED GRANITE CURBING	Dollars	\$		\$	
		And	Cents				
14	4 EA.	DETECTABLE WARNING STRIP	Dollars	\$		\$	
		And	Cents				
15	350 S.Y.	FURNISHING AND PLACING TOPSOIL	Dollars	\$		\$	
		And	Cents				
16	350 S.Y.	TURF ESTABLISHMENT	Dollars	\$		\$	
		And	Cents				
17	5 MO.	CONSTRUCTION FIELD OFFICE (TYPE B)	Dollars	\$		\$	
		And	Cents				
18	EST.	TRAFFIC PERSONELL (EAST HAVEN POLICE)					
		<u>SIXTY THOUSAND</u> Dollars		\$	<u>60,000.00</u>	\$	<u>60,000.00</u>
		And <u>ZERO</u> Cents					
19	1 L.S.	MAINTENANCE & PROTECTION OF TRAFFIC	Dollars	\$		\$	
		And	Cents				
20	1 L.S.	CONSTRUCTION STAKING	Dollars	\$		\$	
		And	Cents				
21	1,000 L.F.	2" GALVANIZED STEEL CONDUIT IN TRENCH	Dollars	\$		\$	
		And	Cents				
22	110 S.F.	SIGN FACE – SHEET ALUMINUM REFLECTIVE SHEETING	Dollars	\$		\$	
		And	Cents				
23	250 L.F.	WHITE EPOXY PAINT – 24" WHITE	Dollars	\$		\$	
		And	Cents				
24	200 S.F.	CONSTRUCTION SIGNS – TYPE REFLECTIVE SHEETING		\$		\$	
			Dollars				
		And	Cents				
25	1 L.S.	REMOVAL AND REINSTALLATION OF EXISTING SIGNAGE		\$		\$	

			_____ Dollars	
		And _____	Cents	
26	1 L.S.	ELECTRICAL LIGHTING AND EQUIPMENT WIRING INSTALLATION		\$ _____ \$ _____
			_____ Dollars	
		And _____	Cents	
27	300 S.Y.	TEMPORARY PAVEMENT REPAIR		
			_____ Dollars	\$ _____ \$ _____
		And _____	Cents	
28	300 S.Y.	PERMANENT PAVEMENT REPAIR		
			_____ Dollars	\$ _____ \$ _____
		And _____	Cents	
29	7 each	REMOVE EXISTING CATCH BASIN TOP, INSTALL NEW FRAME WITH GRANITE CURB INLET.		\$ _____ \$ _____
			_____ Dollars	
		And _____	Cents	

Note: All quantities are indeterminate, quantity assumed for comparison of bids.

BASIS OF AWARD IS THE QUALIFIED TOTAL OF BASE BID ITEMS 1 THROUGH 29 INCLUSIVE, OF THIS PROPOSAL, AS COMPUTED BY BIDDER USING THE ESTIMATED QUANTITIES INDICATED ABOVE:

Total bid in words: _____
Total bid in figures: \$ _____

It is understood that the various unit prices bid will control in any contract which may be awarded arising from this Bid; that the estimated quantities above are approximate only and used only for the comparison of bids, that the products obtained by multiplication of the above unit prices by estimated quantities, and the total thereof, have been inserted only for the convenience of the Bidder and to facilitate consideration of this and other Bids. In the case where written in words are different than numeric figures, written words shall govern.

***ADD ALTERNATES ***

BID SCHEDULE

WEST END SIDEWALK IMPROVEMENTS PHASE IV- MAIN STREET

TOWN OF EAST HAVEN, CT.

STATE OF CONNECTICUT LOTCIP PROJECT NO. L043-0003

Bidders Name: _____

Item No.	Estimated Quantity	Item Description & Unit Price in Words	Unit Price numerically	Extended Total
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A1	1 EA.	CODE BLUE BOXES FULLY CONNECTED AND OPERATIONAL		
			Dollars \$ _____	\$ _____
		And _____	Cents	
A2	4 EA.	REFUSE CONTAINERS TO MATCH EXISITNG CONTAINERS ON MAIN STREET EAST HAVEN		
			\$ _____	\$ _____
			Dollars	
		And _____	Cents	

- A. Additive Alternates Definitions: An Additive Alternate is defined as a specific scope of work, products, materials, equipment or systems for the work not included in the Base Bid work and which may, at Owner's option and under terms established herein, be selected and recorded in the Contract to either supplement or displace basic requirements of contract documents. Alternates may or may not substantially change scope and general character of the work; and must not be confused with "allowances," "unit prices," "change orders," "substitutions," and other similar provisions. The bid price for the Additive Alternate is not included in the Base Bid price.
- B. Additive Alternate Pricing: The bid price for the additive alternate shall include all cost associated with the changes, omissions, additions or other adjustments to the Work in this Bid Package described in the Alternate or reasonably inferred therefrom. The additive alternate bid price shall include the cost of all labor, materials, equipment, time extension or deletion, general conditions, general requirements, overhead, profit, insurance, for the work. Claims for extras resulting from the acceptance or rejection of any Additive Alternate will not be allowed.
- C. Bidders must provide a bid for each Additive Alternate. If no bid is provided for any of the Additive Alternates contained in the bid proposal or if any bid for such an Alternate is obviously unbalanced

either in excess of, or below reasonable fair market values, then the entire bid will be considered nonresponsive, and the bid will be rejected.

- D. Award of Contract: The Award of Contract will be made to lowest responsible bidder for the "Base Bid" work - which does not include the bid price for any Additive Alternate.
- E. The Owner shall have the right to accept or omit any Additive Alternate.
- F. The Drawings, Specifications and other Contract Documents shall be considered appropriately modified by either the acceptance or omission of any Additive Alternates.
- G. Bid Bonds: Bid Bond amounts shall be at least 10% of the sum of the Base Bid plus all Additive Alternates.
- H. The contract completion date (calendar days) will be adjusted if any of the additive alternates is added, as follows:

Additive Alternate #1- "Code Blue Boxes, Fully Connected and Operational": Increase the Contract Schedule by **Fifteen (15)** Calendar days

Additive Alternate #2- Refuse Containers to match existing containers on Main Street, East Haven: Increase the Contract Schedule by **Zero (0)** Calendars days.

All costs associated with the above time extension(s) are to be included in the Additive Alternate Price.

- I. Notification: After award of the Contract, one or more additive alternates for which funds are available may be added to the Contract in the discretion of the owner. The adjustment of the Contract price shall be solely based on the bid price for the alternate(s) added. The Contractor will be notified as to which alternates will be included in the Contract within fourteen (14) calendar days of the Award of Contract.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we the undersigned,

(Name of Principal)

as PRINCIPAL, AND _____

as SURETY, are held firmly bound unto the Town of East Haven, hereinafter called the "Owner" in the penal sum of (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated _____, 2021 for the _____.

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified within 10 days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument under their several seals this _____ day of _____, 2021 the name of the corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

In Presence of:

(Individual Principal) (seal)

(Business Address)

(Partnership) (seal)

- THIS PROPOSAL IS NOT TO BE SEPARATED FROM THIS DOCUMENT -

BID BOND (CONTINUED)

By: _____

(Business Address)

Attest:

(Corporate Principal)

(Business Address) Affix Corporate Seal

By: _____

Attest:

(Corporate Surety)

Countersigned

(Affix Corporate Seal)

By: _____, By: _____

Attorney in Fact, State of _____

(Power of Attorney for person signing for surety company must be attached to bond)

- THIS PROPOSAL IS NOT TO BE SEPARATED FROM THIS DOCUMENT -

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____)ss

_____, being first duly sworn,

1. He is _____ of _____
the bidder that has submitted the attached bid.
2. He is fully informed respecting the preparation and contents of the attached Bid
and of all pertinent circumstances respecting such bid.
3. Such price is genuine and is not a collusive or sham bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly with any other Bidder,
firms or person to submit a collusive or sham Bid in connection with the Contract for
which the Contract, or has in any manner, directly or indirectly, sought by agreement or
collusion or communications or conference with any other Bidder, firm or person to fix
the proceeds or prices in the attached Bid or of any other Bidder, or to fix any overhead,
profit or cost element of the Bid price or the Bid price of any bidder, or to secure through
any collusion, conspiracy, connivance or unlawful agreement any advantage, against the
Town of Seymour, (Owner) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not
tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the
Bidder or any of its agents, representatives, owners, employees, or parties in interest
including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Title _____

My Commission Expires _____

AFFIRMATIVE ACTION STATEMENT

REQUIREMENT-ANY VENDOR OR BIDDER SEEKING TO DO BUSINESS WITH THE TOWN OF EAST HAVEN MUST, UPON REQUEST, SUPPLY THE PURCHASING OFFICE WITH ANY INFORMATION CONCERNING THE AFFIRMATIVE ACTION EQUAL EMPLOYMENT PRACTICES OF THE VENDOR/BIDDER. FAILURE TO SUPPLY SUCH INFORMATION, WHEN REQUESTED, WILL RESULT IN THE TERMINATION OF ANY FURTHER TRANSACTIONS BETWEEN THE VENDOR/BIDDER AND THE TOWN OF SEYMOUR.

NOTE- ALL VENDORS/BIDDERS WITH MORE THAN 10 EMPLOYEES SHALL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT REQUIREMENTS STATEMENT ON AN ANNUAL BASIS EXCEPT AS NOTED BELOW:

1. ALL VENDORS OR BIDDERS WITH LESS THAN 10 EMPLOYEES ARE EXEMPT FROM THIS REQUIREMENT;
2. ALL VENDORS/BIDDERS THAT HAVE COMPLETED THIS FORM WITH THE LAST YEAR;

IF EITHER OF THE ABOVE APPLIES, CHECK THE APPROPRIATE BOX BELOW:

- ☐ LESS THAN 10 EMPLOYEES
INDICATE NUMBER: _____
- ☐ COMPLETED THIS FORM WITHIN THE LAST YEAR
DATE COMPLETED _____

SEALED BIDS- ALL BIDDERS SUBMITTING A SEALED BID WILL BE REQUIRED TO COMPLETE THE AFFIRMATIVE ACTION STATEMENT. IF THE FORM HAS BEEN COMPLETED IN THE PAST YEAR, PLEASE INCLUDE A XEROX COPY OF THE INITIAL FORM INCLUDED WITH OUR BID. IF SIGNIFICANT CHANGES HAVE TAKEN PLACE IN THE PAST YEAR, PLEASE UPDATE THE CHANGES ON THIS FORM.

COMPANY NAME & ADDRESS:

TYPE OF BUSINESS:

TYPE OF ORANIZATION:

PLEASE CHECK: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ____

IF VENDOR/BIDDER FILLING THIS APPLICATION IS NOT THE ABOVE NAMED COMPANY, PLEASE PROVIDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE REPORTING UNIT, BRANCH AGENT, REPRESENTATIVE.

****THIS FORM MUST BE RETURNED***

EQUAL EMPLOYMENT OPPORTUNITY

THE VENDOR/BIDDER IS INSTRUCTED TO COMPLETE THE FOLLOWING:

1. DOES THE COMPANY HAVE A WRITTEN POLICY STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY?

_____YES _____NO (IF YES, ATTACH COPY)

2. IN RECRUITING EMPLOYEES ARE ALL SOURCES OF RECRUITMENT NOTIFIED THAT ALL QUALIFIED APPLICANTS WILL RECEIVE EQUITABLE CONSIDERATION:

_____YES _____NO

IF YES, PROVIDE BRIEF DESCRIPTION OF WHAT METHODS WERE EMPLOYED:

3. DO ALL RECRUITMENT ADVERTISEMENTS STATE THAT YOU ARE AN EQUAL OPPORTUNITY EMPLOYER:

_____YES _____NO

4. PLEASE LIST BY NAME AND CONTACT PERSON, ANY LOCAL COMMUNITY AGENT OR OTHER GROUP PROVIDING MINORITY AND FEMALE PLACEMENT SERVICE WHICH, YOU HAVE CONTACTED IN THE LAST 12 MONTHS.

IF NONE, PLEASE STATE:

5. IF ADDITIONAL MEANS ARE EMPLOYED TO ADVERTISE OR SOLICIT MINORITY AND FEMALE APPLICANTS FOR EMPLOYMENT OPPORTUNITIES WITHIN YOUR COMPANY, PLEASE INDICATE:

****THIS FORM MUST BE RETURNED***

AFFIRMATIVE ACTION

6. DOES YOUR COMPANY MAINTAIN A WRITTEN AFFIRMATIVE ACTION PLAN FOR THE EMPLOYMENT OF FEMALES AND MINORITIES?

_____ YES

_____ NO

(IF YES, PLEASE ATTACH COPY)

7. PLEASE INDICATE THE NAME AND ADDRESS OF THE COMPANY OFFICIAL(S) RESPONSIBLE FOR CARRYING OUT THE EQUAL OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM FOR YOUR COMPANY:

8. IF A WRITTEN AFFIRMATIVE ACTION FOR YOUR COMPANY IS NOT IN PLACE, PLEASE ESTIMATE THE NUMBER OF VACANCIES EXPECTED DURING THE NEXT TWELVE MONTHS AND INDICATE THE NUMERICAL OR PERCENTAGE GOALS YOU HAVE SET FOR THE EMPLOYMENT OF MINORITY PEOPLE AND FEMALES TO MAKE YOUR LABOR FORCE REFLECTIVE OF THE LABOR MARKET IN WHICH, YOU OPERATE:

THE VENDOR IS HEREBY NOTIFIED THAT FAILURE TO COMPLETE THE ABOVE FORM IN A SATISFACTORY MANNER WILL PRECLUDE SUCH VENDOR FROM BEING ACTIVELY CONSIDERED TO CONTRACT WITH THE TOWN OF SEYMOUR. THE VENDOR IS FURTHER ADVISED THE AFFIRMATIVE ACTION STATEMENT INCLUDED WITH THE BID DOCUMENT WILL BECOME PART OF THE CONTRACT AND THAT ANY BREACH OF SUCH STATEMENTS WILL CONSTITUTE A BREACH OF CONTRACT SUBJECT TO SUCH REMEDIES AS, PROVIDED BY LAW.

I CERTIFY THAT THERE ARE NO MISREPRESENTATIONS, OMMISSIONS OR FALSIFICATIONS IN THE FOREGOING STATEMENTS AND ANSWERS AND, THAT ALL ENTRIES ABOVE ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: _____

SIGNATURE OF AGENT: _____

TITLE: _____

SUBSCRIBED AND SWORN BEFORE ME AT CONNECTICUT,
THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC

****THIS FORM MUST BE NOTARIZED AND RETURNED.***

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder _____
2. Permanent Main Office Address _____

3. When organized? _____
4. If a corporation, where incorporated? _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
6. List a schedule of your Contracts on Hand, showing the amount of each contract and the approximate dates of completion.

7. What is the general character of work performed by your company?

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment **available for this** contract.

STATEMENT OF BIDDER'S QUALIFICATIONS

12. List your experience in construction work similar in importance to this contract.

13. What is the background and experience of the principal members of your Organization, including the officers?

14. Will you, upon request fill out a detailed financial statement and furnish any other information that may be required by the Town of East Haven?

15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town of East Haven in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____

(Name of Bidder)

BY: _____

TITLE: _____

STATE OF)
) SS:
COUNTY OF)

_____, being duly sworn deposes and says that
he is _____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires: _____

CONTRACT COMPLIANCE QUESTIONNAIRE

Bidder/Contractor	Date
-------------------	------

Address	Town/State/Zip Code
---------	---------------------

Contact Person	Title/Telephone
----------------	-----------------

If the bidder/contractor is an individual and does not employ anyone, please check here ____ and you need not complete the remainder of this Questionnaire.

Please answer the following:

1. Do you have an Affirmative Action Plan? Yes ____ No ____ . If yes, give the implementation date and a brief statement describing the success or lack of success of your Plan. _____

2. If you presently do not have an Affirmative Action Plan, do you intend to develop and implement one? Yes ____ No ____ N/A, we have an Affirmative Action Plan ____ .
If yes, what is the expected implementation date? _____
If no, explain why you do not intend to develop a Plan _____

3. Do you have an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17, inclusive, of the Regulations of Connecticut State Agencies? Yes ____ No ____
If yes, describe the success or lack of success of your apprenticeship program _____

4. If you subcontract, is it your practice to set aside a portion of the contract for legitimate minority business enterprises? Yes ____ No ____ N/A, we do not subcontract ____ .
If yes, describe your set aside program _____

5. Do you intend to utilize minority business enterprises as subcontractors for this contract (See definition for minority business enterprise in Notification to Bidders/Contractor)? Yes ____ No ____ N/A, not subcontracting ____ .

NOTE: If you are selected as a contractor and have indicated that you will be utilizing a minority business enterprise as subcontractors, you will be sent a Contractor's Minority Business Enterprise Utilization Form and an Affidavit which are to be completed after the contract has been awarded and the subcontractors have been selected.

CONTRACT COMPLIANCE QUESTIONNAIRE

Please identify any subcontractors you expect to use in conjunction with this contract, giving subcontractor's name, address, phone number, and contact person.

Contractor	Date
------------	------

Address	Town/State/Zip Code
---------	---------------------

Contact Person	Title/Telephone
----------------	-----------------

Contractor	Date
------------	------

Address	Town/State/Zip Code
---------	---------------------

Contact Person	Title/Telephone
----------------	-----------------

Contractor	Date
------------	------

Address	Town/State/Zip Code
---------	---------------------

Contact Person	Title/Telephone
----------------	-----------------

Contractor	Date
------------	------

Address	Town/State/Zip Code
---------	---------------------

Contact Person	Title/Telephone
----------------	-----------------

EEO-4

EMPLOYMENT DATA

(GOVERNMENT AND OTHER PUBLIC AGENCIES)

Employment at this establishment. Report all permanent full-time part-time employees, including apprentices and on-the-job trainees, unless specifically excluded as set forth in the instructions. Enter appropriate figures on all lines and in all columns. Blank spaces be considered zeroes.

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF B-K). A	MALES					FEMALES				
		WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN/PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) G	BLACK (NOT OF HISPANIC ORIGIN) H	HISPANIC I	ASIAN/PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K
Officers & Managers											
Professionals											
Technicians											
Protective Service Workers											
Paraprofessionals											
Office & Clerical											
Skilled Craft Workers											
Service & Maintenance											
Total											

DESCRIPTION OF JOB CATEGORIES

- A. Officials and Administrators: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments of special phases of the agency's operation, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy director, controllers, examiners, wardens, superintendents, sheriffs, police and fire chiefs, and inspectors and kindred workers.
- B. Professionals: Occupations which require specialized and theoretical knowledge which is usually required through college and training or work experience and other training, which provide comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dieticians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police or fire captains, and lieutenants and kindred workers.
- C. Technicians: Occupations which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, draftsmen, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), assessors, inspectors, police and fire sergeants, and kindred workers.
- D. Protective Service Workers: Occupations in which workers are entrusted with public safety, security, and protection from destructive forces. Includes: police patrol officer, fire fighters, guards, deputy sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.
- E. Paraprofessionals: Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.
- F. Office and Clerical: Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatcher, license distributors, payroll clerks, and kindred workers.

DESCRIPTION OF JOB CATEGORIES

- G. Skilled Craft Workers: Occupations in which workers perform jobs which require specific manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairmen, electricians, heavy equipment operators, stationary engineers, skilled machining operations, carpenters and typesetters, and kindred workers.
- H. Service-Maintenance: Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene, or safety of the general public or which contribute to the upkeep and care of buildings, facilities, or grounds or public property. Workers in this group may operate machinery. Includes: drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, construction laborers.

DEFINITIONS OF RACIAL AND ETHNIC TERMS

- A. WHITE (Not of Hispanic Origin) – All persons having origins in any of the original people of Europe, North Africa, the Middle East, or the Indian Subcontinent
- B. BLACK (Not of Hispanic Origin) – All persons having origins in any of the black racial groups.
- C. HISPANIC – All persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish culture or origin, regardless of race
- D. ASIAN OR PACIFIC ISLANDERS – All persons having origins in any of the original people of the Far East, Southeast Asia or the Pacific Islands. This includes, for example, China, Japan, Korea, Philippine Island, and Samoa.
- E. AMERICAN INDIAN OR ALASKAN NATIVE – All persons having origins in any of the original peoples of North America
- F. PHYSICALLY DISABLED – An individual having a chronic physical handicap, infirmity, or impairment, as defined in the Connecticut Statutes, Section 1-1f.

NOTIFICATION TO BIDDER/CONTRACTORS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes; and, when the awarding agency is the State, Section 71(d) of the Connecticut General statutes. There are Contract Compliance Regulations codified at Section 4-1124a-et. seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-114a and 46-a-71 (d) of the Connecticut General Statutes.

According to Section 4-114a-3(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 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets, belong to 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) Women --- (4) Asian pacific Americans and Pacific Islanders; or (5) American Indians . . .” The above definitions apply to the contract compliance requirements by virtue of Section 4-114a-1(10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidders’ qualification 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 Section 46a-68-2 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of EEO-1 data 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 4-114a-3(10) of the Contract Compliance Regulations.

Should you be selected for a contract, you will be required to provide information concerning your workforce and employment practices prior to the execution of the contract.

NOTIFICATION TO BIDDER/CONTRACTORS

****INSTRUCTION:** Bidder must sign acknowledgement below, detach along dotted line and return acknowledgement to Awarding Agency along with bid proposal.

The undersigned acknowledge receiving and reading a copy of the "Notification to Bidders/Contractors" form.

Signature:

Date:

On behalf of:

**Construction Contracts - Required Contract Provisions
(State Funded Only Contracts)**

Index

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
2. Contractor Work Force Utilization / Specific Equal Employment Opportunity
3. Contract Wage Rates
4. Americans with Disabilities Act of 1990, as Amended
5. 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)
6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
7. Executive Orders (State of CT)
8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
9. Whistleblower Provision
10. Connecticut Freedom of Information Act
 - a. Disclosure of Records
 - b. Confidential Information
11. Service of Process
12. Substitution of Securities for Retainages on State Contracts and Subcontracts
13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
14. Forum and Choice of Law
15. Summary of State Ethics Laws
16. Audit and Inspection of Plants, Places of Business and Records
17. Campaign Contribution Restriction

- 18. Tangible Personal Property
- 19. Bid Rigging and/or Fraud – Notice to Contractor
- 20. Consulting Agreement Affidavit

Index of Exhibits

- EXHIBIT A – Title VI Contractor Assurances (page 13)
- EXHIBIT B – Contractor Work Force Utilization / Equal Employment Opportunity (page 14)
- EXHIBIT C – Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 17)
- EXHIBIT D - Campaign Contribution Restriction (page 25)
- EXHIBIT E - State Wage Rates (Attached at the end)

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit A, all of which are hereby made a part of this Contract.

2. Contractor Work Force Utilization / Equal Employment Opportunity

- (a) The Contractor shall comply with the Contractor Work Force Utilization / Equal Employment Opportunity requirements attached at Exhibit B and hereby made part of this Contract, whenever a contractor or subcontractor at any tier performs construction work in excess of \$10,000. These goals shall be included in each contract and subcontract. Goal achievement is calculated for each trade using the hours worked under each trade.
- (b) Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by ConnDOT.

3. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E 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 816), 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.

4. 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.

5. 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

6. 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 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).

7. Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 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.

- (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 insure 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.

Please be aware the Nondiscrimination Certifications can be found at the Office of Policy and Management website:

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 C, and hereby made part of this Contract.

14. 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.

15. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

16. 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.

17. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) 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 expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit D.

18. 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.

19. 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.

20. Consulting Agreement Affidavit

The Contractor shall comply with Connecticut General Statutes Section 4a-81(a) and 4a-81(b), as revised. Pursuant to Public Act 11-229, after the initial submission of the form, if there is a change in

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the information contained in the form, a contractor shall submit the updated form, as applicable, either (i) not later than thirty (30) days after the effective date of such change or (ii) prior to execution of any new contract, whichever is earlier.

The Affidavit/Form may be submitted in written format or electronic format through the Department of Administrative Services (DAS) website.

EXHIBIT A**TITLE VI CONTRACTOR ASSURANCES**

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may -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 supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States

EXHIBIT B**CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY****1. Project Workforce Utilization Goals:**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. 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.

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 utilization are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the covered area, are referenced in the Appendix A below.

STATE FUNDED PROJECTS (only)**APPENDIX A
(Labor Market Goals)****LABOR MARKET AREA GOAL
Female****Minority**

Bridgeport				22.7%
1.4%				
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury				10.7%
3.8%				
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
Danielson				4.3%
1.8%				
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
Hartford				13.7%
2.1%				
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

Lower River			4.3%
1.8%			

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL

Minority

Female

New Haven			17.9%
3.1%			

Bethany	Branford	Cheshire	Clinton
East Haven	Guilford	Hamden	Killingworth
Madison	Meriden	New Haven	North Branford
North Haven	Orange	Wallingford	West Haven
Woodbridge			

New London			7.4%
3.1%			

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		

Stamford			33.2%
2.1%			

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington			4.3%
1.8%			

Canaan	Colebrook	Cornwall	Goshen
Hartland	Kent	Litchfield	Morris
Norfolk	North Canaan	Salisbury	Sharon

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Torrington

Warren

Waterbury
1.6%

12.4%

Bethlehem
Southbury
Wolcott

Middlebury
Thomaston
Woodbury

Naugatuck
Waterbury

Prospect
Watertown

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 insure 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 notifications 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.
 - (2) 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.
 - (3) Effect of Termination
 - (A) Except as provided in (l)(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.

(4) 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.

(5) 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.

(6) 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.

(7) 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

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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.

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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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EXHIBIT E

(state wages will be inserted here)

THIS AGREEMENT, made this _____ day of _____ 2021, by and between **Town of East Haven**, a municipal corporation in the State of Connecticut (hereinafter called the "Owner") and _____ doing business as a (an individual), or (a partnership), or (a Corporation) (hereinafter called the "Contractor") organized and existing under the laws of the State of Connecticut.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The Contractor will commence the construction of the **West End Sidewalk Improvements-Phase IV – Main Street East Haven, CT**, State of Connecticut LOTCIP Project No. **L043-0003** within 15 consecutive calendar days of receipt of the Notice to Proceed and will complete the work within **120** consecutive calendar days of receipt of the Notice to Proceed.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor agrees to perform all of the Work described in the Contract Documents for the sum arrived at by multiplying the Unit Prices of the respective items in the Bid Schedule by the total quantities of the items completed and accepted, subject to additions and deductions as provided in the General Conditions.
4. The term "Contract Documents" means and includes the following:
Solicitation of Bids
Information for Bidders
Proposal
Agreement
General Conditions
Supplemental Conditions

Town Specifications
Special Provisions
Contract Drawings

Addenda as herein enumerated:

No._____, dated_____, 20__

No._____, dated_____, 20__

No._____, dated_____, 20__

5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents but in no event will the amount exceed the Base Bid amount of and except as adjusted by Change Order.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, 4 copies of this Agreement, each of which shall be deemed an original on the date first above written.

CONTRACTOR

BY _____(L.S.)

(SEAL)

NAME _____

ATTEST:

TITLE _____

TOWN OF EAST HAVEN

(SEAL)

BY: _____

ATTEST

MAYOR

DATE _____

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.

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

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>			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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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
as Principal, hereinafter called Contractor , and _____

_____ as Surety, hereinafter called Surety, are held and firmly bound unto the Town of East Haven as Obligee, hereinafter called the Owner, in the amount of

_____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with the Owner for Construction of **West End Sidewalk Improvements Phase IV – Main Street East Haven, CT**, State of Connecticut LOTCIP Project No. **L0043-0003**, which contract with all its terms, covenants, conditions and stipulations is incorporated herein to form a part hereof as fully as if said contract was recited at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, of the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor and the Surety, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

PERFORMANCE BOND

WHENEVER Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, by another contractor acceptable to the Owner, said other contractor to act as an agent of the Surety, or

2. Obtain a bid or bids for submission to the Owner for Completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progress (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and demands for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term, "balance of the contract price" as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to Contractor.

SIGNED AND SEALED this _____ day of _____, A.D., 20_____

IN THE PRESENCE OF

(Principal) (Seal)

(Title)

(Surety) (Seal)

By: _____
(Attorney-in-Fact)

Attest: _____

BOND NO. _____

LABOR AND MATERIALS (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ of the Town of _____, County of _____, and state of Connecticut; as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the **Town of East Haven**, hereinafter called OWNER in the sum of:

_____ (\$ _____) in Lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, A.D., 20____, a copy of which is hereto attached and made a part hereof for the construction of:

**West End Sidewalk Improvements- Phase IV – Main Street, East Haven, CT,
State of Connecticut LOTCIP Project No. L043-0003**

NOW THEREFORE, if the Principal shall promptly make payment to persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

LABOR AND MATERIALS (PAYMENT) BOND

IN WITNESS WHEREOF, WE HAVE SET our hands and seals this_____ day
of _____ A.D., 20_____.

_____(L.S.)
Witness Principal

_____(L.S.)
Witness Surety

_____ By: _____(L.S.)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership,
all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury
Department's most current list (Circular 570 as amended) and be authorized to transact
business in the State of Connecticut.

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION:

West End Sidewalk Improvements Phase IV East Haven – Main Street, CT

State of Connecticut LOTCIP Project No. L0043-0003

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your Bid has been accepted.

You are required by the Information for Bidders to furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of receipt of this Notice to you.

If you fail to furnish said bonds within ten days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this day of , 2021

Town of East Haven

By _____

Joseph Carfora, Mayor

NOTICE TO PROCEED

TO:

Date:

Project:

**West End Sidewalk Improvements - Phase IV – Main Street East Haven, CT
State of Connecticut LOTCIP Project No. L043-0003**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within **120** consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, this date shall be adjusted by winter shut down.

By James Galligan
Title Nafis & Young Engineers, Inc.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged by _____
_____, this the _____
_____ day of _____, 2021

By: _____

Date: _____

TOWN OF EAST HAVEN **GENERAL CONDITIONS**

The general rules and conditions outlined below apply to all purchases authorized by The Town of East Haven "The Town". The conditions outlined become a formal part of each invitation to bid unless otherwise specified. All bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

The terms and conditions outlined in the invitation to bid become part of the formal contract following award, unless specified otherwise.

CONDITIONS OF BIDDING

1. **PROPOSAL FORMS**: The bidder shall maintain one (1) copy for his files and submit the original signed copy in the envelope provided. Failure to do so will disqualify bid.

2. **LATE BIDS**: Formal bids, addendum's to bids or requests to withdraw a bid received after the date and time specified for opening will not be considered.

3. **WITHDRAWAL OF BIDS**: Bids may be withdrawn by written authorization only, and if withdrawal request is received prior to specified time of opening.

4. **MAILING OF BIDS**: All bids are to be mailed in an envelope marked with the title of Bid and Bid Opening date and time. Vendors are encouraged to allow sufficient time for mailing of bids. The Town of East Haven assumes no responsibility for postal delays.

Any addendum to a bid will be mailed out to all interested bidders, certified mail, return receipt.

5. **OPENING OF BIDS**: The bids will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend bid openings. Bid openings will be listed by vendor name, address and bid amount only. Bid tabulation will be done at a separate time following bid opening and will be available to interested vendors at a later time.

6. **BID COMPLETION**: All information required by the invitation must be complete to constitute proper bid. Failure to do so will result in disqualifying the bid.

7. The Town of East Haven reserves the right to reject all bids, or any part of a bid or to waive defects in bids if in the best interest of the Town.

8. All formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date, unless otherwise specified. The bidder may agree to an extension at the request of the Town. All extensions are to be authorized by addendum.

9. **PAYMENT TERMS**: Prepayment discounts for early payment are preferred. All others to be Net 30 d Says unless otherwise specified.

10. **BIDS FOR ALL OR PART**: Bidders may restrict their bid to consideration in the aggregate by so stating but should include a unit price on each item bid upon. Any bid in which the bidder names a total price for all articles without quoting a unit price may be rejected at the option of the Town.

11. **ERROR IN BIDS**: Any mistake in a bid which, is obviously a clerical error such as a price extension, decimal point error or FOB terms may be corrected by the Town, following bidder verification. Clerical errors detected at the bid opening will be corrected and initialed by the Town, vendor and a witness if present. If an error exists in the extension of prices, the unit price shall prevail.

12. **RESPONSE TO INVITATIONS**: In the event you are unable to bid on our requirements as specified, in the invitation to bid, forward a letter to the Town indicating your intention not to bid and a brief explanation as to why you are unable to bid.

13. **MULTIPLE BIDS**: No bidder will be allowed to offer more than one bid price on each item, although alternate models or styles may meet specifications. Alternates will be considered only if requested in the original bid package. Any alternate not specified will be rebid if in the best interest of the Town. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Town.

14. **TAXES:** The Town of East Haven is exempt from all State and Local taxes.

15. EQUIPMENT SPECIFICATION AND/OR

DESCRIPTIONS: Each bidder shall submit, when requested by the Purchasing Agent, catalogs, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work he proposes to furnish.

16. BID BOND, CERTIFIED CHECK, OR CASHIER'S

CHECK: When required each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to the East Haven, Connecticut. The amount of the bid deposit will be 10% of the total base bid unless otherwise specified.

17. **PERFORMANCE BOND:** If required by the bid specifications, the successful bidder must supply a performance bond for the full amount of the estimated total bid. The performance bond shall be made out in favor of the Town of East Haven. The performance bond will be required as security by the successful bidder for faithful performance of his contract. This performance bond will be required within 10 days of the award notification. The performance bond must be written by a surety company licensed to transact business in the State of Connecticut. The successful bidder upon failure or refusal to furnish within 10 days the required performance bond, shall forfeit to the Town of East Haven as liquidated damages their bid deposit.

18. **SAMPLES:** When samples are required from bidders receiving the award, the samples may be retained by the Town of East Haven until the delivery of contracted items.

Bidders whose samples are retained may pick them up after delivery is accepted. Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples is to be the responsibility of the bidder.

All samples are to be marked samples and delivered to the Town. The package must indicate the name of the bidder, item enclosed, and bid number. Failure to adequately identify samples as indicated may be considered sufficient reason for rejection of the bid.

SPECIFICATIONS

19. **TRADE NAMES:** In cases where an item is identified by a manufacturer's name, trade

name, catalog number or reference it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is specified.

The reference to the above catalog is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory.

Bids on other makes will be considered provided the bidder clearly states what is proposed in the space marked exceptions on the bid proposal sheet. Equipment specification sheets or other descriptive information will be required on all exceptions.

The Town reserves the right to approve as an equal or to reject as not being equal any article the bidder proposes to furnish which contains, major or minor variations from the specification requirements.

If no particular brand, model or make is specified, the successful contractor may be required to submit working drawings or descriptive data to enable the Town to judge if all requirements of the specifications are being met.

20. The bidder shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part of the specification or drawings whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, ASTM regulations, or similar expressions. These shall be considered to be the minimum requirements of the specifications. Any deviations from specifications must be noted in writing at the time of submission of the formal bid. The absence of written deviations will hold the bidder strictly accountable to the Town of East Haven to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

21. The contract will be awarded to the lowest responsible bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of East Haven to accept it. The Town reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Town. The Town also reserves the right to reject the bid

of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder who on investigation shows he is not in a position to perform the contract.

In determining responsibility the following qualifications in addition to price will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the bidder to perform the required services.
- b. The ability of the bidder to perform the contract or provide the service promptly within the time specified.
- c. The character, integrity, reputation, judgment and experience of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the material and/or equipment.
- i. Award by item, or part thereof, groups of items or parts thereof, or all items of the bid.
- j. Prepayment discounts for early payment will be taken into consideration when making award.

22. **NOTICE OF ACCEPTANCE:** All bidders will be notified of the award in writing within a reasonable time from the date of the bid opening. The successful bidder will also be notified.

23. **TIE BIDS:** If two or more bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots in public.

24. **SPECIFIC BID QUANTITIES:** Where quantities are stated specifically, acceptance of the bid will bind the Town to order only those quantities specified, and to pay for at contract prices all

such supplies or services delivered that meet specifications and conditions of the contract. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.

"AS REQUIRED" BID QUANTITIES: On "as required" bids, acceptance will bind the Town to pay for at unit prices only quantities ordered and delivered.

CONTRACT PROVISIONS

25. **GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of the Town are due to faulty design and installation, workmanship or materials, upon ratification, the contractor, at his expense shall repair the defect or replace the item.

26. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The Town's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

27. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding to the Town unless made in writing and signed by the Town.

28. **INSURANCE REQUIREMENT:** Refer to State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges Facilities and Incidental Construction Form 817 section 1.03.

29. **TERMINATION OF CONTRACT:** Contracts will remain in force for full periods specified, and until all articles ordered before the termination have been delivered and accepted, unless:

- a. There have been satisfactory deliveries prior to expiration date.
- b. An extension has been authorized by the Town, and accepted by the contractor, to obtain unordered balances or additional quantities at contract prices and in accordance with contract terms.

c. **SUBLETTING OF CONTRACT:** Contractor shall not assign, transfer, sublet or otherwise dispose of his contract, or his right, title or interest therein, or his powers to execute such contract to any other person, firm or corporation, without the previous written consent of the Town. In no case shall such consent relieve the contractor from his obligations under the contract, nor shall consent change the terms of the contract. If the contractor assigns, transfers, conveys, sublets or otherwise disposes of his contract or his right, title or interest therein, without obtaining prior written consent from the Town, the Town may cancel the contract in whole or in part.

d. **DEFAULT:** The contract may be cancelled or annulled by the Town in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may then be made to next lowest responsible bidder, or, articles specified may then be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the Town for costs to the Town in excess of the defaulted contract prices: Provided, that the contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall also constitute contract default.

e. **DELIVERY FAILURES:** Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Town, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Town, shall constitute contract default and authorize the Town to purchase in the open market articles of comparable grade to replace articles rejected or not delivered. On all such purchases, the contractor shall reimburse the Town, within a reasonable time as specified by the Town, for any expenses incurred in excess of contract prices or the Town may deduct such amount from monies owed the defaulting contractor. Such substitute purchases shall be

deducted from contract quantities. Should public necessity demand it, the town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

f. **NON-LIABILITY:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or b any other circumstances which, in the Town's opinion, is beyond the control of the contractor. Under such circumstances, however, the Town may, in his discretion, cancel the contract.

g. **NON-DISCRIMINATION:** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity – Non- Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1886, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Executive Order Numbers 3, 9, 11 and 17, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a) (d)), Public

Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a- 80), definition of blind (46a-51 (l)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51 (13)), cooperation with the Commission on Human Rights and opportunities (46a-77), Sexual Harassment (46a- 60 (a) -8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act of 1972.

30. STANDARD SPECIFICATIONS shall mean the State of Connecticut, Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 817 and Supplements thereto dated January 2019 latest revision"
31. WAGE RATES: The attached State of Connecticut wage rates shall apply to all work on this project.

Heavy Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	Derby	Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$35.53	25.30 + a
New Haven	Derby	**NOTE: SEE BELOW		
New Haven	Derby	----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----		
New Haven	Derby	20) Lineman, Cable Splicer, Technician	\$48.19	6.5% + 22.00
New Haven	Derby	21) Heavy Equipment Operator	\$42.26	6.5% + 19.88
New Haven	Derby	22) Equipment Operator, Tractor Trailer Driver, Material Men	\$40.96	6.5% + 19.21
New Haven	Derby	23) Driver Groundmen	\$26.50	6.5% + 9.00
New Haven	Derby	23a) Truck Driver	\$40.96	6.5% + 17.76
New Haven	Derby	----LINE CONSTRUCTION----		
New Haven	Derby	24) Driver Groundmen	\$30.92	6.5% + 9.70
New Haven	Derby	25) Groundmen	\$22.67	6.5% + 6.20
New Haven	Derby	26) Heavy Equipment Operators	\$37.10	6.5% + 10.70
New Haven	Derby	27) Linemen, Cable Splicers, Dynamite Men	\$41.22	6.5% + 12.20
New Haven	Derby	28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$35.04	6.5% + 10.45
New Haven	East Haven	1) Boilermaker	\$33.79	34% + 8.96
New Haven	East Haven	1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$35.72	33.16
New Haven	East Haven	2) Carpenters, Piledrivermen	\$34.53	25.64
New Haven	East Haven	2a) Diver Tenders	\$34.53	25.64
New Haven	East Haven	3) Divers	\$42.99	25.64
New Haven	East Haven	03a) Millwrights	\$34.94	26.19

Heavy Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	East Haven	4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$52.25	22.55
New Haven	East Haven	4a) Painters: Brush and Roller	\$35.62	22.55
New Haven	East Haven	4b) Painters: Spray Only	\$38.62	22.55
New Haven	East Haven	4c) Painters: Steel Only	\$37.62	22.55
New Haven	East Haven	4d) Painters: Blast and Spray	\$38.62	22.55
New Haven	East Haven	4e) Painters: Tanks, Tower and Swing	\$37.62	22.55
New Haven	East Haven	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)	\$39.00	29.91+3% of gross wage
New Haven	East Haven	6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$36.67	37.62 + a
New Haven	East Haven	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)	\$44.63	32.95
New Haven	East Haven	----LABORERS----		
New Haven	East Haven	8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	\$31.00	22.15
New Haven	East Haven	9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	\$31.25	22.15
New Haven	East Haven	10) Group 3: Pipelayers	\$31.50	22.15
New Haven	East Haven	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	\$31.50	22.15
New Haven	East Haven	12) Group 5: Toxic waste removal (non-mechanical systems)	\$33.00	22.15
New Haven	East Haven	13) Group 6: Blasters	\$32.75	22.15
New Haven	East Haven	Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	\$32.00	22.15
New Haven	East Haven	Group 8: Traffic control signalmen	\$18.00	22.15
New Haven	East Haven	Group 9: Hydraulic Drills	\$29.30	18.90

Heavy Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	East Haven	----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
New Haven	East Haven	13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	\$33.23	22.15 + a
New Haven	East Haven	13b) Brakemen, Trackmen	\$32.26	22.15 + a
New Haven	East Haven	----CLEANING, CONCRETE AND CAULKING TUNNEL.----		
New Haven	East Haven	14) Concrete Workers, Form Movers, and Strippers	\$32.26	22.15 + a
New Haven	East Haven	15) Form Erectors	\$32.59	22.15 + a
New Haven	East Haven	----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR.----		
New Haven	East Haven	16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	\$32.26	22.15 + a
New Haven	East Haven	17) Laborers Topside, Cage Tenders, Bellman	\$32.15	22.15 + a
New Haven	East Haven	18) Miners	\$33.23	22.15 + a
New Haven	East Haven	----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: -		
New Haven	East Haven	18a) Blaster	\$39.72	22.15 + a
New Haven	East Haven	19) Brakemen, Trackmen, GROUTMAN, Laborers, Outside Lock Tender, Gauge Tenders	\$39.52	22.15 + a
New Haven	East Haven	20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$37.54	22.15 + a
New Haven	East Haven	21) Mucking Machine Operator	\$40.31	22.15 + a
New Haven	East Haven	----TRUCK DRIVERS----(*see note below)		
New Haven	East Haven	Two axle trucks	\$29.86	25.79 + a
New Haven	East Haven	Three axle trucks; two axle ready mix	\$29.97	25.79 + a
New Haven	East Haven	Three axle ready mix	\$30.03	25.79 + a
New Haven	East Haven	Four axle trucks, heavy duty trailer (up to 40 tons)	\$30.08	25.79 + a

As of: July 1, 2020

Heavy Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	East Haven	Four axle ready-mix	\$30.13	25.79 + a
New Haven	East Haven	Heavy duty trailer (40 tons and over)	\$30.35	25.79 + a
New Haven	East Haven	Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids) ----POWER EQUIPMENT OPERATORS----	\$30.13	25.79 + a
New Haven	East Haven	Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	\$42.45	25.30 + a
New Haven	East Haven	Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	\$42.11	25.30 + a
New Haven	East Haven	Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity); 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)	\$41.32	25.30 + a
New Haven	East Haven	Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	\$40.91	25.30 + a
New Haven	East Haven	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	\$40.28	25.30 + a
New Haven	East Haven	Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$40.28	25.30 + a
New Haven	East Haven	Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$39.95	25.30 + a
New Haven	East Haven	Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	\$39.59	25.30 + a
New Haven	East Haven	Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	\$39.17	25.30 + a
New Haven	East Haven	Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift,	\$38.71	25.30 + a

Heavy Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
		Power Chipper; Landscape Equipment (including hydroseeder).		
New Haven	East Haven	Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	\$36.54	25.30 + a
New Haven	East Haven	Group 11: Conveyor, Earth Roller, Power Pavement Breaker (Whiphammer), Robot Demolition Equipment.	\$36.54	25.30 + a
New Haven	East Haven	Group 12: Wellpoint Operator.	\$36.48	25.30 + a
New Haven	East Haven	Group 13: Compressor Battery Operator.	\$35.86	25.30 + a
New Haven	East Haven	Group 14: Elevator Operator, Tow Motor Operator (Solid Tire No Rough Terrain).	\$34.66	25.30 + a
New Haven	East Haven	Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$34.23	25.30 + a
New Haven	East Haven	Group 16: Maintenance Engineer/Oiler	\$33.54	25.30 + a
New Haven	East Haven	Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$38.11	25.30 + a
New Haven	East Haven	Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$35.53	25.30 + a
New Haven	East Haven	**NOTE: SEE BELOW		
New Haven	East Haven	----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----		
New Haven	East Haven	20) Lineman, Cable Splicer, Technician	\$48.19	6.5% + 22.00
New Haven	East Haven	21) Heavy Equipment Operator	\$42.26	6.5% + 19.88
New Haven	East Haven	22) Equipment Operator, Tractor Trailer Driver, Material Men	\$40.96	6.5% + 19.21
New Haven	East Haven	23) Driver Groundmen	\$26.50	6.5% + 9.00
New Haven	East Haven	23a) Truck Driver	\$40.96	6.5% + 17.76
New Haven	East Haven	----LINE CONSTRUCTION----		
New Haven	East Haven	24) Driver Groundmen	\$30.92	6.5% + 9.70
New Haven	East Haven	25) Groundmen	\$22.67	6.5% + 6.20

Heavy Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	East Haven	26) Heavy Equipment Operators	\$37.10	6.5% + 10.70
New Haven	East Haven	27) Linemen, Cable Splicers, Dynamite Men	\$41.22	6.5% + 12.20
New Haven	East Haven	28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$35.04	6.5% + 10.45
New Haven	Guilford	1) Boilermaker	\$33.79	34% + 8.96
New Haven	Guilford	1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$35.72	33.16
New Haven	Guilford	2) Carpenters, Piledrivermen	\$34.53	25.64
New Haven	Guilford	2a) Diver Tenders	\$34.53	25.64
New Haven	Guilford	3) Divers	\$42.99	25.64
New Haven	Guilford	03a) Millwrights	\$34.94	26.19
New Haven	Guilford	4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$52.25	22.55
New Haven	Guilford	4a) Painters: Brush and Roller	\$35.62	22.55
New Haven	Guilford	4b) Painters: Spray Only	\$38.62	22.55
New Haven	Guilford	4c) Painters: Steel Only	\$37.62	22.55
New Haven	Guilford	4d) Painters: Blast and Spray	\$38.62	22.55
New Haven	Guilford	4e) Painters: Tanks, Tower and Swing	\$37.62	22.55
New Haven	Guilford	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)	\$39.00	29.91+3% of gross wage
New Haven	Guilford	6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$36.67	37.62 + a
New Haven	Guilford	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)	\$44.63	32.95
New Haven	Guilford	LABORERS-----		
New Haven	Guilford	8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	\$31.00	22.15

00600 SUPPLEMENTAL CONDITIONS

The following supplemental conditions shall modify, delete and/or add to the General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

1. PROJECT SITE

- A. **Main Street, East Haven, CT. between 462 Main Street and 525 Main Street.**

2. WORK TO BE DONE

The Contractor is to do all work required by the Contract Drawings, Special Provisions and as specified in the CTDOT Standard Specification Form 817, and Supplements thereto dated January 2019. The work includes The project “West End Sidewalk Improvements, Phase IV – Main Street” State of Connecticut LOTCIP Project No. **L0043-0003** is located on the West end of Main Street between 462 Main Street and 525 Main Street, East Haven, Connecticut. Sidewalks will be replaced and made ADA compliant including ramps and curb cuts where needed to allow for handicap access and an overall safe travel route for all pedestrians. **See “Roadway Lighting Plan” Sheet E1-E8 for Electric Utility and Contractor responsibilities. All Contractor responsibilities shall be included in the Lump Sum Bid for “Electrical Lighting and Equipment Wiring Installation”**

3. ABBREVIATIONS

- A. Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite thereof:

1.	AASHO	American Association of State Highway Officials
2.	AASHTO	American Association of State Highway and Transportation Officials
3.	AGA	American Gas Association
4.	AGMA	American Gear Manufacturers Association
5.	AIEE(IEEE)	American Institute of Electrical Engineers (Institute of Electrical and Electronics Engineers, Inc.)
6.	AISC	American Institute of Steel Construction
7.	ANSI	American National Standard Institute
8.	API	American Petroleum Institute

00600 SUPPLEMENTAL CONDITIONS

9.	ASA	United States of American Standards Institute (formerly American Standards Association)
10.	ASCE	American Society of Civil Engineers
11.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
12.	ASME	American Society of Mechanical Engineers
13.	ASTM	American Society for Testing and Materials
14.	AWWA	American Water Works Association
15.	CS	Commercial Standard
16.	FS	Federal Specifications issued by the Federal Supply Service of the General Services Administration, Washington, D.C.
17.	IBRM	Institute of Boiler and Radiator Manufacturers
18.	NBS	National Bureau of Standards
19.	NEC	National Electrical Code, latest edition
20.	NEMA	National Electrical Manufacturer's Association
21.	NFPA	National Fire Protection Association
22.	NPT	National Pipe Thread
23.	USS GAGE	United States Standard Gage
24.	USWG	U.S. Steel Wire, Washburn and Moen, American Steel and Wire Cos., or Roebling Gage

4. TIME FOR COMMENCEMENT AND COMPLETION

- A. The Contractor shall commence the work stipulated under this Contract within ten (10) consecutive calendar days from the date of written notice to proceed as issued by the Owner. No work is to be performed by the Contractor until such notification has been issued. Thereafter, it shall notify the Owner and the Engineer in writing forty-eight (48) hours in advance of the date it intends to actually begin work – the Contractor shall fully complete all work stipulated under this contract within 120 consecutive calendar days.
- B. The date for completion will be calculated from a date ten (10) days following the date of the Owner's written notice to proceed.

00600 SUPPLEMENTAL CONDITIONS

5. LIQUIDATED DAMAGES

- A. In accordance with the Contract General Conditions, the Contractor and its Sureties shall be liable for and shall pay to the Owner the sum of \$1,100.00 as fixed agreed and liquidated damages for each calendar day of delay from the date of completion specified in these Supplemental Conditions.
- B. All costs of Engineering field work and Inspection between the completion date specified and the actual completion of the Contract, regardless of whether or not an extension of time may be approved, shall be paid for by the Contractor to the Owner.

6. DELAY DUE TO MATERIAL DELIVERY

- A. The Contractor shall be responsible for securing delivery of material on schedule. No change in suppliers will be allowed to facilitate delivery once a specific supplier has been established in accordance with the "Instructions to Bidders" and the "General Requirements". Should a delay occur, no extension of time will be granted the Contractor and should it fail to complete within the specified time limit, the Contractor shall be governed by the "Liquidated Damages" section of this Contract.

7. PAYMENT OF WAGES

- A. Pursuant to General Statutes Section 31-53 of the State of Connecticut the following provision is hereby made part of these Contract Documents.
- B. The wages paid on any hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each employee to any employee welfare fund, as defined in Section 31-53 of the General Statutes, shall be at a rate equal to the rate (of wages) customary of prevailing for the same trade or occupation in the town in which such public works are being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees welfare fund shall pay to each employee as a part of his/her wages the amount of payment of contribution for his/her classification on each pay day.
- C. Attached is a copy of the minimum wage rate schedule issued by the State of Connecticut Labor Department. Said wage rate schedule shall be posted at a conspicuous location on the project site.
- D. The Contractor is cautioned that wage rates are continually changing and it shall insure itself that the enclosed schedules are the latest issue, this being its responsibility.

00600 SUPPLEMENTAL CONDITIONS

8. REQUIREMENTS FOR TIMELY PAYMENTS

A. The Contractor is advised of the provisions of Section 49-41a of the General Statutes of the State of Connecticut, Revision of which is quoted as follows:

1. Section 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to its subcontractors.

(a) when any public work is awarded by a contract for which a payment is required by Section 49-41, the contract for the public work shall contain the following provisions:

(1) A requirement that the general contractor, within forty-five (45) days after payment to the contractor by the State or a municipality, payment shall be made any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by a contractor and paid by the State or a municipality;

(2) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors whether for labor performed or for materials furnished, when the labor or materials have been included in a requisition submitted by a contractor and paid by the State of municipality;

(3) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractor whether for labor performed or materials furnished, within twenty days after such subcontractor receives a payment from the general contractors which encompasses labor or materials furnished by such subcontractor.

(b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth its claim against the general contractor and the subcontractor of a subcontractor shall set forth it claim against the subcontractor through notice by registered or certified mail. Ten days after receipt of the notice, the general contractor shall by liable to the subcontractor, and the subcontractor shall be liable to the subcontractor, for interest, on the amount due and owing at the rate of one per cent per month.

In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor upon written demand of its

00600 SUPPLEMENTAL CONDITIONS

subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of its employment. In the event that such general contractor or subcontractor refused to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.

- B. No payment may be withheld from a subcontractor for work performed because of a dispute between the general Contractor and another contractor or subcontractor.
- C. This section shall not be construed to prohibit progress payments prior to final payment of the Contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general Contractor or with some other subcontractor on the work.

9. LISTING OF OPENINGS WITH STATE EMPLOYMENT SERVICE

- A. This Contract is executed subject to the Governor's Executive Order No. 17, a copy of which is attached hereto and is hereby made a part of this Agreement. Governor's Executive Order No. 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the Office of the Connecticut State Employment Service in the area which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform with the requirements of the Governor's Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto, shall be a basis for termination of this Agreement.

10. RESIDENTS PREFERENCE IN WORK

- A. The Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, part of which is quoted as follows:
 - 1. "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."

00600 SUPPLEMENTAL CONDITIONS

11. SERVICES OF PROCESS

- A. The successful bidder, 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/her successors in office, as agents for service or 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.

12. SALES AND USE TAX

- A. The Contractor's attention is called to Regulation 18 as amended promulgated by the Sales and use Tax Division of the State Tax Department, which provides for the Exemption of the sales and use tax on the purchase of such materials and supplies as are to be physically incorporated in and become a permanent part of the project being performed under this Contract. The Contractor or subcontractor shall furnish its suppliers with a complete certificate in the following prescribed form.

00600 SUPPLEMENTAL CONDITIONS

* * * * *

CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE

**West End Sidewalk Improvements Phase IV – Main Street
State of Connecticut LOTCIP Project No. L043-0003
East Haven, CT**

I hereby certify under the penalties of perjury that I am engaged in the performance of a construction contract on a project for the following named exempt agency or organization.

**TOWN OF EAST HAVEN
250 Main Street
East Haven, CT 06512**

That such agency is to the best of my knowledge and belief, exempt from the Education, Welfare and Public Health Tax (Sale Use Tax) because it is a City, in accordance with Regulation 18 of the Sale and Use Tax Division of the State Tax Department.

That this Certificate is issued to cover all purchases of material and supplies to be physically incorporated in and become a permanent part of the project referred to above.

Permit No. _____	(Signed) _____
Print # or "none"	Written Signature of Contractor
Date _____	_____
	Name of Firm
Place _____	_____
Address	

* * * * *

(Copy of this Certificate shall be reproduced by the Contractor)

- B. The Contractor may avail itself of the saving of this tax and shall take this exemption into account in calculating its bid for this work.

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13. INSURANCE

Refer to State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges Facilities and Incidental Construction Form 817 section 1.03

14. DISPUTES AND ARBITRATION

A. Article 16 of the General Conditions shall be superseded by the following:

1. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, may be settled by arbitration if and only if both the Contractor and the Owner agree in writing thereto. All arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
2. Any disputes arising under this Contract or its interpretation which involve law or fact or both, or extra work, and/or alleged breach or contract, shall within ten (10) days be presented in writing with the amount and particulars set forth to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.
3. The Contractor shall submit in detail its claim and its proof thereof. Each decision by the governing body of the Owner will be in writing and will be amended to the Contractor by registered mail, return receipt requested.
4. If the Contractor does not agree with any decision of the Owner, it shall in no case allow the dispute to delay the work, but shall notify the Owner promptly that it is proceeding with the work under protest.

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15. CONSTRUCTION SAFETY AND HEALTH STANDARDS

- A. It is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations part 1518-published in the Federal Register on April 17, 1971), promulgated by the United States Secretary of Labor, in accordance with section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

16. TERMINATION

- A. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by either party to fulfill its obligations under this sub agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
- B. This Contract may be terminated in whole or in part in writing by the Municipality for its convenience provided that the Contractor is given not less than ten (10) calendar days notice delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the Municipality prior to termination.
- C. If termination for default is affected by the Municipality an equitable adjustment in the price provided for in this Contract shall be made by no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the Municipality because of the contractor's default. If termination for default is affected by the contractor, or if termination for convenience is affected by the Municipality, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment of any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonable incurred by the Contractor relating to commitments which had become firm prior to the termination.
- D. Upon receipt of a termination action pursuant to 16.A or 16.B above, the Contractor shall promptly discontinue all services affected (unless the notice

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directs otherwise) and deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process.

- E. Upon termination under 16.A or 16.B of this clause the Municipality may take over the work and may award another party contract to complete the work under this contract.
- F. If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Municipality. In such event, adjustment of the price provided for in this Contract shall be made as provided in 16.C of this clause.

17. SUBSTITUTION OF SECURITIES FOR RETAINAGES

Not required under this Contract.

18. MAXIMUM RETAINAGES ALLOWED

- A. Section 49-41b of the General Statutes of the State of Connecticut.

Release of payments on public works construction projects. When any public work is awarded by a contract for which a payment bond is required by Section 49-41 and such contract contains a provision requiring the general or prime contractor under such a contract to furnish a performance bond in the full amount of the contract price, the awarding authority shall be prohibited from withholding more than five percent from any periodic or final payment which is otherwise properly due to the general or prime contractor under the terms of such contract and any such general or prime contractor shall be prohibited from withholding more than five percent from any periodic or final payment which is otherwise due any subcontractor.

19. SUBSURFACE INVESTIGATION

- A. No subsurface investigations have been made in the project areas by the Owner. The Contractor shall make his own investigations as he deems necessary and prepare its lump sum bid prices accordingly.
- B. The Contract shall, on the basis of its own independent investigation, satisfy himself to the actual subsurface conditions and furthermore, by submitting its bid, the Contractor attests to the fact that it has made the required independent subsurface investigations and has prepared its proposal on the basis of that information.

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- C. The Contractor also acknowledges that it assumes all risk contingent on the nature of the subsurface conditions to be actually encountered by him in performing the work covered by the Contract, even though such actual conditions may result in the Contractor performing more or less work than it originally anticipated.

20. WORKING HOURS

- A. Work under this Contract, other than maintenance work, shall be in accordance with Section 1.08 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges Facilities and Incidental Construction Form 817.
- B. The payroll cost above straight time hourly rates for the Engineer's overtime work on Saturday, Sundays or State Holidays or between the hours of 5:00 p.m. and 8:00 a.m. or other overtime shall be paid by the Contractor. Said monies shall be deducted from monthly requisitions due to the Contractor.

21. ACCESS TO SITE

- A. As authorized by Article 13.2 of the General Conditions the authorized representatives and agents of the Connecticut Department of Environmental Protection and Department of Labor shall be permitted access to the site at all time to inspect all work, materials, payrolls, records of personnel, invoices for materials, and other relevant data and records.

22. AUTHORITY AND DUTIES OF RESIDENT PROJECT REPRESENTATIVES (RPR'S)

- A. Project RPR's will be authorized to review equipment and materials which are to be used in the project and which may be incorporated into the work, and the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the RPR's as to materials furnished or the manner of performing the work, the RPR's will have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Engineer.
- B. The RPR will not be authorized to revoke, alter, enlarge, relax or release any requirements of these Specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the plans and Specifications. The RPR shall in no case act as foreman or perform other duties for the Contractor, or interfere with management of the work by the latter. Any advice which the RPR may give the Contractor shall in no way be construed

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as binding the Engineer nor the Owner in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

23. CONTRACT DOCUMENTS AND DRAWINGS

- A. The Owner will furnish the contractor without charge six (6) copies of the Contract Documents, including Technical specifications and drawings. Additional copies requested by the Contractor will be furnished at cost. The Contractor shall keep at the site of the work at all times TWO COMPLETE SETS of the Contract Drawings and Specifications, and all further drawings or instructions issued covering the work under the Contract for its own use and that of the Engineer and Owner or their authorized representatives. ALL ADDITIONS OR CHANGES AS THEY OCCUR ARE TO BE RECORDED IMMEDIATELY THEREON, BY THE CONTRACTOR, SUCH DRAWINGS SHALL BE RETURNED TO THE ENGINEER UPON COMPLETION OF THE WORK.

24. SUPERINTENDENCE AND WORKMEN

- A. The employment of a competent superintendent, foreman, and experienced mechanics and laborers and other skilled in the particular duties entrusted to them will be required. When requested, the Contractor shall furnish to the Engineer the qualifications of the superintendent, foreman, or any other individual in charge of important functions connected with the project.
- B. Whenever the Engineer informs the Contractor or its representative in charge that any man on the work is incompetent or disorderly, or is working contrary to the Specifications or the instructions of the Engineer, or that the Engineer knows that the man has been incompetent or disorderly on this or any previous work, or is objectionable, that man shall thereupon be immediately dismissed from the job and shall not be used for employment on any work connected with the Contract.
- C. If requested, the Contractor shall deliver to the Engineer each week a record of the numbers and classifications of men employed upon the work each day of the previous week.
- D. The Contractor shall not permit the use of illegal drugs or intoxicating liquors on or about the project nor shall it permit anyone suffering from the effects thereof to remain on the work.

25. MUTUAL RESPONSIBILITY OF CONTRACTORS

- A. If through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor, if such other Contractor or

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subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor, who shall defend at its own expense any suit based upon such claim, and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

26. WAIVER

- A. Neither the inspection by the Owner or Engineer or any of their employees, nor any order, measurement or certificate by the Engineer, nor any payment for, or acceptance of the whole or part of the work by the Engineer or the Owner, nor any extension of time, nor any possession taken by the Owner or its employees shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner, or any right to damages herein provided; nor shall any waiver of any other or subsequent breach. Any remedy provided in the Contract shall be construed as cumulative, that is, in addition to each and every other remedy herein provided.

27. PROCEDURE IN CONSTRUCTION

- A. The Contractor shall start work and carry it on at such point or points and in such order or precedence and at times and seasons as may be determined by the Engineer and shall complete the various parts of the work in accordance with the schedule approved by the Engineer.
- B. A complete organization, equipment and ample materials shall be on hand before actual work commences. In carrying on and executing the construction work, the Contractor shall arrange its organization, plant equipment, and materials so that construction operations will be carried out continuously. The Contractor will not be permitted to reduce the force of men nor remove any equipment from the site of the project if such reduction or removal impairs the progress of the work.
- C. In the event the Owner awards more than one Contract to the same Contractor, it shall prosecute the work on each Contract simultaneously and maintain a separate and independent organizational staff, labor forces and machinery on each Contract in order to complete the work within the time set forth in the respective Contracts.
- D. It is required that the Prime Contractor self-perform a minimum of 50% of the total Contract value, including Bid Alternatives, with his own organization.

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28. SUBCONTRACTS

- A. In the event the Contractor desires to sublet part or all of the project, a copy of the subcontract(s) shall be filed with the Owner. Any subcontract may be subject to examination by the Engineer and approval or disapproval by the Owner. No proposed subcontractor shall be disapproved by the Owner except for cause.
- B. The Contractor shall be responsible for the proper fitting of all work and for the co-ordination of operations of all trades, subcontractors, or materialmen engaged upon this Contract. It shall be prepared to guarantee to each of its subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.
- C. Should any subcontractor violate any of the terms of these Specifications, the Owner may, at its option, require the Contractor to end and terminate such contract.

29. UNDERGROUND CONDITIONS NOT WARRANTED

- A. Where underground objects or materials are shown on the plans and profiles, it is expressly stipulated by the Owner that they do not warrant their location or character. The information shown is for convenience of the Contractor, but is not guaranteed to be correct or complete. The Contractor shall explore the route ahead of excavation and shall uncover all known obstructing pipes, sewers, drains, etc. sufficiently so that their location may be known and necessary changes in location made so as to avoid delay in the work. The Contractor shall be responsible for repairs and replacing any underground facilities which are damaged either knowingly or otherwise in connection with the work. In general, all damaged underground pipe will be replaced in kind and size with equal or better material, regardless of assumed origin or purpose. All costs in connection therewith shall be the responsibility of the Contractor unless otherwise specifically provided for in these Contract Specifications.

30. PUBLIC UTILITIES

- A. The actual location of utilities shall be determined by the Contractor. In all cases the Owner accepts no responsibility for the existence or location of underground utilities and, if shown, said locations are to be considered approximate.
- B. The Contractor shall inquire of the utility companies well in advance of actual construction as to the location of their mains, conduits, services and service laterals in and adjacent to the area under construction and request location

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markings. The cost for obtaining such locations, and any costs for connections or disconnections, shall be paid by the Contractor unless otherwise specified. The Contractor's attention is hereby directed to State law which requires notification of CALL BEFORE YOU DIG, (800) 922-4455, before excavating.

- C. The Contract shall, without expense to the Owner and to the satisfaction of the Engineer, do everything necessary to support, protect and maintain all pipes, conduits, sewers, drains, wires, poles, or fixtures of all kinds in the line of excavation or adjacent thereto, and all fences, buildings or other structures which may be damaged by the work herein contemplated. The Contractor shall protect water pipes from freezing during cold weather.
- D. The following list of utility providers in East Haven may not have facilities in the project area. They have been included for the bidders convenience. The Contractor is obligated by state law to CALL BEFORE YOU DIG before excavating.

Water

South Central Regional Water Authority
203-401-6709

Communications

AT&T Corp. (Long Lines)
203-266-4372
Lighttower Fiber Networks
203-649-3904
MCI Communications Services, Inc.
401-727-9558
Southern New England Telephone Company (SNET; dba Frontier Communications of Connecticut).
203-238-5657

Electric

United Illuminating Company
203-499-3922

Gas

Southern Connecticut Gas Company
203-795-7767

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31. SURPLUS EXCAVATED MATERIAL

- A. Unless otherwise directed by the Engineer, all surplus excavation material, which in the opinion of the Engineer is considered to be unsuitable or unnecessary for reuse in any section of the project, is the property of the contractor. The Contractor shall provide equipment and labor to remove surplus material.

32. DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contractor's total bid will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

33. CHANGE IN WORK

- A. The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract by making additions thereto or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of its obligations under the Contract or any guarantee given to him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

34. BASIS OF PAYMENT

- A. The Owner will pay, and the Contractor shall accept, the unit and/or lump sum prices stipulated in the Bid Proposal attached hereto as full compensation for furnishing all materials and for doing all work contemplated and specified in this contract. The prices shall cover the cost of all plant and tools and of all labor and materials, including all federal, state and local taxes, together with all expenses of moving and shipping equipment, as well as all royalties for patents, patented articles, materials, appliances, processes, compositions, combinations, means, and things of whatsoever kind that shall be furnished or needed, to complete the entire work in all details ready for the purpose for which it is intended.
 - 1. The prices shall cover all loss or damage arising out of the nature of the work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work, and for all risks of every description connected with the prosecution of the work, until

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its final acceptance by the owner; also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the prosecution of the work as herein specified.

- B. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at its own cost and expense, to renew or replace any defects and imperfections in the construction of, or in the strength of, or quality of, materials used in or about the work under Contract and its appurtenances, as well as all damages, due to or attributable to such defects and of which defects, imperfections, or damages the Engineer shall be the judge and the said Contractor shall be liable to the Owner for failure to do so.
- C. The Contractor shall submit one copy of monthly progress payment request to the Engineer for review. The payment request form shall be similar to the AIA Payment Application Request form. Each bid item shall be itemized plus any approved change orders. Once the Engineer has indicated his approval of the Payment Application Request amounts, the Contractor will then submit six notarized Applications for the Engineer to endorse prior to submittal to the Owner.
- D. The monthly estimate will be approximate and no claim shall be made by the Contractor for additional payment based on any error in any periodic estimate.
- E. Payment may at any time be withheld if the work is not proceeding in accordance with the Contract or, if in the judgment of the Engineer, the Contractor is not complying with the requirements of the Contract Documents.
- F. Each payment to the Contractor by the Owner may be made subject to submission by the Contractor of all written certifications required of him.
- G. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS.
- H. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of construction and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered. Upon request, the Contractor shall supply the Owner with a detailed proposal for the changes showing quantities of, and unit prices for its work and that of any subcontractor involved. No such change order shall be

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considered, however, unless approved by the Owner or its duly authorized representative prior to its issuance. Upon receipt of the written order the Contractor shall proceed with the work as and when directed. The amount of compensation to be paid to the Contractor for extra or additional work so ordered shall be determined as follows:

1. By such applicable Bid Unit Prices, if any, as set forth in the Agreement,

or

2. If no such Bid Unit prices are set forth, or if the total net change increases or decreases the total Contract price more than 25 percent (25%) then a Lump Sum mutually agreed upon by the Owner and the Contractor, and established as follows:
 - a. For work to be performed under a lump sum agreement the Contractor may apply a 15% allowance for overhead and profit against the net cost of work actually to be performed by him except that in the event the change in work to be performed by him results in a net omission then no percentage for overhead and profit shall be allowed.
 - b. The Contractor is permitted a 5% allowance to be applied against the net cost to a subcontractor for work actually performed by the subcontractor, but on any change involving more than one subcontractor, their net costs and/or net omissions shall be combined as one before consideration is given to the application of the Contractor's overhead and profit, and, in the event the Contractor shows a net omission for the change as it affects the work actually to be performed by him, it is permitted only the 5% applied to the amount (if any) by which the net cost to the subcontractor exceeds the net omission by the Contractor.
 - c. For work to be performed by a subcontractor the cost to the Owner may include the net cost to the subcontractor plus an allowance of an amount not to exceed 15% of the net cost for the subcontractor's overhead and profit, except that in the event that the change in work results in a net omission for the subcontractor there shall be no application of the 15% overhead and profit.
 - d. Net cost to the Contractor and/or any subcontractor shall be that defined in subsection (3) of this article, but in every case taxes imposed by law upon labor employed at the site shall be excluded: and all credits (which in the case of the Contractor shall be deducted before the percentage can be applied).

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- e. For the purpose of applying the provisions of this article, the Owner will not recognize other than a direct subcontractor of the Contractor nor permit the aggregate allowance to exceed 20% as applied above, to the net cost of work performed by any subcontractor.
- 3. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, the Owner may at its option either:
 - a. Order the work to be done and compensated for in the following manner; by the actual net cost in money to the Contractor of the materials, the wages of applied labor, insurance, taxes imposed by law on labor employed on the work, plus such rental (utilizing weekly rental rates) for equipment (other than tools) required and approved for such additional work. After excluding taxes imposed by law upon labor employed on the work, the Contractor shall receive 15% of the actual net cost outlined above as compensation for all other items of profit and costs or expenses including administration, overhead, superintendence, materials used in temporary structures, allowances (including provision for overhead and profit) made by the Contractor to subcontractor, additional premiums upon performance bond of the Contractor and the use of small tools,

or
 - b. the Owner may order that item or portion of work omitted without invalidating any of the terms thereof, and there shall be deducted from the contract price the value as estimated by the Engineer of the labor and material omitted from the contract, if any be omitted.

35. SUBSTANTIAL COMPLETION

- A. Prior to final estimate, the Contractor may, in writing to the Owner and Engineer, certify that the entire project is substantially complete and request that the Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Owner, Contractor and Engineer will make an inspection of the project to determine the status of completion. If the Engineer does not consider the project substantially complete, the Engineer will notify the Contractor in writing giving its reasons therefore. If the Engineer considers the project substantially complete, the Engineer will prepare and deliver to the Owner, a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between the Owner and the Contractor. There shall be attached to the certificate, a tentative list of items to be completed or corrected before final estimate, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract time. The Owner shall have seven (7) days after receipt of the tentative certificate during which it may make written objection to the Engineer as to

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any provisions of the certificate or attached list. If, after considering such objections, the Engineer concludes that the project is not substantially complete, the Engineer may notify the Contractor in writing stating its reasons therefore. If, after said seven (7) days and after consideration of the Owner's objections the Engineer considers the project substantially complete the Engineer will execute and deliver to the Owner and the 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 the Engineer believes justified after consideration of any objections from the Owner.

36. FINAL INSPECTION

- A. Upon written notice from the Contractor that the Project is complete, the Engineer will make a final inspection with the Owner and the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

37. FINAL ESTIMATE

- A. As soon as practicable after the completion of the work under this contract, the Engineer shall make a final estimate in writing of the quantity of work done under this contract, and the amount earned by the Contractor.
- B. The Final Estimate accepted by the Contractor, will be submitted to the Owner and a copy furnished to the Contractor. Upon approval of the Final estimate by the Owner will, within thirty (30) days after receipt of the final payment estimate, pay the Contractor the entire balance found to be due the Contractor, however, the Owner may, for a period of up to one (1) year after final payment, retain five percent (5%) of the total sums paid or payable to the Contractor. The Contractor shall submit six (6) complete copies of the final payment estimate.

38. FINAL PAYMENT

- A. Within one year after the date of substantial completion as determined by the Engineer, the Owner will make or cause to be made a reinspection of the work. If the work is found satisfactory in accordance with the Contract Documents, the Owner will approve the release of the retainer elsewhere provided for in these Specifications, and the Owner will make the payment.
- B. In the event the inspection discloses the existence of defects in the materials, equipment or workmanship or other noncompliance with the Contract Documents, the Contractor shall be required to immediately make good and rectify all defects as a prerequisite to the release and payment of the retainer.

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If the Contractor shall fail or neglect to satisfy the requirements of the Contract with respect to making the necessary corrections, then the Owner may proceed to have the work executed by others and the cost and expense thereof will be deducted from the retainer and the balance, if any will be released to the Contractor.

- C. In the event the retainer is not sufficient to meet the cost and expense of making the necessary repairs and adjustments, the Contractor and its Sureties shall be liable to the Owner for such excess.

39. PERMITS

- A. The Owner is in the process of securing certain approvals for portions of the work under this contract. Prior to beginning any construction work the Contractor shall obtain copies of all approvals and their attendant conditions that have been secured and, if required, post them in a conspicuous place at or near the site of the proposed work. The Contractor shall be responsible for carrying out those provisions of the permit approvals applicable to its operations and the construction in the same manner as though it is the permittee. The Contractor shall obtain and pay for all local and state required permits at no additional cost to the Owner.

40. AS-BUILT (RECORD) DRAWINGS

The Contractor will be furnished with a complete set of prints of all Contract Drawings upon which the Contractor will incorporate the as-built record of all Contract Work as the construction progresses. The complete set of prints shall be maintained at the site at all times and the Contractor shall be responsible for having clearly, neatly, accurately and promptly recorded thereon, as the Work is performed, the as-built record of the Contract Work. Principal dimensions, elevations and other data as required shall be recorded for all Work, such as:

- a) Significant deviations of any nature made during construction.

The marked-up prints may be inspected weekly by the Resident Engineer and shall be corrected immediately if found to be inaccurate or incomplete. Upon project completion, the Contractor shall submit the completed set of marked up prints to the Engineer for review. Final Payment will not be released until acceptable As-Builts have been received and approved by the Engineer.

END OF SECTION

STATE OF CONNECTICUT

BY HIS EXCELLENCY

DANNEL P. MALLOY

EXECUTIVE ORDER NO. 3

WHEREAS, the temporary worker retiree program ("TWR"), codified in Sec. 5-164a of the Connecticut General Statutes, as amended by the Pension Award, and administered by the Department of Administrative Services, provides for temporary employment of state retirees for periods not to exceed 120 days per calendar year in cases where such employment is cost effective and facilitates the maintenance of important programs or services;

WHEREAS, the legislature has recognized the value of employing retired state employees for a limited number of days to provide institutional expertise;

WHEREAS, the State will begin a period of transition beginning on January 5, 2011 due to a change of administration;

WHEREAS, the maintenance and effective functioning of state services during a time of transition is in the public interest;

WHEREAS, the TWR program aids state agencies in maintaining a proficient and efficient workforce during a period of transition;

WHEREAS, certain efficiencies and budgetary savings can be realized from the practice of employing retired state employees when managed appropriately; and

WHEREAS, Executive Order 27-A, dated October 22, 2009, limited the parameters for approval of an individual under the TWR program;

NOW, THEREFORE, I, DANNEL P. MALLOY, Governor of the State of Connecticut, by virtue of the authority vested in me by the Constitution and by the Statutes of the State of Connecticut, **ORDER AND DIRECT**:

1. Nothing in Executive Order 27-A, dated October 22, 2009 shall prevent a member of the state retirement system who has twice prior been approved for and took part in the TWR program and who is otherwise eligible to take part in such program from being approved for participation during the first year of a new administration if such member's reemployment does not exceed sixty days.
2. The provisions of this order shall apply to any new or renewed employment that is effective on or after the effective date of this order.
3. Executive Order 27-A, dated October 22, 2009, is hereby amended with the text hereof.

This order shall take effect immediately.

Dated at Hartford, Connecticut this 5th day of January 2011.

DANNEL P. MALLOY
Governor

By Her Excellency's Order

Denise Merrill
Secretary of the State



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties,

(iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or

(vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

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

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

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

**SECTION 01068 - DEFINITION AND
STANDARDS PART 1 - GENERAL**

1.01 DEFINITIONS:

- A. General: Except as specifically defined otherwise, the following definitions supplement definitions of the Contract, General Conditions, Supplementary Conditions and other general contract documents, and apply generally to the work.

General Requirements: Provisions of Division I sections of the specifications.

- Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of contract documents. Terms such as "shown", "noted", "scheduled", and "specified" have same meaning as "indicated", and are used to assist the reader in locating particular information and no limitation of location is intended except as specifically noted.
- Directed, Requested, etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's/Engineer's responsibility into Contractor's area of construction supervision.
- Approve: Where used in conjunction with Architect's/Engineer's response to submittals, requests, applications, inquires, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect/Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.
- Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation and similar subsequent requirements.
- Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.
- Provide: Furnish and Install, complete and ready for intended use.

- Installer: Entity (firm or person) engaged to install work, by Contractor, subcontractor or sub-contractor. Installers are required to be skilled in work they are engaged to install.
- Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports and similar services.

B. Specification Text Format: Underscoring facilitates scan reading, no other meaning. Imperative language is directed at Contractor, unless otherwise noted.

C. Overlapping/Conflicting Requirements: Most stringent (generally most costly) applies and will be enforced, unless more detailed language written directly into contract documents clearly indicate that less stringent requirements are acceptable.

Refer uncertainties to Architect/Engineer for decision before proceeding.

- Where optional requirements are specified in a parallel manner, option is intended to be Contractor's unless otherwise indicated.

D. Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to Architect/Engineer before proceeding.

D. Abbreviations, Plural Words: Abbreviations, where not defined in contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Architect/Engineer. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of contract documents.

1.02 STANDARDS AND REGULATIONS:

A. Industry Standards: Applicable standards of construction industry have same force and effect on performance of the work as if copies directly into contract documents or bound and published therewith.

Standards referenced in contract documents or in governing regulations have precedence over non-referenced standards, insofar as different standards may contain overlapping or conflicting requirements. Comply with standards in effect as of date of contract documents, unless otherwise indicated.

Abbreviation: Where abbreviations or acronyms are used in contract documents, they mean the well-recognized name of entity in building construction industry; refer uncertainties to Architect/Engineer before proceeding, or consult "Encyclopedia of Association" by Gale Research Co.

B. Trade Union Jurisdiction: Maintain current information on jurisdictional matters, regulations, actions and pending actions; and administer/supervise performance of work in a manner which will minimize possibility of disputes, conflicts, delays, claims or losses.

1.03 GENERAL WORKMANSHIP STANDARDS:

- A. General: It is the intention of this specification to require a high general standard of work, whether specified under other technical sections or not. These provisions shall apply to all work under this contract. Where stricter standards and tolerances are specified, they shall take precedence over these standards and tolerances.
1. Provide adequate blocking, bracing, nailers, and fastenings. Install items securely. Installed items shall be able to withstand 150% of maximum anticipated load.
 2. Build and install items, levels plumb, square and in correct position.
 - No items shall be out of plumb, level, square or correct position so much as to impair its function or that the of the project.
 - No items shall be out of plumb, level, square or correct position so much as to impair the aesthetic effect of the item or the project as judged by the Architect/Engineer.
 3. All fasteners used by all trades shall be corrosion resistant, except for interior concealed finishing nails and items explicitly specified to be non-corrosion resistant.
 - Exposed fasteners used for finished metals shall match adjacent metals in finish.
 - Concealed and painted fasteners for wood and ferrous metal shall be galvanized or zincplated.
 - When corrosion-resistant fasteners are not available, and with Architect/Engineer's approval, prime fasteners as directed by Architect/Engineer.
 4. Manufactures, subcontractors, and workmen shall be experienced in performing the operations assigned to them.
 5. Verify critical dimensions in field before fabricating items which must fit adjoining construction.
 6. Where accessories are required in order to install items in usable form, provide such accessories.
 7. Perform cutting and patching required for all trades. Use workmen skilled in such work.
 8. Grout neatly around mechanical and other items which pass through walls and slabs.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

(NOT
APPLICABLE)

- END OF SECTION 01068 -

SECTION 01155 - REPORTING AND PAYMENTS

PART 1 - GENERAL

1.01 PROGRESS SCHEDULE AND REPORTS:

- A. General.; Within 15 days of date established for "commencement of the work", submit a comprehensive bar-chart type progress schedule indicating a time bar for each significant category or unit of work to be performed at the site. Arrange schedule to indicate required sequencing of units, and to show time allowances for submittals, inspections and similar time margins.
- Show critical submittal dates related to each time bar, or prepare separate coordinated listing of critical submittal dates.
 - Include multiple time bars to show each significant separate location for each category of work, e.g., structural concrete of each story.
 - Show phases of work within each time bar for major elements which involve purchase lead-time, fabrication, seasonal treatment, mockups, testing, or similar phases as well as installation. Where length of installation time exceeds 3 months, divide phase into segments.
 - Show double cost line immediately below date line in heading, showing precalculated dollar-volume and space for recording actual dollar-volume of completed work at end of each period scheduled.
- B. Submittal: Following initial revision of schedule after Architect's/Engineer's review, print and distribute schedule to entities with a need-to-know responsibility, including 3 copies to Architect/Engineer. Post in temporary office space. Revise at intervals matching payment requests, and redistribute/repost. Provide copies required with payment requests.

1.02 SCHEDULE OF VALUES:

- A. Prepare a schedule of values to show breakdown of Contract Sum corresponding with payment request breakdown and progress schedule. Show dollar value and percent of total for each unit of work scheduled. Submit not less than 7 days prior to first payment request, and revise each time schedule is affected by change order or other value revision (by Contractor).

Section 01155 - Reporting and Payments

1.03 REPORTING:

- A. Daily Reports Prepare a daily report, recording the following information concerning events at the site; and submit duplicate copies to Architect/Engineer at regular intervals not exceeding weekly intervals:

List of subcontractors at the site.

Approximate count of personnel at the site by trade.

Visitors to site (building officials, etc.)

General listing of work in progress.

High/low temperature, general weather conditions.

Accidents (refer to accident reports).

Meetings and significant decisions.

Unusual events (refer to special reports).

Stoppages, delays, shortages, losses.

Meter readings and similar recordings.

Emergency procedures, field orders.

Orders/requests by governing authorities. Services connected, disconnected.

Equipment or system tests and start-ups. Partial compilations, occupancies.

Substantial compilations authorized.

1.04 PAYMENT REQUESTS:

- A. Submit request for each calendar month, not later than 15th day of following month. Submit in six copies including attachment of waivers and similar documentation with all copies.

- B. Prior to initial_ payment request, submit:

- List of principal subcontractors and suppliers.
- Schedule of values.
- Progress schedule and first progress report.

- C. Following issuance by Architect/Engineer of Certificate of Substantial Completion, Contractor may submit special payment request, provided the following have been completed:

Obtain permits, certificate of inspection and other approvals and releases by governing authorities, required for Owner's occupancy and use of project.

- Submit warranties and similar documentation.
- Submit maintenance manuals and provide instruction of Owner's operational/maintenance personnel. Complete final cleaning of the work.
- Submit record documents.
- Submit listing of work to be completed before final acceptance.

D. Following completion of the following requirements, final payment request may be submitted.

- Complete work listed as incomplete at time of substantial completion, or otherwise assure Owner of subsequent completion of individual items.
- Settle liens and other claims, or assure Owner of subsequent settlement.
- Submit proof of payment on fees, taxes and similar obligations.
- Transfer operational, access, security and similar provisions to Owner; and remove temporary facilities, tools and other similar items.
- Complete requirements specified in "Project Close-out- Section 01700".
- Submit Waivers of Lien by subcontractors and suppliers.
- Obtain Consent of Surety for Final Payment.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

(NOT APPLICABLE)

- END OF SECTION 01155 -

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Consultant will conduct project meetings throughout the construction period.
- B. Related Work Described Elsewhere: The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto are the Contractor's responsibility and are not part of project meetings content.

1.2 QUALITY ASSURANCE:

- A. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.3 SUBMITTALS:

- A. Agenda Items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding all items to be added to the agenda.
- B. Minutes: The Consultant will compile minutes of each project meeting and will furnish three copies to the Contractor. The Contractor may make and distribute such other copies as he wishes.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

3.01 MEETING SCHEDULE:

A. Project meetings will be held not less than once a week. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.02 MEETING LOCATION:

A. To the Maximum extent practicable meetings will be held at the job site. The Contractor shall provide a suitable space for the meeting with a chair for each participant and large table.

3.03 PROJECT MEETINGS:

A. Attendance: To the maximum extent practicable, assign the same person or persons to represent the Contractor's at project meetings throughout progress of the Work. Subcontractors, materials, suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

B. Minimum Agenda:

1. Review, revise as necessary, and approve minutes of previous meeting.
2. Review progress of the Work since last meeting, including status of submittals for approval.
3. Identify problems which impede planned progress.
4. Develop corrective measures and procedures to regain planned schedule.
5. Complete other current business.

- END OF SECTION 01200 -

SECTION 01205 - PROCEDURES AND CONTROLS

PART 1 - GENERAL

1.01 ADMINISTRATION AND SUPERVISION:

- A. Coordination: Coordinate various elements of the work and entities engaged to perform work, and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owner.

1.02 SURVEYING/RECORDING:

- A. General: Working from established lines and levels at or near project site, establish and maintain dependable markers for lines and levels of the work, including markers for each story of construction. Calculate dimensions and measure for layout of work; do not scale the drawings. Maintain surveyor's log of layout work. Record deviations (if any) from drawing information on existing conditions, and review with Architect/Engineer at time of discovery.

1.03 INSPECTION AND TESTING:

- A. General: Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of contract documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance. Require engaged agencies to perform indicated testing and submit reports promptly; and to report significant observations having an important bearing on the work, to the Architect/Engineer by the most expeditious means possible.
- B. Installer Inspections: Require Installer of each major unit of work to inspect substrate and conditions for installation, and to report (in writing) unsatisfactory conditions.
Correct unsatisfactory conditions before proceeding. Inspect each product immediately before installation, and do not install damaged or defective products, materials or equipment.

1.04 PREPARATION FOR INSTALLATION:

- A. Pre-Installation Conference: Prior to starting installation of each major component of the work, hold a pre-installation conference, attended by each entity involved or affected by planned installation. Include technical representatives of product manufacturers and others recognized as expert or otherwise capable of influencing success of the installation. Review significant aspects of requirements for the work. Record discussion and distribute as plan of action. Pre-installation conferences are specifically required for (but not limited to) the following installations:

Electrical wiring work in completed excavations.
Mechanical work in building.
Exterior lighting fixtures.

PART 2 - PRODUCTS

(NOT
APPLICABLE)

PART 3 - EXECUTION

3.01 INSTALLATION. GENERAL:

- A. Comply with manufacturer's instructions and recommendations to extent printed information is more detailed or stringent than requirements contained directly in contract documents.
- B. Timing: Install work during time and under conditions which will ensure best possible results, coordinated with required inspection and testing.
- C. Anchor work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit too Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.
- D. Mount individual units of work at industry-recognized mounting heights, if not otherwise indicated; refer uncertainties to Architect/Engineer before proceeding.
- E. Cutting and Patching: Refer to "Summary of Work" section.

3.02 CLEANING AND PROTECTION:

- A. General: Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

- END OF SECTION 01205 -

SECTION 01340 - SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL DEFINITIONS:

- A. Work Submittals: The provisions of this section apply to required submittals, related to units of work, not to administrative submittals including payment requests, insurance certificates and progress reports. Specific requirements in other sections have precedence over general requirements of this section.
- B. Miscellaneous Submittals: In addition to categories of shop drawings, product data, and samples as defined by General Conditions, a category of miscellaneous submittals is required including warranties, workmanship bonds, photographs, surveys, field records, maintenance manuals, inspection/test reports, and close-out submittals.

1.2 PROCEDURAL REQUIREMENTS:

- A. General: Coordinate submittals with progress schedule and actual progress of work; allow 2 weeks for Consultant's initial processing of submittals requiring review and return. Use special transmittal form to establish complete record of submittals. Provide copies required by governing authorities, which are in addition to copies specified for submittal to Consultant.
- B. Copies of Shop Drawings: Submit 4 blue-black-line prints; plus, number required for job use and distribution: 3 will be retained and remainder will be returned. Maintain one print as mark-up copy of record drawings.
- C. Copies of Product Data: Mark each copy to indicate actual product to be provided; show selections from among options in manufacturer's printed product data. Except as otherwise indicated, submittal is for information and record (not for Consultant's approval). Submit 4 copies, one of which will be retained; plus submit additional copies which will be returned where required; maintain an additional copy at project site for reference purposes. Do not proceed with installation of manufactured products until a copy of related product data is in installer's possession at project site.
- D. Sets of Samples: Submit 1 set. Provide 3 or more samples in each set where variations in color, pattern or texture are observable; show average conditions and extreme conditions of variations. Submit full documentation with each set. Except as otherwise indicated, sample submittals are for Consultant's observation of color, texture, pattern and 'kind', as applicable. Maintain returned set at project site, for purposes of quality control comparisons.

E. Copies of Miscellaneous Submittals: Except as otherwise indicated, provide copies as follows:

1. Survey Data: 2 copies, except provide 6 prints of completed project property survey.
2. Special Project Warranties: 3 executed copies, plus conformed copies as require in maintenance manual.
3. Specified Product Warranties: 3 executed copies, plus conformed copies as required in maintenance manuals.
4. Coincidental Product Warranties: Single copy, plus copies as required in maintenance manuals.
5. Inspection/Test Reports and Certificates: Where not processed as shop drawings or product data provide 3 copies plus copies required for maintenance manuals.
6. Field Reports: 4 copies, including one copy which will be returned for inclusion in submittal of record documentation.
7. Maintenance Manuals: 3 bound copies.
8. Record Drawings: Original maintained mark-up prints, plus 2 photographic copies.
9. Miscellaneous Record Documentation: Original maintained mark-up copy.

1.04 GENERAL SUBMITTAL REQUIREMENTS:

A. Scheduling: Where appropriate in administrative submittals (listing of products, manufacturers, suppliers and subcontractors, and in job progress schedule), show principal work-related submittals and time requirements for coordination of submittal activity with related work in each instance.

Listing: Prepare a separate listing, organized by related specification section number sequence, showing principal work-related submittals and their initial submittal dates as required for coordination of the work. Submit listing within 20 days of date of commencement of the work.

Section O1340 -

Submittals

- B. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Consultant's "Action" marking. Submittals which are received from sources other than through Contractor's office will be returned by Consultant "without action".
- C. Transmittal Form: Prepare a draft of special transmittal form for project, and submit to Architect for acceptance. Provide places to indicate project, date, "To:" "From:" names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record (for both transmittal and submittals), and signature of transmitter.
- Provide Contractor's certification on form, ready for execution, stating that information submitted complies with requirements of contract documents.
- 1.05 ARCHITECT'S/ENGINEER'S ACTION:
- A. General: Refer to General Conditions for indication and definition of action by Consultant upon receipt and processing of submittals from Contractor. Submittals will be returned without action where received indirectly (not through Contractor).
- B. "Approval", "Acceptance", Etc.: The approval, acceptance, etc. Of shop drawings or other submittal by the Consultant is general and does not relieve the Contractor of the responsibility to verify dimensions; nor does it relieve him of the responsibility for any error which may exist.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

(NOT APPLICABLE)

- END OF SECTION 01340 -

**SECTION 01505 - TEMPORARY
FACILITIES PART 1 - GENERAL**

1.01 GENERAL DEFINITIONS:

- A. Refer to General Conditions for basic commitments to provide temporary facilities. This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the work, but not by way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Consultant's acceptance. Temporary facilities is defined to exclude tools and construction machines, testing, demolition, alternations, soil borings, mock-ups and similar items.
- B. Costs: Except as otherwise indicated, costs associated with temporary facilities are Contractor's (in Contract Sum), including power/fuel/water usage until time of substantial completion for each major area of project. Temporary facilities remain property of Contractor.

PART 2 - PRODUCTS
(NOT APPLICABLE)

PART 3 - PRODUCTS

3.01 TEMPORARY UTILITY SERVICES:

- A. Sources: Connect with local/municipal services and franchised utility companies where feasible.
1. Water: Potable.
 2. Changeover: At earliest feasible date, use permanent utility services installed for project, and disconnect and remove temporary service lines.

3.02 TEMPORARY CONSTRUCTION FACILITIES:

- A. Dewatering: Maintain site and construction work free of water accumulation. Do not endanger the work or adjacent properties. Maintain protection against flooding.
- B. Temporary Lighting: Provide lighting of intensity and quality sufficient for proper and safe performance of the work, and for access thereto and security thereof.
- C. Hoisting General: Provide cranes, hoist and similar high-rise temporary construction facilities as needed to adequately perform the work.

3.03 TEMPORARY SUPPORT FACILITIES:

- A. General: Provide facilities and services as may be needed to properly support primary construction process and meet governing regulations. Do not use permanent facilities except as otherwise indicated, and except after time of substantial completion.
- B. Project Identification Sign: Provide project sign as directed by Consultant and at locations indicated, or if not otherwise indicated, provide one 8' x 4' x 3/4" exterior grade plywood sign, properly supported with bottom 6'-0" above grade. Engage professional sign painter to apply graphics and lettering as indicated or prescribed by Consultant. Do not allow installation of other signs.

3.04 SECURITY AND PROTECTION:

- A. General: Provide facilities and services as necessary to effectively protect from losses and persons from injury during the course of construction.
- B. Barricades: Provide barricades at hazardous locations, complete with signs, general lighting, warning lights and similar devices where appropriate.
- C. Environmental Protection: Review exposure to possible environmental problems, with Owner and Consultant. Establish procedures and tradesmen and provide needed facilities which will protect against environmental problems (pollution of air, water and soil, excessive noise, and similar problems).

- END OF SECTION 01505 -

**SECTION 01605 - PRODUCTS AND
SUBSTITUTIONS PART 1 - GENERAL**

1.01 PROCEDURAL REQUIREMENTS:

- A. General Limitations: Where possible, provide entire required quantity of each generic product, material or equipment from single source; and, where not possible to do so, match separate procurements as closely as possible. To extent selection process is under Contractor's control, provide compatible products, material and equipment. Where available and complying with requirements, provide standard products which have been used previously and successfully in similar applications, and which are recommended by manufacturers for applications indicated.

1.02 PRODUCT SELECTION LIMITATIONS:

- A. Product selections: Comply with the following for selection of products, materials and equipment:
1. Single Product Names: Provide only that product, unless determined to be unavailable, not-compatible with the work, or non-compatible with the work, or non-complying with requirements or governing regulations.
 2. Two or More Product Names: Selection from named products is Contractor's option, provided selection complies with requirements.
 3. "Or Equal" Clause: Provide named product which complies with requirements, or comply with requirements for gaining approval on "substitution: to select and use as unnamed product.
 4. Compliance with Standards: Selection of product which complies with requirements, including applicable standards, is Contractor's option where no product names are indicated.
 5. Performance Requirements: Selection of product which has been tested to show compliance with requirements, including indicated performances, is Contractor's option where no product names are indicated.
 6. Prescriptive Requirements: Selection of product which has been certified by manufacturer to comply with requirements, including prescriptive requirements, is Contractor's option where no product names are indicated.

7. Visual Requirements: Where indicated to be selected from manufacturer's standard options, selection is Consultant's option, subsequent to determination or selection of manufacturer (Contractor's Option). Where indicated to be selected from standard options available within industry, selection is Consultant's option prior to determination or selection of manufacturer.

8. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

B. Nameplates: Where indicated or needed for operation and maintenance, provide permanent nameplates on equipment located in inconspicuous but accessible places, and containing suitable information and operational data. Otherwise do not allow manufacturer's trademarks or similar labels or nameplates to be placed on products in locations where exposed to view after installation.

1.03 SUBSTITUTIONS:

A. Conditions: Refer to Supplementary Conditions. Requests by Contractor will be considered when reasonable, timely, fully documented and qualifying under one or more of following circumstances:

1. Related to an "equal" or similar provision in contract documents.
2. Required product cannot be supplied in time for compliance with Contract Time requirements.
3. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by Contractor.
4. Substantial advantage is offered Owner after deducting offsetting disadvantage including delays, additional compensation to Consultant for redesign, investigation, evaluation and other necessary services, and similar considerations.

B. Submittals: Submit three (3) copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitution. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of

significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to- or -better-than work originally indicated.

- C. Change Order: Approval of substitutions is possible only by change order procedure.

1.4 DELIVERY, STORAGE AND HANDLING:

- A. General: Receive, store and handle products, materials and equipment in a manner which will prevent loss, deterioration and damage. Schedule deliveries to minimize long-term storage at project site.

1.5 WARRANTIES {GUARANTEES}:

- A. Categories of warranties required for the work include: (1) Special project warranty issued by Contractor, and where required, countersigned by Installer or other recognized entity involved in performance of the work; (2) Specified product warranty issued by a manufacturer of fabricator, for compliance with requirements in contract documents; and (3) Coincidental product warranty available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirements (non-specified warranty). Refer to sections of Division 1 through 16 for requirements of specified warranties.
- B. Warranty Obligations: Restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty. Restore or remove-and-replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work. Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damages to property other than work of the Contract, (e.g. building contents). Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.
- Reinstatement of Warranty: Upon restoration or removal-and-replacement of warranted work which has failed, reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but not less than half of the original warranty period.
- C. Owner's Recourse: Warranties and warranty periods to not diminish implied warranties, and do not deprive Owner of actions, rights and remedies otherwise available for Contractor's failure to fulfill requirements of the contract documents. Owner reserves right to reject coincidental product warranties considered to be conflicting with or detracting from requirements of the contract documents.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - PRODUCTS

(NOT APPLICABLE)

- END OF SECTION 01605 -

Section 01605 - Products &
Substitutions

SECTION 01700 - PROJECT CLOSE-OUT

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS:

A. Definitions: Close-out is hereby defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar action evidencing completion of the work. Specific requirements for individual unit of work are specified in Sections of Division 2 through 16. Time of close-out is directly related to Substantial Completion, and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.2 PREREQUISITES TO SUBSTANTIAL COMPLETION:

- A. General: Prior to requesting Consultant's inspection for certification of substantial completion (for either entire work or portions thereof), complete the following and list known exceptions in request:
1. Contractor shall provide certified letter that he has inspected the work and found it to be either 100% complete for that portion of work claimed as "substantially complete", or provide a complete and detailed list of complete items, value of incompleteness and reasons for being incomplete.
 2. Include supporting documentation for completion as indicated in these contract documents.
 3. Submit statement showing accounting of charges to the Contract Sum.
 4. Advise Owner of pending insurance change-over requirements.
 5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
 6. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including occupancy permits, operation certificates, and similar releases.
 7. Deliver tools, spare parts, extra stocks of materials and similar physical items to Owner.

CLOSE-OUT

SECTION 01700 - PROJECT

8. Complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
9. Complete final cleaning up requirements, including touch-up of marred surfaces.
10. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: Upon receipt of Contractor's request, Consultant will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Consultant will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch list" for final acceptance.

1.3 PREREQUISITES TO FINAL ACCEPTANCE:

A. General: Prior to requesting Consultant's final inspection for certificate of final acceptance and final payment, as required by General Conditions complete the following and list known exceptions (if any) in request:

1. Submit final payment request with final releases and supporting documentation, including all payroll records, not previously submitted and accepted. Include certificates of insurance for products and completed operations where requested.
2. Submit record drawings, maintenance and similar final record information.
3. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
4. Submit certified copy of Consultant's final punch list of itemized work to be completed or corrected stating that each item had been completed or otherwise resolved for acceptance, endorsed and dated by Contractor.
5. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of substantial completion or when Owner took possession of and responsibility for corresponding elements of the work.
6. Submit consent of surety.

SECTION 01700 - PROJECT

CLOSE-OUT

7. Submit waivers of lien.
8. Submit final liquidated damages settlement statement, acceptable to Owner.
9. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: Upon receipt of Contractor's notice that work has been completed, including punch-list items, resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Consultant will reinspect work. Upon completion of reinspection, Consultant will either prepare certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS:

- A. General: Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in secure, fire-resistance location; provide access to record documents for Consultant's reference during normal working hours.
- B. Record Drawings: Maintain a white print set (blue line or black line) of contract drawing and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings. Mark with red erasable pencil, and where feasible, use other colors to distinguish between variations in separate categories of work. Mark-up new information which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related Change-Order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.
- C. Record Specifications: Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of Substance) in actual work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot

otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Consultant for Owner's records.

- D. Record Product Data: Maintain one copy of each product data submittal, and mark-up significant variations in actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set to Consultant for Owner's records.
- E. Record Sample Submittal: Immediately prior to date(s) of substantial completion, Consultant (and including Owner's personnel where desired) will meet with Contractor at site and will determine which (if any) of submitted samples maintained by Contractor during progress of the work are to be transmitted to Owner for record purposes. Comply with Consultant instruction for packaging, identification marking, and delivery to Owner's sample storage space.
- F. Miscellaneous Record Submittal: Refer to other sections of these specifications for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Consultant for Owner's records.
- G. Maintenance Manuals: Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Include emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring vinyl- covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.
- H. Guarantees: The guarantees throughout the Specifications should conform to the General Conditions and Section 01700 of the specifications, unless such guarantees are set for a longer period of time.

PART 2 - PRODUCTS

(NOT APPLICABLE)

SECTION 01700 - PROJECT
CLOSE-OUT

PART 3 - EXECUTION

3.01 CLOSE-OUT PROCEDURES:

- A. General Operating-Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with Owner's personnel, at project site to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities.
- For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

3.02 FINAL CLEANING:

- A. General: Special cleaning for specific units of work is specified in sections of Division 2 thorough 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final cleaning of the unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation of cleaning levels required.
1. Remove labels which are not required as permanent labels.
 2. Wipe surfaces of mechanical and electrical equipment clean, remove excess lubrication and other substances.
 3. Clean unpainted concrete floors broom clean.
 4. Clean light fixtures and lamps so as to function with full efficiency.
 5. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.

SECTION 01700 - PROJECT
CLOSE-OUT

3.03 REMOVAL OF PROTECTION:

- A. Except as otherwise indicated or requested by Consultant, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.
- B. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
 - 1. Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these to Owner's best advantage as directed.

-END OF SECTION 01700-

SECTION 01700 - PROJECT

CLOSE-OUT

01600 – SPECIFICATIONS GENERAL

A. All work shall conform to the “State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817” as amended.

“Standard Specifications”

B. The following items as listed in the bid schedule shall be installed, measured and paid for in accordance with the Section listed in the “Standard Specifications”.

<u>Item #</u>		<u>Section #</u>
1	Clear and Grub	2.01
2	Mobilization	9.75
3	Unclassified Trench Excavation	2.05
4	Borrow	2.07
5	Water Pollution Control	2.10
6	Concrete Sidewalk	9.21
7	Concrete Driveway Ramp	9.24
8	Concrete Ramp (Handicap)	9.21
9	Processed Aggregate Base	3.04
10	Stenciled Concrete Sidewalk	02316 and 02317
11	Bedding Material	M.02.01
12	5” x 18” Granite Curbing	8.13
13	5” x 18” Granite Curbing	8.13
14	Detectable Warning Strip	9.21
15	Furnishing and Placing Topsoil	9.44
16	Turf Establishment	9.50
17	Construction Field Office (Type B)	0969062A??
18	Traffic Personnel (East Haven Police)	9.70
19	Maintenance & Protection of Traffic	9.71
20	Construction Staking	9.80
21	2” Galvanized Steel Conduit in Trench	10.08
22	Sign Face Sheet Aluminum Reflective Sheeting	
23	White Epoxy Paint – 24” White	12.09
24	Construction Signs Reflective Sheeting	12.02
25	Removal and Reinstallation of Existing Signage	12.06
26	Electrical Lighting and Equipment Wiring Installation	Division 016000
27	Temporary Pavement Repair	02300
28	Permanent Pavement Repair	02300
29	Remove Existing Catch Basin Top, Install New Frame with Granite Curb Inlet	02320

01601 - QUALITY CONTROL

A. DESCRIPTION

This section includes quality assurance, control of installation, inspection and testing laboratory services, manufacturers' field services and reports.

QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

INSPECTION AND TESTING LABORATORY SERVICES

- A. The Contractor will employ, and pay for services of an independent firm to perform testing. The testing services firm shall be subject to the approval of the Owner.
- B. The independent firm will perform various tests such as but not limited to gradation sieve analysis, compacted density testing, and other services specified in individual specification Sections and as required by the Engineer all at no additional cost to the Owner.
- C. Duplicate reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. The Contractor shall cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested. The Contractor shall:
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for retesting will be charged to the Contractor at no additional cost to the Owner.

MEASUREMENT AND PAYMENT

This work will not be measured for payment. Its cost will be included in those items of work requiring these services.

- END OF SECTION -

01602 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

DESCRIPTION

This Section includes temporary facilities and controls, protection of the work, construction facilities, parking and progress cleaning.

TEMPORARY WATER SERVICE

- A. Provide, maintain and pay for suitable quality water service required for construction operations.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.

PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where required or as ordered by the Engineer.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Provide suitable means of access to adjacent buildings.
- D. Protect surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

SECURITY

- A. Temporary chain link fencing shall be provided around temporary staging areas.
- B. When the temporary staging area is no longer required the temporary fencing shall be carefully dismantled, the posts discarded and the chain link fence fabric shall be removed.
- C. Provide security and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- D. Coordinate with Owner's security program.

PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, and other closed or remote spaces, prior to enclosing the space.
- C. Periodically remove waste materials, debris, and rubbish to an approved site for the types of waste segregated and at no additional cost to the Owner.

REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary equipment, facilities, and materials, prior to Final application for Payment.
- B. Grade site as directed. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

- END OF SECTION -

SECTION 01603 IS INTENTIONALLY ABSCENT

01604 - TRENCH EXCAVATION AND BACKFILL

A. DESCRIPTION

The Work under this Section consists of the removal of all materials, the disposal of all surplus or unsuitable material, dewatering, temporary stream or ground water diversion, backfilling and compaction necessary for the construction of the Work in the locations as shown on the Contract Drawings or as directed by the Engineer all in accordance with these Specifications for the construction of sewers, service laterals, manholes, etc and related work. Included also is all Work required for the removal of underground storm, sanitary sewers, and appurtenant structures (catch basins, manholes etc.) and utility structures and appurtenances not to be replaced or not removed under other items of Work. Where required, the Work shall also include the removal of abandoned underground tanks, pipelines, etc.

1. CLASSIFICATION

a. EARTH- shall include all earth, muck, mud, swamp, bog, hardpan, ledge rock (loose, disintegrated or decomposed), bituminous and concrete pavements (unless noted otherwise), topsoil, sod and similar materials which are sufficiently soft to permit removal by normal earth excavation machinery and methods.

b. ROCK- shall include rock in definite ledge formation, and severed or fragmented rock that cannot be removed by means of a shovel or backhoe suitably sized and powered, in good running condition, and properly operated, without continuous drilling, blasting, barring and/or wedging, and boulders or portions thereof of 1.0 cubic yard or more in volume, and concrete and cement masonry structures (not specified to be removed under other items of work). A suitable "shovel" or "backhoe" is defined as equipment of the proper type, size and power to perform the excavation required.

c. UNSUITABLE- shall include all "Earth" as classified above ordered removed by the Engineer from below the planned bottom of the excavation.

C. CONSTRUCTION METHODS

Trench excavation shall be made in conformity with the requirements of the Contract Drawings or as ordered. The Contractor shall furnish and employ such support systems, pumps, etc. as may be necessary for the proper completion of Work, protection of property and the safety of the public, employees of Contractor, Owner and Engineer; all in accordance with the current regulations of the applicable Safety Code and pertinent local/State Contract Documents. The words sewer/pipe/culvert/conduit/force main are used interchangeably herein.

After the excavation is completed, the Contractor shall notify the Engineer. No masonry, pipe or other material shall be placed in the excavated area until the Engineer has approved the depth of excavation and the character of the foundation material.

The length of 150 feet shall be the maximum amount of trench opened at one time, or such length as the Engineer considers reasonable and necessary. Rock excavations shall

be 20 feet in advance of pipe at all times. All blasting operations shall be conducted in strict accordance with local/State ordinances, regulations, and the applicable Safety Code.

Explosives shall not be brought onto or used on the site without prior permission of the Owner. If approved, the use of explosives and blasting methods will be in strict conformance with: "Administrative Regulations, Connecticut State Police Department - Storage, Transportation and Use of Explosives and Blasting Agents" (latest revision). Copies from these regulations may be obtained at the State Fire's Marshall's Office, Meriden, Connecticut.

Prior to any blasting, the Contractor must perform a pre-blast survey of each residence along the project limits. The pre-blast survey must be submitted and accepted by the Engineer prior to blasting activities. The Contractor must obtain a Blasting Permit from the Town Fire Marshall. Proof of Insurance will be required. Police and Fire departments must be notified at least 24 hours prior to blasting. Any additional requirements of the Town regarding the use of explosives shall be strictly complied with.

In addition to the above, any and all blasting on this project shall be performed in strict accordance to all requirements that may be set by the utility companies. All utilities must be notified by the Contractor of impending blasting operations in order to schedule pre-blast reviews and on-site inspection if necessary.

No preblasting shall be allowed within the roadway limits.

Unless otherwise specified, trenches shall not be wider than the horizontal limits permitted, (diameter of pipe plus 2'-0" as shown on the drawings), from the elevation of trench bottom to 1'-0" above the top of the pipe.

The following minimum clearances shall be observed for all construction in rock:

- a. 8 inches from the outside diameter of any pipe.
- b. 1'-0 from the exterior surface of any manhole, catch basin, or structure.

Whenever a stub for a proposed sewer, a service lateral, an extension of a sewer or a service chimney is built in rock, the rock shall be excavated not less than 5 feet beyond the end of stub, lateral or extension and in the case of a service chimney 5 feet beyond the trench wall on each side of the chimney at right angles to the trench.

The Contractor shall at all times keep the excavation free from water. The water shall be disposed of by the Contractor in accordance with the Contract Documents and applicable laws and regulations.

The Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points, cofferdams and other means for excluding and removing water from trenches, tunnels and other parts of the work, and for preventing the slopes from sliding or caving, and shall satisfactorily remove all water which interferes with the work. The Contractor shall sufficiently de-water all trenches to completely dry out and solidify the foundation below the bottom of the structure to whatever depth is necessary below the bottom of the

pipe/structure to provide a firm, solid, completely dry foundation on which to lay the pipe or construct the structure.

The flow of all sewers, drains, service laterals, utility lines and laterals and water courses encountered shall be maintained and provided for by the Contractor without damage or nuisance to other parties. All connections shall be restored as ordered. Before any masonry is placed or any pipe is laid, suitable drains shall be provided as needed and maintained in order that the trench bottom shall be free from water and sufficiently dry at all times. No pipe shall be laid in water. Water shall not be permitted to rise to the level of the bottom of the pipe until such time as it has been inspected as to acceptability, bedded and the trench properly backfilled. No masonry of any kind laid in cement mortar shall be placed in water. No water shall be allowed to flow over or rise upon fresh concrete or mortar, and no water shall be allowed to enter the pipe until such time and under such conditions as the Engineer shall approve, (never, for water mains).

It shall be the responsibility of the Contractor to maintain and protect the pipe at all times during the Work. Any displacement of the pipe or appurtenant structures as the result of inadequate drainage protection during construction shall be the sole responsibility of the Contractor and he will be required to restore any pipe or appurtenant structure so displaced without additional compensation.

Except as otherwise provided, no direct payment shall be made for the work of dewatering as specified above or herein, but compensation for such work and all expenses incidental thereto shall be considered as having been included in the prices stipulated for the appropriate items.

Where the soil in the bottom of the trench is found to be soft or loose or in any way unsuitable, the Engineer will order it removed and replaced with "Gravel Fill", "Borrow", "Crushed Stone," or any other material that the Engineer considers suitable.

Trench backfill materials shall conform with the material types and details shown on the plans, as well as the requirements of these specifications.

Backfill on both sides of pipe and up to a depth of 1 foot over top of pipe shall be placed carefully in layers, 4 to 6 inches thick, and each layer will be tamped and compacted before the next layer is placed. Care must be taken that the fill is made compact and tight under the lower half of the pipe. Remaining backfill shall be placed in layers of not more than 8 inches in depth after compaction and shall be thoroughly compacted by means of mechanical rammers or vibrators or by pneumatic tampers. **USE OF A BACKHOE BUCKET TO COMPACT MATERIAL IS UNACCEPTABLE AND SPECIFICALLY NOT ALLOWED.** Hand tampers shall be used only around the pipe or as approved by the Engineer. All voids along the sides of the trench, behind sheeting, under bracing or other objects, shall be completely and carefully filled using such fine materials, hand labor and tools as may be necessary. Backfill materials shall be compacted to 95% of the maximum dry density as determined by AASHTO T-180 Method C.

Compaction tests will be required to determine if compacted layers meet the specified requirements. The testing will be performed as soon as practicable. Should the material being tested fail the requirements as specified, the Contractor shall remove, replace and

recompact all said material placed to that time at his own expense. The material shall then be retested for compaction at the Contractor's cost. If the initial testing finds acceptable compaction and materials and methods remain the same, compaction testing may be varied by the Engineer on subsequent layers. The Contractor shall perform compaction tests at no cost to the Owner; the Contractor shall include the cost of 10 compaction tests in his Bid.

A metallic warning tape shall be installed about two feet above the pipe crown of the sanitary sewer, laterals and/or force mains.

Backfill material shall not be allowed to be dropped from a height greater than 6 feet from the top of the existing backfill in the trench, and then only when the sewer has been covered with 2 feet of backfill. Backfill materials will not be allowed to be dropped within 5 feet of any vertical wall of any manhole, chimney or similar structure. The material used shall be of quality satisfactory to the Engineer.

All suitable materials removed in making the excavations may be used as suitable backfilling as required unless otherwise called for on the Contract Drawings or directed by the Engineer. The backfill material shall be free from large or frozen lumps, wood and other extraneous material. Where, in the opinion of the Engineer, excavated material within the planned depth of Work is unsuitable for backfilling, the Contractor shall furnish and place "Borrow", or other suitable material, as directed at no additional cost to the Owner. No backfill shall be placed in the trenches, against structures and no pipe shall be covered until the alignment, grades, joints and/or locations are verified by the Engineer and his approval obtained. Backfill placed in violation of the above may be ordered removed at the expense of the Contractor.

All inorganic soils excavated from within the trench limits shall be considered suitable for trench backfill. However, if at the time of excavation these soils are wet and saturated they shall be dried to a moisture content within 3 percent of the optimum moisture content, as determined by AASHTO T-180 Method C, prior to backfilling and compacting it in the trenches at no additional cost to the Owner. In order to attain this moisture content, the Contractor may have to stockpile this excavated material and allow it to dry. No additional compensation will be allowed for hauling such excavated material to and from stockpile areas or for any costs incurred in drying the excavated soil to the required moisture content.

The Contractor may elect to supply and haul in approved trench backfill material rather than dry out excavated soils at no additional cost to the Owner. No payment will be made for such backfill material or the disposal of the excavated soil within the planned depth of Work.

The Engineer is not under any obligation to order "Borrow" or other suitable material to be used as backfill, when, in his opinion, the inorganic soils from the excavation can, by utilization of drying or rehandling procedures, be utilized as suitable backfill.

All excavated material, as well as any and all materials used in the Work, shall be so placed as not to endanger the Work and to give free access to all hydrants, gates and pipes in the vicinity. All excavated materials shall be stockpiled so as to minimize

inconvenience to the adjoining property owners and the traveling public. All trenches shall be backfilled daily unless directed otherwise by the Engineer.

Rock excavation and other excavated material, which, in the opinion of the Engineer, cannot be used as backfill may be used in other portions of the Work as directed by the Engineer or if not so directed shall be removed from the site and disposed of by the Contractor at a disposal site supplied by the Contractor at no additional cost to the Owner.

The site of the Work will be cleaned of all rubbish and surplus or unsuitable materials and promptly restored as specified elsewhere in the Contract Documents as backfilling proceeds and work progresses. Pavements adjacent to the site of the work shall be constantly swept so as to prevent scarring of the pavement by scattered stones.

Temporary pavement shall be placed over all trenches or excavations in highways, streets and sidewalks. Temporary pavement shall conform with Section 02300 of the Specifications.

No separate payment shall be made for clean up.

All suitable excess excavated material shall be disposed of off site at no additional cost to the Owner. The Owner reserves the first right of refusal.

D. MEASUREMENT AND PAYMENT

No measurements or separate payment will be made for the Work under this Section; its cost shall be included in the Prices bid for other items, except that:

1. If Rock is encountered, its removal within the payment limits shown on the Contract Drawings will be measured for payment.

Measurement will be taken of the actual number of cubic yards of rock excavated from within the payment limits shown on the Contract Drawings required to set pipe or structure at proper grade. The Contractor shall notify the Engineer a sufficient time ahead for the Engineer to witness the Contractor's field measurements. **ALL ROCK WILL BE UNCOVERED AND MEASURED PRIOR TO BLASTING.** Otherwise, no payment will be made for rock in its undisturbed state.

Rock in trench excavation will be paid at the Unit Price per Cubic Yard for "Rock Excavation", (regardless of depth), as listed in the Bid Schedule. The Unit Price shall include the cost of all materials, equipment, tools and labor incidental to or necessary for completion of the Work. Suitable backfill material required to replace rock removed shall be included in the Bid price for Trench Excavation-Rock and will not be measured for payment separately.

2. Only If Unsuitable material is ordered removed from below the planned excavation bottom, then its removal and replacement with suitable materials ordered by the Engineer within the payment limits indicated on the Contract

Drawings and to the depth ordered will be measured for payment. Payment will be made at Unit Price per Cubic Yard for "Additional Trench Excavation and Backfill" regardless of depth ordered removed. The Unit Price shall include all materials, equipment, tools and labor incidental to or necessary for completion of the Work.

3. Unsuitable material removed and replaced with suitable material as directed by the Engineer within the planned depth of excavation (other than rock) shall not be measured for payment. The cost of the suitable material should be included in the unit bid price of pipe.

-END OF SECTION –

01605 - EXCAVATION SUPPORT SYSTEMS

A. DESCRIPTION

The Contractor shall provide a support system as necessary and in a manner that complies with all applicable Safety Codes, specifically including but not limited to the Department of Labor - Occupational Safety and Health Administration's Standards for Excavations, being publication 29CFR Part 1926 as amended. The system shall be adequate to support earth and groundwater pressures; accommodate traffic; permit access to adjacent occupied properties; protect adjacent buildings, pavements, structures and all existing utilities; provide an opening of proper depth and width in which to install the proposed pipes and other underground structures; and protect his workmen, employees of the Owner and Engineer, and the public, from death or injury from bank failure, earth collapse or earth movement of any nature. Generally, all trenches and excavations over 5 feet in depth, and any other unstable material, shall be protected against the hazard of collapse.

The Contractor shall be entirely and solely responsible for the adequacy and sufficiency of the system and of all steel sheet piling, timber sheet piling, steel plates, bracing, shoring, underpinning, coffer damming, etc. The Contractor shall assume the entire responsibility for damages due to injury to persons or damage to adjacent pavements at public and private property, (including but not limited to the Work under construction, existing buildings, facilities, etc.) if such injury or damage results directly from said Contractor's failure to install an adequate and sufficient support system.

The support system may be left in place at the option of the Contractor to serve his own interest, to protect existing facilities, the Work built or to be built under this Contract, or for the safety of the public, etc., at no cost to the Owner.

It is expressly understood and agreed that removing or leaving-in-place the support system, shall not relieve the Contractor from any responsibility for any loss or damage whatever due to omission of or failure of the system.

The Contractor may, with the approval of the Engineer, lay back slopes in accordance with the provisions of the applicable Safety Code, (as described above), in order to avoid the necessity for a support system or limiting the quantity thereof. However, in the case of trenches, the toe of this slope will not be lower than one foot above the top of the pipe to be installed. A level bench of at least two (2) feet in width shall be maintained between the toe of the sloped section and vertical trench excavation for pipes with an outside diameter of six (6) feet or less, for pipes with an outside diameter of six (6) feet, a minimum of four (4) foot bench shall be provided.

Portable trench boxes or sliding trench shields designed solely for the protection of personnel IS NOT a support system. The support system must be designed to support the undisturbed face of the trench or excavation.

B. MATERIALS

Bracing, shoring, sheeting and other supports, shall be in accordance with the requirements of the applicable Safety Code.

All steel sheet piles shall be continuous and interlocking with materials conforming to the provisions of ASTM Specification A-328 or equal.

C. CONSTRUCTION METHODS

Unless expressly authorized by the Engineer, sheeting shall be advanced ahead of the excavation. If it is necessary to excavate below the sheeting to facilitate its advancement, care shall be taken to prevent voids behind the sheeting but if the voids are formed, they shall be promptly filled with approved material and compacted to the satisfaction of the Engineer.

Pilot cuts for trenches/excavations shall not exceed five (5) feet at any time.

The Engineer may reduce the depth of the pilot cut should the soil and subsurface conditions warrant such action. Sheet piling must be driven in drop hammer or other methods approved in writing by the Engineer below the area of the pilot cut. Driving of sheet piling above the pilot cut is subject to the directions of the Engineer. The Engineer may direct the Contractor to use other types of equipment, and to review the procedure during the excavation of the pilot cut and the driving of the sheet piling should it be found necessary to do so.

Vibratory driving hammers may be used when specifically authorized by the Engineer.

If sheeting is to be removed, the backfilling, in accordance with sections "Trench Excavation and Backfill" or "Structure Excavation," shall proceed (1) simultaneously with the withdrawal of sheeting and as each layer is compacted, or (2) up to each set of rangers and braces; the next set of rangers and braces, etc.... up to the top of the excavation.

Alternate sections of sheeting from the left side and right side of the trench/area shall be removed and the cavity remaining there from shall be jetted thoroughly by high-pressure water, starting at the toe of the sheeting and being drawn to the surface. Sand shall be inserted with the jetting process. Where the bottom of the excavation is not free draining material (some areas of organic material or miscellaneous fill) or where granular backfill is not available or ordered by the Engineer, the jetting shall be very carefully done with a minimum amount of water being expended. In such locations, the Contractor may request the approval of the Engineer for other compaction methods in the sheeting cavity.

Any portions of the support system which are within three feet of the existing or proposed finished grade may not be left in place without prior permission of the Engineer. This may require that the Contractor cut off sheeting at this elevation at no additional cost to the Owner.

Sheeting shall be cut away and removed from in front of capped outlets or other branches or inlets set in the pipe for future connections to permit conveniently finding them and making future connections.

Sheeting used in streets, where the excavation is to be left open during non-working hours, shall extend 42 inches above existing grades to protect pedestrian and vehicular traffic from the open excavation or other suitable protection provided. Such sheeting or other protection shall be suitably lighted, conforming to the Section "Maintenance and Protection of Traffic".

D. MEASUREMENT AND PAYMENT

No measurements or separate payment will be made for the Work under this Section; its cost shall be included in the Prices bid for other items.

- END OF SECTION -

01606 - FINAL CLEAN UP, FINAL RESTORATION

A. DESCRIPTION

Before finally leaving the site, the Contractor shall wash and clean all surfaces which have become soiled or marked. The Contractor shall remove from the site all accumulated debris and surplus materials of any kind which have resulted from his operations, including construction equipment, tool sheds, sanitary enclosures, etc. All equipment, improvements, fixtures, and work which he has installed shall be left in a clean manner. The completed project shall be turned over in a neat and orderly condition. All drainage structures and pipes shall be cleaned of debris.

Final cleaning and repairing shall be scheduled so as to be finished upon completion of the construction work. The Engineer will make his inspection of the work during the progress of the final clean up or repair, and any areas finally accepted shall be maintained in a clean condition until the acceptance of the entire project. If any portion of the work is found by the Engineer to be unsatisfactory, further orders for repair or cleaning shall be issued to the Contractor and another final inspection shall be scheduled. The final payment will not be processed until the Contractor has complied with the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the final work is properly and satisfactorily constructed in accordance with the requirements of the contract documents.

B. MATERIALS

The materials for this section are at the discretion of the Contractor provided they cause no nuisance or hazard to the public or the work.

D. MEASUREMENT AND PAYMENT

The Work under this Section will not be measured or paid for separately. The cost of this Work as specified above, including all labor, materials, and equipment shall be included in the price bid for "Turf Establishment"

- END OF SECTION -

01607 – PAVEMENT REMOVAL

A. DESCRIPTION

The Work under this Section consists of the satisfactory removal of all asphalt and/or concrete pavements and/or bases, bituminous concrete sidewalks and/or concrete sidewalks required as directed by the Engineer.

C. CONSTRUCTION METHODS

Pavement to be removed shall be cut uniformly along the lines shown on the Contract Drawings or as directed by the Engineer.

Bituminous pavement/base to be removed shall be cut by pneumatic hammer provided with clay spade, saw or other approved methods.

After the pavement has been cut, the Contractor shall exercise care during breaking and removal of the pavement in order that the adjacent pavement outside the cut will not be damaged.

The Contractor shall remove the excavated pavement from the site and dispose of at a disposal area supplied by the Contractor at no additional cost to the Owner; or the Engineer may direct the Contractor to incorporate this material in other parts of the Work.

No sections or pieces of pavement shall be used for trench backfill and all such materials shall be kept separate from other excavated materials.

D. MEASUREMENT AND PAYMENT

No measurements or separate payment will be made for bituminous pavement removal, concrete sidewalk removal or concrete curbing removal. The cost of this work shall be included in the prices bid for other items. Measurement and Payment for cutting concrete pavement shall be measured and paid for per linear foot as listed in the bid schedule. The contractor shall provide equipment, labor, and materials to cut concrete pavement up to 12 inches in thickness under this item.

- END OF SECTION -

ELECTRICAL CONDUIT 10.08

A. Description

This item shall consist of furnishing and installing conduit of the size and type specified with necessary fittings, where called for, at locations shown on the plans or as directed by the Engineer and in accordance with these specifications.

B. Materials:

Materials shall meet the requirements of M.15.09.

C. Construction Methods:

The conduit shall be installed in the locations and to the dimensions shown on the plans or as directed by the Engineer.

All conduit runs shall be installed in a neat and workmanlike manner in accordance with recognized trade practices.

Trenching and backfilling of conduit shall be as specified in 10.01.

All conduit shall be installed in strict accordance with the current NEC.

Where conduit is to be capped, a commercial pipe or conduit cap shall be used. An expansion fitting shall be used wherever required by an expansion joint in the structure. Upon completion of the work, all conduits shall be cleaned, swabbed and free from obstructions and burrs.

For buried conduit, marking tape shall be installed in the trench at the depth and to the requirements as set forth in the 1.05.15.

After all cable has been installed, UL approved duct sealing compound shall be installed in the ends of all conduit which terminates in foundations, handholes, junction boxes and manholes.

1. Conduit Surface: Beam clamps or conduit strips with back spacers shall be provided at intervals in accordance with the NEC. Expansion fittings shall be installed at all expansion joints. All surface mounted conduit on wood poles shall be bonded to a driven ground rod. Stand-offs shall be installed in accordance with serving utility company regulations.

2. Conduit in Trench: Trenches shall be of the depth and cross section shown on the plans or as directed by the Engineer. All conduit shall have a minimum covering of 2 feet.

3. Conduit Under Roadway: Installations shall be such as to avoid pockets in runs. Conduit shall have a minimum cover of 2 feet. Each end of conduit runs shall terminate with a cap in a concrete handhole as shown on the plans. The Contractor shall coordinate the placement of the conduit prior to the placement of the pavement. Where conduit is to be installed under an existing roadway a trench shall be opened and conduit installed as shown on plans, or as directed by the Engineer. The trench shall be backfilled with suitable material and the surface shall be restored to original condition.

4. Conduit in Structure: It shall be the Contractor's responsibility to coordinate the setting of all conduit in structure prior to pouring concrete. Expansion fittings shall be installed at all expansion joints. Where shown on the plans, outlet boxes with the conduits properly connected and conduit hanger inserts with proper sized nuts installed, shall be accurately and securely placed in the forms for concrete. Care shall be taken during the placing of the concrete around these boxes and inserts to consolidate the concrete thoroughly, preventing voids and honeycomb and to prevent any material displacement of the boxes or inserts. Sealed bonding bushing shall be provided at each conduit outlet in all boxes.

5. Conduit Under Slope Protection: Conduit shall be installed in trench under bridge slope protection or between the slope protection and the edge of pavement at the locations and to the dimensions shown on the plans or as directed by the Engineer. The conduit shall have a minimum cover of 2 feet under finish grade and each end of the conduit shall extend 10 feet beyond the limits of the slope protection. All conduit shall terminate with a standard pipe cap and the trench shall be backfilled with suitable material. The Contractor shall coordinate the placement of the conduit prior to the placement of slope protection.

D. Measurement and Payment

Conduit will be measured for payment by the actual number of linear feet of the type and size installed and accepted. The measured length shall be from end to end along the centerline through all fittings.

Basis of Payment: This work will be paid for at the Contract unit price per linear foot for “(Size) (Kind) Conduit-(Type).” The price shall include all materials required including expansion fittings, conduit fittings, locknuts, bonding bushings, bonding wire, hangers, clamps, duct seal, caps, inserts, equipment, tools, labor and work incidental thereto. Trenching and backfilling shall be paid under 10.01. No payment for trenching and backfilling will be made for conduit installed during construction under new pavement or in fill areas of new median barrier curb installations. Pay Item Pay Unit (Size) (Kind) Conduit (Type) l.f.

- END OF SECTION -

02300 SITE PAVEMENT

A. DESCRIPTION

The Contractor shall provide the necessary labor, materials, tools, and equipment to construct the bituminous concrete pavement at the pump station site. The Work under this Section shall also include pavement cutting, removal as specified previously, the preparation of sub-grade, placement of compacted gravel fill sub-base, processed aggregate base, two courses of bituminous concrete and any other materials as may be required for the satisfactory installation of the permanent in accordance with the Contract Drawings, these Specifications and as directed by the Engineer.

B. MATERIALS

1. GRAVEL SUBBASE shall conform to Article M.02.02 of the Standard Specifications.
2. PROCESSED AGGREGATE BASE- Shall conform to Article M.05.01 of the Standard Specifications.
3. BITUMINOUS CONCRETE MIXTURES- Shall conform to Article M.04.01 of the Standard Specifications for the Class indicated on the plans or as ordered by the Engineer.

C. CONSTRUCTION METHODS

1. PREPARATION OF SUB-GRADE- Shall conform to Article 2.09.03 of the Standard Specifications.
2. SUBBASE shall conform to Article 2.12.03 of the Standard Specifications.
3. PROCESSED AGGREGATE BASE shall conform to Article 3.04.03 of the Standard Specifications.
4. BITUMINOUS CONCRETE MIXTURES shall conform to Article 4.06.03 of the Standard Specifications of the Classes and thickness indicated on the plans.

- END OF SECTION -

A. DESCRIPTION

The work under this Section consists of furnishing and shaping topsoil, or placing, spreading and shaping topsoil from stockpile or stripped areas; on the areas shown on the Contract Drawings, required for Restoration or where directed by the Engineer. The minimum depth of topsoil shall be 4 inches unless stated otherwise on the Contract Drawings or ordered by the Engineer. Work also includes furnishing and placing agricultural dolomitic limestone, and fertilizer as needed, and seed and/or mulch at the rates and by the method specified herein.

B. MATERIALS

1. TOPSOIL, shall conform to the requirements of Article M.13.01.1 of the Standard Specifications.
2. LIME shall be standard commercial ground dolomitic limestone.
3. FERTILIZER shall be a composite commercial fertilizer, bearing the manufacturer's guaranteed statement of analysis, and meeting the following minimum requirements of 10% nitrogen, 10% phosphoric acid, and 10% potash, with at least 50% of the nitrogen being organically carried, shall be spread at the rate of 10 pounds per 1,000 square feet. The fertilizer and agricultural lime shall be applied to the lawn area by mechanical distributor, and thoroughly and evenly incorporated with the soil to a depth of four (4") inches by discing or other method approved the by Engineer.
4. GRASS SEED shall be fresh, clean and new crop seed composed of the following varieties mixed in proportion and testing minimum percentages of purity and germination indicated:

Perennial Ryegrass	20 Parts
Kentucky Blue	40 Parts
Chewing New Zealand Fescue	40 Parts

C. CONSTRUCTION METHODS

Placement of topsoil shall comply with Article 9.44.03 of the Standard Specifications as amended herein.

Stones and debris over 1 inch in diameter shall be removed from the surface of the topsoil by raking in order to provide an adequate bed for seeding or sodding.

Prior to placing any topsoil all surfaces shall be scarified by raking, discing or other approved means to a minimum depth of 2 inches. On sloped areas the raking or discing shall be done parallel to the contours to minimize erosion.

In order to minimize air and stream pollution, plant cover or erosion preventing materials shall be established as soon as possible on all bare earth.

Placement of lime, fertilizer, seed and mulch shall be agronomically acceptable and feasible.

Seed shall be spread at least four days after fertilization of the soil by an approved mechanical method and at the rate of 20 pounds per thousand square feet. Seed shall be lightly raked into the soil to a depth of approximately 1/8 inch (and not more than 1/4 inch) and the entire seeded area shall be rolled with a light weight roller. Planting seasons shall be between March 1st and June 15th, or between September 1st and October 15th.

Areas seeded shall be mulched unless otherwise ordered by the Engineer. Wood-chip mulch shall not be used on seeded areas; unless otherwise shown on the Contract Drawings or called for elsewhere in the Contract Documents, hay mulch will be used.

The Contractor shall be required to replant, at no additional cost to the Owner, using full amounts of all specified materials, those areas damaged by wind, washout, fire, equipment, pedestrian traffic, or other natural or man-made occurrences, to the satisfaction of the Engineer.

The work shall not be complete until all stones over one (1) inch in diameter, glass, cables, bale wire, and other debris have been removed from the seeded areas. Clean-up shall include the removal of all debris resulting from the seeding or planting operations on shoulders, pavement or adjacent property, public and private. The Contractor shall be required to shape, grade and establish vegetative cover in accordance with the specifications and Contract Drawings on all areas disturbed outside the normal limits of construction. The Contractor shall be required to maintain and water the grass as required through the first cutting. Periods of cutting shall be as ordered or approved by the Engineer or when the grass reaches four inches in height.

- END OF SECTION -

02316- DECORATIVE CONCRETE FINISH

A. Description

1. Splatter Texture or Knockdown Finish (Decorative Concrete Finish) products consist of proprietary blends of high performance polymer formulations, cement, aggregates, sealer resins, stains & pigments intended to be used as a decorative and restoration coatings and finishes.
2. Provide all labor, materials and equipment necessary to apply the desired Splatter Texture or Knockdown Finish (Decorative Concrete Finish) finish and sealer over horizontal concrete surfaces.

Submittals

1. Samples
 - a. The contractor shall make and submit two, 2'x2' sized samples of the proposed finish to the architect, project manager and/or owner for approval.
 - b. Manufacturer's product information and specifications.

Quality Assurance

1. Qualifications
 - a. Manufacturer shall be ELITE CRETE SYSTEMS or equal
 - b. The contractor/installer shall be listed with manufacturer as a trained contractor and shall possess a current manufacturer trained contractor certificate.
2. Substrates
 - a. Products shall be applied over the following concrete substrates when prepared in accordance with this specification and the manufacturer Product Information Sheets pertaining to the desired finish.
 - Concrete on Grade
 - Concrete Decks
 - Other approved substrates
 - b. All concrete decks shall be sloped for positive drainage a minimum of 1/8" per linear foot.
 - c. The contractor/installer shall verify that the proposed substrate has been properly prepared in accordance with Product Information Sheet pertaining to the desired finish, prior to application of the Splatter Texture or Knockdown Finish (Decorative Concrete Finish).

Delivery, Storage and Handling

1. All materials shall be delivered to the job site in the original, unopened packages with labels intact. Upon arrival, materials shall be inspected for physical damage or freezing. Questionable materials shall not be used.
 2. Minimum storage temperature shall be 40° F. Maximum storage temperature shall be 100° F. All materials shall be stored in a dry location, out of direct sunlight and protected from weather and other damage in accordance with material safety data sheets.
1. Environmental Conditions:
 - a. The ambient air and surface temperature shall be a minimum of 45° F and a maximum of 110° F and shall remain so for at least 24 hours.
 2. Protection
 - a. Adjacent areas and materials shall be protected from damage, drops, and spills.

02316- DECORATIVE CONCRETE FINISH

- b. The ELITE CRETE SYSTEMS materials shall be protected by permanent or temporary means from weather and other damage, prior to, during, and immediately after application. Care must be taken to prevent condensation and/or heat build up when using a tarp or plastic as protection.
- 3. Sequencing and Scheduling
 - a. Application shall be coordinated with other construction trades.
 - b. Sufficient labor and equipment shall be employed to ensure a continuous operation.

B. Materials

General

- 1. Cementitious Polymer Modified Products and Sealers shall be supplied by ELITE CRETE SYSTEMS or equal or its authorized distributors. Substitutions or additions of other materials must be approved in writing by the Engineer.

Components

- 1. THIN-FINISH™ Overlay
- 2. PORTION CONTROL COLORANT™ - (color (s) to be determined)
- 3. CSS EMULSION™ (exterior use only)

Equipment

- 1. Mixing shall be one in a clean mixing container with a clean mixing blade by a variable speed drill. Refer to manufacturer Product Information Sheet pertaining to the desired finish for a complete list of recommended tools.

C. Construction Methods

Inspection

- 1. Examination of Substrate. In accordance with Quality Assurance, Section 2, a thru c.

Substrate Preparation

- 1. Concrete on Grade and Concrete Decks
 - a. Concrete shall have cured a minimum of 28 days prior to application of the finish.
 - b. All undermined, cracked, spalled, etc. concrete must be repaired prior to applying the finish over the concrete surface.
- 2. All concrete surfaces must be cleaned to remove all grease, oil, dust, dirt, paint, sealers, efflorescence etc. which may impair the adhesion of the ELITE CRETE SYSTEMS materials. Refer to the Product Information Binder for more information.

Field Quality Control

- 1. The contractor/installer shall be responsible for the proper application of the materials.

Cleaning

- 1. All excess materials shall be removed from the job site by the contractor/installer upon completion of each project.

02316- DECORATIVE CONCRETE FINISH

2. All surrounding areas, where the ELITE CRETE SYSTEMS finish has been applied, shall be left free of debris and foreign substances resulting from the contractor's work.

D. Measurement and Payment

No measurement or separate payment shall be made for this work. The cost for which shall be included in the unit price bid for "Decorative Concrete".

02320 – Remove Existing Catch Basin Top, Install New Frame with Granite Curb Inlet

A. DESCRIPTION

This work shall include all materials and equipment to remove the existing catch basin top and install a new granite curb inlets and catch basin tops.

- END OF SECTION -

A. DESCRIPTION

The Work under this Section shall apply to all disturbance, either temporary or permanent, occurring adjacent to waterbodies. Waterbodies shall include swamps, streams, rivers, watercourses, lakes, ponds or other area of water impoundment. "Disturbance" shall be understood to mean any modification to the land that exposes or otherwise destabilizes the surface such that there is the possibility of erosion, sedimentation, or pollutant transfer that would affect a waterbody. Construction of roadways, parking lots, sewers, force mains, pumping stations, storm drains, surface drainage swales, retention ponds, and/or any other similar activity are included as sources of "disturbance".

The Work shall consist of measures to control surface runoff, erosion, sedimentation, and water pollution through the use of berms, dikes, dams, sediment basins, netting, silt fence, hay mats, mulches, grasses, slope drains, ditches, channels, riprap, grading, and/or other erosion control devices as directed.

B. MATERIALS

The materials shall be satisfactory to the Engineer and may include, but shall not be limited to, the following materials:

1. Mulches may be hay, straw, wood cellulose, wood chips, stone, netting, burlap, plastic sheets or other suitable mulch material acceptable to the Engineer. Mulches shall be reasonably clean and free of noxious weeds and deleterious materials.
2. Slope drains or ditches may be constructed of pipe, rubble, riprap, sod, burlap, plastic sheets, portland cement concrete, bituminous concrete or other material satisfactory to the Engineer.
3. Grass shall conform to the specifications for "LOAMING AND SEEDING" except that the seeding may be altered by the Engineer if requested by the Contractor to suit special areas of conditions.

C. CONSTRUCTION METHODS

1. The Engineer has the authority to control the surface area of earth materials exposed by construction operations and to direct the Contractor to immediately provide permanent or temporary pollution control measures to prevent contamination of adjacent waterbodies. Every effort shall be made by the Contractor to prevent erosion on the site and abutting property.

All slopes of stock pile material and other disturbed areas shall be stabilized by mulching, seeding or otherwise protected as the work progresses to comply with the intent of this specification. All damaged areas shall be repaired as soon as possible. The Engineer shall limit the surface area of earth material exposed if the Contractor fails to sufficiently protect the slopes to prevent pollution.

WATER POLLUTION CONTROL (SOIL EROSION)

The Contractor shall at all times have on hand the necessary materials and equipment to provide for early slope stabilization and corrective measures to damaged slopes.

Temporary channels, ditches and outfalls shall be protected prior to directing water into them to prevent erosion.

The erosion control features installed by the Contractor shall be maintained by the Contractor, and he shall remove such installations if ordered by the Engineer.

The Contractor shall operate all equipment and perform all construction operations so as to minimize pollution. The Contractor shall cease any of his operations which will increase pollution during rain storms.

2. In all cases involving work in a waterbody, every effort should be made to return the waterbody to the highest possible standard for aesthetic value, water quality and fish habitat.
3. Care shall be taken to prevent or reduce to a minimum any damage to any waterbody from pollution by debris, sediment or other material or from the manipulation of equipment and/or materials in or near such waterbodies. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the stream shall not be directly returned to the stream. Such waters will be diverted through a settling basin or filter before being directed into the waterbody.

If water is taken from a waterbody for construction purposes and an impounding structure is necessary, such structure shall be erected in a manner causing the least possible disturbance to the waterbody.

- END OF SECTION -

TURF ESTABLISHMENT EROSION CONTROL MATTING

9.50.01—Description: The work included in this item shall consist of providing an accepted uniform stand of established perennial turf grasses by furnishing and placing fertilizer, seed, and mulch on all areas to be treated as shown on the plans or where designated by the Engineer. The work will also include the installation of erosion control matting, as shown on the plans or where designated by the Engineer, consisting of mulch and netting woven together as a unit.

9.50.02—Materials:

- Seed shall meet the requirements of Article M.13.04.
- Fertilizer shall meet the requirements of Article M.13.03.
- Mulch shall meet the requirements of Article M.13.05.
- Erosion control matting, if required, shall be from the Department's Qualified Products List and shall meet the requirements of Article M.13.09.

9.50.03—Construction Methods: Construction Methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

1. Preparation of the Seedbed:

a) Level areas, medians, interchanges and lawns: These areas shall be made friable and receptive for seeding by disking or by other approved methods to the satisfaction of the Engineer. All disturbed soil areas at final grade shall be seeded within 7 days, or as directed by the Engineer, in accordance with these specifications. In all cases, the final prepared and seeded soil surface shall meet the lines and grades for such surface as shown in the plans, or as directed by the Engineer.

b) Slope and Embankment Areas: These areas shall be made friable and receptive to seeding by disking or by other approved methods which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface.

c) All areas to be seeded shall be reasonably free from weeds taller than 3 in. Removal of weed growth from the slope areas shall be by approved methods, including hand-mowing, which do not rut or scar the slope surface, or cause excessive disruption of the slope line or grade. Seeding on level areas shall not be permitted until substantially all weed growth is removed. Seeding on slope areas shall not be permitted without removal or cutting of weed growth except by written permission of the Engineer.

2. Seeding Season: The optimal calendar dates for seeding are:

Spring—March 15 to June 30

Fall—August 15 to October 30

- All disturbed soil areas at final grade shall be seeded within 7 days, in accordance with these specifications.
- Any seeding outside the optimal dates shall be performed in the same manner. Since acceptable turf establishment is less likely, the Contractor shall be responsible for reseeding until the turf stand conforms to Subarticle 9.50.03-5.

3. Seeding Methods: The grass seed mixture shall be applied by any agronomically acceptable procedure. The rate of application shall be no less than 175 lb./ac.

Fertilizer shall be initially applied at a rate of 320 lb./ac during or preceding seeding. When wood fiber mulch is used, it shall be applied in a water slurry at a rate of 2,000 lb./ac with or immediately after the application of seed, fertilizer and limestone (if limestone is required). When the grass seeding growth has attained a height of 6 in, the specified areas designated herein shall be mowed to a height of 3 in. Following mowing, all seeding grass areas (mowed and un-mowed) shall receive a uniform application of fertilizer hydraulically placed at the rate of 320 lb./ac.

4. Disturbance: The Contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where any disturbance has occurred, the Contractor shall rework the soil to make a suitable seedbed, then re-seed and mulch such areas with the full amounts of the specified materials, at no additional cost to the State.

5. Stand of Perennial Turf Grasses: The Contractor shall provide and maintain a uniform stand of established turf grass species having attained a height of 6 in consisting of no less than 100 plants per square foot throughout the seeded areas until the entire Project has been accepted. Reseeding required to achieve and maintain a uniform stand of established turf grass species shall be at no additional cost to the State.

6. Establishment: The Contractor shall keep all seeded areas free from weeds and debris, such as stones, cables, baling wire, and shall mow at its own expense, on a 1-time-only basis, all slopes 4:1 or less (flatter) and level turf established (seeded) areas to a height of 3 in when the grass growth attains a height of 6 in.

Clean-up shall include, but not be limited to, the removal of all debris from the turf establishment operations on the shoulders, pavement or elsewhere on adjacent properties publicly and privately owned.

7. Erosion Control Matting: Erosion control matting shall be installed following seeding where called for on the plans or as directed by the Engineer. Staples shall be installed as per manufacturer's recommendations. Where 2 lengths of matting are joined, the end of the up-grade strip shall overlap the down-grade strip per the manufacturer's recommendations.

The Contractor shall maintain and protect the areas with erosion control matting until such time as the turf grass is established. The Contractor shall replace or repair at its own expense any and all erosion control matting areas damaged by fire, water or other causes including the operation of construction equipment. No mowing will be required in the locations where erosion control matting is installed.

9.50.04—Method of Measurement: This work will be measured for payment by the number of square yards of surface area of accepted established perennial turf grass as specified or by the number of square yards surface area of seeding actually covered and as specified. Erosion control matting will be measured by the number of square yards of surface area of erosion control matting installed and accepted.

9.50.05—Basis of Payment: This work will be paid for at the Contract unit price per square yard for “Turf Establishment” which price shall include all materials, mowing, maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

Erosion control matting will be paid for at the Contract unit price per square yard for “Erosion Control Matting” complete in place and accepted, which price shall include the hay mulch, netting, staples, maintenance, equipment, tools, labor, and work incidental thereto.

Pay Item Pay Unit

Turf Establishment s.y.

Erosion Control Matting s.y.

ITEM #0969062A - CONSTRUCTION FIELD OFFICE, MEDIUM

Description: Under the item included in the bid document, adequate weatherproof office quarters with related materials, equipment and other services, shall be provided by the Contractor for the duration of the work, and if necessary, for a close-out period determined by the Engineer. The office, materials, equipment, and services are for the exclusive use of CIDOT forces and others who may be engaged to augment CIDOT forces with relation to the Contract. The office quarters shall be located convenient to the work site and installed in accordance with Article 1.08.02. This office shall be separated from any office occupied by the Contractor. Ownership and liability of the

office quarters shall remain with the Contractor.

Materials/Supplies/Equipment: Materials shall be in like new condition for the purpose intended

and shall be approved by the Engineer.

Office Requirements: The Contractor shall furnish the office quarters and equipment as described below.

Description \ Office Size	Small	Med.	Large	Extra Large
Minimum Sq. Ft. of floor space with a minimum ceiling height of 7 ft.	400	400	1000	2000
Minimum number of exterior entrances.	2	2	2	2
Minimum number of parking spaces.	7	7	10	15

Office Layout: The office shall have a minimum square footage as indicated in the table above, and shall be partitioned as shown on the building floor plan as provided by the Engineer.

Tie-downs and Skirting: Modular offices shall be tied-down and fully skirted to ground level.

Lavatory Facilities: For field offices sizes, Small and Medium the Contractor shall furnish a toilet facility at a location convenient to the field office for use by Department personnel and such assistants as they may engage; and for field offices sizes Large and Extra Large the Contractor shall furnish two (2) separate lavatories with toilet (men and women), in separately enclosed rooms that are properly ventilated and comply with applicable sanitary codes. Each lavatory shall have hot and cold running water and flush-type toilets. For all facilities, the Contractor shall supply lavatory and sanitary supplies as required.

Windows and Entrances: The windows shall be of a type that will open and close conveniently, shall be sufficient in number and size to provide adequate light and ventilation, and shall be fitted with locking devices, blinds and screens. The entrances shall be secure, screened, and fitted with a lock for which four keys shall be furnished. All keys to the construction field office shall be furnished to the Department and will be kept in their possession while State personnel are using the office. Any access to the entrance ways shall meet applicable building codes with appropriate handrails. Stairways shall be ADA/ABA compliant and have non-skid tread surfaces. An ADA/ABA compliant ramp with non-skid surface shall be provided with the Extra-Large field office.

Lighting: The Contractor shall equip the office interior with electric lighting that provides a minimum illumination level of 100 foot-candles at desk level height, and electric outlets for each desk and drafting table. The Contractor shall also provide exterior lighting that provides a minimum illumination level of 2 foot-candles throughout the parking area and for a minimum distance of 10 ft. on each side of the field office.

Additional Equipment, Facilities and Services: The Contractor shall provide at the field office at least the following to the satisfaction of the Engineer.

Parking Facility: The Contractor shall provide a parking area, adjacent to the field office, of sufficient size to accommodate the number of vehicles indicated in the table above. If a paved parking area is not readily available, the Contractor shall construct a parking area and driveway consisting of a minimum of 6 inches of processed aggregate base graded to drain. The base material will be extended to the office entrance.

Field Office Security: Physical Barrier Devices - This shall consist of physical means to prevent entry, such as: 1) All windows shall be barred or security screens installed; 2) All field office doors shall be equipped with dead bolt locks and regular day operated door locks; and 3) Other devices as directed by the Engineer to suit existing conditions.

Electric Service: The field office shall be equipped with an electric service panel to serve the electrical requirements of the field office, including: lighting, general outlets, computer outlets, calculators etc., and meet the following minimum specifications:

- A. 120/240 volt, 1 phase, 3 wires
- B. Ampacity necessary to serve all equipment. Service shall be a minimum 100 amp dedicated to the construction field office.
- C. The electrical panel shall include a main circuit breaker and branch circuit breakers of the size and quantity required.
- D. Additional 120 volts, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed at each computer workstation location.
- E. Additional 120 volts, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles will be installed, for use by the Telephone Company.
- F. Additional 120-volt circuits and duplex outlets as required meeting National Electric Code requirements.
- G. One exterior (outside) wall mounted GFI receptacle, duplex, isolated ground, 120 volts, straight blade.
- H. After work is complete and prior to energizing, the State's CIDOT electrical inspector, must be contacted at 860-594-2240. (Do Not Call Local Town Officials)
- I. Prior to field office removal, the CIDOT Office of information Systems (CIDOT OIS) must be notified to deactivate the communications equipment
- J. .

Heating, Ventilation and Air Conditioning (HVAC): The field office shall be equipped with sufficient heating, air conditioning and ventilation equipment to maintain a temperature range of 68°-80° Fahrenheit within the field office.

Telephone Service: The Contractor shall provide telephone service with unlimited nation-wide calling plan. For a Small, Medium and Large field office this shall consist of the installation of two (2) telephone lines: one (1) line for phone/voice service and one (1) line dedicated for the facsimile machine. For an Extra-Large field office this shall consist of four (4) telephone lines: three (3) lines for phone/voice service and one (1) line dedicated for facsimile machine. The Contractor shall pay all charges.

Data Communications Facility Wiring: Contractor shall install a Category Se 468B patch panel in a central wiring location and Cat Se cable from the patch panel to each PC station, terminating in a (category Se 468B) wall or surface mount data jack. The central wiring location shall also house either the data circuit with appropriate power requirements or a category 5 cable run to the location of the installed data circuit. The central wiring location will be determined by the CTDOT OIS staff in coordination with the designated field office personnel as soon as the facility is in place.

For a Small, Medium and Large field office the Contractor shall run a CAT Se LAN cable a minimum length of 25 feet for each computer to LAN switch area leaving an additional 10 feet of cable length on each side with terminated RJ45 connectors. For an Extra-Large field office the Contractor shall run CAT Se LAN cables from workstations, install patch panel in data circuit demark area and terminate runs with RJ45 jacks at each computer location. Terminate runs to patch panel in LAN switch area. Each run / jack shall be clearly labeled with an identifying Jack Number.

The installation of a data communication circuit between the field office and the CTDOT OIS in Newington will be coordinated between the CTDOT District staff, and the local phone company. The CTDOT District staff will coordinate the installation of the data communication service with CTDOT OIS once the field office phone number is issued. The Contractor shall provide the field office telephone number(s) to the CTDOT Project Engineer within 10 calendar days after the signing of the Contract as required by Article 1.08.02. This is required to facilitate data line and computer installations.

The following furnishings and equipment shall be provided in the applicable field office type:

Furnishing Description	Office Size			
	Small	Med.	Large	Extra Large
	Quantity			
Office desk (2.5 ft x 5 ft) with drawers, locks, and matching desk chair that have pneumatic seat height adjustment and dual wheel casters on the base.	1	3	5	8
Standard secretarial type desk and matching desk chair that has pneumatic seat height adjustment and dual wheel casters on the base.	-	-	-	1
Personal computer tables (4 ft x 2.5 ft).	2	3	5	8
Drafting type tables (3 ft x 6 ft) and supported by wall brackets and legs; and matching drafters stool that have pneumatic seat height adjustment, seat back and dual wheel casters on the base.	1	1	1	2
Conference table, 3 ft x 12 ft.	-	-	-	1
Table-3 ft x 6 ft.	-	-	-	1
Office Chairs.	2	4	8	20
Mail slot bin - legal size.	-	-	1	1
Non-fire-resistant cabinet.	-	-	2	4
Fire resistant cabinet (legal size/4 drawer), locking.	1	1	2	3
Storage racks to hold 3 ft x 5 ft display charts.	-	-	1	2
Vertical plan racks for 2 sets of 2 ft x 3 ft plans for each rack.	1	1	2	2
Double door supply cabinet with 4 shelves and a lock -6 ft x 4 ft.	-	-	1	2
Case of cardboard banker boxes (Min 10 ea.)	1	1	2	3
Open bookcase - 3 shelves - 3 ft long.	-	-	2	2
White Dry-Erase Board, 36" x 48" min. with markers and eraser.	1	1	1	1
Interior partitions - 6 ft x 6 ft, soundproof type, portable and freestanding.	-	-	6	6
Coat rack with 20 coat capacities.	-	-	-	1
Wastebaskets - 30 gal., including plastic waste bags.	1	1	1	2
Wastebaskets - 5 gal., including plastic waste bags.	1	3	6	10
Electric wall clock.	-	-	-	2
Telephone.	1	1	1	-
Full size stapler 20 (sheet capacity, with staples)	1	2	5	8
Desktop tape dispensers (with Tape)	1	2	5	8

Business telephone system for three lines with ten handsets, intercom capability, and one speaker phone for conference table.	-	-	-	1
Mini refrigerator - 3.2 c.f. min.	1	1	1	1
Hot and cold water dispensing unit. Disposable cups and bottled water shall be supplied by the Contractor for the duration of the project.	1	1	1	1
Microwave, 1.2 c.f., 1000W min.	1	1	1	1
Fire extinguishers - provide and install type and *number to meet applicable State and local codes for size of office indicated, including a fire extinguisher suitable for use on a computer terminal fire.	*	*	*	*
Electric pencil sharpeners.	1	2	2	2
Electronic office type printing calculators capable of addition, subtraction, multiplication and division with memory and a supply of printing paper.	1	1	2	4
Small Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Hardware and Software</u> .	1	1		
Large Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under <u>Computer Hardware and Software</u> .			1	1
Computer System as specified below under <u>Computer Hardware and Software</u> .	2	3	5	8
Digital Camera as specified below under <u>Computer Hardware and Software</u> .	1	1	3	3
Video Projector as specified below under <u>Computer Hardware and Software</u> .	-	-	-	1
Smart Board as specified below under Computer Hardware and Software.	-	-	-	1
Infrared Thermometer, including annual third party certified calibration, case, and cleaning wipes.	1	1	1	2
Rain Gauge.	1	1	1	1
Concrete Curing Box as specified below under Concrete Testing Equipment.	1	1	1	1
Concrete Air Meter and accessories as specified below under Concrete Testing Equipment as specified below. Contractor shall provide third party calibration on a quarterly basis.	1	1	1	1
Concrete Slump Cone and accessories as specified below under Concrete Testing Equipment.	1	1	1	1
First Aid Kit	1	1	1	1

The furnishings and equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the above listed equipment or furnishings shall be provided by the Contractor for the duration of the project.

Computer Hardware and Software: Computer System(s), Digital Camera(s), Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors and Smart Board(s) as well as associated hardware and software, must meet the requirements of this specification as well as the latest minimum specifications posted, as of the project advertising date, at Departments web site <http://www.ct.gov/dot/cwp/view.asp?a=1410&q=563904>

The Contractor shall provide the Engineer, Computer Systems, Software and Related Equipment, with support and documentation.

J The Contractor shall provide a licensed copy of the required software on original media and/or download information, as well as license keys. The Contractor shall also supply instructions, manuals, maintenance for future version upgrades, and customer support services offered by each software producer, for the duration of the Contract. **The peripheral required software in excess of the operating system normally installed by the computer vendor should not be preinstalled. The installation will be performed by CTDOT 01S.**

The Contractor is responsible for service and repairs to all hardware. All repairs must be performed with-in 48 hours. If the repairs require more than a 48 hour then a replacement must be provided.

The Contractor shall provide all supplies, paper, maintenance, and repairs (including labor and parts) for the computers, laptops, printers, copiers, and fax machines and other facilities required by this specification for the duration of the Contract.

Within 10 calendar days after the signing of the Contract but before ordering/purchasing the Computer System(s), Software, Digital Camera(s), Multifunction Laser Printer/Copier/Scanner/Fax, Video Projectors and Smart Board(s) as well as associated hardware and software, the Contractor must submit a copy of their proposed order(s) with catalog cuts and specifications to the Administering CIDOT District for review and approval. The Computer System(s), Software, Multifunction Laser Printer/Copier/Scanner/Fax, and Smart Board(s) will be initially reviewed by the CIDOT District personnel and forwarded to the CIDOT OIS for final approval. The digital cameras will be reviewed and approved by the CIDOT District. The Contractor shall not purchase the equipment or software until the Administering CTDOT District informs them that the proposed equipment and software is approved. The Contractor will be solely responsible for the costs of any equipment or software purchased without approval.

Prior to delivery of the computer hardware and software the Contractor should create or procure any backup media necessary to restore the operating system and any preloaded software provided (Example: the Windows software, driver disks and others necessary to reinstall the operating system.). At the conclusion of the project the Department must wipe

the hard drive for security purposes. The Department will not be responsible for returning the computer to the out of the box state. It will be the responsibility of the Contractor.

After the approval of the hardware and software, the Contractor must speak to one of the representatives at the CTDOT OIS by calling 860-594-3500, Option #1, a minimum of 2 working days in advance of the proposed delivery.

The approved computer system(s) including all hardware and software shall be delivered at the same time (all software and hardware necessary for the complete installation of the latest versions of the software listed). If all items are not delivered at the same time or the CTDOT OIS has not been contacted 2 working days in advance the delivery cannot be accepted. Digital Cameras should be delivered to the District.

All software, hardware and licenses provided shall be clearly labeled, specifying the (1) Project No., (2) Contractor Name, (3) Project Engineer's Name and (4) Project Engineer's Phone No., and shall be delivered to the CTDOT OIS, 2710 Berlin Turnpike, Newington, CT, where it will be configured and prepared for field installation. Installation will then be coordinated with CTDOT District and Project personnel and the computer system specified will be stationed in the

Department's Project field office.

Once the Contract has been completed, the hardware and software will remain the property of the Contractor. Prior to the return of any computer(s) to the Contractor, field personnel will coordinate with the CTDOT OIS personnel for the hard-drive wiping and removal of Department owned equipment, software, data, and associated equipment.

First Aid Kit: The Contractor shall supply a first aid kit adequate for the number of personnel expected based on the size of the field office specified and shall keep the first aid kit stocked for the duration that the field office is in service.

Concrete Testing Equipment: If the Contract includes items that require compressive strength cylinders for concrete, in accordance with the Schedule of Minimum Testing Requirements for Sampling Materials for Test, the Contractor shall provide the following. All testing equipment will remain the property of the Contractor at the completion of the project.

- A) Concrete Cylinder Curing Box - meeting the requirements of Section 6.12 of the Standard Specifications.
- B) Air Meter - The air meter provided shall be in good working order and meet the requirements of AASHTO T 152.
- C) Slump Cone Mold - Slump cone, base plate, and tamping rod shall be provided in like-new condition and meet the requirements of MSHTO T119, Standard Test Method for Slump of Hydraulic-Cement Concrete.

Insurance Policy: The Contractor shall provide a separate insurance policy, with no deductible, in the minimum amount of five thousand dollars (\$5,000) in order to insure all State-owned data equipment and supplies used in the office against all losses. The Contractor shall be named insured on that policy, and the Department shall be an additional named insured on the policy. These losses shall include, but not be limited to: theft, fire, and physical damage. The Department will be responsible for all maintenance costs of Department owned computer hardware. In the event of loss, the Contractor shall provide replacement equipment in accordance with current Department equipment specifications, within seven days of notice of the loss. If the Contractor is unable to provide the required replacement equipment within seven days, the Department may provide replacement equipment and deduct the cost of the equipment from monies due or which may become due the Contractor under the Contract or under any other contract. The Contractor's financial liability under this paragraph shall be limited to the amount of the insurance coverage required by this paragraph. If the cost of equipment replacement required by this paragraph should exceed the required amount of the insurance coverage, the Department will reimburse the Contractor for replacement costs exceeding the amount of the required coverage.

Maintenance: During the occupancy by the Department, the Contractor shall maintain all facilities and furnishings provided under the above requirements, and shall maintain and keep the office quarters clean through the use of weekly professional cleaning to include, but not limited to, washing & waxing floors, cleaning restrooms, removal of trash, etc. Exterior areas shall be mowed and clean of debris. A trash receptacle (dumpster) with weekly pickup (trash removal) shall be provided. Snow removal, sanding and salting of all parking, walkway, and entrance ways areas shall be accomplished during a storm if on a workday during work hours, immediately after a storm and prior to the start of a workday. If snow removal, salting and sanding are not completed by the specified time, the State will provide the service and all costs incurred will be deducted from the next payment estimate.

Method of Measurement: The furnishing and maintenance of the construction field office will be measured for payment by the number of calendar months that the office is in place and in operation, rounded up to the nearest month.

There will not be any price adjustment due to any change in the minimum computer hardware and software requirements.

Basis of Payment: The furnishing and maintenance of the Construction Field Office will be paid for at the Contract unit price per month for "Construction Field Office, (Type)," which price shall include all material, equipment, labor, service contracts, licenses, software, repair or replacement of hardware and software, related supplies, utility services, parking area, external illumination, trash removal, snow and ice removal, and work incidental thereto, as well as any other costs to provide requirements of this specified this specification.

Pay Item

Construction Field Office, (Type)

Pay Unit

Month

MAINTENANCE AND PROTECTION OF TRAFFIC

9.71.01—Description: Unless other provisions are made on the plans or in the special provisions of the Contract, the Contractor shall keep the roadway under construction open to traffic for the full length of the Project and shall provide a sufficient number of travel lanes and pedestrian passways to move that traffic ordinarily using the roadway.

The travel lanes and pedestrian passways shall be drained and kept reasonably smooth and in suitable condition at all times in order to provide minimum interference to traffic consistent with the proper prosecution of the work.

Suitable ingress and egress shall be provided at all times where required, for all intersecting roads and for all abutting properties having legal access.

When a scheme for maintenance of traffic, which may include detours, is shown on the plans or described in the special provisions of the Contract, this shall govern unless an alternate scheme acceptable to the Engineer is offered by the Contractor at no additional cost. If no scheme is shown on the plans or described in the special provisions of the Contract, and the Contractor wishes to deviate from the provisions of maintaining traffic as described in this Section, the Contractor may submit and the Engineer may approve a schedule showing a proposed sequence of operations and a compatible method of maintaining traffic.

9.71.03—Construction Methods: The Contractor shall furnish and erect signs legally closing the highway to traffic, as shown on the plans or directed by the Engineer, prior to commencing any work on the Project.

The Contractor shall furnish a sufficient number of signs, barricades, drums, traffic cones and delineators to forewarn traffic of the construction as shown on the traffic control 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, and in accordance with the ATSSA guidelines contained in "Quality Standards for Work Zone Traffic Control Devices."

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 traveled surface. 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, when ordered by the Engineer, shall remove snow and take care of icy conditions on temporary, new and existing sidewalks on any part of the right-of-way within the limits of the Project. Payment for the cost thereof, will be made as extra work.

Snow removal and correction of icy conditions, other than those resulting from the Contractor's operations, on uncompleted contracts under traffic, will remain an obligation of the State or others.

Should the Contractor fail to perform any of the work required under this section, the State may perform or arrange for others to perform such work. In such cases, the State will deduct from

money due or to become due the Contractor all expenses connected there with which are found to be greater than the cost to the State had the Contractor performed the specified work.

9.71.05—Basis of Payment: When the item of “Maintenance and Protection of Traffic” appears in the Contract, this work will be paid for at the Contract lump sum price for “Maintenance and Protection of Traffic.” This price shall include all costs for labor, equipment and services involved in the erection, maintenance, moving, adjusting, cleaning, relocating and storing of signs, barricades, drums, traffic cones and delineators furnished by the Contractor as well as all costs of labor and equipment involved in the maintenance of traffic lanes and detours, except for pavement markings, ordered or included in the approved scheme for maintenance of traffic. “Maintenance and Protection of Traffic” does not include the cost of signs, barricades, drums, traffic cones, delineators, or the furnishing and placing of materials such as borrow, gravel, crushed stone, bituminous concrete for patching and pipe. These items will be paid for at Contract unit prices, or in the absence of applicable Contract unit prices, as extra work. If the Engineer requires the Contractor to provide facilities in excess of the requirements of the adopted scheme for maintenance and protection of traffic, the Contractor shall perform the required work; and payment for the cost thereof will be made at applicable Contract unit prices, or in the absence of applicable Contract unit prices, as extra work.

Pay Item Pay Unit

Maintenance and Protection of Traffic l.s.

REMOVAL OF EXISTING SIGNINGREMOVAL OF EXISTING OVERHEAD SIGNING

12.06.01—Description: This work shall consist of removing designated side-mounted signs, supports and foundations; plywood and/or sheet aluminum regulatory, warning and guide signs and metal sign posts; delineators and delineator posts; overhead signs, supports and foundations; and structure mounted sign and supports where indicated on the plans or as directed by the Engineer.

12.06.02—Vacant

12.06.03—Construction Methods: Signs constructed of plywood and the hardware used for attachment to the supports shall be removed and disposed of by the Contractor. Signs constructed of aluminum and the hardware used for attachment to the supports shall be removed and disposed of by the Contractor, unless otherwise specified in the Special Provisions. Delineators and delineator posts shall be removed and disposed of by the Contractor. Sign supports and sign illumination appurtenances shall be removed and disposed of by the Contractor unless otherwise specified in the Special Provisions.

When signs and supports are to be delivered to a salvage location specified in the Special Provisions, the Contractor shall transport and carefully unload the signs and supports where directed by the storekeeper.

Overhead sign support foundations shall be removed to a depth of 6 in below finished grade. Anchor bolts shall be cut approximately flush with the top of the remaining portion of foundation. The concrete and portions of the anchor bolts removed from the foundation shall be disposed of by the Contractor.

For-side-mounted sign foundations, the stub post or anchor bolts and concrete foundations shall be removed to a depth of 6 in below finished grade. The portion of stub posts or anchor bolts and the concrete removed shall be disposed of by the Contractor.

Where sign support foundations exist without stub posts or anchor bolts, the Contractor will have the option of removing the concrete foundation in its entirety or remove the concrete and post to a depth of 6 in below finished grade. Whichever option the Contractor chooses, the Contractor shall remove the excavated material from the Site.

After removal of all concrete, stub post portions and anchor bolt portions, top soil shall be placed to 1 in above finished grade, then fertilized and seeded. Fertilizing and seeding shall be in accordance with pertinent provisions of Section 9.50. Where necessary, backfill shall be placed to 6 in below grade before topsoil is placed.

Supports located in bituminous concrete or Portland cement concrete areas shall be removed flush with the surrounding area and disposed of by the Contractor. Posts attached to bridge parapets or railings shall be unbolted and the anchor bolts removed flush with the bridge parapet and all material shall be disposed of by the Contractor.

12.06.04—Method of Measurement: This work will be at the Contract lump sum price, which shall include all signs, sign supports and foundations, if applicable, and delineators designated for removal in the Contract.

12.06.05—Basis of Payment: This work will be paid for at the Contract lump sum price for “Removal of Existing Signing” or “Removal of Existing Overhead Signing” complete including the disposal of material unless otherwise specified, and all equipment, material, tools and labor

incidental thereto. The price shall also include the transporting and careful unloading of salvaged material at the location designated in the Special Provisions and all equipment, material, tools and labor incidental thereto.

Pay Item Pay Unit

Removal of Existing Signing l.s.

Removal of Existing Overhead Signing l.s.

SECTION 9.21 CONCRETE SIDEWALKS AND RAMPS

9.21.01—Description

9.21.02—Materials

9.21.03—Construction Methods

9.21.04—Method of Measurement

9.21.05—Basis of Payment

9.21.01—Description: This item shall consist of concrete sidewalks and ramps constructed on a gravel or reclaimed miscellaneous aggregate base course in the locations and to the dimensions and details shown on the plans or as ordered and in accordance with these specifications.

9.21.02—Materials: Materials for this work shall meet the requirements of Section M.03 for Class “F” Concrete.

Gravel or reclaimed miscellaneous aggregate for base shall be as specified in Article M.02.01 for granular fill.

Detectable warning strips shall be prefabricated detectable warning tile chosen from the Department’s Qualified Products List for retrofit or cast in place applications.

9.21.03—Construction Methods:

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

When connecting new concrete sidewalk to a section of existing concrete sidewalk, the connection point shall be at the nearest joint in the existing sidewalk.

The Contractor shall establish the limits required to achieve grades for each ramp prior to removal of existing sidewalk and ramps. The Contractor shall document and notify the Engineer of any control points that may conflict with the design grades or configuration of ramps shown on the plans. Control points can be but are not limited to ROW, utility poles, drainage structures, buildings, fences, walls or other features found near the proposed ramp. When control points are encountered within the limits of the ramp, the Engineer will determine if an alternate ramp type is required or the ramp is to be constructed as shown on the plans.

2. Gravel or Reclaimed Miscellaneous Aggregate Base: The gravel or reclaimed miscellaneous aggregate base shall be placed in layers not over 6 in deep and to such a depth that after compaction it shall be at the specified depth below the finished grade of the walk. The base shall be wetted and rolled or tamped after the spreading of each layer.

3. Forms: Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. If made of wood, they shall be of 2-in surfaced plank except that at sharp curves thinner material may be used. If made of metal, they shall be of approved section and shall have a flat surface on the top. Forms shall be of a depth equal to the depth of the sidewalk. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before

concrete is placed against them. Sheet metal templates 1/8 in thick, of the full depth and width of the walk, shall be spaced at intervals of 12 ft or as directed. If the concrete is placed in alternate sections, these templates shall remain in place until concrete has been placed on both sides of the template. As soon as the concrete has obtained its initial set, the templates shall be removed.

4. Concrete: The concrete shall be proportioned, mixed, placed, etc., in accordance with the provisions of Section 6.01 for Class "F" Concrete, except as modified herein. Concrete shall be cured in accordance with the provisions of Article 4.01.03 for Concrete Pavement.

5. Finishing: The surface of the concrete shall be finished with a wood float or by other approved means. The outside edges of the slab and all joints shall be edged with a 1/4-in radius edging tool. Each slab shall be divided into 2 or more sections by forming dummy joints with a jointing tool as directed.

6. Backfilling and Removal of Surplus Material: The sides of the sidewalk shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk. All surplus material shall be removed and the Site left in a neat and presentable condition to the satisfaction of the Engineer.

7. Detectable Warning Strip: The detectable warning strip for new construction shall be set directly in plastic concrete and each tile shall be weighed down to prevent the tile from floating after placement in wet concrete in accordance with curing procedures. Install detectable warning strip, according to the plans and the manufacturer's specifications, or as directed by the Engineer.

The detectable warning strip for retrofit construction shall be installed according to the plans in the direction of pedestrian route and contained wholly within painted crosswalk when present. Its installation shall meet all manufacturer's requirements.

9.21.04—Method of Measurement: This work will be measured for payment as follows:

1. Concrete Sidewalk or Sidewalk Ramp: This work will be measured by the actual number of square feet of completed and accepted concrete sidewalk or ramp.
2. Excavation: Excavation below the finished grade of the sidewalk or ramp, backfilling, and disposal of surplus material will not be measured for payment, but the cost shall be included in the price bid for the sidewalk or ramp. Excavation above the finished grade of the sidewalk or ramp will be measured and paid for in accordance with Section 2.02.
3. Gravel or Reclaimed Miscellaneous Aggregate Base: This work will not be measured for payment, but the cost shall be considered as included in the price bid for the sidewalk or ramp.
4. Detectable Warning Strip: For new construction (cast in place), the detectable warning strip will be measured for payment by the actual number of each ramp where a detectable warning strip has been installed and accepted regardless of the number of tiles installed.

5. Retrofit Detectable Warning Strip: For retrofit construction (surface applied), the detectable warning strip will be measured for payment by the actual number of each ramp where a detectable warning strip has been installed and accepted regardless of the number of tiles installed.

6. Construction Staking: The establishment of control points and limits of grading will be measured in accordance with the item "Construction Staking."

9.21.05—Basis of Payment: Construction of a concrete sidewalk or ramp will be paid for at the Contract unit price per square foot for "Concrete Sidewalk" or "Concrete Sidewalk Ramp" complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, curb removal and any monolithic or separately cast sidewalk curb when required for the sidewalk ramp as shown on the plans, gravel or reclaimed miscellaneous aggregate base, equipment, tools, materials and labor incidental thereto.

A new detectable warning strip will be paid for at the Contract unit price for "Detectable Warning Strip" at each ramp where the detectable warning strip has been installed complete in place. This price shall include all tiles, materials, equipment, tools and labor incidental thereto.

Retrofitting the existing concrete sidewalk with a detectable warning strip will be paid for at the Contract unit price for "Retrofit Detectable Warning Strip" at each ramp where the retrofit detectable warning strip has been installed complete in place. This price shall include all tiles, saw cutting concrete, adhesive, drilling holes for fasteners, materials, equipment, tools and labor incidental thereto.

The establishment of control points and limits of grading will be paid for in accordance with the item "Construction Staking."

Pay Item Pay Unit

Concrete Sidewalk s.f.

Concrete Sidewalk Ramp s.f.

Detectable Warning Strip ea.

Retrofit Detectable Warning Strip ea.

NOTICE TO CONTRACTOR:

Any reference made within the State of Connecticut Department of Transportation Form 817 to the State of Connecticut, it's Departments and or Agencies shall mean the Town of East Haven or it's designee.

NOTICE TO CONTRACTOR – FIRE DEPARTMENT, POLICE & EMERGENCY MEDICAL SERVICES

The Contractor shall contact the Town of East Haven's Fire Department, Police and Emergency Medical Services and School Bus Company to work and establish coordination necessary as to disruption of services during construction. Periodic meetings should be held to review any significant changes in the flow of traffic through the work area.

NOTICE TO CONTRACTOR - MANHOLE FRAME AND COVER

The Contractor is hereby reminded that any manhole frame and cover in addition to any rebar utilized on this project shall conform to the Standard Specifications Form 817 Article 1.06.01 - Source of Supply and Quality which states that all permanently incorporated steel and iron used in the construction of the Project must have been produced and fabricated in the United States in conformance with Section 635.410 of Title 23 CFR.

NOTICE TO CONTRACTOR- PROTECTION OF EXISTING UTILITIES

The Contractor shall notify "Call Before You Dig" (telephone: 1-800-922-4455) for the location of underground Utilities, in accordance with Section 16-345 of the Regulations of the Connecticut Department of Utility Control.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from information shown on the plans or contained elsewhere in the specifications. The Contractor is solely responsible for determining actual locations and elevations of all existing utilities.

The Contractor shall coordinate his work with work performed by utilities companies. The Contractor shall contact the various utilities (2) weeks prior to the start of any work to coordinate the adjustment and/or protection of their facilities. Existing surface structures may be adjusted or replaced by the utilities.

Excavation of any type shall be accomplished in such a manner that underground utilities or structures are not damaged. It shall be the Contractor's sole responsibility for any damage incurred during excavation and paving operations. All costs related to the repair or damaged utilities shall be borne by the Contractor at no cost to the State (City).

The Contractor is hereby advised that placement of heavy equipment and materials or the traversing of heavy construction equipment over underground utilities which might damage utility shall be reviewed and approved by the Engineer.

The Contractor shall consider in his bid any inconvenience and work required for this condition. The work to repair or replace any damage caused by the Contractor's operations will be made solely at the Contractor's expense.

NOTICE TO CONTRACTOR- CONNECTIONS TO DRAINAGE SYSTEM

The discharge of effluent from sanitary sewers, cesspools, septic tanks, discharge of cooling water or industrial wastes into the roadway drainage system shall not be permitted.

NOTICE TO CONTRACTOR- SAFEGUARDING OF RESIDENCES AND PEDESTRIANS

The Contractor shall maintain and protect traffic operations at all driveways and provide adequate sightline. The Contractor shall not restrict sightline with construction equipment when not actively working. The Contractor shall provide and maintain safe pedestrian operation on new or existing sidewalk or temporary bituminous walks (minimum 4 feet wide) on at least one side of the Street at all times during and after construction hours. The Contractor shall provide adequate protective fence between work area and pedestrian sidewalk activities as directed by the Engineer. Replacement of temporary protective fence due to damage by the Contractor's operation or rendered inoperative by any cause, will not be measured for payment.

The Contractor shall submit plans and procedures in accordance and conforming with typical details (attached) of the Manual on Uniform Traffic Control Devices {MUTCD} for maintaining pedestrian sidewalk access during the reconstruction of the sidewalk to the Engineer for approval. When a sidewalk or pedestrian route has to be closed, pedestrians must be detoured or temporary sidewalk must be provided. The pedestrian detour and temporary walkway must meet ADA requirements. The appropriate signs for pedestrian detour shall be installed in accordance with MUTCD. Temporary bituminous sidewalk, ramps and detectable warning strips, if required will be paid under Contract Item "Temporary Pavement" and all necessary pedestrian detour signage will be paid under Contract Item "ConstructionSigns".

NOTICE TO CONTRACTOR- SIGN INVENTORY

Prior to the commencement of construction, the Contractor and the Engineer shall conduct a joint inventory of signs, delineators and object markers. Signs, delineators or object markers that are knocked down or destroyed by the Contractor during the construction of the project shall be replaced by the Contractor at no cost to the State.

NOTICE TO CONTRACTOR – UTILITY INFORMATIONAL PLANS SHEETS

The Contractor's attention is hereby called to the fact that included in the plans are plan sheets furnished to the Town by various utility companies affected by the proposed construction. These sheets are not intended to show all proposed work in utility installations to be done by the various utility companies or municipal authorities or both before, during, or after the life of this contract. In addition to the work indicated on these plans, the utility companies and authorities may make adjustments to, or removal of, certain of their installations other than those indicated on the plans or may install facilities not indicated.

Section	Title
	REQUEST FOR CLARIFICATION
	PRODUCT SUBMITTAL FORM
260500	COMMON WORK RESULTS FOR ELECTRICAL
260510	SCOPE OF WORK
260526	GROUNDING & BONDING FOR ELECTRICAL SYSTEMS
260533	RACEWAYS FOR ELECTRICAL SYSTEMS
265600	EXERIOR LIGHTING

REQUEST FOR CLARIFICATION
(THIS FORM MAY BE REQUESTED ELECTRONICALLY)

DATE: _____

FIRM: _____

ADDRESS: _____

NAME: _____

QUESTION, COMMENT, AMBIGUITY: _____

DOCUMENT REFERENCES:

DRAWING(S), DETAILS(S), SECTION(S), NOTE(S): _____

**PROJECT MANUAL DOCUMENT(S), SPECIFICATIONS SECTION(S),
PAGE(S):** _____

PRODUCT SUBMITTAL FORM

Note: Use separate form for each material, product or equipment item to be used in Project

Date: _____

Product Submittal: No. _____

Project: _____

Location: _____

Supportive Data attached for evaluation:

☐ Product
Data

☐ Drawings

☐ Samples

☐ Tests

☐ Reports

Other Information: _____

Note: Product Submittal submitted without adequate documentation will be returned without review.

1. Name and scope of material, product or equipment item specified:

Specification Section: _____
Number Title

Page/Paragraph: _____

2. Name and scope of material, product or equipment item submitted:

3. Name of Manufacturer/Fabricator of material, product or equipment item submitted:

Name: _____

Address: _____

City, State, Zip: _____

Telephone #:(_____)_____

4. Name of Vendor/Supplier of material, product or equipment item submitted:

Name: _____

Address: _____

City, State, Zip: _____

Telephone#:(_____)_____

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5. If not a product or system named in the Specifications, list qualities that differ from named product or system:

6. List all deviations from Specifications:

7. Reasons for requesting use of this proposed material, product or equipment item:

8. Does the use of this proposed material, product or equipment item affect other materials or systems, such as dimensional revisions, redesign of structure, or modifications to other work?

☐ No.

☐ Yes. If yes, describe impact of proposed on other products or systems:

9. Savings or Credit to Contract Amount for accepting of the proposed product or system:

_____ Dollars \$ _____

10. Other Benefits accruing to Owner for accepting use of this proposed material, product or equipment item:

11. The undersigned certifies:

1. The proposed material, product, equipment item or system has been fully investigated and is equal or superior to that specified, including all related specified requirements.
2. The warranty furnished for proposed use of this material, product, equipment item or system will be equal to or greater than that named material, product, equipment item or system.
3. The cost data as stated above is complete and includes all related costs under this Contract.

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4. The coordination, installation, and changes in the Work as necessary for use of proposed material, product or equipment item, if accepted, will be complete in all respects at no additional costs, or as credit to Contract Amount as stated above.

Prime Contractor

By

Address

City, State, and Zip

Subcontractor/Supplier

SECTION 26 05-00 – COMMON WORK RESULTS FOR ELECTRICAL

PART 1 -GENERAL

1.1 DESCRIPTION

- A. The General Conditions and Supplementary General Conditions are a part of this Division and are to be considered a part of this Contract.
- B. Where items of the General Conditions and Supplementary General Conditions are repeated in this Section of the Specifications, it is merely intended to qualify or to call particular attention to them. It is not intended that any other parts of the General Conditions and Supplementary General Conditions be assumed to be omitted if not repeated herein.
- C. This Section applies equally and specifically to all Contractors supplying labor and/or equipment and/or materials as required under each Section.
- D. The following information contains specifications of Work in connection with, and in addition to, this Division:
 - 1. All plans associated with the project.
 - 2. All specifications associated with the project.
- E. Work is not limited to this Division or the Drawings associated with this Division. Work is specified throughout all the plans and specifications associated with the Project.
- F. Division of Work responsibilities is as defined and directed by the Bidding Agent and/or the Bidding General Contractor.

1.2 INTENT

- A. It is the intent of the Drawings and Specifications to call for finished Work, tested and ready for operation.
- B. Furnish, deliver and install any apparatus, appliance, material or Work not shown on the Drawings but mentioned in the Specifications, or vice versa, or any incidental accessories necessary to make the Work complete and perfect in all respects and ready for operation, even if not particularly specified, under their respective Section without additional expense to the Owner.
- C. Include in the Work minor details not shown or specified but necessary for proper installation and operation, as though they were hereinafter shown or specified.
- D. Provide Engineer written notice of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules or regulations of authorities having jurisdiction and any necessary items of Work omitted. In the absence of such written notice, it is mutually agreed that Work under each Section has included the cost of all required items for the accepted, satisfactory functioning of the entire system without extra compensation.

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- E. The Work indicated is diagrammatic. The Architect and/or Engineer may require, included as part of this Contract, the relocation of devices to “reasonable” distances from the general locations shown. A “reasonable” distance for this project is defined herein as 10 feet.
- F. Verbal clarifications of the Drawings or Specifications during the bid period are not to be relied upon. Refer any questions or clarifications to the Engineer at least five Working days prior to bidding to allow for issuance of an addendum. After the five-day deadline, Bidder must make a decision and qualify the Bid, if the Bidder feels it necessary.

1.3 DRAWINGS

- A. Drawings are diagrammatic and indicate the general arrangement of systems and Work included in the Contract. (Do not scale the Drawings.) Consult the Drawings and Details for exact locations of fixtures and equipment; where same are not definitely located, obtain this information from the Engineer.
- B. Closely follow Drawings in layout of Work; check Drawings associated with other Divisions to verify spaces in which Work will be installed. Maintain maximum headroom. Where space conditions appear inadequate, notify Engineer before proceeding with installations.
- C. Engineer may, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with Work of other trades and for proper execution of the Work.
- D. Where variances occur between the Drawings and Specifications or within either of the Documents, include the item or arrangement of better quality, greater quantity or higher cost in the Contract price. It is at the Engineer’s discretion to decide on the item and the manner in which the Work will be installed.

1.4 SURVEYS AND MEASUREMENTS

- A. Before submitting a Bid, visit the site and become thoroughly familiar with all conditions under which the Work will be installed. Contractor will be held responsible for any assumptions, omissions or errors made as a result of failure to become familiar with the site and the Contract Documents.
- B. Base all measurements, both horizontal and vertical, from established benchmarks. Reference all Work from these established lines and levels. Verify all measurements at site and check the correctness of same as related to the Work.
- C. Should the Contractor discover any discrepancies between actual measurements and those indicated which prevent following good practice or the intent of the Drawings and Specifications, notify the Engineer and do not proceed with that Work until instructions have been received from the Engineer.

1.5 CODES AND STANDARDS

- A. The Codes and Standards listed below apply to all electrical Work. Where Codes or Standards are mentioned in these Specifications, follow the latest edition or revision unless noted elsewhere: IES - Lighting Handbook NEMA -Standards ANSI C1 -National Electrical Code (NFPA 70) Installations
- B. The current adopted editions of the following State or local Codes apply:

State Building Code for the State of Connecticut, Supplements, Amendments and referenced publications and National Electric Code NFPA. See drawings for list of referenced codes.

- C. The following abbreviations are used within these Specifications:

IES -Illuminating Engineering Society
NEC -National Electrical Code
ANSI -American National Standards Institute
ASTM -American Society for Testing and Materials
EPA -Environmental Protection Agency
IEEE -Institute of Electrical and Electronic Engineers
NEMA -National Electrical Manufacturers Association
NFPA -National Fire Protection Association
OSHA -Occupational Safety and Health Administration
UL -Underwriters' Laboratories

- D. All materials furnished and all Work installed comply with the rules and recommendations of the NFPA 70-2017 & UI Regulations, the requirements of the local utility companies, the recommendations of the fire insurance rating organization having jurisdiction and with the requirements of all Governmental departments having jurisdiction.
- E. Include in the Work, without extra cost to the Owner, any labor, materials, services, apparatus and drawings in order to comply with all applicable laws, ordinances, rules and regulations whether or not shown on Drawings and/or specified.

1.6 PERMITS AND FEES

- A. Give all necessary notices, obtain all permits, pay all Government and State sales taxes and fees where applicable, and other costs, including utility connections or extensions in connection with the Work. File all necessary Drawings, prepare all Documents and obtain all necessary approvals of all Governmental and State departments having jurisdiction, obtain all required certificates of inspections for Work and deliver a copy to the Engineer before request for acceptance and final payment for the Work.

1.7 SEISMIC RESTRAINT (NOT APPLICABLE)

1.8 COORDINATION

- A. Carry out all Work in conjunction with other trades and give full cooperation in order that all Work may proceed with a minimum of delay and interference. Particular emphasis is placed on timely installation of major apparatus and furnishing other Contractors, especially the General Contractor or Construction Manager, with information as to openings and equipment location required by other trades.
- B. Contractors are required to examine all of the Project Documents and mutually arrange Work so as to avoid interference. In general, drainage lines take precedence over water, gas and electrical conduits. The Engineer regarding the arrangement of Work, which cannot be agreed upon by the Contractors, will make final decisions.
- C. Where the Work of the Contractor will be installed in close proximity to or will interfere with Work of

other trades, assist in Working out space conditions to make a satisfactory adjustment.

- D. Work shall be coordinated with others or so as to cause interference with the work of others. The Contractor not cause interference and will make necessary changes to correct the condition, without extra charge to the Owner.
- E. Initial contact and coordination has been conducted with utility entities for the purposes of the preparation of Bid Documents. Coordinate all final specific utility requirements.

1.9 ACCEPTANCES

- A. The equipment, materials, Workmanship, design and arrangement of all Work installed are subject to the review of the Engineer.
- B. Within 30 days after the awarding of a Contract, submit to the Engineer for review a list of manufacturers of equipment proposed for the Work. The intent to use the exact make specified does not relieve the Contractor of the responsibility of submitting such a list.
 - 1. If extensive or unacceptable delivery time is expected on a particular item of equipment specified, notify the Engineer, in writing, within 30 days of the awarding of the Contract. In such instances, deviations may be made pending review by the Engineer or Owner's representative.
- C. Where any specific material, process or method of construction or manufactured article is specified by reference to the catalog or model number of a manufacturer, the Specifications are to be used as a guide and are not intended to take precedence over the basic duty and performance specified or noted on the Drawings. In all cases, verify the duty specified with the specific characteristics of the equipment offered for review. Equipment characteristics are to be used as mandatory requirements where the Contractor proposes to use an acceptable equivalent.
- D. If material or equipment is installed before shop drawing review, liability for its removal and replacement is assumed by the Contractor, at no extra charge to the Owner, if, in the opinion of the Engineer, the material or equipment does not meet the intent of the Drawings and Specifications.
- E. Failure on the part of the Engineer to reject shop drawings or to reject Work in progress shall not be interpreted as acceptance of Work not in conformance to the Drawings and/or Specifications. Correct Work and/or materials not in conformance with the Drawings and/or Specifications whenever non-conformance is discovered.

1.10 EQUIPMENT DEVIATIONS

- A. Where the Contractor proposes to deviate (substitute or provide an equivalent) from the equipment as hereinafter specified, a request is to be made in writing. State in the request whether it is a substitution or an equivalent to that specified and the amount of credit or extra cost involved. Include a copy of request in the Electrical Base Bid with manufacturer's equipment cuts. The Base Bid must be based on using the materials and equipment as specified with no exceptions.
- B. In these Specifications and on the accompanying Drawings, one or more makes of materials, apparatus or appliances may have been specified for use in this installation. This has been done for convenience in fixing the standard of Workmanship, finish and design required for installation. In the event that only one (1) manufacturer of a product is specified and it is found that the manufacturer has discontinued the

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product, use an acceptable equivalent product that meets the requirements of an equivalent product, as noted below, and has all the features of the originally specified product.

- C. The details of Workmanship, finish and design and the guaranteed performance of any material, apparatus or appliance which the Contractor desires to deviate for those mentioned herein must also conform to these standards.
- D. Where no specific make of material, apparatus or appliance is mentioned, any first-class product made by a reputable manufacturer may be used providing it conforms, in the opinion of and meets with the acceptance of the Engineer, to the requirements of these Specifications.
- E. Where two or more names are given as equivalents, the Contractor must use one of the named equivalents.
- F. Where one name only is used and is followed by the words "or accepted as equivalent", the Contractor must use the item named, but he may apply for an equipment deviation through the prescribed manner in accordance with this Specification.
- G. Equipment, material or devices submitted for review as an "equivalent" to such equipment, material or devices specified must meet the following requirements:
 - 1. The equivalent must have the same construction features such as, but not limited to:
 - a. Material thickness, gauge, weight, density, etc.
 - b. Welded, riveted, bolted, etc., construction
 - c. Finish, priming, corrosion protection
 - 2. The equivalent must perform with the same or better efficiency of energy consumption.
 - 3. Local representation by the manufacturer for service, parts and technical information must be available.
 - 4. The equivalent must bear the same labels of performance certification as is applicable to the specified item.
- H. Where the Contractor proposes to use an item of equipment other than specified or detailed on the Drawings which requires any redesign of the structure, partitions, foundations, piping, wiring or any other part of the mechanical, electrical or architectural layout, all such redesign and all new Drawings and detailing required are to, with the concurrence of the Engineer, be prepared by the Contractor at no cost to the Owner.
- I. Where such accepted deviation or substitution requires a different quantity and arrangement of wiring, conduit and equipment from that specified or indicated on the Drawings, with the concurrence of the Engineer, furnish and install any such additional equipment required by the system at no additional cost to the Owner, including any costs added to other trades due to the substitution.
- J. The definition of "accepted equivalent" is a product that, in the opinion of the Engineer, is acceptable for the intended application in lieu of the product listed in the Specifications or noted on the Drawings and has no cost impact on the project.
- K. The definition of "substitution" is a product that, in the opinion of the Engineer, is of a lesser quality and/or has cost impact on the project or requires other changes to meet the Specification.

1.11 CHANGES IN WORK

- A. A Change Order is a written order to the Contractor signed by the Owner and the Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract sum or the Contract time.
- B. All changes in the Work follow the recommendations shall be submitted in accordance with other articles and/or divisions listed in the Contract Bid Documents.

1.12 MANUFACTURER'S IDENTIFICATION

- A. Manufacturer's nameplate, name or trademark and address must be attached permanently to all equipment and materials furnished under this Division. The nameplate must indicate the name of manufacturer, description, size, type, serial or model number, electrical characteristics and other information. Nameplates of a Contractor or distributor are not acceptable.
- B. All material and equipment for the electrical portion must bear the label of or be listed by the Underwriters' Laboratories, Inc., or other accredited authoritative agencies or testing organizations approved by the authority having jurisdiction.

1.13 SHOP DRAWINGS

- A. Refer to individual specification sections for additional submittal information.
- B. Submit for review detailed shop drawings of all equipment and material required to complete the project. No material or equipment may be delivered to the job site or installed until the Contractor has in his possession reviewed shop drawings for the particular material or equipment.
- C. Submit shop drawings as soon as practical, within 60 days after award of Contract and before any material or equipment is purchased. Submit for review copies of all shop drawings to be incorporated in the Electrical Contract. Refer to the Bid Documents. Shop drawings shall be submitted electronically.
- D. Submit shop drawings for all equipment and/or devices specified. Included in the shop drawings are manufacturer's names, catalog numbers, cuts, diagrams and other such descriptive data as may be required to identify the equipment. No consideration will be given to a partial shop drawing submittal.
 - 1. Where multiple quantities or types of equipment are being submitted, provide a cover sheet (with a list of contents) on the submittal identifying the equipment or material being submitted.
 - 2. Clearly indicate all specific options and/or alternatives. Failure to do so will be grounds for rejection.
 - 3. Clearly mark all shop drawings with the specific associated specification section.
- E. Failure of the Contractor to submit shop drawings in ample time for review is not an entitlement to an extension of Contract time and no claim for extension by reason of such default will be allowed. Also, it does not entitle the Contractor to purchase, furnish and/or install equipment that has not been reviewed by the Engineer. All costs associated with the delay of construction due to equipment and/or materials arriving late or shipped to the site at a premium cost due to late or improper shop drawing submittal are the responsibility of the Contractor.

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- F. Furnish all necessary templates, patterns, etc., for installation Work and for the purpose of making adjoining Work conform; furnish setting plans and shop details to other trades as required.
- G. Review rendered on shop drawings will not be considered as a guarantee of measurements or building conditions. Where drawings are reviewed, review does not indicate that drawings have been checked in detail; said review does not in any way relieve the Contractor from his responsibility or necessity of furnishing material or performing Work as required by the Contract Drawings and Specifications. Verify available space prior to submitting shop drawings.
- H. Review of shop drawings does not apply to quantity nor relieve the Contractor of responsibility for compliance with the intent of the Drawings and Specifications. Review of shop drawings is final; no further changes will be allowed without the written consent of the Engineer.
- I. Shop drawings must be specific with items submitted for review clearly identified in red ink. Data of general nature will not be accepted.
- J. Contractor shall make any corrections required by Engineer and shall resubmit required number of corrected copies of shop drawings or new samples until accepted. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than corrections requested by Engineer on previous submissions. Engineer shall review no more than one resubmittal of any shop drawing or sample at Owner's expense. The fees for review of additional resubmittals shall be paid by the Contractor at the Engineer's standard rates.

1.14 RECORD DRAWINGS

- A. Maintain a record set of Electrical Drawings at the job site on which any changes in location of equipment, devices and major conduits are recorded.
- B. At the end of construction, provide the Owner with a complete set of As-Built Drawings, including all power and lighting plans (indicating as-built circuiting), power and special systems riser diagrams and panel schedules and fire alarm use. Prepare As-Built documentation utilizing the most recent version of AutoCAD. Provide the Owner with an electronic set complete with all drawings.
- C. If electronic copies of the contract documents are made available to the Contractor for use in production of As-Built documentation, the Contractor assumes responsibility for completeness and accuracy of the As-Built documents. Translation or manipulation of electronic documents provided to the Contractor is the responsibility of the Contractor. Electronic copies of the Contract drawings are available from the Engineer with a waiver release form.

1.15 MATERIALS AND WORKMANSHIP

- A. All materials and apparatus required for the Work, except as otherwise specified, must be new and of first-class quality and be furnished, delivered, erected, connected and finished in every detail and so selected and arranged as to fit properly into the building spaces. Where no specific kind or quality of material is given, furnish a first-class standard article as accepted by the Engineer.
- B. Furnish the services of an experienced superintendent who is constantly in charge of the installation of the Work, and present on site at all times during the Work. Furnish all skilled Workmen, helpers and labor required to install, unload, transfer, erect, connect up, adjust, start, operate and test each system.

- C. Unless otherwise specifically indicated on the Drawings or in the Specifications, all equipment and materials must be installed with the acceptance of the Engineer and in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.
- D. Quality of Work must be consistent with good trade practice and installed in a neat, Workmanlike manner. The Engineer reserves the right to reject any Work which, in his opinion, has been installed in a substandard, dangerous or unserviceable manner. Replacement of said Work, in a satisfactory manner, will be at no extra charge to the Owner.

1.16 PROTECTION OF EQUIPMENT AND MATERIALS

- A. Work under each Section includes protecting the Work and material of all other Sections from damage by Work or Workmen and includes making good all damage thus caused.
- B. The Contractor is responsible for Work and equipment until final turn-over to the Owner. Protect Work and Equipment from water, dust and dirt, and against theft, injury or damage. Carefully store and secure material and equipment received on site that is not immediately installed. Close with temporary covers or plugs open ends of Work during construction to prevent entry of water, obstructing or other foreign materials.
- C. Work under each Section includes receiving, unloading, uncrating, storing, protecting, setting in place and connecting up completely of any equipment supplied under each Section. Work under each Section also includes exercising special care in handling and protecting equipment and fixtures and includes the cost of replacing any of the above equipment and fixtures which are missing or damaged by reason of mishandling or failure on the part of the Contractor to protect.

1.17 SCAFFOLDING, RIGGING, HOISTING

- A. Furnish all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises of any equipment and apparatus furnished under this Division. Remove same from premises when no longer required.

1.18 EXCAVATION AND BACKFILLING (IF REQUIRED)

- A. Excavation and backfilling will be coordinated with other Divisions of the Specifications.
- B. It is the responsibility of the Contractor to field coordinate sizes, depths, fill and bedding requirements and any other excavation Work required under this Division.

1.19 WATERPROOFING AND PENETRATIONS

- A. Where any Work pierces waterproofing, including waterproof concrete in wet areas, review the method of installation with the Engineer before Work is done. Furnish all necessary sleeves, caulking, flashing and fittings required to make openings and penetrations absolutely watertight.

1.20 NOT USED

1.21 NOT USED

1.22 NOT USED

1.23 PAINTING

A. Perform all painting in areas in accordance with the following:

1. Do not paint over the manufacturer's nameplate data on equipment. Take special care to avoid covering or spattering paint on the nameplate.
2. Touch up damaged equipment shop coats in the field.

1.24 NOT USED

1.25 SPECIAL INSPECTIONS (BY UI COMPANY REPRESENTATIVE)

A. Special inspector (UI) to perform field inspections and verification of proper installation and operations of electrical equipment, and manufacturer's component certifications of compliance. The Contractor is to provide the Special Inspector safe access to the site throughout the duration of the electrical work, and to provide timely notification to the Special Inspector at appropriate points in construction when seismic anchorage and bracing is to be installed.

1.26 CLEANING

A. Upon completion of Work under the Contract, remove from the premises all rubbish, debris and excess materials left over from the Work. Remove any oil or grease stains on floor areas caused by the Contractor, all floor areas must be left clean.

1.27 GUARANTEES

- A. Guarantee all materials and Workmanship under these Specifications and the Contract for a period of two (2) year from the date of final acceptance by the Owner.
- B. During this guaranteed period, correct or replace all defects developing through materials or Workmanship immediately as directed by the Engineer without expense to the Owner; make all such repairs or replacements to the Owner's satisfaction.

1.28 EQUIPMENT ELECTRICAL CONNECTIONS

A. Unless otherwise specified, all wiring shall be furnished by UI Company.

1.29 DEMOLITION (SEE REQUIREMENT BY OTHER SECTIONS IN PROJECT SPECIFICATIONS)

END OF SECTION

SECTION 26 05 10 - SCOPE OF WORK

PART - GENERAL

1.1 SUMMARY

- A. Provide the work included in accordance with the Contract Documents.
- B. Provide all labor, materials, equipment, tools, appliances, auxiliaries, services, hoisting, scaffolding, support, supervision, and Project Record Documents, and perform all operations for the furnishing and installing of the complete electrical system, including but not limited to the work described hereinafter. The work shall meet or exceed the latest codes, regulations and requirements of the general conditions to the specifications, Electrical specifications and drawings submitted.
- C. The electrical work is shown schematically on the Drawings to indicate the general system arrangement and configuration. The work of this Division shall include coordination with the work of others including Specifications and Contract Documents so as to provide a complete and operational system all to the satisfaction of the Engineer & the City.
- D. The work includes, but is not limited to the following:
 - 1. As-built drawings in digital format (ACAD drawings).
 - 2. Digital pictures of all underground work.
 - 3. Electrical requirements listed in all specifications and drawings.
 - 4. Field painting, patching etc..
 - 5. Grounding of equipment and systems. (As required)
 - 6. Requirements as listed the Specifications and Drawings..
 - 7. Sealing of sleeves and other electrical openings.
 - 8. Shop drawings as required by specifications.

PART 2 - ELECTRICAL MOUNTING HEIGHTS

2.1 HEIGHTS

- A. Refer to drawings, however if no other instructions or information is given, the Contractor shall submit an RFI to Engineer for a reply in writing.

PART 3 - PRODUCTS

3.1 NOT USED

PART 4 - EXECUTION

4.1 NOT USED

END OF SECTION

SECTION 26 05 26 – GROUNDING SYSTEMS (WHERE REQUIRED BY DOCUMENTS)

PART 1 - GENERAL

1.01 SUMMARY

- A. Applicable requirements of the Conditions of the Contract are a part of this Section.
- B. General: Provide a solid grounded system in accordance with the Contract Documents.
- C. All related sections in the Specifications and Drawings.
- D. Related Sections in Other Divisions of these Specifications
 - 1. Site Work
- E. Standards
 - 1. Except as modified by governing codes and by the Contract Documents, comply with the latest applicable provisions and latest recommendations of the following:
 - a. Underwriters Laboratory Standard No. UL 467.
 - b. ANSI C-1 1978.
 - c. IEEE Standard No. 142-1982.
 - d. National Electrical Safety Code.
 - e. National Electrical Code (NFPA 70)

1.02 SUBMITTALS

- A. Shop Drawings
 - 1. Provide a complete set of shop drawings showing existing service grounding methods, and additional grounding methods as required by contract documents and applicable codes.

PART 2 - PRODUCTS GENERAL

2.01 MATERIALS

- A. Ground Cables: Bare or green color coded, insulated, annealed stranded tinned copper wire as indicated on Drawings; insulated wire to conform with requirements of another section herein.
- B. Mechanical Connectors: Tin-plated aluminum alloy, U.L. approved and stamped for use with copper conductors.

2.02 ACCEPTABLE MANUFACTURERS

- A. Ground Connectors and Clamps; Grounding Bushings and Locknuts
 - 1. All Steel Equipment, Inc.

2. Appleton Electric Company
 3. Electrical Fittings Corp. (EFCOR)
 4. Gedney Electric Company
 5. Ilsco - Division of Bardes Corp.
 6. Midwest Electric Manufacturing Company
 7. Steel City Division, Midland Ross Corp.
 8. Thomas & Betts Company
 9. O-Z/Gedney Co.
- B. Compression Type Grid Connectors
1. Thomas & Betts Company - Series 53000
 2. Burndy Engineering Company
- C. Ground Rods and Clamps
1. Copperweld Steel Company
 2. ITT Blackburn Corp.
 3. J. A. Weaver Company
- D. Not used.
- E. Electrical Insulating Tapes
1. Self-Fusing: 3M Company No. 23.
 2. Vinyl: 3M Company No. 33+.
- F. Compound for Compression Connectors
1. Thomas & Betts Company - Kopr/Shield.
 2. Burndy Engineering Company

PART 3 - EXECUTION

3.01 GENERAL METHODS OF GROUNDING (AS REQUIRED BY NFPA 70 – 2017 (NEC))

3.02 FIELD QUALITY CONTROL

- A. Measure resistance values for system and equipment grounds if required by UI Representative.

MUSCO ENGINEERING ASSOCIATES
CONSULTING ENGINEERS

- B. Acceptable Testing Equipment: Vibroground by Associated Research, Inc.; or Megger Earth Tester by James G. Biddle Co.

END OF SECTION

SECTION 26 05 33 – RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 REFERENCES

- A. The General Conditions and Supplementary General Conditions apply to this Section.
- B. Refer to drawing for required wiring methods. Contractor shall not substitute wiring methods without consent of the Engineer or UI Representative.

1.02 SECTION INCLUDES

- A. RGS conduit.
- B. PVC Schedule 40 Conduit.
- C. Fittings and conduit bodies.
- D. Pull and junction boxes. (if required)

1.03 RELATED SECTIONS

- A. B. Section 260526 – Grounding & Bonding for Electrical Systems.

1.04 APPLICABLE STANDARDS

- A. ANSI C80.1 - Rigid Galvanized Steel Conduit, Zinc Coated.
- B. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
- C. ANSI/NEPS 70 - National Electrical Code.
- D. NECA "Standard of Installation."
- E. ANSI/NEMA FB 1 Fittings and Supports for Conduit and Cable Assemblies.
- F. ANSI/NEMA OS 1 Sheet-Steel Outlet Boxes, Device Boxes, Covers and Supports.

1.05 DESIGN REQUIREMENTS

- A. Conduit Size: ANSI/NFPA 70.

1.06 SUBMITTALS

- A. Product Data: Provide for all conduit and fittings.

1.07 PROJECT RECORD REQUIREMENTS (AS BUILTS)

- A. Accurately record actual routing of all conduits installed.

1.08 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle Products to site under provisions of Division 1 and Division 16.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storage above grade. Provide appropriate covering.

1.10 PROJECT CONDITIONS

- A. Verify routing and termination locations of conduit prior to rough-in.
- B. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Field verify exact route to meet job conditions.

PART 2 - PRODUCTS

2.01 CONDUITS

- A. Rigid Galvanized Steel Conduit: Steel pipe, galvanized with protective coating on the outside and with interior surfaces prepared for easy wire pulling. Both ends shall be threaded.
- B. PVC Schedule 40 Conduit: Listed for underground applications encased in concrete or direct burial. As required by NFPA 70, 2017.

2.02 FITTINGS

- A. Couplings for galvanized rigid steel conduit shall be the same material as the conduit and shall be threaded.
- B. Couplings & Adapters for PVC Schedule 40 Conduit: Female Adapter, PVC Schedule 40 Material. Installation requires the use of a primer and solvent cement as required by manufacturer.
- C. Bushing: Malleable iron, insulating type as required by NEC; the product of Appleton, O.Z., Steel City, or T & B.

2.04 CONDUIT REQUIREMENTS

- A. Minimum Size: 2 inch unless otherwise specified on the documents.
- B. Underground Installations:
 - 1. Use PVC schedule 40 (see details on drawings) Carlon or equal.
- C. Risers:

1. Use rigid metal conduit only where required by the drawings.

2.05 METALLIC CONDUIT

A. Manufacturers:

1. Republic Steel.
2. Allied.
3. Anaconda.

B. Rigid Steel Conduit: ANSI C80.1.

C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; material to match conduit, all fittings as required.

PART 3 - INSTALLATION

3.01 CONDUITS

- A. Install conduit in standard lengths where possible. Where shorter lengths are required, cut conduit and ream ends to remove burrs. Cut tapered threads in rigid conduit. Where bends and/or offsets are required, make them without reduction in internal diameter.
- B. Install no more than equivalent of three 90-degree bends between boxes
- C. Provide suitable pull string in each empty conduit. See UI Representative.

END OF SECTION

SECTION 26 56 00 - EXTERIOR LIGHTING (SUPPLIED BY UI COMPANY)

PART 1 - EXECUTION

1.1 LUMINAIRE INSTALLATION

- A. Install lamps in each luminaire.
- B. Fasten luminaire to indicated structural supports.
 - 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.

1.2 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features, unless otherwise indicated on Drawings:
 - 1. Fire Hydrants and Storm Drainage Piping: 60 inches.
 - 2. Water, Gas, Electric, Communication, and Sewer Lines: 10 feet.
 - 3. Trees: 5 feet from tree trunk.
- C. Concrete Pole Foundations: Supplied by UI Company

END OF SECTION 265600

Project Sign Requirements:

SIGN PANEL: Signs should be made from suitable materials to perform effectively for a minimum of 3 years. Example of allowable materials include ¾" MDO-EXT-APA Plywood or 0.125-gauge sheet aluminum. The following types of materials shall not be used: mesh, non-rigid, roll-up, corrugated or waffle board types substrates, foam core and composite aluminum sign substrates.

Suitable attachments shall be provided so that the signs can be firmly attached to the sign supports without causing damage to the signs.

Signs may be painted or use non-reflective plastic sheeting. Paint shall be extremely durable, high quality, semi-gloss enamel resistant to air, sun and water. Non-reflective plastic sheeting shall be permanently adhered to the backing. The material shall withstand 3 years' vertical, south-facing exterior exposure.

COLORS: All letters and symbols shall be blue code #0000FF, rgb (0, 0, 255), pantone 294, or approved equal. Background shall be white code #FFFFFF, rgb (255, 255, 255), or approved equal. If plywood is used for the sign panel, the back of the panel shall be painted matte black.

TYPEFACE: Helvetica Medium

SIGN SUPPORT: Sign panels shall be attached to vertical sign support posts. All sign supports shall have breakaway features that meet AASHTO requirements contained in the current "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals". The breakaway features shall be structurally adequate to carry the sign panel at 60-mph wind loading. Installation shall be in accordance with the manufacturer's recommendations. A minimum 2-ft embedment depth below the ground line is required.

LOCATION: The signs SHALL be installed parallel to the travelway, so they are NOT easily viewable by drivers, as the signs are not MUTCD compliant and not intended to be roadway signs.

The lateral offset from the edge of road to the face of sign should be 6-12 feet. 12 feet is preferred where space is available for installation. When installed on a trail, the lateral offset should be 2 feet.

The bottom of the sign should be mounted 7 feet above the edge of road.

DURATION: The signs shall be erected for the life of the construction project. This means that they should be erected only after Notice to Proceed has been given to the contractor and should be removed with all other construction related signs at the end of the project considered to be the point that acceptance of the construction work is given.

Project Specific: Project name shall be printed on sign as follows, "West End, Sidewalk Improvements
PHASE IV – Main Street"

Name of Town/City shall be printed as follows "Town of East Haven"

Name of Chief elected official and title shall be printed as follows: "Mayor Joseph
Carfora"

SECTION 12.08

SIGN FACE - SHEET ALUMINUM

12.08.01—Description: This item shall consist of furnishing and installing sign face-sheet aluminum signs of the type specified, metal sign posts, span-mounted sign brackets and mast arm-mounted sign brackets at locations indicated on the plans or as ordered and complying with the requirements of the plans and these Specifications.

This work will also include the furnishing and installation of the project sign as required by DOT LOTCIP funding.

12.08.02—Materials: Retroreflective sheeting shall meet the requirements of Article M.18.09, Type IV or IX.

Sheet aluminum sign blanks shall meet the requirements of Article M.18.13.

Silk screening of Type IV or IX retroreflective sheeting shall meet the requirements specified by the retroreflective sheeting manufacturer.

Metal sign posts shall meet the requirements of Article M.18.14.

Sign mounting bolts shall meet the requirements of Article M.18.15.

12.08.03—Construction Methods: Placement and dimensions of copy, border and mounting holes shall be as shown in details of the Department of Transportation for Regulatory Warning and Guide signs which are available for inspection at the Department of Transportation office. Non-reflective copy, border and background shall be applied by the silk-screen process in a manner specified by the retroreflective sheeting manufacturer. The silk screening of all copy, border and background on Type IV or IX retroreflective sheeting shall be accomplished prior to the application of the retroreflective sheeting to the finished aluminum sign blank. Type IV or IX retroreflective sheeting shall be of the heat activated adhesive type and shall be applied in a manner specified by the retroreflective sheeting manufacturer.

Retroreflective sheeting shall be applied in such a manner that the finished sign will be wrinkle and bubble free. No splices of the retroreflective sheeting will be permitted on any sign face under 30 s.f. in area with 1 dimension of 4 ft or less and no more than 1 splice will be permitted on any sign without the approval of the Engineer.

Direct application of cutout Type IV or IX retroreflective sheeting copy and border shall meet the requirements specified by the retroreflective sheeting manufacturer. Cutout copy and border shall be applied directly to clean, dust free reflective sheeting background panels. Borders shall be cut neatly and butt-joined at corners and panel joints. Type IV or IX retroreflective sheeting used for direct applied cutout copy and border shall be uniform in brightness and color.

The fabrication of aluminum sign blanks including cutting to size and shape and the punching of mounting holes shall be completed prior to metal degreasing and the application of retroreflective sheeting. Aluminum sign blanks shall be free of buckles, warp, dents, cockles, burrs and defects resulting from fabrication. Span-mounted sign brackets and mast arm-mounted sign brackets shall be installed as shown on the plans.

After complete fabrication of the sign as indicated on the plans and in compliance with the requirements contained in the Specifications, the sign shall be mounted on the type of support designated on the plans after the support has been satisfactorily installed at its proper location.

The reinforcing plate shall be installed as shown on the plans.

Metal sign posts shall be driven or the holes augered and the backfill thoroughly tamped after the posts have been set level and plumb.

In addition to all standards and specs noted in the proceeding section for the LOTCIP Project sign.

12.08.04—Method of Measurement: This work will be measured for payment by the number of square feet of sign face-sheet aluminum of the type specified, installed and accepted.

12.08.05—Basis of Payment: This work will be paid for at the Contract unit price per square foot for “Sign Face-Sheet Aluminum” of the type specified complete in place, which price shall include the completed sign, metal sign post(s), span-mounted sign brackets and mast arm-mounted brackets, mounting hardware, including reinforcing plates, and all materials, equipment, labor and work incidental thereto.

Pay Item Pay Unit

Sign Face - Sheet Aluminum (Type) s.f.

8'-0"

NAME OF PROJECT

Funding Program Constructed in cooperation with the

STATE OF CONNECTICUT

NED LAMONT, GOVERNOR

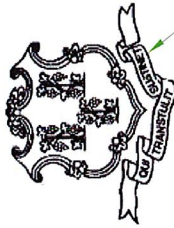
Department of Transportation

Joseph Giuliotti, Commissioner

and the

15" SHIELD Name of Town/City 15" SHIELD

Name of Chief Elected Official and title



NAME OF PROJECT	
Funding Program	
Constructed in cooperation with the	
STATE OF CONNECTICUT	
NED LAMONT, GOVERNOR	
Department of Transportation	
Joseph Giulietti, Commissioner	
and the	
15" SHIELD	Name of Town/City
Name of Chief Elected Official and title	




88

4"

WEST END SIDEWALK IMPROVEMENTS PHASE IV-MAIN STREET

Local Transportation Capital Improvement Program

Constructed in cooperation with the

STATE OF CONNECTICUT
NED LAMONT, GOVERNOR
Department of Transportation
Joseph Giuliotti, Commissioner
and the
Town of East Haven
Joseph Carfora, Mayor

