TOWN OF VERNON, CONNECTICUT

CONTRACT DOCUMENTS

for the

RECONSTRUCTION OF SOUTH STREET

STATE PROJECT NO. 146-195
FEDERAL AID PROJECT 1146(111)

MAYOR
DANIEL A. CHAMPAGNE

PUBLIC WORKS DIRECTOR
ROBERT KLEINHANS

TOWN ENGINEER
DAVID A. SMITH, P.E., L.S.

NOVEMBER 28, 2016

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TOWN OF VERNON

CONTRACT #2001-12/20/2016
F.A.P. No.: 1146 (111) Town of Vernon
Project No.: 146-195: Reconstruction of South Street Contract

INVITATION TO BID

The Town of Vernon, Connecticut is seeking bids from qualified vendors for the Reconstruction of South Street, Vernon, CT. The project involves the reconstruction of approximately 4,700 linear feet of South Street between West Street and Vernon Avenue with minor horizontal and vertical realignment, widening of the roadway to 26 feet and construction of concrete sidewalk on one side of the road throughout the length of the project. The project also includes minor realignment at intersections to improve sight distances and turning radii. Drainage work includes: installation of drainage facilities including approximately 20 storm drainage structures, approximately 2,500 linear feet of 15 in. to 30 in. reinforced concrete pipe, and approximately 4,500 linear feet of 6 inch underdrain. The project also includes safety improvements including new signing and pavement marking. A responding firm must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service.

Each bidder must deposit with its bid a certified check or a bid bond for not less than five percent (5%) of the bid as provided in the Information for Bidders. All bonds must be from sureties listed on the most recent U.S. Treasury Circular 570.

A Maintenance Bond, in the amount of ten percent (10%) of the contract sum shall be required after completion of the work and prior to final payment.

Minimum Federal and State Wage Rates are required for this project.

No bid may be withdrawn for a period of 90 days after the actual date of opening. The allowed contract time for work under this project is 305 days.

This project will have a Disadvantaged Business Enterprise (DBE) goal of no less than 10% of the construction contract value, as certified by CTDOT.

Plans and Specifications for the project may be obtained at the **Engineering Department 55 West Main Street, Vernon, CT 06066** Monday through Friday during normal business hours (Monday – Wednesday 8:30 am – 4:30 pm, Thursday 8:30 am – 7:00 pm, Friday 8:30 am – 1:00 pm). A non-refundable fee of $50.00 per set is required with a ***certified check or money order*** made payable to the **Town of Vernon**.

Copies of the RFP are also available online at the Town of Vernon website at www.vernon-ct.gov/legal-notices with reference to Contract # 2001-12/20/2016 and at the Department of Administrative Services website at www.das.ct.gov.

All questions about the proposals should be directed to David Smith, Town Engineer, by e-mail at DSmith@vernon-ct.gov , no later than 4:30PM on Monday, December 12, 2016. Answers to all received questions shall be posted by Thursday, December 15, 2016 on the Town's website under the bid section at http://www.vernonct.gov/legal-notices with reference to Contract #2001-12/20/2016. It is the sole responsibility of respondents to review any or all addendum or question responses.

Three (3) copies of all proposals should be submitted in a sealed envelope, with "BID DOCUMENT DO NOT OPEN CONTRACT #2001-12/20/2016" clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by 1:00PM on Tuesday, December 20, 2016; at which time proposals shall be opened and read aloud publicly. **E-mailed, faxed or late bids will not be accepted.**

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, if it is deemed to be in the best interest of the Town.

Confidentiality: If Respondent believes that any information in its proposal should be treated as confidential, that material shall be clearly marked. The Town shall endeavor to protect confidential materials from disclosure to non-Town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and agreement forms.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Vernon Town Engineer. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued, will be on file in the office of the Town Engineer, 55 West Main St., Vernon, CT at least five days before Bids are opened. In addition, all Addenda will be e-mailed to each person obtaining Contract Documents and whose name and e-mail address are on record with the Town; however, it shall be each Bidder's responsibility to make inquiry as to the Addenda issued and all such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint itself with the existing conditions there relating to construction and labor and should fully inform itself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize itself with the Drawings, Technical Specifications and all other Contract Documents. The bidders shall also examine all records on file with the Town of Vernon, “Call Before You Dig” and State Authorities regarding the project, and the areas within the project limits, so as to be apprised of all subsurface conditions and other relevant information. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to the failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the Town of Vernon will reject any claim based on the facts regarding which it should have been on notice.

4. ALTERNATE BID

There is no alternate bid.

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4. ALTERNATE BID

There is no alternate bid.

5. BIDS

a.) Each bid must be submitted on the prescribed, separately bound bid forms. All blank spaces must be filled in as noted in ink. Bids must give the prices proposed both in words and figures and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.

b.) The Bidder shall sign the bid in the blank space provided for this purpose. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

Bidders shall furnish with their bids the following:

1. Bid Bond and Form of Surety Guaranty

2. Non-Collusion Affidavit of Prime Bidder (including notification of outstanding financial and other obligations to the Town of Vernon)

3. Statement of Bidder's Qualifications

4. Certificate as to Corporate Principal.

The information required under (1) to (4), inclusive, shall be furnished on the forms included in the separately bound Bid Insert and shall be subject to all requirements of the General Conditions, Special Conditions and the Specifications and Drawings.

c.) The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must submit a certification regarding Equal Employment Opportunity similar to that submitted by the Bidder. Approval of the subcontractor award cannot be given by the Owner unless and until the proposed subcontractor has submitted the certification and/or other evidence that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such certification by proposed subcontractors to its bid, the Bidder is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

d.) The Owner will consider informal any bid not prepared and submitted in accordance with the provisions hereof and may, at its option, waive any informalities or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered. No Bidder may withdraw a bid ninety (90) days after the actual date of the opening thereof.

6. BID GUARANTY

a.) The bid must be accompanied by a bid guaranty which shall not be less than specified in the Invitation to Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bond (at par value) or a bid bond in the form attached.

The bid bond shall be secured by a guaranty or surety company authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. Bids will be considered non-responsive unless accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Town of Vernon. Cash deposits

will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b.) Revised bids submitted before the opening of the bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c.) Certified checks or bank drafts, or the amount thereof, bid bonds and negotiable U.S. Government bonds of successful Bidders, will be returned as soon as practicable after the opening of the bids.

7. COLLUSIVE AGREEMENT

a.) Each Bidder submitting a bid to the Town of Vernon for any portion of the work contemplated by the documents on which bidding is based, shall execute, and attach thereto, an affidavit substantially in the form herein provided to the effect that it has not colluded with any other person, firm or corporation in regard to any bid submitted.

b.) Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form herein provided in the section SUBCONTRACTS under General Conditions.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, as noted in the Bid Package, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, its experience record in constructing the type of improvements embraced in the Contract and its organization and equipment available for the work contemplated; and, when specifically requested by the Town, shall also submit a detailed financial statement. The Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the obligations under the Contract and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

9. UNIT PRICES

The unit prices for each of the several items in the proposal of each Bidder shall include the pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision for, should conditions make it necessary to revise the quantities, increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis of the unit bid prices for such items.

10. CORRECTIONS

Erasures or other changes in the Bids must be noted over the signature of the Bidder.

11. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered.

12. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by a representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn in writing received by the Town prior to the time fixed for the opening of bids. Bids may not be withdrawn and must remain in effect for ninety (90) days following bid opening, even if there are errors in a bid that are discovered after the opening.

14. AWARD OF CONTRACT; REJECTION OF BIDS

a.) If a contract is to be awarded, it will be awarded to the lowest responsible and qualified bidder. The Town of Vernon reserves the right to reject any and all bids in whole or in part or to waive any informality and non-material deficiencies in bidding if it is determined to be in the best interests of the Town of Vernon.

b.) The Town reserves the right to consider as unqualified to do the work required by these Contract Documents any Bidder who does not habitually perform with their own forces at least twenty-five percent (25%) of the dollar value of the work involved in construction of the improvements in these Contract Documents.

c.) The Town will not award the contract to any contractor who is, at the time of the award, ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.

15. EXECUTION OF AGREEMENT, PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND

a.) Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver, to the Town, the Agreement in the form included in the Contract Documents in such number of copies as the Town shall require.

b.) Having satisfied all conditions of award, as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph “a” above, furnish a surety bond in a penal sum not less that the amount of the contract as awarded, less the amount of allowances included in the Bid Proposal, as security for the faithful performance of the contract and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract Documents and shall bear the same date or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the

Town, authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.

c.) The failure of the successful Bidder to execute such agreement and to supply the required bonds or submit the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town grants, based upon reasons determined sufficient by the Town, shall constitute a default and the Bidder's bid bond or guaranty shall be forfeited to the Town of Vernon as liquidated damages. The Town my either award the contract to the next lowest responsible Bidder or re-advertise for bids and may charge against the defaulting Bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Town for a refund.

d.) The successful bidder shall have no contractual rights against the Town of Vernon unless and until the Agreement has been executed by both parties. Neither the submission of a bid, including the lowest responsible bid, nor the issuance of a notice of award shall give a bidder any contractual rights against the Town of Vernon.

16. NOTICE TO PROCEED

A notice to proceed will be issued by the Town of Vernon within thirty (30) calendar days after the execution of the contract by the Town or the deposition of the required bonds and insurance policies, whichever is last.

17. WAGES AND SALARIES

The Contractor shall comply with:

The Federal and State wage rate requirements indicated elsewhere in this contract, as revised, are hereby made part of this Contract. The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website (http://www.wdol.gov/dba.aspx) as may be revised 10 days prior to bid opening. These applicable Federal wage rates will be physically incorporated in the final contract document executed by both parties. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents, prior to the bid opening date. During the bid advertisement period, bidders are responsible for obtaining the appropriate Federal wage rates from the US Department of Labor website.

To obtain the latest Federal wage rates go to the US Department of Labor website (link above). Under Davis-Bacon Act, choose "Selecting DBA WDs" and follow the instruction to search the latest wage rates for the State, County and Construction Type. Refer to the Notice to Contractor (NTC) - Federal Wage Determinations (Davis Bacon Act).

If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

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.

18. ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Town may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

Unless otherwise provided in the Contract Documents:

a). Materials and equipment under an allowance shall be selected promptly by the Town to avoid delay in the Work;

b). Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

c). Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances; and

d). Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

19. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the contractor shall:

a). Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971.

b). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

c). Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

20. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for insuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin or physical handicap.

21. TAXES

Bids should not include federal excise or state sales taxes (State Sales Tax exempt under Connecticut General State Statute Sec. 12-412 (1) as the Town is exempt from payment of any such taxes). The Town is also exempt from transportation taxes when goods are consigned to the Town. Tax exemption certificates will be furnished by the Supervisory Auditor-Accounts Payable upon satisfactory proof of delivery to the Town. Shipments should be consigned to the Town in care of the Contractor.

22. SPECIFICATIONS

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004, as revised by the Supplemental Specifications dated January 2016 (otherwise referred to collectively as "ConnDOT Form 816") is hereby made part of this contract, as modified by the Special Provisions contained herein. The Special Provisions relate in particular to the reconstruction of South Street in the Town of Vernon.

23. CONTRACT AUTHORITY

The contracting authority for this project is the Town of Vernon. The contact person is:

Mr. David A. Smith, P.E., L.S.
Town Engineer
55 West Main Street
Vernon, CT 06066
(860) 870-3664

24. TIME FOR COMMENCEMENT AND COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence work under this Contract within ten (10) days of the date of "Notice to Proceed" issued by the Town of Vernon and shall fully complete all work stipulated in these Contract Documents within 305 calendar days thereafter.

It is mutually agreed that, if the Contractor fails to complete all or a portion of its work within the time stipulated in the Contract Documents, the Owner will be damaged; and because the amount of the Owner's damages is difficult, if not impossible, to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be as follows: (1) Two Thousand and Six Hundred Dollars ($2,600.00) per day as liquidated damages for each and every day of delay in the completion of the work in accordance with the Contract Documents.

The Contractor agrees that said liquidated damages shall be deducted from monies due the Contractor under the Contract, or, if no money is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

TOWN OF VERNON

CONTRACTOR'S CHECK LIST

PROJECT:

RECONSTRUCTION OF SOUTH STREET
VERNON, CONNECTICUT

****

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This check list is provided for the bidder's use and shall not be required for submittal. **The following forms shall be submitted in duplicate:**

		FORM DESCRIPTION
_____	1.	BID PROPOSAL PAGES: pages B-1 to B-15
_____	2.	BID BOND: page F-1 to F-2
_____	3.	CERTIFICATE AS TO CORPORATE PRINCIPAL: page F-3
_____	4.	FORM OF SURETY GUARANTY: page F-4
_____	5.	NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER: page F-5 to F-6
_____	6.	STATEMENT OF BIDDER'S QUALIFICATIONS: pages F- 7 through F-11

BID

TOWN OF VERNON, CONNECTICUT

Project Name: Reconstruction of South Street

Vernon, Connecticut

Bid Submitted by:

_____
Company Name
_____
Street Address
_____
City, State and Zip Code
_____
Contact
_____(____)_____(____)_____
Telephone # Fax #

Mr. Daniel A. Champagne, Mayor
Town of Vernon
14 Park Place
Vernon, Connecticut 06066

Dear Mr. Champagne:

The undersigned, having familiarized themselves with the existing conditions of the project area affecting the cost of the work and with the Contract Documents (which includes Invitation to Bid, Bid Form, Bid Bond, Instructions to Bidders, Non-Collusion Affidavit, Addenda, General Conditions, Special Conditions, Technical Specifications, Drawings as listed in the Schedule of Drawings and form of Surety Bond or Bonds as prepared by the Town of Vernon and on file at the Office of the Town Engineer, 55 West Main Street, Vernon, Connecticut 06066, hereby proposes to furnish all machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the work, all in accordance with the above listed Documents and submits, herewith, in conformity with the project manual and subsequent addenda, the following bid:

	Item #	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
1	0201001	CLEARING AND GRUBBING, THE LUMP SUM PRICE OF $ _____ DOLLARS AND _____ CENTS ($ _____)	L.S.	$ _____
2	0202000	EARTH EXCAVATION THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	15870	$ _____
3	0202100	ROCK EXCAVATION THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	640	$ _____
4	0202200	CHANNEL EXCAVATION - EARTH THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	30	$ _____
5	0202351	UNSUITABLE MATERIAL EXCAVATION THE LUMP SUM PRICE OF $ _____ DOLLARS AND _____ CENTS ($ _____)	800	$ _____
6	0202451A	TEST PIT EXCAVATION THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	160	$ _____
7	0202529	CUT BITUMINOUS CONCRETE PAVEMENT THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	4200	$ _____
8	0205001	TRENCH EXCAVATION (0' - 4' DEEP) THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	100	$ _____
9	0205002	ROCK IN TRENCH EXCAVATION (0' - 4' DEEP) THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	40	$ _____

Item #		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
10	0205003	TRENCH EXCAVATION (0' - 10' DEEP) THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	2400	$ _____
11	0205004	ROCK IN TRENCH EXCAVATION (0' - 10' DEEP) THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	20	$ _____
12	0205005	TRENCH EXCAVATION (0' - 15' DEEP) THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	200	$ _____
13	0205006	ROCK IN TRENCH EXCAVATION (0' - 15' DEEP) THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	100	$ _____
14	0209001	FORMATION OF SUBGRADE THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	17320	$ _____
15	0211000	ANTI-TRACKING PAD THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	200	$ _____
16	0212000	SUBBASE THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	5650	$ _____
17	0213100	GRANULAR FILL THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	260	$ _____
18	0216012A	CONTROLLED LOW STRENGTH MATERIAL THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	20	$ _____

Item #	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
19 0219001	SEDIMENTATION CONTROL SYSTEM THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	7860	$ _____
20 0219011A	SEDIMENT CONTROL AT CATCH BASIN THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	32	$ _____
21 0304002	PROCESSED AGGREGATE BASE THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	3100	$ _____
22 0406002A	TEMPORARY PAVEMENT THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1200	$ _____
23 0404100A	BITUMINOUS CONCRETE PATCHING - FULL DEPTH THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	200	$ _____
24 0406171	HMA S0.50 THE PRICE PER TON OF $ _____ DOLLARS AND _____ CENTS ($ _____)	4000	$ _____
25 0406236	MATERIAL FOR TACK COAT THE PRICE PER GALLON OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1740	$ _____
26 0406999A	ASPHALT ADJUSTMENT COST AN ESTIMATED COST OF $ Forty Eight Thousand Three Hundred DOLLARS AND No CENTS ($ 48,300.00)	1	$ _____
27 0506001	CONCRETE FOR STEPS AND COPINGS THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1	$ _____

Item #	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
28 0507001	TYPE 'C" CATCH BASIN THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	7	$ _____
29 0507006	TYPE "C" CATCH BASIN TOP THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	3	$ _____
30 0507011	TYPE "C" CATCH BASIN (MODIFIED) THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1	$ _____
31 0507021	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE I THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	4	$ _____
32 0507022	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	2	$ _____
33 0507051	TYPE "C" CATCH BASIN OVER 10' DEEP THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	2	$ _____
34 0507080	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE I (MODIFIED) THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1	$ _____
35 0507090	SPECIAL ROUND TYPE "C" CATCH BASIN THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1	$ _____
36 0507701	RESET TYPE "C" CATCH BASIN THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	3	$ _____

Item #		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
37	0651001	BEDDING MATERIAL THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	210	$ _____
38	0651012	15" R.C.P. THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1970	$ _____
39	0651013	18" R.C.P. THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	50	$ _____
40	0651015	24" R.C.P. THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	200	$ _____
41	0651017	30" R.C.P. THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	40	$ _____
42	0651051	12" R.C.P. CLASS V THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	20	$ _____
43	0651055	24" R.C.P. CLASS V THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	220	$ _____
44	0651057	30" R.C.P. CLASS V THE PRICE PER LINEAR FOOT $ _____ DOLLARS AND _____ CENTS ($ _____)	230	$ _____
45	0651656	12" CORRUGATED PE PIPE (SMOOTH INTERIOR) THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	9	$ _____

	Item #	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
46	0651719	12" DUCTILE IRON PIPE THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	70	$ _____
47	0652014	30" REINFORCED CONCRETE CULVERT END THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1	$ _____
48	0653001	CLEAN EXISTING CATCH BASIN THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	10	$ _____
49	0653100	CLEAN EXISTING CULVERT - 12" TO 42" DIAMETER THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	300	$ _____
50	0703012	MODIFIED RIPRAP THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	14	$ _____
51	0728032	NO. 6 CRUSHED STONE THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	30	$ _____
52	0751120	UNDERDRAIN WITH 6" PERFORATED CORRUGATED POLYETHYLENE PIP THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	4700	$ _____
53	0751831	6" OUTLET FOR UNDERDRAIN THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	250	$ _____
54	0755009	GEOTEXTILE THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	40	$ _____

Item #	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
55 0814005	RESET GRANITE CURVED STONE CURBING THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	60	$
56 0815001	BITUMINOUS CONCRETE LIP CURBING THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	9270	$ _____
57 0905011A	RESET FENCE THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	260	$ _____
58 0905106A	6' STOCKADE FENCE THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	100	$ _____
59 0921001	CONCRETE SIDEWALK THE PRICE PER SQUARE FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	18300	$ _____
60 0921005	CONCRETE SIDEWALK RAMP THE PRICE PER SQUARE FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1349	$ _____
61 0921039	DETECTABLE WARNING STRIP THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	14	$ _____
62 0922001	BITUMINOUS CONCRETE SIDEWALK THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	2	$ _____
63 0922500	BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL) THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	210	$ _____

Item #		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
64	0922501	BITUMINOUS CONCRETE DRIVEWAY THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1980	$
65	0924002	CONCRETE DRIVEWAY RAMP THE PRICE PER CUBIC YARD $ _____ DOLLARS AND _____ CENTS ($ _____)	190	$ _____
66	0924007A	RELAY BELGIAN BLOCK PAVERS THE PRICE PER SQUARE FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	80	$ _____
67	0942001	CALCIUM CHLORIDE FOR DUST CONTROL THE PRICE PER TON OF $ _____ DOLLARS AND _____ CENTS ($ _____)	9	$ _____
68	0943001	WATER FOR DUST CONTROL THE PRICE PER THOUSAND GALLONS OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1300	$ _____
69	0943002	SWEEPING FOR DUST CONTROL THE PRICE PER HOUR OF $ _____ DOLLARS AND _____ CENTS ($ _____)	100	$ _____
70	0944004	FURNISHING & PLACING TOPSOIL THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	10400	$ _____
71	0946001	LIMING THE PRICE PER TON OF $ _____ DOLLARS AND _____ CENTS ($ _____)	2.2	$ _____
72	0950005	TURF ESTABLISHMENT THE PRICE PER SQUARE YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	10400	$ _____

Item #		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
73	0969062A	CONSTRUCTION FIELD OFFICE, MEDIUM THE PRICE PER MONTH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	15	$
74	0976006	TRAFFICPERSON (MUNICIPAL POLICE OFFICER) AN ESTIMATED COST OF $ Twenty Two Thousand Two Hundred DOLLARS AND No CENTS ($ 22,200.00)	1	$ 22200.00
75	0970007	TRAFFICPERSON (UNIFORMED FLAGGER) THE PRICE PER HOUR OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1400	$
76	0971001A	MAINTENANCE & PROTECTION OF TRAFFIC THE LUMP SUM PRICE OF $ _____ DOLLARS AND _____ CENTS ($ _____)	L.S.	$
77	0975004	MOBILIZATION AND PROJECT CLOSEOUT THE LUMP SUM PRICE OF $ _____ DOLLARS AND _____ CENTS ($ _____)	L.S.	$
78	0976002	BARRICADE WARNING LIGHTS - HIGH INTENSITY THE PRICE PER DAY OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1300	$
79	0977001	TRAFFIC CONES THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	80	$
80	0978002	TRAFFIC DRUMS THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	80	$
81	0979003	CONSTRUCTION BARRICADE TYPE III THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	10	$

Item #	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
82 0980001	CONSTRUCTION STAKING THE LUMP SUM PRICE OF $ _____ DOLLARS AND _____ CENTS ($ _____)	L.S.	$
83 0981101A	OPPOSING TRAFFIC LANE DIVIDER THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	40	$ _____
84 1206023A	REMOVAL AND RELOCATION OF EXISTING SIGNS THE LUMP SUM PRICE OF $ _____ DOLLARS AND _____ CENTS ($ _____)	L.S.	$ _____
85 1208931	SIGN FACE - SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING) THE PRICE PER SQUARE FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	60	$ _____
86 1208932	SIGN FACE - SHEET ALUMINUM (TYPE IV RETROREFLECTIVE SHEETING) THE PRICE PER SQUARE FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	90	$ _____
87 1209114	HOT-APPLIED PAINTED PAVEMENT MARKINGS 4" YELLOW THE PRICE PER LINEAR FOOT $ _____ DOLLARS AND _____ CENTS ($ _____)	9200	$ _____
88 1209124	HOT-APPLIED PAINTED PAVEMENT MARKINGS 4" WHITE THE PRICE PER LINEAR FOOT $ _____ DOLLARS AND _____ CENTS ($ _____)	9370	$ _____
89 1209131	HOT-APPLIED PAINTED LEGEND, ARROWS AND MARKINGS THE PRICE PER SQUARE FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	520	$ _____
90 1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS THE PRICE PER LINEAR FOOT $ _____ DOLLARS AND _____ CENTS ($ _____)	9370	$ _____

Item #	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
91 1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS THE PRICE PER LINEAR FOOT $ _____ DOLLARS AND _____ CENTS ($ _____)	9200	$
92 1210105	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS & LEGENDS THE PRICE PER SQUARE FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	1020	$ _____
93 1211002	REMOVAL OF PAINTED PAVEMENT MARKINGS THE PRICE PER SQUARE FOOT $ _____ DOLLARS AND _____ CENTS ($ _____)	420	$ _____
94 1220027	CONSTRUCTION SIGNS THE PRICE PER SQUARE FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	500	$ _____
95 1400003A	TRENCH EXCAVATION 0' - 10' DEEP (SANITARY SEWER) THE PRICE PER CUBIC YARD $ _____ DOLLARS AND _____ CENTS ($ _____)	630	$ _____
96 1400004A	ROCK-IN-TRENCH EXCAVATION 0' - 10' DEEP (SANITARY SEWER) THE PRICE PER CUBIC YARD $ _____ DOLLARS AND _____ CENTS ($ _____)	10	$ _____
97 1400005A	TRENCH EXCAVATION 0' - 15' DEEP (SANITARY SEWER) THE PRICE PER CUBIC YARD $ _____ DOLLARS AND _____ CENTS ($ _____)	97	$ _____
98 1400006A	ROCK-IN-TRENCH EXCAVATION 0' - 15' DEEP (SANITARY SEWER) THE PRICE PER CUBIC YARD $ _____ DOLLARS AND _____ CENTS ($ _____)	5	$ _____
99 1400102A	8" POLYVINYL CHLORIDE PIPE (SANITARY SEWER) THE PRICE PER LINEAR FOOT $ _____ DOLLARS AND _____ CENTS ($ _____)	570	$ _____

BID PROPOSAL
RECONSTRUCTION OF SOUTH STREET
VERNON, CONNECTICUT

Item #	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est. Quant.	Ext. Total in Figures
100 1401038A	RECONSTRUCT SANITARY SEWER HOUSE LATERALS THE PRICE PER LINEAR FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	410	$
101 1401946A	CUT AND PLUG ABANDONED SANITARY SEWER THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	2	$ _____
102 1401977A	CONCRETE FOR ENCASEMENT AND CRADE (SANITARY SEWER) THE PRICE PER CUBIC YARD OF $ _____ DOLLARS AND _____ CENTS ($ _____)	3	$ _____
103 1403001A	MANHOLE (SANITARY SEWER) THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	2	$ _____
104 1403501A	RESET MANHOLE (SANITARY SEWER) THE PRICE EACH OF $ _____ DOLLARS AND _____ CENTS ($ _____)	9	$ _____
105 1403504A	RECONSTRUCT MANHOLE (SANITARY SEWER) THE PRICE PER VERTICAL FOOT OF $ _____ DOLLARS AND _____ CENTS ($ _____)	30	$ _____
106 1504010A	TEMPORARY SUPPORT OF UTILITIES THE LUMP SUM PRICE OF $ _____ DOLLARS AND _____ CENTS ($ _____)	L.S.	$ _____

TOTAL BID:

_____ **DOLLARS**

AND _____ **CENTS**

$(_____)

It is understood and agreed that the written Unit Prices bid for the quantities of work in the various item shall control the Contract award that the quantities noted are approximate, (estimated only for use in comparing bids); and that the sum obtained by multiplying the Unit Prices by the estimated quantities and, also, the total of these sums are inserted for the purpose of checking this Bid and for the convenience of the Bidder. The Unit Prices are to be paid for the actual quantities of the several classes of work in the completed work or structures.

Should quantities be less than those shown for the Unit prices, only lesser, actual quantities will be allowed in calculating cost.

Notice to Bidders:

The Bidder's attention is called to Section 10 of the "Information to Bidders" and Section 309 of the Special Conditions regarding the significance of the as-bid unit prices for this project.

The Bidder understands, by signing this Bid, that the Town of Vernon may REJECT any bid that has unit prices which are, in the opinion of the Engineer, obviously unbalanced. The Bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, equipment, pro rata profit and pro rata overhead costs to perform the work described in the Contract Documents.

In submitting this Bid, the Bidder understands that the Town of Vernon reserves the right to reject any and all bids, or to waive any informality in submitted bid documents. The Bidder also understands that the Town of Vernon reserves the right to accept any, all, or none of the Alternates which may be listed above and may accept Alternates in any order at the Town's sole discretion. The Bidder agrees to perform the work of each accepted Alternate for the sum quoted for each and to include such accepted Alternates in the Contract for construction.

If written notice of the acceptance of this Bid and any or all of the Alternates is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening of the Bid, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and deliver any Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to them for signature.

Bid Bond:

The undersigned herewith submits security equal to ten percent (10%) of the Base Bid, the sum of:

_____Dollars and

_____Cents

_____($_____)

This security shall be the sole and exclusive property of the Town of Vernon as liquidated damages to the Town, if the undersigned fails to execute a Contract in conformity with the accompanying forms, after due date notification therefore in the Contract Documents.

Other Conditions:

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this Bid, or any other bid, or in the submitting of this Bid.

The Bidder is enclosing a statement of their qualifications and is prepared to submit a financial statement upon request.

The acceptance of subcontractors shall rest with the Town and their decision shall be final.

Addenda:

The bidder hereby acknowledges receipt of the following Addenda.

Addendum Number	Date Received	Signature

Bidder's Official Name and Address:

_____
Company Name

_____
Street Address

_____
City, State and Zip Code

_____
Contact

_____
Signature Title Date

BID BOND

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

_____
(Name of Principal)

as PRINCIPAL, and_____
as SURETY are held and firmly bound unto the Town of Vernon hereinafter called the "Town", in the penal sum of_____Dollars ($_____)
lawful money of the Untied 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 CONDITIONS OF THE OBLIGATIONS IS SUCH THAT whereas the principal has submitted the accompanying bid dated_____, 20___ for_____

_____

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of same or if no period be specified within_____days after the 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 Town of Vernon 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 Town of Vernon the difference between the amount specified in said Bid and the amount for which the Town of Vernon may procure the required work or supplies or both, if the latter amount be in excess of the former, than the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this_____day of_____, 20___, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of the governing body.

****

For Sole Proprietor

(Seal)

In Presence of:

_____	_____
(Witness Signature)	(Individual Principal)
_____	_____
(Witness Signature)	
	_____
	(Business Address)

****

For Partnership:

(Seal)

In Presence of:

_____	_____
(Witness Signature)	(Partnership)
_____	_____
(Witness Signature)	
	_____
	(Business Address)

****

For Corporation:

Attest:

_____	_____
	(Corporate Principal)
_____	_____
	(Business Address)
	_____
	(Affix Corporate Seal)
	By:_____

Attest:

_____	_____
	(Corporate Surety)
	_____
	(Business Address)
	_____
	(Affix Corporate Seal)

Countersigned:

By:_____ By:_____

Attorney-in-Fact, State of_____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____ , certify that I am the _____of the Corporation named as principal in the within bond, that_____who signed the said bond on behalf of the principal was then_____of said Corporation; that I know the signature and the signature thereto is genuine and that said bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of the governing body.

_____

_____
(Title)

(Corporate Seal)

(The Surety Company must append statement of their financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company and the power-of-attorney of the surety company's attorney-in-fact, authorized to act within the State of Connecticut)

FORM OF SURETY GUARANTY
(To accompany Bid)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation and for other valuable consideration, the

_____
(Name of Surety Company)

a corporation organized and existing under the laws of the State of_____ and licensed to do business in the State of Connecticut, certified and agrees, that if Contract

_____, Project Number_____, is awarded to

_____, the undersigned Corporation will execute the
(Name of Bidder)

bond or bonds as required by the Contract Documents and will become Surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection thencewith.

_____
(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).

TOWN OF VERNON, CONNECTICUT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER
(including notification of outstanding financial and other obligations to the Town of Vernon)

State of_____)
) ss:
County of_____)

_____, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative or agent) of _____

_____the bidder/proposer that has submitted the attached bid/proposal;
(Bidder/Proposer Name)

2. He/She is fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such Bid/Proposal;

3. Such Bid/Proposal is genuine and is not collusive or sham Bid/Proposal;

4. Neither the said Bidder/Proposer 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/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Vernon or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and

6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

7. **Check one:**

_____ That neither this Bidder/Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has outstanding financial or other obligations to the Town of Vernon nor are they a party to any entity which has any such obligations.

_____ There are such outstanding obligations. (List all obligations on a separate sheet, indicate the nature of the obligation and the parties involved.)

8. That neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the Town of Vernon as required by State law.

9. **Listing of owners, partners, officers, representatives, agents and/or affiliates**

Name	Title	Affiliated Company (if none, state NONE)
1.		
2.		
3.		
4.		

(Use additional sheet if necessary - must be on company letterhead and notarized)

(Signed)_____

(Title) _____

Subscribed and sworn to before me this_____day of_____, 20_____.

_____

(Title)_____

My Commission Expires_____

NOTE: THIS FORM MUST BE NOTARIZED

TO BE COMPLETED BY ORIGINATING DEPARTMENT

BID/PROPOSAL/AGREEMENT TITLE:	
DEPARTMENT:	
RETURN FORM TO:	
ADDRESS:	
ADDRESS:	

STATEMENT OF BIDDER'S QUALIFICATIONS
(To be submitted by the Bidder with the Bid)

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 they desire.

1. Name of Bidder:_____

2. Bidder's Tax Identification Number:_____

3. Permanent Main Office Address:_____

4. When Organized:_____

5. If a Corporation, where incorporated:_____Date of Incorporation:_____

6. If other than a Corporation or Partnership, describe Organization and name Principals:

_____
_____
_____

7. Number of years engaged in construction under present firm or trade name:_____ Number of years General Contractor_____

8. Contracts on hand:

Project Name	Owner	Arch/Engr.	Contract Amount	Contract Date	Percent Complete	Scheduled Completion

9. General character of work performed by your firm:

_____

_____

10. Percent of work normally performed with your own forces:

Trade	Percent	Trade	Percent	Trade	Percent

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

_____

_____

_____

12. Have you ever defaulted on a Contract? If so, where and why:

_____

_____

_____

13. List the more important contracts completed by you within the past 5 years:

Project Name	Owner	Arch/Eng.	Contract Amount	Contract Date	Date Completed

14. List major equipment available for this Contract:

_____

_____

_____

15. Experience in work similar in importance to this project:

_____

_____

_____

_____

16. Background and experience of the principal members of your organization, including the officers:

Individual's Name	Construction Experience/Yrs.	Present Position Years Experience	Responsibility	Previous Position Years Experience

17. Name and background of superintendent who will have principal on-site responsibility for this project:

Individual's Name	Similar Project Experience	Dollar Value	Responsibility

18. List States and Categories in which your Organization is legally qualified to do business:

_____

_____

_____

19. Give bank and trade references:

Bank	Trade

20. Name of Bonding and Insurance Companies and Names and Addresses of Agents:

_____

_____

21. Upon request by the Owner, the undersigned agrees to furnish, if being considered for award of contract for the project upon which a Bid Proposal has been submitted, within 48 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus).

22. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Vernon in verification of the recitals comprising this statement of the 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/she is_____of _____and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this_____day of_____, 20_____

_____
Notary Public

My Commission Expires_____

NOTICE OF AWARD

TO: _____

_____

_____

PROJECT DESCRIPTION: RECONSTRUCTION OF SOUTH STREET
VERNON, CONNECTICUT

The Town of Vernon has selected your firm as the apparent low bidder to provide for the RECONSTRUCTION OF SOUTH STREET, Vernon, Connecticut in response to its advertisement for bids dated_____ , 20___ and in accordance with the Contract Documents.

You are hereby advised that your bid has been accepted for items in the amount of:

_____
(Written Figures)

($_____)

_____will be authorized to proceed with this work
(Firm Name)
or service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the First Selectman of the Town of Vernon.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the Town of Vernon will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned and the Town will seek whatever remedies to which it is entitled by law and in equity.

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

Dated this_____day of_____ , 20___.

TOWN OF VERNON, CONNECTICUT

By: _____
Daniel A. Champagne

Title:_____Mayor_____

ACCEPTANCE OF NOTICE

The receipt of the Notice of Award is hereby acknowledged by:

_____
(Signature)

_____
(Firm Name)

_____
(Printed Name/Title)

on this the_____ day of_____, 20_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we_____a_____
(Name of Contractor) (Corporation, Partnership, Individual)
hereinafter called the "Principal" and_____
(Surety)
of_____, State of_____

hereinafter called the "Surety", are held firmly bound unto the Town of Vernon, Connecticut, hereinafter called "OWNER", in the penal sum of

_____DOLLARS

($_____) in 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 and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the _____ day of_____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

RECONSTRUCTION OF SOUTH STREET
VERNON, CONNECTICUT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety, and if it shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, 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 of the specifications accompanying the same shall in any wise 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 Contractor or to work of the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the_____day of_____, 20____

ATTEST:

_____
Principal

_____
(Principal) Secretary

By:_____

(SEAL)

_____
_____
Address/Zip Code

_____
Witness to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By:_____

(SEAL)

Attorney-in-Fact

_____
_____
Address/Zip Code

_____
Witness to Surety

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we_____a_____
(Name of Contractor) (Corporation, Partnership, Individual)
hereinafter called the "Principal" and_____
(Surety)
of_____, State of_____

hereinafter called the "Surety", are held firmly bound unto the TOWN OF Vernon, Connecticut, hereinafter called "OWNER", in the penal sum of

_____DOLLARS

($_____) in 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 and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the _____day of_____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

RECONSTRUCTION OF SOUTH STREET
VERNON, CONNECTICUT

NOW, THEREFORE, if the Principal shall promptly make payment to all 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, coal and coke, 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 of the specifications accompanying the same shall in any wise 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 Contractor or to work of the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the_____day of_____, 20___

ATTEST:

_____
Principal

_____
(Principal) Secretary

By:_____

(SEAL)

_____

_____
Address/Zip Code

_____
Witness to Principal

ATTEST:

_____
Surety

_____
(Surety) Secretary

By:_____

(SEAL)

Attorney-in-Fact

_____

_____
Address/Zip Code

_____
Witness to Surety

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

ACKNOWLEDGMENT OF SURETY COMPANY

State of_____)
) ss:_____
County of_____)

On this_____day of_____, 20_____,

before me personally came_____to me known to be the

person named in the above instrument and who being by me duly sworn, did depose and say (he/she)

resides in_____, that (he/she) is the_____of the

corporation described in which is executed the above instrument; that (he/she) knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that (he/she) signed (his/her) name by like order.

_____
Notary Public

My Commission Expires_____

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company and the Power-of-Attorney of the Surety Company's Attorney-in-Fact, authorized to act within the State of Connecticut.)

The foregoing bond and sureties are hereby approved.

Dated, Vernon, Connecticut_____, 20_____

_____Corporation Counsel, Town of Vernon

TOWN OF VERNON

CERTIFICATE OF NON-ARREARAGE

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

_____being duly sworn deposes and says that

1. He/She is the (Owner, Partner, Officer, Representative, or Agent) of _____ _____the Bidder that has submitted the attached Bid.

2. Neither the Bidder, nor their subcontractors are in arrears to the State of Connecticut Second Injury Fund.

(Signed)_____

_____
Title

Subscribed and sworn to before me this_____day of _____ 20____

_____
Notary Public
Commissioner of the Superior Court

AGREEMENT

THIS AGREEMENT, made this_____day of_____, 20___, by and between the TOWN OF VERNON, hereinafter called the "OWNER"

and_____ (a corporation)

of_____, County of_____and

State of_____ hereinafter called the "CONTRACTOR".

WITNESSETH THAT: for in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

RECONSTRUCTION OF SOUTH STREET, Vernon, CT including addenda thereto, dated_____ _____, being nos._____ as further described in the Proposal for Construction submitted by the CONTRACTOR,
dated_____and all documents included therein by reference; hereinafter called the "Project" for the sum of
_____
_____(_____)

and all extra work in connection therewith, under the terms as stated in the General, Special and Technical Conditions of the Contract, and at (his, her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurances and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Advertisement for Bids, Information for Bidders, Proposal, the General, Special and Technical Conditions for the Contract, the Plans, which include all maps, plates, prints and their drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as prepared by Cardinal Engineering Associates, Inc., with offices located at 3 Colony Street, Meriden, Connecticut, herein entitled the ENGINEER, all of which, including all Addenda thereto, are made a part hereof and collectively evidence and constitute the Contract.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within the time limit specified in the Special Conditions. The CONTRACTOR further agrees to pay, as liquidated damages, the sum as specified in the Special Conditions and as herein provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract and to make payments on account thereof as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER:_____TOWN OF VERNON, CONNECTICUT_____ (Corporate Seal)

BY:_____ TITLE:_____

ATTEST:_____

CONTRACTOR:_____ (Corporate Seal)

BY:_____ TITLE:_____

ATTEST:_____

CERTIFICATION

I, the undersigned_____, the duly authorized

and acting legal representative of the_____

do hereby certify as follows:

I have examined the above Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, have full power and authority to execute said Agreements on behalf the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provision thereof.

_____

Date_____

NOTICE TO PROCEED
(Refer to Agreement)

Date_____

TO: _____

_____

_____

PROJECT DESCRIPTION: RECONSTRUCTION OF SOUTH STREET
VERNON, CONNECTICUT

You are hereby notified to commence work in accordance with the Agreement dated _____on or before_____,20____, and you are to complete the work within_____ _____consecutive calendar days thereafter. The date of completion of work is therefore:_____ _____, 20___.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

_____Town of Vernon_____
Owner

By:_____

Title:_____

****

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

_____

this_____day of_____, 20___.

Contractor:

_____

By:_____

Title:_____

CERTIFICATE OF WAIVER AND RELEASE OF CLAIMS

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

_____
(Subcontractor Name/Address)

a corporation/partnership, business organized under the laws of the State of Connecticut, in consideration of the sum of:

_____
(Written Figures)

($_____)

received from_____

_____
(General Contractor Name/Address)

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heir, executors, administrators, successors and assigns, all rights to claim payment for work done and in place as of the date of this Release of the project commonly known as

_____
(Name of Project)

_____
(Name of Subcontractor)

hereby indemnifies the _____(Owner) against any and all claims for work performance and/or materials supplied by it/him/her/us under the above mention Contract.

IN WITNESS WHEREOF:

_____
(Subcontractor Name/Address)

has caused this Waiver and Release of Claims to be executed by its duly authorized officer this

_____day of _____ , 20_____.

Executed and delivered in the presence of:

_____ By:_____
Witness

_____
Witness

****

State of_____)
) ss:_____
County of_____)

_____duly authorized, have duly sworn, deposes and

says that he/she is_____of _____
and that the statements herein contained are true and correct.

Subscribed and sworn to before me this_____day of_____ 20 _____

_____
(Notary Public)

My Commission Expires_____

CONTRACTOR'S FINAL PAYMENT RELEASE

KNOW YE MEN BY THESE PRESENTS THAT:

_____duly authorized to act on behalf of_____
_____
(Contractor's Name and Address)
_____of _____
County and State of_____, for and in consideration of final payment is the sum of_____Dollars ($_____), lawful money of the United States of America, the receipt whereof is hereby acknowledged, in full satisfaction and payment of all sums of money owing, payable and belonging to _____(Contractor) by means whatsoever, for or on account of a certain agreement hereinafter called the_____ _____(Owner) and _____ (Contractor), dated _____

NOW, THEREFORE,_____ duly authorized to act on behalf of said_____(Contractor), its successors, legal representative and assigns does hereby release, acquit, agree to indemnify and hold harmless and forever discharge the said _____(Owner), its officers, agents, servants and employees from all claims, demands and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, trespasses, damages, judgments, extent, executions, claims and demands whatsoever in law or equity, or otherwise that_____ (Contractor), its successors, legal representative and assigns may now have or that might subsequently accrue to _____(Contractor) its successors, legal representatives and assigns out of or connected with, directly or indirectly, the Contract dated_____ between _____(Contractor) and_____(Owner) and any and all other bid documents, agreements and contract modifications thereto.

Signed, Sealed and Delivered in the Presence of:

_____(Witness)
By:_____
_____(Witness)
Its duly Authorized_____

STATE OF CONNECTICUT)
) ss: Dated:_____
COUNTY OF:)

Before me, on behalf of _____personally appeared_____ _____, duly authorized, to me known, and known to me to be the person named in and who executed the above release, and he/she acknowledges to me that he/she executed the same as his/her free act and deed.

_____
Notary Public, Commission of Superior Court
My Commission Expires:_____

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned, a _____ in and for said County and State
(NOTARY PUBLIC, JUSTICE OF THE PEACE, ALDERMAN)

personally appeared_____
(INDIVIDUAL, PARTNER OR DULY AUTHORIZED REPRESENTATIVE OF CORPORATE CONTRACTOR)

who, being duly sworn according to law, deposes and says that all labor, materials and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract of the Town of Vernon, Connecticut

with_____have been paid in full.
(CONTRACTOR)

_____
(Individual, Partner or duly Authorized Representative of Corp. Contractor)

Sworn to and subscribed before me this

_____day of _____, 20_____

_____
NOTARY

STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the Contract dated_____between the Town of Vernon, Connecticut and_____
(Contractor)

the _____ on the Material and Labor Payment Bond of
(Surety)

_____, after a careful examination of the books and records
(Contractor)
of said Contractor or after receipt of an affidavit from Contractor, which examinations of affidavit satisfies Surety that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment of the said _____, Contractor, and by these presents witnesseth that payment to the Contractor of the final estimates shall not relieve Surety of any of its obligations to_____ as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, SAID SURETY has hereunto set its hand and seal this_____day of _____, 20_____.

ATTEST:

(SEAL)_____BY_____
(President)

NOTE: THIS STATEMENT, IF EXECUTED BY ANY PERSON OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE COMPANY, MUST BE ACCOMPANIED BY A CERTIFICATE OF EVEN DATE SHOWING AUTHORITY CONFERRED UPON THE PERSON SO SIGNING TO EXECUTE SUCH INSTRUMENTS ON BEHALF OF THE COMPANY REPRESENTED.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned_____
_____(Contractor)
as Principal, and _____as Surety, are held and firmly bound unto the Town of Vernon, Connecticut, hereinafter called the "Town" in the final sum of _____ _____Dollars ($_____), lawful monies of the United States for the payment of which sum will and truly 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 executed an Agreement, dated_____ , 20___, for the RECONSTRUCTION OF SOUTH STREET, VERNON, CONNECTICUT.

NOW THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period of 365 days from the date of final payment and issuance of a Certificate of Completion, without additional cost to the Town. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond shall become payable to the Town.

ANY CHANGES MODIFICATIONS, AMENDMENTS AND/OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE TOWN SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED AND/OR ALTERED.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this_____day of_____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

_____ _____ (Seal)
(Individual Principal)

_____ _____
(Business Address)

_____ _____

_____ (Seal)
(Partnership)

_____ _____
(Business Address)

_____

By:_____

Attest:

_____ _____

(Corporate Principal)

_____ _____

(Business Address)

_____

By:_____(Seal)

_____

Attest:

_____ _____

(Corporate Surety)

_____ _____

Countersigned by:

_____ _____(Seal)

_____ _____

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.

TOWN OF VERNON
CHANGE ORDER

PROJECT: RECONSTRUCTION OF SOUTH STREET

Contract Date:_____
Change Order Date:_____
Change Order No._____

CONTRACTOR:_____

TO: TOWN OF VERNON, CONNECTICUT

_____, *the Contractor, agrees that this change order adjusts the contract price and time to reflect fairly all overhead, profit, charges costs, expenses, delays, damages and the payments that may be claimed due and owing to the Contractor as of the above stated date and agrees that the acceptance of this change order by the owner will constitute a complete and final accord and settlement of Contractor's claims against the Owner on account of this work through the date of the Contractor's signature below..*

_____

You are directed to make the following changes in this Contract:

Justification:

_____

The Original Contract Sum was: $_____
Net Changes by previous Change Orders: $_____

The Contract Sum prior to this Change Order was: $_____
The Contract Sum will be (increased, decreased)
by this Change Order: $_____

The Contract Time will be (increased, decreased, unchanged) by _____calendar days.
The Date for Completion as of the date of this Change Order therefor is_____

****

_____	_____	_____
(Engineer)	(Contractor)	(Owner)
_____	_____	_____
(Address)	(Address)	(Address)
_____	_____	_____
By:_____	By:_____	By:_____
Date:_____	Date:_____	Date:_____

STATE OF CONNECTICUT
LABOR DEPARTMENT

REGULATION OF WAGES DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I,_____of

_____
(Officer, Owner, Authorized Rep. Company Name)

Do hereby certify that the

_____
Company Name

and all of its subcontractors will pay all workmen on the:

_____
Project Name and Address

The wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

_____
Signed

Subscribed and worn to before me this_____day of_____ , 20___

_____
Notary Public

STATE OF CONNECTICUT

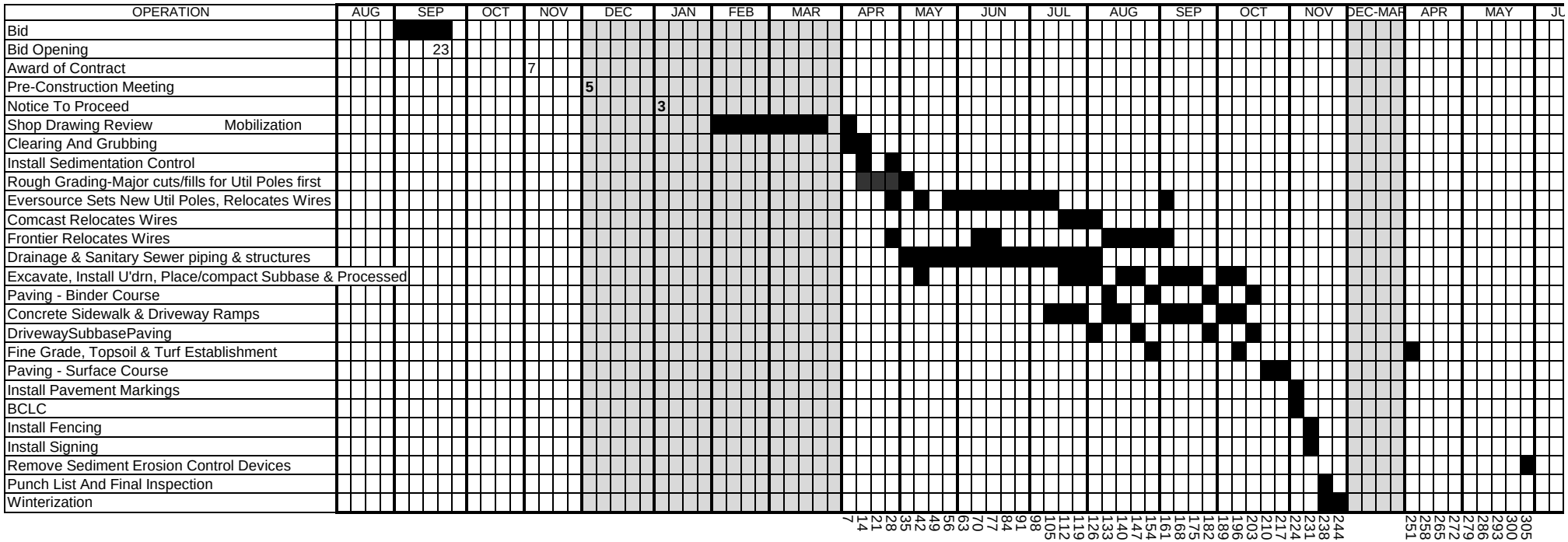
DEPARTMENT OF TRANSPORTATION

BUREAU OF HIGHWAYS

CHART FOR DETERMINING NUMBER OF CONTRACT DAYS

TOWN OF: VERNON | FED. AID PROJECT NO. 1146(111) | TOWN NO. 146 | PROJECT NO. 195 | LENGTH 4681 FEET

RECONSTRUCTION OF SOUTH STREET



MINIMUM EQUIPMENT REQUIREMENTS

Sufficient equipment and three crews to complete the work on this project within the number of calendar days allowed on this chart.

DATE OF LETTING		CALENDAR DAYS	305
POSSIBLE AWARD	11/07/16	ALLOWED	305
START OF JOB	January 3, 2017	CALCULATED BY	AMD
FINISH OF JOB	May 31, 2018	APPROVED BY	JC3

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GENERAL CONDITIONS

101. DEFINITIONS

Section 1.01.01 of the Standard Specifications—Definitions: is amended and supplemented as follows:

Substitute the word "Municipality" or "Municipal" for "Department" wherever "Department" appears in the definitions for each of the following terms: Award, Contract, Highway, Plans, and Project.

Substitute the word "Engineer" for "Commissioner" wherever "Commissioner" appears in the definitions for each of the following terms: Subcontractor and Sub-subcontractor.

Add the following:

Municipal: Of or relating to the Municipality.

Municipal Liaison: That individual identified by the Municipality to act as liaison with the State of Connecticut, Department of Transportation.

Municipality: Town of Vernon, Connecticut

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a. The term "Contract" or "Contract Documents" mean that group of documents which embody the agreement between the Town and the Contractor for the construction and installation of improvements specified herein, and shall include the following: Executed Agreement Addenda (if any), Invitation for Bids, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

b. The terms "Town" and "Town of Vernon" refer to the particular contracting authority entering into, carrying out, and administering the Contract with the Contractor. The contracting authority for this Contract and the terms "Town" and "Town of Vernon" shall mean the department or agency specified as the Contract Authority except in the few instances where the term "Town" or "Town of Vernon" is used in connection with laws, ordinances, regulation codes, rules and other governmental action of the Town.

c. The term "Local Public Agency" shall mean the department or agency specified in as the Contract Authority.

d. The term "Contractor" means the person, firm or corporation entering into the Contract with the Town to construct and install the improvements embodied in the Contract.

e. The term "Project Area" means the physical area (Contract limits) in which the improvements contemplated by the Contract are to be installed or constructed.

f. The term "Engineer" means the Engineer in charge serving the Town with architectural or engineering services, its successor, or any other person or persons, employed by the Town for the purpose of directing or having charge of the improvements embodied in this Contract, and said Engineer acting directly or indirectly through an Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted in him.

g. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and specifies the qualities, quantities, technical characteristics, data and standards of the materials to be furnished, the workmanship required, and methods to be used in carrying out the construction and installation of the improvements contemplated by this Contract.

h. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued to prospective Bidders prior to the time of receiving bids.

102. ABBREVIATIONS

AA—Aluminum Association

AAA—Aluminum Alloy Association

AAPA—American Association of Port Authorities

AASHTO—American Association of State Highway and Transportation Officials

AASHTO Standard Method of Test or Standard Specification, it refers by letter and number to the method or specification published by AASHTO - in the "Standard Specifications for Transportation Materials and Methods of Sampling and Testing". The edition governing the work shall be in effect on the date the Contract was advertised for solicitation of bids shall govern.

ACI—American Concrete Institute

ADA—Americans with Disabilities Act

AFPA—American Forest and Paper Association

AGA—American Gas Association

AGC—Associated General Contractors of America

AHA—American Hardboard Association

AHAM—Association of Home Appliance Manufacturers

AIA—The American Institute of Architects

AIEE—American Institute of Electrical Engineers

AISC—American Institute of Steel Construction

AISI—American Iron and Steel Institute

AITC—American Institute of Timber Construction

ALI—Associated Laboratories, Inc.

A.L.I.—Automotive Lift Institute

ALSC—American Lumber Standard Committee

AMCA—Air Movement and Control Association

ANLA—American Nursery and Landscape Association

ANSI—American National Standards Institute

AOAC—AOAC International

AOEC—Area of Environmental Concern

AOSA—Association of Official Seed Analysts

APA—The Engineered Wood Association

API—American Petroleum Institute

AREMA—American Railway Engineering and Maintenance-of-Way Association

ARI—Air Conditioning & Refrigeration Institute

ARTBA—American Road and Transportation Builders Association

ASA—Acoustical Society of America

ASC—Adhesive and Sealant Council

ASCE—American Society of Civil Engineers

ASHRAE—American Society of Heating, Refrigerating and Air Conditioning Engineers

ASME—American Society of Mechanical Engineers

ASSE—American Society of Sanitary Engineering

ASTM— American Society of Testing and Materials (ASTM International): Wherever reference is made to an ASTM specification, test method, or practice, it refers by letter, number, or both to standards published by ASTM International in the "ASTM Standards Source™ Database". The edition governing the work shall be in effect on the date the Contract was advertised for solicitation of bids shall govern.

ATA—American Transit Association

ATSSA—American Traffic Safety Services Association

AWG—American Wire Gauge

AWI—Architectural Woodwork Institute

AWPA—American Wood-Preservers Association

AWPI—American Wood Preservers Institute

AWS—American Welding Society: Wherever reference is made to an AWS materials specification, inspection methods, or welding procedures, it refers by section number to standards of the American Welding Society published in the applicable steel, or aluminum welding code. The edition governing the work shall be in effect on the date the Contract was advertised for solicitation of bids shall govern.

AWWA—American Water Works Association

AZI—American Zinc Institute

BHMA—Builders Hardware Manufacturers Association

BOCA—Building Officials and Code Administrators International

CBM—Certified Ballast Manufacturers Association

CCRL—Cement and Concrete Reference Library

CISCA—Ceilings and Interior Systems Construction Association

CLFMI—Chain Link Fence Manufacturers Institute

CONNDOT—Connecticut Department of Transportation

CFR—Code of Federal Regulations

CGS—Connecticut General Statutes

CISPI—Cast Iron Soil Pipe Institute

CPI—Clay Pipe Institute

CRI—Carpet and Rug Institute (The)

CRSI—Concrete Reinforcing Steel Institute

CS—Commercial Standard

CSI—Construction Specifications Institute

CSSB—Cedar Shake & Shingle Bureau

CTI—Cooling Tower Institute

DASMA—Door and Access Systems Manufacturers Association, International

DEP—Connecticut Department of Environmental Protection

DFPA—Douglas Fir Plywood Association

DHI—Door and Hardware Institute

DOD—Department of Defense

DPUC—Department of Public Utility Control

EIA—Electronic Industries Association

EPA—Environmental Protection Agency

FAA—Federal Aviation Administration, U.S. Department of Transportation

FCC—Federal Communications Commission

FCICA—Floor Covering Installation Contractors Association

FHWA—Federal Highway Administration, U.S. Department of Transportation

FM—Factory Mutual System

FRA—Federal Railway Administration, U.S. Department of Transportation

FS—Wherever reference is made to FS in the contract, it refers by number, letter, or both, to the latest standard or tentative standard of the Federal Specification Unit, General Services Administration, Federal Supply Service, as to materials, specifications, or methods of testing, whichever the case may be.

FTA—Federal Transit Administration

HASP—Health and Safety Plan

HMA—Hot Mix Asphalt or Bituminous Concrete

HPMA—Hardwood Plywood Manufacturers Association

GA—Gypsum Association

GANA—Glass Association of North America

GSA—General Services Administration

ICBO—International Conference of Building Officials

ICEA—Insulated Cable Engineers Association

IEEE—Institute of Electrical and Electronics Engineers

IESNA—Illuminating Engineering Society of North America

IGCC—Insulating Glass Certification Council

IMSA—International Municipal Signal Association

IRI—HSB Industrial Risk Insurers

ITE—Institute of Traffic Engineers

KCMA—Kitchen Cabinet Manufacturers Association

LMA—Laminating Materials Association

LPI—Lightning Protection Institute

MBMA—Metal Building Manufacturers Association

MIL—Military Standardization Documents, U. S. Department of Defense

MMA—Monorail Manufacturers Association

MS—Military Specifications

MSHA—Mine Safety and Health Administration

MSS—Manufacturers' Standardization Society of the Valve and Fittings Industry, Inc.

MUTCD—Manual on Uniform Traffic Control Devices

NAAMM—National Association of Architectural Metal Manufacturers (The)

NAIMA—North American Insulation Manufacturers Association (The)

NBFU—National Board of Fire Underwriters

NBS—National Bureau of Standards

NC—National Course

NCHRP—National Cooperative Highway Research Program

NCMA—National Concrete Masonry Association

NCPI—National Clay Pipe Institute

NCPRC—National Clay Pipe Research Corporation

NEBB—Natural Environmental Balancing Bureau

NEC—National Electrical Code

NECA—National Electrical Contractors Association

NEMA—National Electrical Manufacturers Association

NEPCOAT—North East Protective Coatings Committee

NESC—National Electrical Safety Code

NETA—International Electrical Testing Association

NFPA—National Fire Protection Association

NFS—NFS International

NICET—National Institute for Certification in Engineering Technologies

NIOSH—National Institute of Occupational Safety and Health

NIST—National Institute of Standards and Technology

NLMA—National Lumber Manufacturers Association

NOAA—National Oceanic and Atmospheric Administration

NRCA—National Roofing Contractors Association

NTMA—National Terrazzo and Mosaic Association (The)

NWWDA—National Wood Window and Door Association

OEO—Office of Equal Opportunity

OSHA—Occupational Safety and Health Administration

PCA—Portland Cement Association

PCC—Portland Cement Concrete

PCI—Precast/Prestressed Concrete Institute

PLP—Plastic Laminate Producers

PS—Product Standard of NBS, U. S. Department of Commerce

PTI—Post-Tensioning Institute

RLMI—Reflector and Lamp Manufacturers' Institute

RMA—Rubber Manufacturers Association

SAE—SAE International

SAWP—Society of American Wood Preservers

SFPA—Southern Forest Products Association

SPIB—Southern Pine Inspection Bureau

103. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK

See Paragraph 2 & 3 in Instructions to Bidders.

104. KNOWLEDGE OF APPLICABLE LAWS

Bidders shall be deemed to know and understand all federal, state and local laws, ordinances and regulations and municipal bylaws which in any manner apply to projects for which they bid; such legal requirements shall include, but not necessarily be limited to, those which apply to the conduct of the Contract work, the equipment and materials to be used on the Project, or the treatment of individuals or classes of individuals in relationship to their involvement with the Project. A Contractor's ignorance of such requirements shall not constitute justification for the Contractor's failure to consider such requirements in formulation of a bid proposal.

105. INTENT OF CONTRACT

The intent of the Contract is to prescribe a complete work or improvement that the Contractor undertakes and is required to do in full compliance with the specifications, plans, special provisions, proposal, and other Contract documents. The Contractor shall perform all Project work in conformity with the lines, grades, typical cross-sections, dimensions, and other data shown on the plans and other Contract documents, as they may be modified by written orders from the Engineer subsequent to the date of the Contract. Said work includes the furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary for the satisfactory prosecution and completion of the Project.

106. COORDINATION OF SPECIAL CONDITIONS, PLANS, SUPPLEMENTAL SPECIFICATIONS AND STANDARD SPECIFICATIONS AND OTHER CONTRACT REQUIREMENTS

Coordination of Special Provisions, Plans, Supplemental Specifications and Standard Specifications and Other Contract Requirements: All requirements indicated on the plans or in the Standard Specifications, the Supplemental Specifications, Special Provisions or other Contract provisions shall be equally binding on the Contractor, unless there is a conflict between or among any of those requirements. In the case of such a conflict, the order of governance among those requirements, in order of descending authority, shall be as follows:

1. Environmental Permits
2. Environmental Permit Applications
3. Special Provisions
4. Plans other than Standard Sheets (enlarged details on plans, used to clarify construction, shall take precedence over smaller details of the same area; and information contained in schedules or tables, titled as such, shall take precedence over other data on plans)
5. Standard Sheets
6. Supplemental Specifications (General Conditions – Town of Vernon)
7. State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816 Divisions 1 through 3 and Supplemental Specifications dated January 2016
8. Other Contract requirements

Numerical designations of dimensions shall take precedence over dimensions calculated by applying a scale to graphic representations. Neither party to the Contract may take advantage of any obvious error or omission in the Contract. Should either party to the Contract discover such an error or omission, that party shall notify the other party of same immediately in writing. The Engineer will make such corrections and interpretations of the Contract as are necessary, in his judgment, to fulfill the purposes of the Contract that are evident from examining the Contract as a whole.

If the Contract includes an item that does not have a corresponding specification for either performance or payment purposes, the Contractor shall notify the Engineer of that fact in writing at least 2 weeks prior to ordering materials for or commencing work on the item. If the contract documents do not contain such a specification, the Engineer shall, if possible, derive an appropriate specification from applicable AASHTO Specifications or, if necessary, ASTM Specifications. If neither of those sources provides a suitable specification, the Contractor shall seek guidance from the Engineer with regard to the item, and the Engineer will formulate a reasonable specification for the item. When compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels, the Contractor shall refer such issues to the Engineer for a decision before proceeding with the pertinent work.

107. CONTRACTOR'S RESPONSIBILITY OF WORK

Contractor's Responsibility for Work: From the date for commencement of construction given in the "Notice to Proceed" until the date when the Engineer relieves the Contractor of responsibility for the Project, the Project construction and site shall be under the charge and care of the Contractor; and the Contractor shall take every necessary precaution against damage to the same or any part thereof by the action of the elements or from any other cause, including either execution or

non-execution of Project work. The Contractor shall rebuild, repair, restore or otherwise make good, at its own expense, all damage to, or impairment of, any portion or purpose of the Project which results from any of the above causes prior to completion of the Project.

108. ENGINEER'S AUTHORITY

a) The Engineer shall act as the Owner's representative during the construction period shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

b) The Contractor will be held strictly to the intent of the Contract documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

c) The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

d) The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

109. COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals, changes and claims must be in writing.

Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement or at such other office as the Contractor may from time to time designate in writing to the Town of Vernon, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the Town shall, unless otherwise specified in writing, be delivered to the Director of Public Works. Any notice to or demand upon the Town shall be sufficiently given if so delivered, or if received in the United States mail in a sealed, postage prepaid envelope, or if transmitted to said Town at such address with charges prepaid by any telegraph company, or if delivered by any of the foregoing means to such other representative of the Town or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt as the case may be.

110. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, transportation, superintendence, equipment, water, light, heat, power, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

Where the work is located in a public street or highway, the Contractor must apply for and obtain such permit or permits as may be necessary, in accordance with these Specifications. The Contractor must provide such security or insurance as may reasonably be required incidental to and as a prerequisite to such permit or permits. It shall bear all expenses for and incidental to securing the permit or permits and complying with the terms and requirements thereof.

The Contractor shall arrange its operations and the spaces occupied by him so as to provide access to properties along the street, particularly driveways, access to fire hydrants, manholes, gate boxes and other utilities. If for any reason it is not expedient to backfill an excavation, the Contractor shall construct and maintain suitable bridges to carry pedestrians and traffic in or to the street, driveway or property in question as directed by the Engineer. The Contractor shall confine its occupancy of public or traveled ways to the smallest spaces compatible with the efficient performance or construction of the work contemplated by this Contract, and more particularly to such limits as are set by the Contract Documents.

111. OTHER CONTRACTS

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate

fully with such other contractors, by scheduling its' own work with that to be performed under other contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, but shall act as necessary to insure the orderly, proper and economical construction of the whole project or group of projects.

In case of conflict between contractors, the Engineer will determine the location where work shall commence. Such determination shall have no effect on the Contract costs and will not be considered as the basis for a claim for additional compensation.

The work under this Contract shall be coordinated with any other work which may be under construction or contemplated in the same general area. In order that the work under this Contract may conform to the conditions under which it has been undertaken, the Engineer will determine the location where the work will commence. Such determination shall have no effect on the Contract cost and will not be considered as the basis for a claim for additional compensation.

112. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

113. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives its personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Town and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its work.

b. The Contractor shall lay out its' own work unless otherwise provided, and it shall be responsible for all work executed by him under the Contract. It shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

114. CONTRACTOR'S RESPONSIBILITY FOR ADJACENT PROPERTY AND SERVICES

The Contractor's attention is directed to the fact that there are utilities in the project area. In addition, overhead utilities (including utility poles, pole guys and overhead wires) and buried utilities do exist in the immediate vicinity of the project.

The Contractor shall be liable for all damages and claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

The following companies and their representatives shall be contacted by the Contractor to coordinate the protection of their utilities on the construction site two (2) weeks prior to the start of any work on the project involving their utilities:

The Southern New England Telephone Company dba Frontier Communications of Connecticut
Mr. Raymond Puzemis, Engineering Supervisor
1441 North Colony Road
Meriden, Connecticut 06450-4101
PHONE: (203) 238-5657
E-MAIL: raymond.w.puzemis@ftr.com

The Connecticut Light and Power Company dba Eversource Energy – Electric Distribution
Mr. Barry C Lashley, Msc.
Supervisor - Construction Engineering
135 New Rd, MADISON AWC
Madison, CT 06443
PHONE: (203) 245-5208

E-MAIL: barry.lashley@eversource.com

Comcast of Connecticut, Inc
Mr. Jim Bitzas, Sr. Manager of Western New England
1110 East Mountain Road
Westfield, MA 01085
PHONE: (413) 562-9923 EXT: 73252 Mobile: (617)279-7485
E-MAIL: jim_bitzas@cable.comcast.com

Yankee Gas Services Company dba Eversource Energy - Gas Distribution
Mr. Bret Factora, Manager Gas Engineering/GIS
47 Eagle Street
Waterbury, CT 06708
PHONE: (203) 596-3071 Mobile: 203-450-3389
E-MAIL: bret.factora@eversource.com

The Connecticut Water Company
Mr. Daniel Lesnieski, Infrastructure Rehabilitation Manager
25 North Road
East Windsor, CT 06088
PHONE: (860) 292-2834
E-MAIL: dlesnieski@ctwater.com

Spectra Energy Operating Company, LLC
Mr. Bradley E. Franzese, Area Manager
252 Shunpike Road
Cromwell, Connecticut 06416
Phone: (860) 635-0800; Fax: (860) 635-2632
E-mail: befranzese@spectraenergy.com

115. SUBCONTRACTS

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until it has submitted a non collusive affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Town. It shall submit a written statement containing such information as the Town may require concerning the experience, ability and responsibility of the proposed subcontractor and the scope of the subcontract.

116 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all subcontractors, trades, or material men 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.

117. PERMITS AND CODES

a.) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes applicable to the work of this Contract. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Town. Where the requirements of the Drawings and technical Specifications fail to comply with such applicable ordinances or codes, the Town will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (not withstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Town, but a change order will be issued to cover only the excess cost the Contractor

would have been entitled to receive if the change had been before the Contractor commenced work on the items involved.

b.) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with improvements embraced in this Contract.

c.) The Contractor shall, at its' own expense, secure and pay to the appropriate department of the Town or State of Connecticut the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas and sewer permits required by the regulatory body of any of its agencies. The Contractor's attention is called to the fact that the Town of Vernon has a list of all State maintained streets which is readily available to the Contractor for inspection.

118. WAGES

a.) State of Connecticut Requirement

The wages paid on an 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 such employee to an employee's welfare fund, as defined in section 31-78 of the General Statutes of Connecticut 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 employee to any such employee's welfare fund shall pay to each employee as part of its wages the amount of payment or contribution for its classification on each pay day.

b.) State and Federal Wage Standards

The wage determinations governing the work to be performed under this Contract are set forth in Exhibits F and G of Appendix B of the Special Provisions in the Contract Documents. Nothing herein contained shall be construed to permit the payment of wages or salaries below the rates required by any other provision of this contract.

119. INSURANCE

a. General

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this Contract of the kinds and adequate amounts to secure all of the Contractor's obligations under this Contract with an insurance company or companies licensed to write such insurance in Connecticut and acceptable to the Town of Vernon. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts designated herein and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage or the acceptance by the Owner of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Owner, the State of Connecticut, their agents and employees for any and all claims for damages arising out of this Contract to either persons or property. All policies shall have the Owner (Town of Vernon) and the State of Connecticut as additional names insured on them. The Contractor shall provide a certificate of proof for said insurance to the Owner.

b. Worker's Compensation Insurance:

The Contractor shall provide adequate statutory WORKER'S COMPENSATION INSURANCE for all labor employed on the Project who may come within the protection of such laws and shall provide, where practicable, Employer's General Liability Insurance for the benefit of his employees not protected by such compensation laws and proof of such insurance satisfactory to the Owner shall be given. Said insurance shall be written with such company as may be acceptable to the Owner and the policy shall be submitted to the owner for examination. Satisfactory certificates of said insurance shall be filed with the Owner in SEXTUPLICATE prior to the preparation of the construction contracts. The Contractor will be charged with the responsibility for proper and adequate Worker's Compensation coverage for all his subcontract operations and, in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the owner covering

each and every subcontractor shall be filed with the Owner prior to the commencement of such subcontract operations.

c. Contractor's Comprehensive General Public Liability and Property Damage Liability Insurance:

1. The Contractor is to carry Comprehensive General Liability Insurance providing for a limit of not less than Four Million Dollars 4,000,000.00) for all damages arising out of bodily injuries to or death of one or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Two Million Dollars ($2,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of not less than Four Million Dollars ($4,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

2. The insurance shall be placed with such company as may be acceptable to the Owner. The policy shall be submitted to the owner for examination and satisfactory certificates of said insurance shall be filed with the owner in SEXTUPLICATE prior to the signing of the construction contracts. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations and, in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to the commencement of such subcontract operations.

d. Owner's Protective Liability Insurance and Property Damage:

The Contractor shall provide the Owner an insurance policy written in the name of the Town of Vernon, its employees, servants and agents and extended to include the interest of the State of Connecticut and Cardinal Engineering Associates, Inc., its employees, servants and agents to protect the Town of Vernon, from any liability, which might be incurred against them as a result of any operations of the Contractor or his subcontractors or their employees. Such insurance shall provide for a limit of not less than Two Million Five Hundred Thousand Dollars ($2,500,000.00) for all damages arising out of bodily injuries to or death of one or more persons in any one accident; and not less than One Million Dollars ($1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than Four Million Dollars ($4,000,000.00) for all damages arising out of injury to or destruction of property during the policy period. The Contractor and his Insurers shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the Town.

e. Comprehensive Automobile Liability and Property Damage Insurance:

The Contractor shall carry Comprehensive Automobile Liability insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of not less than Two Million Dollars ($2,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than Three Million Dollars ($3,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; the Property Damage coverage in the amount of not less than Two Million Dollars ($2,000,000.00) for all damages arising out of injury to or destruction of property.

f. Insurance Covering Special Hazards:

Special hazards shall be covered by rider or riders to the Public Liability and Property Damage insurance policy or policies herein above required to be furnished by the Contractor or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to excavation (including borrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

2. Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

3. Property Damage Liability for injury to, interruption of or destruction of wires, phone ducts, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting there from.

4. The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

g. Builder's Risk Insurance:

During the progress of work, the Contractor shall effect and maintain Builder's Risk Insurance on completed value for:

1. Against loss by fire, lightening, windstorm, hurricane, cyclone, tornado, flooding, hail, explosion, riot, riot attending a strike, aircraft, smoke and vehicle damage, vandalism and malicious mischief upon all work in place and all material stored at the building site whether or not covered by partial payments made by the Owner. This insurance shall be in an amount equal to 100 percent of the insurable portion of the project and shall be for the benefit of the Owner, the Contractor and each subcontractor as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the owner. The Contractor shall furnish the Owner with certified copies of the policy of said insurance in SEXTUPLICATE immediately before preparation of the construction contracts.

2. If there are existing adjacent or adjoining structures presently used by the Owner, the risk of the existing adjacent or adjoining structures will be carried by the Owner.

3. Policies shall be executed with the construction contract, the policies shall be issued for the protection of the Contractor and the Owner and such subcontractors as their interest may appear.

h. Other Data:

1. In the event the form of any policy or certificates or the amount of the insurance or the Companies writing same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in form and amount and with companies satisfactory to the Owner. The Contractor shall not cause policies to be canceled to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been sent by registered mail to the Owner stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by a proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause. All policies and certificates in SEXTUPLICATE by accepted successful bidder shall be delivered to the Owner immediately before preparation of the construction Contract.

2. If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their questions.

3. All the insurance specified in this Contract shall be provided by the Contractor at no additional expense to the Owner.

i. Job Office Insurance:

The Contractor, when required by the Special Conditions to provide job offices for the use of the Town and the Engineer, shall carry insurance for and in the name of the Town and the Engineer, or accept full

responsibility (in writing) for loss or damage to the contents to cover office records, supplies, instruments, equipment and personal property of the Town and the Engineer using the field office. If insured, the limit shall be as specified in the "Schedule of Insurance" under "Insurance" of the Special Conditions.

j. Endorsements:

1. Each Contractor's policy shall include a contractual "Hold Harmless" endorsement and coverage as follows:

   "The Contractor (and his subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all-night suitable and sufficient lights and barricades; shall fully comply with the OSHA regulations of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto and shall indemnify and save harmless the Town and the State of Connecticut and their employees, officers and agents from any all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same, or from any improper methods, material, implements or appliances used in performance of the work or by, or on account of, any direct or indirect act of omission of the Contractor (or his subcontractors) or his employees or agents and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the Town or the Engineer may have directly or indirectly caused or contributed thereto.

2. Manufacturer's and Contractor's Liability shall further include an endorsement stating:

   "This policy shall cover owned, hired and non-owned equipment".

   "Coverage for completed operations for both personal injury and property damage extended for the period of guaranty shall be covered under this policy. Manufacturer's and Contractor's Liability coverage includes liability for personal injury or damages as a result of blasting, explosion, collapse of buildings or structures, and damage to underground installations".

3. Automotive Liability Insurance shall include an endorsement as follows:

   "This policy shall cover owned, hired and non-owned vehicles".

4. Town's Protective Liability shall include an endorsement as follows:

   "The Contractor and the insurance company waive governmental immunity as a defense and will not use the defense of governmental immunity in the adjustment of claims or the defense of any suit, action or claim brought against the Town."

5. ALL POLICIES shall include (a) endorsement of the work description, Contract name, number and location; (b) an endorsement that the insurance company will give at least thirty (30) days written notice to the Town and the Engineer prior to any modification or cancellation of any such policy; (c) an endorsement that the Contractor will be responsible for the payment of all premiums and/or charges.

k. Proof of Insurance:

Before commencing any work under this Contract, the Contractor shall submit copies of the Certificate/Certificates of Insurance or binders to the Town and the Engineer and any others as may be specified in the Special Conditions under "Insurance", evidencing that all insurance as required herein is in force. The policies shall be identified by title, policy number, effective date, expiration date, coverages and limits of liability. Required or verbatim quotes of endorsements as required above or by the Special Conditions and any non-standard exclusion endorsements for any required policies shall be attached to or be a part of the Certificate/Certificates of Insurance.

The Contractor must either include coverage for his subcontractors in his policy or submit similar

Certificates of Insurance from each of his subcontractors before their work commences. Each subcontractor must be covered by insurance of the same character in the same amounts as the Contractor unless the Contractor and the Engineer agree that a reduced coverage is adequate because of the nature of the particular work.

During the course of construction under this Contract, whenever there is a lapse in the insurance requirements as stated herein through cancellation, expiration, failure to renew or any other cause, the Town shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the Town and the Engineer or other parties due to any delays caused thereby nor shall it extend the completion time of the Contract.

l. Approval/Disapproval of Insurance

Upon receipt of the Certificate(s) of Insurance or binders, the Town will, in writing, identify the policies and indicate approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall only be carried with the financially responsible insurance companies, licensed in the State and approved by the Town. All policies shall be kept in force until the Contractor's work is accepted by the Town (unless otherwise specified). Insurance policies (covering all operations under this Contractor or, if so noted, for extended operations), which expire before the Contractor's work is accepted by the Town (or where noted for extended operations, through the period of guaranty), shall be renewed and evidence of same submitted to the Town for their approval.

m. **The Town of Vernon and the State of Connecticut and their agents shall be named as additional insureds on all insurance policies of the Contractor and their subcontractors and suppliers.**

120. PATENTS

The Contractor shall pay all royalties and license fees. It shall hold and save the Town, its officers and employees, harmless from liability of any nature or kind, including, but not limited to costs and expenses arising out of the use of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Town, unless otherwise specifically stipulated in the Technical Specifications.

121. WARRANTY OF TITLE

Materials, supplies, or equipment purchased for the work shall not be subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller, supplier or any other person excepting only the Contractor. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Town free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by Contract shall have any right to a lien upon any improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection nor any right under any law permitting such persons to look to funds due the Contractor in the hands of the Town. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal Contract is entered into for such materials.

122. ASSIGNMENT OR NOVATION

a.) The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities under this Contract without the written consent of the Town, provided, however, that assignments to banks, trust companies or other financial institutions may be made without the consent of the Town. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to prior lien for services rendered and materials, tools, and equipment, supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering any such services or supplying such materials, tools or equipment.

b.) Any change made by the contractor as to name, structure of the business entity or responsible officers or supervisors shall be immediately provided to the Town and shall be accompanied by the appropriate corresponding

documentation demonstrating receipt of all necessary approvals required from interested private, public parties and governmental agencies.

123. SAFETY **(The Contractor has sole responsibility for safety on this project)**

a) Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the Contractor's employees and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. The Contractor is responsible for the safety of the public, Town representatives, the Engineer and their employees, agents and representatives.

b) The Contractor shall abide by all Local, State and Federal laws/regulations/standards. These include Occupational Safety and Health Standards (OSHA) 29 CFR Part 1910.146 Permit Required Confined Spaces for General Industry and 29 CFR Part 1926, including 29 CFR Part 1926 Subpart P-Excavations as published in the Federal Register/vol. 54 No. 209 October 31, 1989, pages 45959 thru 45991 inclusive. These standards and Part 1926 in total are made part of this Contract by reference.

c) Within these OSHA standards, where the term "Competent Person" is used, it shall mean authorized representative of the Contractor who has the capabilities as defined under Section 1926.650 of the OSHA.

d) The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervision of safety precautions and programs.

e) The Contractor shall insure that a "Competent Person" remains on the job at all times construction is in progress.

f) The Contractor is solely responsible for citations of safety violations by any Local, State or Federal agencies. If penalties are assessed against the Engineer or the Owner for Contractors safety violations, the Contractor shall bear the burden at no extra cost to the Owner.

g) There shall be no specific payment for compliance with safety specifications.

h) The Engineer must be given a safe work area at all times. The Contractor shall supply all safety equipment including, but not limited to, safety harness, atmospheric monitor, artificial ventilation, etc. and all other equipment which may be required by OSHA. The cost of this equipment shall be included in the general cost of the work. Should a non-compliant condition exist, the Engineer is authorized to withhold payment for work unavailable or inspection due to such non-compliance.

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared progress schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month. A condition of any progress payments shall be an assurance by the Contractor that there have been no material changes in the schedule.

124. PROGRESS OF WORK

In general, work shall be continued and prosecuted continuously throughout the term of the Contract, except as noted under Section 1.08.04 – Prosecution and Progress – Limitation of Operations. The Contractor will be expected to keep work going whenever possible. The Engineer will determine when conditions are unfavorable for work, or for any portion thereof, and may order that the work be suspended on any part or all portions of the Contract whenever, in its opinion, the conditions are not such as will insure first class work.

125. CONSTRUCTION EQUIPMENT

Prior to the start of the work, the Contractor shall submit to the Engineer, for its approval, a "Schedule of Equipment" stating the type and number of pieces of equipment to be used on the job. All equipment to be used in the Town streets shall be equipped with rubber tires. The use of equipment without rubber tires shall be by written approval and under direction of the Engineer.

126. ACCESS TO PROJECT AREA

The requirements specified in section PERMITS & CODES of the General Specifications apply to work outside the public streets and highways, insofar as those requirements can reasonably be expected to apply.

The terms "land", "private land", "property", "private road", "driveway", etc., as used in these Specifications, shall be interpreted to include not only the property or properties of any private individual, or corporation, but also the property of a public utility or of any public body not used as, and legally established as, a public street or highway. The provisions of this section shall apply to operations within the sites of any public building, institution, or similar location.

The Contractor shall make inquiry and ascertain the limits, conditions, etc. of right-of-way, access, etc., possessed by the Town and available for use by the Contractor. Certain essential facts as to such rights may be indicated on plans or elsewhere in the Contract Documents. In some cases, the indications in the Contract Documents may restrict the Contractor more closely than the full extent of the rights possessed by the Town, in which case such indicated restrictions shall govern the operations of and occupancies by the Contractor. The Contractor, and those operating under him, must know and conform to the limits of the spaces which it may occupy at the site of the work, the means of access thereto, and the conditions under which it may occupy or use such rights.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured for itself any right to use more space or greater privileges than the space provided by the Town, for purposes incidental to the performance of the Contract, it shall upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Town will arise therefrom. The Town shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Town for any and all losses, damage or expense which the Town or others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Town to the Contractor or any violation or disregard of the terms and conditions established for the use of occupancy of those rights, or for negligence in the exercise of those rights. The Town may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Town against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc., provided by the Town.

The Contractor shall request the Engineer to give proper notice to the owners and tenants of land traversed by the rights-of-way or access ways to be used or occupied by the Contractor prior to any entry or reentry into such rights-of-way, etc., or shall cause proper notice to be given to said owners and/or tenants. The Contractor shall thereafter wait a sufficient time to permit the delivery of such notice or notices, and also to allow time in which owners or tenants may make necessary adjustments to avoid undo loss or inconvenience by the interference with their ordinary use of occupancy caused by the acts of the Contractor.

The Contractor shall take proper means to identify its employees, etc., when operating within private or restricted lands. The Contractor shall not permit its employees, subcontractors, suppliers, etc., to trespass outside the limits of the spaces provided for him, to unnecessarily interfere with or annoy or to commit any nuisance or scatter rubbish thereon, or to loiter therein when their presence is not essential to the work then underway. The Contractor shall not permit others attracted to the site of the work by its operations to loiter in the vicinity of its work or to enter or damage private property, within or without and near the rights-of-way provided by the Town, or to annoy the regular owners or occupants of such property.

If access is provided by means of any private road or driveway or through private roads, the Contractor shall permit the regular owners or users thereof to use the same so far as it consistent with the construction of the work. If any existing driveway or road is damaged by thereof, the Contractor shall at once restore to as good condition as it would have been had the Contractor had not used it. The Contractor and those under him using any private road or driveway must assume to use that road or driveway on an "as is" basis and use it at their own risk. Neither the Town nor the land owner shall be liable for damage to persons or property of the Contractor's forces arising from any defect in such road or driveway, except as such defect may be the consequence of negligence of the Town or of the land owner before the award of the Contract or after

completion of work called for by the Contract. The liability of any party may be limited by the terms of the right-of-way or right-of-access Document.

The land owner and the Town make no representation that the road or driveway surface, culverts, etc. are adequate to carry any specific load or weight. The Contractor may be held liable to the owner or regular users of the road and driveway for injury, damage or loss by reason of negligence of the Contractor in the operation of vehicles thereon, or with respect to damage done to the road or driveway by the workforce or by reason of failure to provide and maintain suitable warning of dangers created by the operations of the Contractor.

Should it be necessary to open or remove portions of any hedge, gate, fence, or similar structure, such opening shall not be kept open at any time when it is not essential to the conduct of the work. Temporary gates shall be provided and such openings shall be closed except when opened for the passage of persons or vehicles. The openings shall be permanently restored and repaired when no longer needed for the performance of the Contract. Precautions shall be taken by the Contractor to prevent unauthorized persons from passing through such temporary openings or, having passed through such openings into otherwise enclosed lands, from causing lesser damage therein.

127. USE OF PREMISES

a.) The Contractor shall confine its equipment, storage of materials, and construction operations to the Project Site, as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Town, and shall not unreasonably encumber the site or public rights-of-way with its materials and construction equipment.

b.) The Contractor shall comply with all reasonable instructions of the Engineer and the ordinances and codes of the Town regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

128. PUBLIC UTILITIES

The actual location of utilities shall be determined by the Contractor. The information shown on the Contract Plans is only for information and convenience of the Contractor and is in no way warranted to indicate the true conditions.

The Contractor shall inquire of the utility companies as to their mains, conduits, services and service laterals in and adjacent to the area under construction. The costs for such locations, and any costs for connections or disconnections, shall be paid by the Contractor unless otherwise specified. The Contractor must consult all drawings on file with the Town and any other relevant public body.

The Contractor, shall, without expense to the Town and to the satisfaction of the Engineer, do everything necessary to support, protect and maintain all pipes, wires, poles or fixtures of all kinds in the line of work or adjacent thereto, and all fences, buildings, or other structures which might be damaged by the work herein contemplated. The Contractor shall give at least fortyeight (48) hours notice, before breaking ground, to owners of the structures, pipes or wire conduits that may be affected by the operations and shall not cause any hindrance to or interference with any such owners or their agents in protecting or repairing their property should they wish to do so, but will suffer them to take all such measures as they may deem necessary for said purposes. The Contractor shall protect water pipes from freezing during cold weather.

The Engineer may require the Contractor to take proper steps to protect the main lines of public utilities in the immediate vicinity of the work when endangered by the Contractor's operations, and, if the Contractor fails to take adequate provisions to protect such lines or structures, the Engineer may employ others to perform protective work, as may be reasonably needed, at the Contractor's expense.

Should the utility main conflict with the new storm sewer, catch basins, sanitary sewer and manholes, the Contractor shall inform the utility company of such conflict and arrange for the relocation of the main. There shall be no claim for extra cost for coordination with the utility company and delay in the Contractor’s work.

129. SHOP DRAWINGS

a. The General Contractor shall check and verify all field measurements and submit required shop drawings with such promptness as to cause no delay in his work or in that of any subcontractor.

b. The General Contractor shall submit to the Engineer six (6) copies of all shop drawings and testing results, except as otherwise called for herein. The Engineer will make annotations directly on each copy and return three (3) marked-up copies to the General Contractor. The General Contractor shall incorporate the

corrections and resubmit six (6) corrected copies to the Engineer for his approval. This procedure shall be repeated until the Shop Drawing is marked either "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED" or otherwise submitted to the satisfaction of the Engineer. Three (3) approved copies will be returned to the Contractor.

c. Each shop drawing submittal shall be identified as to the following, and stamped by the Contractor as being in complete compliance with all requirements of the Contract Drawings and Specifications:

1. Project Name and Contract Number
2. Specification Section number(s) and subparagraph(s)
3. Contract Drawing sheet number(s)

d. The only exception to the above shall be in the case of equipment and fixture items, such as mechanical equipment, lighting fixtures and similar manufactured items which are normally presented by the manufacturer in printed (ink) catalog pages or brochure form. In this case, the Contractor shall submit a minimum of four (4) copies to the Engineer for approval. Such printed matter shall completely explain layouts, apparatus and specifications.

e. In the case of drawings prepared by the General Contractor or his subcontractor (such as blue prints, etc.), the General Contractor shall submit reproducible copies of these drawings (in the form of sepias, mylars, or vellums) to facilitate review by the Owner.

f. Only shop drawings received from the General Contractor will be considered for approval by the Engineer. All shop drawings by the subcontractors shall be processed through the General Contractor in the same manner as stipulated above in Paragraphs (b), (c) and (d) above.

g. The General Contractor shall check all shop drawings for conformance with the Contract Documents and particularly against field measurements and proper fit with adjoining work prior to submitting same. A certification shall appear on each shop drawing stating that the General Contractor has made this check.

h. The term "by others" is not acceptable on shop drawings and shall NOT be used. The Contractor shall state by whom all related items are to be furnished and/or installed. The supplier or subcontractor preparing the shop drawings shall note related work as "not by (this supplier or subcontractor)" and the Contractor shall identify who will be doing that particular work. The Engineer may reject without examination, any shop drawings which have not been pre-checked and certified as required above, or which carry the term "by others" or other such vague reference, or which in any way are not complete or obviously not in conformity with the Contract requirements.

i. Shop drawings shall show all design, dimensions, connections, and other details necessary to insure that they accurately reflect the full intent of the Contract Documents. Shop drawings for two or more directly related items shall be submitted concurrently, with each drawing showing the corresponding adjoining work of the other, so that they can be reviewed at the same time.

j. The Engineer will review and approve shop drawings only for conformance with the design concept and for compliance with information given in the Contract Documents. Approval of shop drawings for any material, apparatus, device, etc. will not relieve the General Contractor from his responsibility for furnishing material, apparatus, device, etc. of proper dimensions, size, quantity and quality to effectively perform the work and carry out the requirements and intent of the Contract Documents. Such approval will not relieve the Contractor from responsibility for errors of any sort in the shop drawings, nor for the improper coordination of any submittal with all other work.

k. The General Contractor shall schedule the submission of shop drawings in proper sequence in order of priority, reflecting the logical sequence of construction requirements. Such scheduling shall allow reasonable time for review and returning to the Contractor by the Engineer, revisions and resubmission by the Contractor, and rechecking and approval by the Engineer, where required, until submittal meets the approval of the Engineer.

l. As soon as possible after the award of the Contract, the General Contractor shall meet with the Engineer to discuss shop drawing submittal procedures. Within thirty (30) days after Award of Contract, the General Contractor shall submit to the Engineer for approval, a complete schedule of all shop drawings to be

submitted, fixing the date of submission of each shop drawing. Such schedules shall be subject to change from time to time, as required, by mutual agreement of the Engineer and the Contractor.

m. It is the General Contractor's responsibility to set submission dates which will allow adequate time for the Engineer to review and process the shop drawing. The Engineer requires a MINIMUM OF FOURTEEN (14) DAYS to review and process each shop drawing submittal. The same amount of time is required for each resubmission. NOTE: The aforementioned fourteen (14) days time required by the Engineer is from the date the submittal arrives in the Engineer's office to the date the Engineer places the submittal in the mail for return to the Contractor.

n. No item shall be fabricated or manufactured nor can any work start in the shop or on the job or pre-existing material delivered to the site until pertinent shop drawings have been approved by the Engineer.

o. The Contractor shall assume full liability for any delays attributed to insufficient time for delivery and/or installation of material or performance of the work when approval of pertinent shop drawings is withheld due to failure of the Contractor to submit, revise, or resubmit shop drawings in adequate time to allow the Engineer the amount of time specified above for review and processing of each submission or resubmission.

p. The Contractor shall, to the extent required for complete comprehension of the material, provide enlarged scale drawings of equipment which identify each component of the particular equipment involved.

q. Any and all deviations from the requirements of the Drawings and/or Specifications shall be called to the attention of the Engineer in writing at the time of first submission of shop drawings, equipment data, and other drawings for approval. Approval of shop drawings or any other drawing which contain one or more deviation not specifically brought to the attention of the Engineer at the time of submission shall in no way relive the Contractor from providing the work, equipment and/or materials specified in the Contract Documents. The Engineer's approval of any drawings and date that contain deviations not specifically called to the attention of the Engineer at the time of submission shall in no way be construed by the Contractor as an approval on the part of the Engineer of the deviation from the requirements of the Drawings and/or Specifications.

130. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession, which should be furnished by the Town under the terms of this Contract, and which the Contractor will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit propitiate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at the time. The Contractor, shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in the work or to others arising from its failure to comply fully with the provisions of this section.

131. INSPECTION

a.) All materials and workmanship will be subject to examination, inspection, or test by the Town, the CTDOT and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Town may by Contract or otherwise, have rejected materials removed from the Project Area or the defects remedied or and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Town.

b.) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Town will be performed in such a manner as not to unnecessarily delay work and shall be made as described in the Technical Specifications.

c.) The Contractor shall notify the Engineer sufficiently in advance on backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so ordered by the Engineer. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make any examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any important or essential respect due to fault of the Contractor or its subcontractor, it shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the Contractor shall be compensated as stated in General Condition 146. Changes in the work and, in addition the Contractor shall be granted a suitable extension of time on account of the additional work involved, if completion of the work of the entire Contract has been delayed thereby.

d.) Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity is justified, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site.

e.) Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Town or its agents shall relieve Contractor or its sureties of full responsibility for furnished materials or work performed not in strict accordance with the Contract.

132. REVIEW BY THE TOWN OF VERNON

The Town, the CTDOT, the Engineer, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Town through its authorized representatives or agents.

133. MATERIALS AND WORKMANSHIP

a.) Unless otherwise specifically provided for in these Contract Documents, all workmanship, equipment, materials and articles to be incorporated in the work shall be new and the best grade of the respective kinds for the purpose. The Engineer shall decide whether such workmanship, equipment, materials and articles to be incorporated in the work are new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in these Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b.) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the work. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

c.) Materials specified by reference to the number or symbol of a specific standard, such as the A.S.T.M. Standard, Federal Specifications or other similar standards, shall comply with requirements with the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as such specific standards are limited or modified in such reference in regard to type, class or grade. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

d.) In addition to the requirements of the Technical Specifications, prior to the start of work, the Contractor shall notify the Engineer in writing of its anticipated sources of all materials proposed to be incorporated into the work. The Contractor shall further notify the Engineer in writing of any changes in its source or anticipated source of materials.

e.) The Town may require the Contractor to dismiss from the work such employee or employees as the Engineer may deem incompetent, careless, or insubordinate.

134. "OR EQUAL" CLAUSE

a.) Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the owner's opinion. It shall not be purchased or installed without its written approval. In all cases, new material shall be used in the project.

b.) If two (2) or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as equal of the other. Any other brand, make of material, device or equipment, which in the opinion of the Engineer or the Engineer's authorized agent, is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted.

135. SAMPLES, CERTIFICATES AND TESTS

a.) The Contractor shall submit all materials or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the CTDOT or the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with the Contract requirements, shall give the name and brand of the product, its place of origin, the name of address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b.) Approval of any materials shall be general and shall not constitute a waiver of the Town's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable. If the aforementioned materials, equipment or accessories are caused to be removed or replaced by the Engineer, the cost of such removal or replacement shall not be considered cause for a change in the Contract price or for extension of the Contract time.

c.) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the CTDOT or the Engineer;

2. The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;

3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

136. CARE OF WORK

a.) The Contractor shall be responsible for the continuous and proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town. All damaged work and materials shall be immediately removed from the Project Area and replaced at the Contractor's expense.

b.) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without

special instructions or authorization from the Town, is authorized to act at its discretion to prevent such threatened loss or injury, and it shall so act. The Contractor shall likewise act if instructed to do so by the Town. Any compensation claims by the Contractor on account of such emergency work will be determined by the Town as provided in the Section CHANGES IN THE WORK under GENERAL CONDITIONS".

c.) The Contractor shall avoid damage as a result of its operations to existing curbs, utilities, (except those which are to be replaced or removed), sidewalks, streets, pavements, adjoining property, etc., and it shall, at its' own expense completely repair any damage thereto caused by its operation to the satisfaction of the Town.

d.) The Contractor shall shore up, brace, underpin, secure, and protect as many as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with construction of the Improvements, embraced in the Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town from any damages or account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

137. PARTIAL USE OF SITE IMPROVEMENTS

The Engineer, upon his election, may give notice to the Contractor and place in use those sections of the improvement's which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in the engineer's opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

a.) The use of such sections of Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

b.) The Contractor shall not be responsible for any damages or maintenance cost due directly to the use of such sections.

c.) The use of such sections shall in no way relieve the Contractor of liability due to having used defective materials or to poor workmanship.

d.) The period of guarantee stipulated in the Section - "GENERAL GUARANTY under GENERAL CONDITIONS, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under the Contract.

e.) Notice shall not constitute final acceptance.

138. FIRES

Burning shall not be permitted.

139. BLASTING AND EXPLOSIVES

a.) If explosives are used, all requirements for transportation, use and storage of Local, State and Federal laws and regulations must be complied with and all necessary permits and licenses obtained by the Contract at his expense. Permits and licenses must be shown to the Engineer on request.

b.) Explosives must be carefully transported, stored, handled and used. The Contractor will keep on the job only such quantities of explosives as may be needed for the work under way and only during such time as they are being used. Explosives shall be stored in a secure manner in locked containers and separate from all tools. Caps and detonators shall be stored separately from other explosives. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premise. Care must be taken that no explosives, caps or detonators are stolen or get into the hands of unauthorized persons or left unguarded where they may cause accidents.

c.) An accurate blasting log must be maintained continuously for the duration of the Contract. The log shall record, for each shot, the location, amount of holes, depth, spacing, amount of explosive per hole, number of caps used and the exact date and time of the blast. In addition, a sketch showing displacement of direct and delay caps for each shot

shall be recorded.

d.) Explosives shall be of such power and placed and used in such quantities and positions as will not make the excavation unduly large, nor shatter unnecessarily the rock upon or against which the main or structure is to be built, nor injure adjacent persons or property, those portions of the new work or structure as may already be in place or other adjacent pipes, ducts or other structures. The quantity of explosives fired at one blast must be small enough and the time for blasting selected to avoid undue annoyance to persons owning or occupying premises near the work. The use of the maximum number of drill holes, together with minimum quantities of explosives in each drill hole and utilizing split-second delayed caps is the preferable method of accomplishing the blasting operations in conjunction with rock excavation.

e.) The rock must be completely matted when blasts are fired to prevent damage or injury to persons or property or the scattering of broken fragments on the adjacent ground. Adequate warning shall be given all persons in the vicinity before any blast is discharged.

f.) When blasting is required, the operation shall be conducted with such care as not to cause damage to any of the existing underground utilities. Should such occur, the cost of repairs shall be the sole responsibility of the Contractor.

g.) When blasting for trench excavation, each shot sequence shall begin sufficiently ahead of completed work to prevent damage to the completed work which must be properly protected prior to each shot.

h.) The provisions herein shall apply where soil formation resembles rock, whether in trench, structure or general excavation, even if it is of such a nature that it is not classified and paid for as rock excavation and, if so ordered by the Engineer, will apply to openings cut through masonry, nested boulders or other materials not herein classed as rock.

i.) In areas where the proposed construction is built against the face of rock excavation, all loosened or shattered portions of the rock must be completely removed by barring, wedging or other approved means so the masonry can be built firmly in contact with solid rock.

j.) The Contractor shall notify each public utility, or others having structures in proximity to the site and others who may be affected, of his intention to use explosives. Said notice shall be given in accordance with the applicable regulations therefore and sufficiently in advance to enable the involved agencies/companies/persons and the Contractor to take such steps as may be necessary to protect life and property. Such notice shall not, in any way, relieve the Contractor of responsibility for any damage resulting from his blasting operations.

k.) When in sufficiently close proximity to existing gas, water, sanitary, storm, subway or other utilities and structures and all services connected thereto, the Contractor shall remove the rock by methods other than blasting, if necessary, in order to protect said utilities and their services from damage. Approved methods other than blasting are barring and wedging, jack hammer, drilling, rock jacks or other such hand or machinery methods which will not damage the adjacent utility.

l.) The Contractor is required to perform a Pre-Blast Survey of all existing structures, drinking water wells and surface improvements within the area of blasting influence. This survey could be used to refute or justify damage claims brought against the Contractor. A copy of the survey(s) shall be provided to the Engineer.

m.) When blasting must occur in close proximity to gas or other utility lines, the Contractor must notify the utility company and conform to the policies of said company.

140. DEWATERING

The Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means of excluding and removing water from trenches, tunnels and other parts of the work, and for preventing the slopes from sliding or caving. The Contractor shall satisfactorily remove all water which interferes with the work. The flow of all sewers, drains, house connections 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 sewer pipes are laid, suitable drains shall be provided as needed and maintained in order that the bottom may be free from water and sufficiently dry at all times. No masonry of any kind laid in cement mortar shall be placed in water. No water shall be allowed to flow over or rise up on fresh concrete and no drainage shall be allowed to enter the sewer until such time under such conditions as

the Engineer may direct. The Contractor shall provide and operate additional pumps or drains at any place where the Engineer shall deem them necessary.

Where in the opinion of the Engineer, some form of under-drainage is necessary but conditions do not warrant the installation of tile or pipe underdrain, the Engineer may order a layer of broken stone of suitable size placed in the bottom of the trench below the sewer, to serve as a drain.

No direct payment shall be made for the work specified herein, but compensation for such work and all expenses incidental thereto shall be considered as having been included in the Contract bid prices for the various items of work.

141. ACCIDENT PREVENTION

a.) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its undertaking of or its failure to undertake the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Town determines to be reasonably necessary. Any costs arising out of the taking of such health or safety measures shall be borne by the Contractor. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b.) To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the Owner and the Engineers and their officers, agents and employees against any and all damages to property or injuries to or death of any person or persons including property or injuries to officers, employees or agents of the Owner and the Engineers and shall defend, indemnify and save harmless the Owner and the Engineers and their officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen’s compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or missions of employees or agents of the Contractor or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which, in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner, the Engineers, their agents and employees against all liability, judgments, costs and expenses which may in any way result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any way arising or resulting from the operation in connection herewith, including all liability to the Owner resulting from the failure to erect and maintain sufficient railing or fence as required by Section 13a149, Connecticut General Statutes and against all liability from defects claimed to be in violation of Section 13a149, Connecticut General Statutes.

142. ACCIDENT RECORDS AND REPORTS

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under the Contract. The Contractor shall promptly furnish the Engineer with reports concerning these matters.

143. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and the Town. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains.

All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

144. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, as directed during the progress of the work, or periodically remove and legally dispose of all

surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will not be allowed.

No separate payment will be made for this removal and clean up, and all costs shall be included in the applicable Contract unit prices.

145. VACANT

146. VACANT

147. DISPUTES

a.) All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filled 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 commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Town of Notice thereof.

b.) The Contractor shall submit in detail its claim and its proof thereof. Each decision by the governing body of the Town will be in writing.

c.) If the Contractor does not agree with any decision of the Town it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest and it may then except the matter in question from the final release.

148. VACANT

149. PAYMENT TO CONTRACTOR

1. Partial Payment

a.) The Contractor shall prepare its requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for the Engineer's approval. The amount of the payment due the Contractor shall be determined by the total value of the work completed to date, and deducting (1)five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement.

b.) Monthly or partial payments made by the Town to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All completed work covered by such monthly or partial payments shall remain the property of the Contractor and the Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the rights of the Town to require the fulfillment of all terms of the Contract and delivery of all improvements embraced in the Contract complete and satisfactory to the Town in all details. The Town may elect to withhold a portion of the payment owed the Contractor in accordance with Section 3 below.

c.) On the 5th day of each month, the Contractor will submit to the Engineer, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the Engineer may require. Materials stored on the site for future installation shall not be included in the Application for Payment. The Contractor must allow adequate time before the 5th day of each month for a quantity review by the Engineer before the application is submitted.

d.) The Contractor warrants and guarantees that title to all work, materials and equipment included and covered by the Application for Payment will have passed to the Contractor, prior to making the application, free and clear of all liens, claims, security interest and encumbrances.

e.) The Engineer will, within seven (7) days after receipt of each application, either accept or refuse the application, indicating his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment before the 14th of the month. In all cases, the final Engineer approved Application for Payment must be received by the Town of Vernon prior to 9:00 A.M. on the 15th of each month to insure adequate processing time by the Town for that month. Should the 15th fall on a weekend or holiday, the submission deadline will be by 9:00 A.M. on the next working day.

f.) For all applications approved by the Engineer and accepted and approved by the Town of Vernon by the end of the month, payment will be made to the Contractor by the last day of the following month.

2. Retainage

a.) The amount paid the Contractor shall be the amount due less five percent (5%) retainage. Upon substantial completion of the work, as certified by the Engineer, said percentage of retainage may be reduced to a mutually acceptable figure up to a minimum of two percent (2%). The retainage will be held by the Owner until the completion and acceptance of the work.

b.) The Town may reinstate up to five percent (5%) withholding if the Town determines, at its discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

3. Final Payment

a.) After final inspection and acceptance by the Town of all work under the Contract, the Contractor shall prepare a requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to the Contractor furnishing the Town with the release in satisfactory form of all claims against the Town under and by virtue of this contract, other than such claims, if any, as may be specifically accepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.

b.) The Town, before paying the final estimate, will require the Contractor to furnish releases of receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the project) and services to the Contractor, if the Town deems the same necessary in order to protect its interest. The Town, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

Further, the Town may, if it deems such action advisable, make payment in part or in full to the Contractor, although the Town has notice or knowledge of the existence of claims, causes of action, or disputes by subcontractors, laborers, material men, suppliers of equipment and services and others, against the Contractor, and any payments so made shall in no ways impair the obligations of any surety or sureties furnished under this Contract.

c.) Before the approval of the final estimate, the Contractor shall submit to the Owner and to his Surety, a notarized CONTRACTOR'S AFFIDAVIT attesting to the fact that the bills of whatever nature have been paid. See "Withholding Payment" requirements below

d.) In addition, a list of all claims by residents shall be submitted by the Contractor's insurance company, stating the status of each claim.

e.) In addition, before approval of the final estimate, the Contractor's Surety shall submit to the Owner and the Engineer a STATEMENT OF SURETY COMPANY stating satisfaction in following careful examination of the books and records of the Contractor and, after receipt of CONTRACTOR'S AFFIDAVIT described above, all claims for labor and materials related to the Contract have been satisfactorily settled.

f.) In addition, before the release of final payment, the Contractor shall submit to the Owner, completed CERTIFICATES OF WAIVER & RELEASE OF CLAIMS, the MAINTENANCE BOND and CONTRACTOR'S FINAL RELEASE. The Maintenance Bond shall be in the amount of Ten Percent (10%) of the Contract Sum and shall be in effect for one (1) year after release of final payment.

4. Withholding Payment

The Engineer may withhold a Requisition for Payment in whole or in part, to the extent reasonably necessary to protect the Town. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and the Town. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Town. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Town from loss for which the Contractor is responsible, including loss resulting from acts and omissions because of:

a.) defective work not remedied;
b.) third party claims filed or reasonable evident indicating probable filing of such claims unless security acceptable to the Town is provided by the Contractor;
c.) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
d.) reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
e.) damage to the Town or another contractor;
f.) reasonable evidence that the work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
g.) persistent failure to carry out the work in accordance with the Contract Documents.

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

The foregoing provisions shall be construed solely for the benefit of the Town and will not require the Town to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any money for their protection unless the Town elects to do so. The failure or refusal of the Town to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

5. Payments Subject to Submission to Certificates

Each payment to the Contractor by the Town shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors by the Section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS.

6. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. With acceptance of final payment, the Contractor shall sign a CONTRACTOR'S RELEASE relieving the Owner of all further claims arising from the Contract. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

150. CONTRACTOR/SUBCONTRACTOR PAYMENT PROCEDURES

This section is a supplement to and an addition to the terms, conditions and requirements of General Condition Section PAYMENT TO CONTRACTOR.

1. Before any payment is made by the Town to the Contractor, said Contractor shall submit to the Town lien waivers for the month signed by all subcontractors showing that they have received payment. If any subcontractor has not been paid, a written statement explaining the reason why shall be submitted to the Town. The lien waiver form shall contain a notice to the subcontractor stating that the Contractor can not withhold payment for the reason that the Contractor has not been paid.

2. To ensure prompt payment of subcontractor, the Contractor shall make payment to any subcontractor within thirty (30) days of the payment by the Town to the Contractor for any work performed or for materials furnished by such subcontractor, provided the Contractor has a bona fide reason for such withholding and if the Contractor notifies the affected subcontractor in writing of its reasons for withholding such payment and provides the Town with a copy of the notice within such thirty day period.

3. The Contractor shall include in each subcontract entered into by the Contractor the following:

   a). A payment clause which obligates the Contractor to pay the Subcontractor for satisfactory performance under its subcontract within thirty (30) day out of such amounts are paid to the Contractor by the Town under such Contract; and

   b). An interest penalty clause which obligates the Contractor to pay the subcontractor an interest penalty of one and a half one percent per month, or any higher amount allowed by law, on amounts due in the case of each payment not paid in accordance with the payment clause included in the subcontract pursuant to provision (3) (a) above.

   c). A clause which states that the Contractor may not withhold retainage from the subcontractor in any percentage greater than the percentage being withheld from the Contractor's requisition. The Contractor shall reference section PAYMENT TO CONTRACTOR of these Contract General Conditions.

151. FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Engineer in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Town having charge of inspection. If the Engineer determines the status of the Improvements is as represented, the Engineer will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon as practicable. The inspection party may include representatives of each department of the Town having charge of Improvements of like character.

152. DEDUCTION FOR UNCORRECTED WORK

If the Town deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract price will be made subject to settlement, in case of dispute, as

herein provided.

153. TERMINATION: DELAYS AND LIQUIDATED DAMAGES

a.) Termination of Contract. If the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of its insolvency, or if it should fail to make prompt payment to subcontractors or for material or labor, or if the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or if the Contractor should otherwise be guilty of a substantial violation of a provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the Contractor's right to proceed with the work. Upon such termination, the Town may take over the work and prosecute the same to completion by Contract or otherwise and the Contractor and its sureties shall be liable to the Town for liquidated damages for any delay in the completion of the work, as provided in these Contract Documents. If the Contractor's right to proceed is terminated, the Town may take possession of and utilize in completing the work such materials, tools, equipment and plant as may be on the site of the work and necessary therefore.

b.) Excusable Delays. The right of the Contractor to proceed shall not be terminated for any delays in the completion of work due:

1. To any acts of Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

2. To any acts of the Town except as such acts are permitted by the Contract Document;

3. To cause not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other Contract with the Town, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

4. To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraph 1, 2, or 3 of this paragraph "B", provided, however, that the Contractor promptly notify the Town in ten (10) days, in writing, of the cause of the delay. Upon receipt of such notification, the Town shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract the delay is properly excusable, the Town shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

154. GENERAL GUARANTY

Neither the final certificates of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Town or the public shall constitute an acceptance of work not done in accordance with the Contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless otherwise specified. The Contractor will give notice of defective materials and work with reasonable promptness.

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NOTICE TO CONTRACTOR – TIME RESTRICTIONS

WEST STREET AND VERNON AVENUE

In addition to the time restrictions spelled out in the Special Provision Section 1.08 Prosecution and Progress, the Contractor's activities shall be limited to operations from 9:00 a.m. to 3:00 p.m., Monday through Friday.

NOTICE TO CONTRACTOR - UTILITY GENERATED SCHEDULE

The attached project specific utility work schedule was provided to the Connecticut Department of Transportation (Department) by the utility companies regarding their identified work on this project.

The utility scheduling information is provided to assist the Contractor in scheduling its activities. However, the Department does not ensure its accuracy and Section 1.05.06 of the Standard Specifications still is in force.

The utility scheduling information shall be incorporated into the Contractor's pre-award schedule in accordance with the Department's Bidding and Award Manual and Section 1.05.08 of the Contract.

After award, the Contractor shall conduct a utility coordination meeting or meetings to obtain contemporaneous scheduling information from the utilities prior to submitting its baseline schedule to the Department in accordance with Section 1.05.08 of the Contract.

The Contractor shall incorporate the contemporaneous utility scheduling information into its baseline schedule submittal. The baseline schedule shall include Contractor predecessor and successor activities to the utility work in such detail as acceptable to the Engineer. Eversource Gas requests that the Contractor provide them one month notice when planning the work in the vicinity of the proposed catch basins at Station 114+46

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UTILITY WORK SCHEDULE

CTDOT Project Number:	146-195	Town:	Vernon
Project Description:	Reconstruction of South St.		
CTDOT Utilities Engineer:	Greg Chhabra		
Phone: 860-594-3268		Email:	Greg.Chhabra@ct.gov

Utility Company:	Eversource Energy		
Prepared By:	Curtis Benashski	Date Prepared:	6/24/2014
Phone: 860-871-3447		Email:	curtis.benashski@eversource.com

Scope of Work

The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.

Relocate to new Eversource and Frontier poles on South St. Add anchors and down guys as needed. Remove old poles after comms shift.

Special Considerations and Constraints

The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..

Inclement weather. Crews working on storm duty and or emergency situations. Possible additional tree work to aquire proper line to tree clearance. Change in scope. Arrange for pole hole drilling if ledge is encountered. Arrange for customer outages. Scheduling may result in delays.

UTILITY WORK SCHEDULE

CTDOT Project Number:	146-195		
Utility Company:	Eversource Energy		
Prepared By:	Curtis Benashski	Total Calendar Days:	51

Schedule

The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of calendar days required to complete the utility work activity based on historical information and production rates.

Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (calendar days)
	Attend preconstruction meeting		1
Entire project	Identify which trees to be removed by contractor & CL&P (on site meeting with town and contractor)	Pre construction meeting	1
Entire project	Tree trimming and tree removal	Tree removals identified	2
Entire project	Finalize detailed design & stake new pole & anchor locations. Locations to be approved by the state	Fill/Cuts complete.Survey complete includ curb lines,sw, property lines (by others)	5
Entire project	Install poles & anchors	Pole and anchors location approved. (by others)	17
Entire project	Frame poles, install guying, shift conductors, arrange outages	Poles and anchors set	22
Entire project	Removal of pole butts	Communications complete work	3

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UTILITY WORK SCHEDULE

CTDOT Project Number:	146-195	Town:	Vernon
Project Description:	RELOCATE CABLES TO NEW POLE LINE		
CTDOT Utilities Engineer:	Greg Chabra		
Phone: 860-594-3268		Email:	

Utility Company:	COMCAST		
Prepared By:	DON SCHWENTKE	Date Prepared:	7/1/2016
Phone: 860-505-1133		Email:	

Scope of Work

The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.

Comcast contractors will Delash and run new strand & cables for new pole line in the sections needed for this job dependant upon pole locations. Any u/g work will be done as needed. Once Power is complete we will start next in line. There may be some night work involved .

Special Considerations and Constraints

The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..

UTILITY WORK SCHEDULE

CTDOT Project Number:	146-195		
Utility Company:	COMCAST		
Prepared By:	DON SCHWENTKE	Total Calendar Days:	14

Schedule

The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of calendar days required to complete the utility work activity based on historical information and production rates.

Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (calendar days)
105+00 - 109+00	Attach strand to new pole and run new strand down private drive. Recable feed to house. Redo strand &	Install new poles.	5
111+00 - 118+00	Reattach to 4 poles and adjust riser height pole#12598. Move any customer related service feeds	Install new poles.	2
119+00 - 126+00	Reattach 3 poles and restrand and cable intersection of Janet Ln.	Install new poles.	3
126+00 - 135+00	Re attach strand & cable to new poles and move customer service drops.	Install new poles.	2
136+00 - 146+00	Reattach strand & cables plus house drops and restrand pole-32698 and cable.	Install new poles.	2

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UTILITY WORK SCHEDULE

CTDOT Project Number:	146-195	Town:	VERNON
Project Description:	RECONSTRUCTION OF SOUTH STREET		
CTDOT Utilities Engineer:	GREG CHHABRA		
Phone: 860-594-3268		Email:	greg.chhabra@ct.gov

Utility Company:	FRONTIER COMMUNICATIONS		
Prepared By:	MICHAEL KELLY	Date Prepared:	7/12/2016
Phone: (860)725-1012		Email:	michael.j.kelly@ftr.com

Scope of Work

The following is a description of all utility work planned to be completed in conjunction with the CTDOT project. The narrative describes all work to be carried out by the utility or its contractor, including temporary and permanent work required by the project as well as any additional utility infrastructure work the utility intends on performing within the project limits during the construction of the project.

REPLACE FRONTIER POLES INDICATED ON PRINT, SHIFT ALL FRONTIER CABLES, REPLACE REQUIRED GUYING- DOWN GUYS AS WELL AS OVERHEAD GUYS AND ANCHORS WHERE NEEDED. REWORK EFFECTED CONDUIT LATERALS FROM OLD POLE TO NEW POLE LOCATIONS. PLACE NEW CABLE TO REFEED JANET LANE AND EFFECTED SIDELEGS. REMOVE OLD POLES AND GUYING/ANCHORS.LOWER OR PLACE CONDUIT FOR BURIED SERVICE ROAD CROSSING.

Special Considerations and Constraints

The following describes the limiting factors that must be planned for in the scheduling and performance of the utility work. For example, restrictions on cut-overs, outages, limitations on customer service interruptions (e.g. nights, weekends, holidays), seasonal and environmental shutdown periods, long lead material procurements, etc..

PLEASE NOTE THAT ANY TIME FRAME GIVEN AS A START TIME OR DURATION OF WORK CAN BE AFFECTED BY MANY FACTORS INCLUDING, BUT NOT LIMITED TO, MAKE READY WORK, OTHER UTILITIES, PERMIT APPLICATIONS, CHANGES IN SCOPE, INCLEMENT WEATHER, HOLIDAYS AND EMERGENCY SITUATIONS.

UTILITY WORK SCHEDULE

CTDOT Project Number:	146-195		
Utility Company:	FRONTIER COMMUNICATIONS		
Prepared By:	MICHAEL KELLY	Total Calendar Days:	34

Schedule

The following schedule identifies each major activity of utility work in sequential order to be performed by the utility or its contractor. The location of each activity of work is identified by the baseline stationing on the CTDOT plans. All activities identify the predecessor activity which must be completed before a utility work activity may progress. The duration provided is the number of calendar days required to complete the utility work activity based on historical information and production rates.

Location (Station to Station)	Description of Utility Work Activity	Predecessor Activity	Duration (calendar days)
ENTIRE PROJECT	STAKE POLE AND ANCHOR LOCATIONS	SURVEY OF NEW CURB LINE, TAKING LINE ECT. COMPLETE	2
ENTIRE PROJECT	PLACE POLES, ANCHORS AND DGUYS	STAKING COMPLETE	7
ENTIRE PROJECT	PLACE CABLE AND CABLE STUBS	POLES SET	3
ENTIRE PROJECT	SPLICE CABLES	CABLES PLACED	5
STATION 112+50	P12598 SHIFT CONDUIT FROM PED TO HH	POLES SET	1
STATION 120+50	P977, LOWER/PLACE CONDUIT FOR BURIED ROAD CROSSING	POLES SET	2
STATION 140+50	P12693, SHIFT LATERAL, PLC CHH	POLES SET, LATERAL REPLACED	1
STATION 145+50	P32811 SHIFT LATERALS FROM XBOX & VRAD TO NEW POLE LOCATION	POLES SET	2
ENTIRE PROJECT	AERIAL CABLE SHIFTS	POLES SET, LATERAL REPLACED	8
ENTIRE PROJECT	REMOVE OLD ANCHORS AND GUYING	POLES SET AND SHIFTES	2
ENTIRE PROJECT	REMOVE OLD POLES	SHIFTING COMPLETE	1

NOTICE TO CONTRACTOR – DUST CONTROL AND CLEANUP

The Contractor shall be responsible for controlling dust from its operations and, when ordered by the Engineer, shall use whatever methods necessary for dust control in a manner satisfactory to the Engineer.

When directed by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. Unless otherwise directed by the Engineer, street sweeping shall, at a minimum, be done on a weekly basis. In addition a general site cleanup shall be completed on a daily basis.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work within any phase the entire work site shall be cleared of equipment, unused material and rubbish so as to present a clean and neat appearance.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Excess excavated material shall be removed from the site immediately. Materials such as trench backfill, sub-base, processed aggregate base, granular fill, etc. shall not be stored within the street Right-of-Way unless specifically authorized by the City Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

If, in the opinion of the Engineer, the contractor has not taken appropriate steps to control dust during the project, the Engineer may direct the Contractor to thoroughly clean the exterior of all buildings to remove all dust deposited upon the buildings during construction. The cleaning of houses shall be done in a manner that does not cause any damage to the buildings. The Contractor shall be responsible to repair, replace and/or repaint any areas damaged by his cleaning operations. There will be no payment for this work.

NOTICE TO CONTRACTOR – MUNICIPAL PROJECT/FIELD OFFICE

Bidders are hereby notified that this is a Municipal project. As such the construction field office requires the approval of the Municipality's electrical inspector instead of the State's ConnDOT electrical inspector. Additionally, the installation of a data communication circuit between the field office and the ConnDOT Data Communications Center in Newington **will not be required.**

NOTICE TO CONTRACTOR - SUPERPAVE DESIGN LEVEL INFORMATION

Hot-Mix Asphalt (HMA) and Polymer-Modified Asphalt (PMA) constructed according to the Superpave mix-design system are required to attain a Superpave Design Level and are required to use a Performance Graded (PG) binder. The Superpave Design Levels required for this project are listed in Table 1. The required PG binder is indicated for each mix with an "X" in the appropriate box in Table 1.

TABLE 1 – Superpave Design Level and Performance Graded (PG) Binder

Mix Designation	**PG Binder**		**South_ Street_ _____ _____ _____**	**Route _____ _____ _____ _____**	**Route _____ _____ _____ _____**	**Route _____ _____ _____ _____**	**Route _____ _____ _____ _____**
	PG 64S-22	**PG 64E-22**	**Design Level**	**Design Level**	**Design Level**	**Design Level**	**Design Level**
HMA S0.25	-	-	-	-	-	-	-
HMA S0.375	-	-	-	-	-	-	-
HMA S0.5	X	-	2	-	-	-	-
HMA S1	-	-	-	-	-	-	-
PMA S0.25	-	-	-	-	-	-	-
PMA S0.375	-	-	-	-	-	-	-
PMA S0.5	-	-	-	-	-	-	-
PMA S1	-	-	-	-	-	-	-

Note: Please note that PMA mix designations typically use PG 64E-22 and HMA mix designations use PG 64S-22

SECTION 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES

Article 1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities and Services is supplemented as follows:

The following company and representative shall be contacted by the Contractor to coordinate the protection of their utilities on this project 30 days prior to the start of any work on this project involving their utilities:

The Southern New England Telephone Company dba Frontier Communications of Connecticut Mr. Raymond Puzemis, Engineering Supervisor 1441 North Colony Road Meriden, CT 06450-1979 PHONE: (203) 238-5657 Raymond.w.puzemis@ftr.com	The Connecticut Light & Power Company dba Eversource Energy – Electric Distribution Mr. Barry C. Lashley Msc. Supervisor – Construction Engineering 135 New Road, MADISON AWC Madison, CT 06443 PHONE: (203) 245-5208 Barry.lashley@eversource.com
Mr. Jim Bitzas, Sr. Manager of Western New England Comcast of Connecticut, Inc. 1110 East Mountain Road Westfield, MA 01085 PHONE: (413) 562-9923 ext: 73252 Jim_bitzas@cable@comcast.com	Yankee Gas Services Company dba Eversource Energy - Gas Distribution Mr. Bret Factora, Manager Gas Engineering/GIS 47 Eagle Street Waterbury, CT 06708 PHONE: (203) 596-3071 Bret.factora@eversource.com
The Connecticut Water Company Mr. Daniel Lesnieski, Infrastructure Rehabilitation Manager 25 North Road East Windsor, CT 06088 PHONE: (860) 292-2834	Water Pollution Control Authority Robert Grasis, Director 375 Hartford Tpke Vernon, CT 06066 Phone: 860-870-3699
Department of Public Works Mr. Robert Kleinhans, Director 375 Hartford Turnpike Vernon, CT 06066 PHONE: (860) 870-3500	Ray Walker, Fire Marshall Vernon Fire Department 55 West Main Street Vernon, CT 06066 Phone: 860-875-3652

SECTION 1.08 – PROSECUTION AND PROGRESS

Article 1.08.04 – Limitation of Operations – Add the following:

TIME RESTRICTIONS

In order to provide for traffic operations as outlined in the Special Provision "Maintenance and Protection of Traffic," the Contractor will not be permitted to perform any work which will interfere with the described traffic operations on all project roadways as follows:

SOUTH STREET, GLENSTONE DRIVE, ALPERT ROAD, JANET LANE, EVERGREEN ROAD, KNOLLWOOD DRIVE AND BANCROFT ROAD

Monday through Friday between 7:00 p.m. and 7:00 a.m. The Contractor's activities shall be limited to operations from 7:00 a.m. to 7:00 p.m., Monday through Friday, with work ending no later than one hour before sunset.

WEST STREET AND VERNON AVENUE

Monday through Friday between 6:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 6:00 p.m.

No activities shall be permitted on the following State observed Legal Holidays on any roads within the project limits:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The Contractor shall close South Street to through traffic and detour through traffic in accordance with the Detour Plan. When the Contractor is actively working, the Contractor will be allowed to maintain an alternating one-way traffic operation controlled by uniformed flaggers. Traffic shall be restored to two way traffic at the conclusion of each work day.

To minimize the length of time that the detour is in effect, the installation of the new storm sewer outfall at Station 114+17 to Station 114+46 shall be completed before the detour is in effect. This will make certain that the drainage installation in South Street can progress as quick as possible and without a period of no activity in South Street during which the Contractor is installing the outfall while the detour is in effect.

The Contractor shall be allowed to halt traffic for a period of time not to exceed 10 minutes for blasting operations. If more than one 10-minute period is required, the Contractor shall allow all stored vehicles to proceed through the work area prior to the next stoppage.

SEQUENCE OF OPERATIONS

The Contractor shall submit a schedule of work one (1) week prior to the Pre-Construction meeting. This schedule of work shall include a sequence of construction. In general, construction sequencing shall conform to the following:

1) Unless otherwise directed by the Engineer, work on the new outfall within the Southgate Apartments property shall commence at the start of construction. The contractor shall coordinate his activities with Southgate Apartments.

2) In general, unless directed otherwise, the Contractor shall complete all work including storm drainage, underdrains, utility relocations, slope grading, sidewalk, driveway reconstruction and work on one side of the road before performing the work on the other side of the road. In some areas it may be necessary to switch back and forth from one side to the other side of the work to complete all of the work. Exceptions to this policy will be allowed in special cases and at the discretion of the **Engineer**.

3) All of the proposed improvements spelled out in item (2) (above) within a stretch of road must be installed and functioning for the full width of the road before pavement reconstruction work can begin in that stretch. The maximum length of roadway that can be reconstructed at any one time prior to placing bituminous concrete binder course shall be 1,000'.

4) As the Contractor installs a storm drainage line in an existing street pavement area, he shall backfill trenches and install temporary pavement. Such temporary pavement shall be installed daily unless otherwise authorized by the Town.

5) <u>Winterization</u>
Streets undergoing surface improvements shall be paved with at least a binder course before winter shutdown occurs. The Contractor shall not begin any work where the bituminous concrete binder course, curbing, sidewalks and driveways will not be completed prior to the winter shutdown. The Contractor shall place a temporary layer of 2" Bituminous Concrete - Class 2 over any of the above unfinished areas prior to the winter shutdown at his own expense. All trenches in streets must have at least temporary pavement prior to the closure of asphalt plants or winter shutdown. Unless the finish course of pavement has been completed, the manholes, catch basins, valve and curb boxes, and other structures within the project limits shall be winterized by installing hot mix asphalt transitions to provide a smooth riding surface and allow for snow plowing. The

contractor shall maintain the pavement and sidewalks within the project area including all temporary trench patches and winterized structures as necessary throughout the winter. There will be no compensation for this work. The cost of this work shall be included in the Item “Maintenance and Protection of Traffic”.

6) The intent of the above sequencing is to minimize the generation of dust and sediment within a project area and to provide for a stable pavement surface during a winter shutdown.

7) The Contractor shall be required to coordinate his construction schedule with the utility relocation work including gas and water relocations, utility pole relocation and any other utility work as noted on the plans, directed by the Engineer or proposed by the utility companies.

OTHER LIMITATIONS

If there is more than one alternating one-way traffic operation at one time, then there shall be at least one thousand feet (1,000’) between signing patterns.

No roadway, with exception of transition areas, shall be open to traffic unless the appropriate pavement markings have been installed. The transition areas shall have pavement markings applied immediately upon opening to traffic.

Longitudinal dropdowns greater than 3 inches will not be allowed. The Contractor shall temporarily provide a 1:4 traversable slope of suitable material in those areas where a longitudinal dropdown exists. The cost of furnishing, installing and removing this material shall be included in the contract lump sum for “Maintenance and Protection of Traffic”.

All temporary traffic control devices as called for by the contract or ordered by the Engineer must be on hand and available in sufficient quantity for immediate installation.

ITEM #0202451A TEST PIT EXCAVATION

Description:

Excavate and backfill a designated area to determine the exact location of utility facilities or sanitary sewer services which are near a proposed drainage pipe or structure or in a area where the road is proposed to be lowered.

Materials:

Compacted Granular Fill: Article M.02.02
Bituminous Concrete Materials: Article M.04

Construction Methods:

Keep affected utility/property owner apprised of proposed test pit excavation.

Excavate only as authorized and as directed by the Engineer. The size, depth and location will be as authorized by the Engineer.

If rock greater than 0.5 c.y. (cu.m) is encountered, the Engineer will determine if it must be removed and the method. Do not use explosives. See the pertinent construction methods of Section 2.02.03. When concrete must be removed, reinforced or not, it shall be considered, measured, and paid for as rock in trench excavation.

If unsuitable backfill material is excavated, dispose as directed by the Engineer. Replace with suitable backfill and compact in accordance with Section 2.14.

Repair all damaged bituminous pavement in accordance with Section 4.06.03. Sawcut the edges to neat lines if there will be no subsequent excavation at the test pit for a foundation.

Method of Measurement:

Test pit excavation will be measured at the contract unit price per cubic yard (cubic meter) for the material actually removed from within the limits specified as directed by the engineer.

When necessary, rock in foundation excavation will be measured at the contract price per cubic yard (cubic meter) for the rock actually removed in accordance with Article 2.05.04.

Basis of Payment:

This work will be paid for at the contract unit price per cubic yard (cubic meter) for "Test Pit Excavation", which price shall include excavation, unsuitable material disposal, compacted backfill, bituminous pavement, sawcut, pavement repair, all utility costs, all equipment, tools, labor and work incidental thereto. The volume excludes the volume of material that is measured as Rock In Trench Excavation.

Pay Item	Pay Unit
Test Pit Excavation	c.y. (cu.m)

ITEM #216012A - CONTROLLED LOW STRENGTH MATERIAL

Description: Controlled Low Strength Material (CLSM) is a self consolidating, rigid setting material to be used in backfills, fills, structural fills and elsewhere as indicated on the plans, or as directed by the Engineer. The flow and set time characteristics of CLSM shall be designed to meet the specific job conditions. All CLSM material covered by this specification shall be designed to be hand excavatable at any time after placement. It shall be composed of a mixture of portland cement, aggregate, and water with the option of using fly ash, slag cement, air-entraining agents, and other approved admixtures.

Materials: All materials utilized in the CLSM mix design shall be in accordance with the applicable requirements of Article M.03.01

Composition: The composition of the CLSM shall be in accordance with the requirements set forth in Article M.03.01-General Composition of Concrete Mixes, as well as the applicable sections of ACI 229R. The Contractor shall submit each proposed mix design, with all supporting data, to the Engineer for review and approval at least two weeks prior to its use.

The setting time of CLSM materials shall be designed so as to achieve the strength necessary to comply with the time constraints called for under the Maintenance and Protection of Traffic requirements of the project specifications. The use of chloride accelerators is not permitted.

The minimum compressive strength of the CLSM material shall be 30 pounds per square inch (psi) and the maximum compressive strength of the CLSM shall be 150 pounds per square inch (psi) when tested in accordance with ASTM D4832 after 56 days.

The CLSM mix design shall utilize a nominal maximum size of No. 8 aggregate as specified in M.01.01.

CLSM mixes shall have a minimum of 20% entrained air when tested in accordance with AASHTO T152.

Construction Methods: CLSM shall only be placed when the ambient temperature is at least 32° F and rising. CLSM material shall be deposited within 2 hours of initial mixing.

CLSM may be placed by chutes, conveyors, buckets or pumps depending upon the application and accessibility of the site. Should voids or cavities remain after the placement of the CLSM, the Contractor shall modify the placement method or flow characteristics of the CLSM. Voids or cavities which have not been filled properly shall be corrected as directed by the Engineer and at the Contractor's expense.

Method of Measurement: This work will be measured for payment by the actual number of cubic yards of "Controlled Low Strength Material installed and accepted within the pay limits shown on the contract plans or as directed by the Engineer.

Basis of Payment: This work will be paid at the contract unit price per cubic yard "Controlled Low Strength Material," which price shall include all materials, equipment, tools and labor incidental thereto.

Item	Pay Unit
Controlled Low Strength Material	C.Y.

ITEM #0219011A – SEDIMENTATION CONTROL AT CATCH BASIN

Description: This work shall consist of furnishing, installing, cleaning, maintaining, replacing, and removing sedimentation control at catch basins at the locations and as shown on plans and as directed by the engineer.

Materials

Sack shall be manufactured from a specially designed woven polypropylene geotextile sewn by a double needle machine, using a high strength nylon thread. Sack shall be manufactured by one of the following or an approved equal:

Siltsack®
SI Geosolutions:
www.sigeosolutions.com
(800)621-0444

Dandy Sack™
Dandy Products Inc.
P.O. Box 1980
Westerville, Ohio 43086
Phone: 800-591-2284
Fax: 740-881-2791
Email: dlc@dandyproducts.com
Website: www.dandyproducts.com

FLeXstorm Inlet Filters
Inlet & Pipe Protection
24137 W. 111th St - Unit A
Naperville, IL 60564
Telephone: (866) 287-8655
Fax: (630) 355-3477

The sack will be manufactured to fit the opening of the catch basin or drop inlet. Sack will have the following features: two dump straps attached at the bottom to facilitate the emptying of sack and lifting loops as an integral part of the system to be used to lift sack from the basin. The sack shall have a restraint cord approximately halfway up the sack to keep the sides away from the catch basin walls, this cord is also a visual means of indicating when the sack should be emptied. Once the strap is covered with sediment, the sack should be emptied, cleaned and placed back into the basin.

Construction Methods:

Installation, removal, and maintenance shall be per manufacturer instructions and recommendations.

Method of Measurement: Sedimentation Control at Catch Basin will be measured as each installed, maintained, accepted, and removed. There will be no separate measurement for maintenance or replacement associated with this item.

Basis of Payment:

Sedimentation Control at Catch Basin will be paid for at the contract unit price each complete in place and accepted, which price shall include all maintenance throughout construction, materials, equipment, tools, and labor incidental thereto.

ITEM # 0404100A - BITUMINOUS CONCRETE PATCHING – FULL DEPTH

1. Description: This work shall consist of repairing areas of structurally failed flexible pavement and trench restoration by:

a) removal of the entire thickness of the bound and granular layers of the pavement structure to a distance at least one foot beyond the deteriorated area,
b) Application of tack coat to the bound-layer vertical edges of the patch, and
c) Placement of Hot-Mix Asphalt (HMA) to match surrounding pavement thickness as closely as possible except that the minimum HMA thickness shall be two (2) inches. Since the pay item is by area, the estimated composition of the patch is to be included as a detail in the plans or contract documents.

1.1 Definitions: The following definitions of terms shall apply to this Special Provision.

Structurally failed pavement: Structurally failed pavement exhibits deterioration that extends through the entire depth at least the bound layers of the pavement structure. Typical distress forms visible at the surface include potholes, temporary or deteriorated patches, severe depressions or heaves, or areas of alligator cracking. Raveling, delamination, or surface potholes are not indicators of structural failure and are not subject to the repair procedure described in this Provision.

Bound layers: Total thickness of pavement structure composed of material bound together by a bituminous binder.

Granular layers: Total thickness of the pavement structure composed of unbound but selected and/or engineered materials, typically crushed or bank-run aggregate and fines, or crushed stone or crushed or bank-run gravel.

Subgrade: The native fill or unimproved soil underlying the pavement structure.

Flexible pavement: For the purposes of this provision, flexible pavement shall be a pavement structure composed of bound layers and granular layers only, with no Portland-cement concrete (PCC) layers or cementitiously treated layers present in the pavement structure.

2. Materials: Materials for this work shall consist of the following:

a) Processed Aggregate Base conforming to the requirements of Sections 3.04 and M.05.01 of the Standard Specifications.
b) Hot-mix Asphalt conforming to the requirements of Sections 4.06 and M.04 of the Standard Specifications.
c) Tacking agent conforming to the material requirements for tack coat in Sections 4.06 and M.04 of the Standard Specifications.
d) If geotextile is included in the patch, it shall be a High Survivability Separation geotextile from the latest version of the Department of Transportation's Qualified Products List, available at http://www.ct.gov/dot/LIB/dot/documents/dresearch/conndot_qpl.pdf.

3. Equipment: Equipment for this work shall include all pavement cutting, removal, material handling, and compaction equipment to perform all patching operations. Compaction equipment shall include, but not be limited to, a steel-wheeled roller and vibratory plate compactor both capable of compacting both granular and HMA materials to specification requirements.

4. Construction Methods:

a) Demarcation of Areas to be Patched**:**

Mark the areas to receive this treatment. All areas to be full-depth patched shall completely encompass the entire deteriorated area and extend one (1) foot beyond into the surrounding pavement, and shall be approved by the Engineer prior to execution of the work.

b) Patch Preparation**:**

i. Saw cut the edges of the areas demarcated for full-depth patching.
ii. Excavate and remove all layers (bound, granular, and subgrade) in demarcated areas as approved by the Engineer to accommodate the pavement structure for full-depth patching indicated in the Plans. No surrounding pavement, either its bound layers or its granular layers, shall be damaged during removal; if surrounding pavement is damaged, the area of removal shall be extended to encompass the newly damaged pavement. The volume of pavement damaged and repaired beyond the demarcated areas shall be repaired at the Contractor's expense and not be measured for payment.
iii. Place the granular layer in the patch pavement structure to the depth shown on the Plans, compact to the requirements of the Standard Specifications, and bring to line and grade prior to placement of hot-mix asphalt.
iv. In cases where the subgrade is not sufficiently stable to support compaction of the granular layers, a geotextile material may be used on top of the subgrade; if use of a geotextile is selected, the minimum thickness of the granular layer shall be 18 inches.

c) Patch construction**:**

i. Apply tack coat to the bound-layer edges of the patch prior to placement of HMA.
ii. Place HMA in lifts as indicated in the plans or contract documents to match the existing thickness of the surrounding pavement as closely as possible but with a minimum HMA thickness of two (2) inches. The surface elevation of the finished HMA patch shall be even with the surrounding existing pavement within ¼ inch as measured with a 10-foot straightedge.

d) Disposal of waste: Remove all waste materials the same day they are excavated.

5. Method of measurement: This work shall be measured by the total area, in square yards, of "Bituminous Concrete Patching – Full Depth." If geotextile is used, it shall be measured by the total area, in square yards, of "Geotextile (Separation – High Survivability" placed.

6. Basis of Payment: This work will be paid for at the contract unit price per square yard of "Bituminous Concrete Patching-Full Depth." The price shall include all tools, materials, labor,

and equipment used for this activity, including, but not limited to: sawcutting, pavement and granular base excavation and removal, HMA and Processed Aggregate Base used in the construction of the patch, compaction and/or formation of granular base, and tacking agent. Geotextile shall be paid for separately at the contract unit per square yard of "Geotextile (Separation – High Survivability)" placed and shall include all tools, materials, labor, and equipment used for placement of this item. No payment will be issued to the contractor prior to document submissions required.

Pay Item	Pay Unit
0404100A Bituminous Concrete Patching – Full Depth	S.Y.
0755014 Geotextile (Separation – High Survivability)	S.Y.

ITEM # 0406002A TEMPORARY PAVEMENT

Description:

Work under this item shall consist of placing temporary pavement at the locations and to the general requirements shown on the contract drawings or as directed by the Engineer.

Materials:
The materials to be used in the construction of temporary pavement shall be those indicated on the plans and in the details or ordered by the Engineer. Processed Aggregate Base shall conform to the requirements of CONN DOT Form 816 Article M.05.01. Bituminous Concrete shall conform to the requirements of Special Provision Section M.04 of the type and thickness specified.

Construction Methods:

A. The Contractor, upon completing the backfilling of the trenches in pavement used by traffic will be required to construct a temporary pavement daily.

B. The methods employed in placing the bituminous pavement and all equipment, tools, machinery and other plant equipment used in handling materials and executing any part of the work shall conform to all requirements of Special Provision Section 4.06. The completed and compacted temporary pavement shall match the adjacent grade of the existing pavement and meet or surpass the uniformity of the adjacent surface and its roughness or riding quality. Replacement of the temporary pavement will be required at no additional cost where the pavement surface is not smooth or the compacted thickness of the bituminous concrete is deficient by more than ½”.

C. It shall be the responsibility of the Contractor to maintain and repair temporary bituminous pavement surfaces until such time as the temporary pavements have been replaced with the construction of permanent pavements. The Contractor shall at all times maintain the temporary pavements in a safe and satisfactory condition and all maintenance and repairs of permanent and temporary pavements shall be provided by the Contractor at no additional expense.

D. The Contractor shall perform and complete the construction work in a continuous manner and so that pavement replacement work may proceed without delay. The Contractor shall install the temporary pavement as soon as practical. Unless otherwise directed by the Engineer the contractor shall install the temporary pavement daily.

E. All curbing, street fixtures and such other appurtenant work damaged or displaced as a result of the Contractor's operations shall be repaired or replaced and restored by the Contractor in a manner satisfactory to the Engineer at no cost.

F. Payment for temporary pavement shall be made only to the limits shown on the detail for trench excavation. The State shall not be responsible for the cost of additional temporary pavement required for trenches wider than the limits detailed.

Method of Measurement:

This work will be measured for payment by the square yards of temporary pavement surface to the limits shown on the plans or ordered by the Engineer and after verification of the proper depth of bituminous concrete pavement thickness by the Engineer.

Basis of Payment: The temporary pavement will be paid for at the contract unit price per square yard for "Temporary Pavement" complete in place and approved which price shall include all materials, tools, equipment and labor incidental thereto. No separate payments will be made for excavation and disposal of materials, furnishing, placing, and compaction of processed aggregate base, or the cleaning, saw cutting, and tack coating of the existing pavement. The costs for these items shall be included in the contract unit price.

PAY ITEM	**PAY UNIT**
Temporary Pavement	s.y.

ITEM #0406999A - ASPHALT ADJUSTMENT COST

The Asphalt Price is available on the Department of Transportation web site at:

http://www.ct.gov/dot/asphaltadjustment

The asphalt adjustment cost will be based on the variance in price for the performance-graded binder component of hot mix asphalt (HMA), Polymer Modified Asphalt (PMA), and Ultra-Thin Bonded Hot-Mix Asphalt mixtures completed and accepted in the contract.

An asphalt adjustment cost will be applied only if all of the following conditions are met:

I. For HMA and PMA mixtures:

a. The HMA or PMA mixture in which the adjustment is being applied is listed as a contract item with a pay unit of tons or metric tons.

b. The total quantity for all HMA and PMA mixtures in a contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or more.

c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than $5.00.

II. For Ultra-Thin Bonded HMA mixtures:

a. The Ultra-Thin Bonded HMA mixture in which the adjustment is being applied is listed as a contract item.

b. The total quantity for Ultra-Thin Bonded HMA mixture in a contract exceeds:

i. 800 tons (727 metric tons) if Ultra-Thin Bonded HMA is listed as a contract item with a pay unit of tons or metric tons.

ii. 30,000 square yards (25,080 square meters) if Ultra-Thin Bonded HMA is listed as a contract item with a pay unit of square yards or square meters.

Note: The quantity of Ultra-Thin Bonded HMA measured in tons shall be determined from the material documentation requirements set forth in the Ultra-Thin Bonded HMA Special Provision.

c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than $5.00.

d. No Asphalt Adjustment Cost shall be applied to the liquid emulsion that is specified as part of the Ultra-Thin Bonded HMA mixture system.

III. Regardless of the binder used in all HMA and/or PMA mixtures, the Asphalt Adjustment Cost will be based on PG 64-22.

The Connecticut Department of Transportation (ConnDOT) shall post on its website, the average per ton selling price (asphalt price) of the performance-graded binder. The average is based on the high and low selling price published in the most recent available issue of the **Asphalt Weekly Monitor®** furnished by Poten & Partners, Inc. under the "East Coast Market – New England, New Haven, Connecticut area", F.O.B. manufacturer's terminal.

The selling price furnished from the Asphalt Weekly Monitor ® is based on a standard ton (US$/ST). The metric ton price is determined by applying a factor of 1.1023 (US$/ST x 1.1023 = US$/mton). Example: $150.00/ton x 1.1023 = $165.34/mton

Formula: $\text{HMA} \times \frac{\text{PG\%}}{100} \times [(\textit{Period Price} - \textit{Base Price}] = \$ ____$, where

- **HMA:**
  1. For HMA, PMA, and Ultra-Thin Bonded HMA mixtures with pay units of mass: The quantity (tons or metric tons) of accepted HMA, PMA, or Ultra-Thin Bonded HMA mixture measured and accepted for payment.
  2. For Ultra-Thin Bonded HMA mixtures with pay units of area: The quantity of Ultra-Thin Bonded HMA mixture delivered, placed, and accepted for payment, calculated in tons or metric tons as documented according to the Material Documentation provision (section E) of the Ultra-Thin Bonded HMA Special Provision.

- ***Asphalt Base Price***: The asphalt price that is posted on the ConnDOT website 28 days before the actual bid opening posted.

- ***Asphalt Period Price***: The asphalt price that is posted on the ConnDOT website for the period in which the HMA, PMA mixture is placed.

- Performance-Graded Binder percentage (**PG%**)

  1. For HMA or PMA mixes:
     PG% = 4.5
     - For Superpave 1.5 inch (37.5mm), Superpave 1.0 inch (25.0mm), PMA S1, HMA S1, and Class 4

       PG % = 5.0
     - For Superpave 0.50 inch (12.5mm), HMA S0.5, PMA S0.5, and Class 1

PG % = 6.0

- For Superpave 0.375 inch (9.5mm), HMA S0.375, PMA S0.375, Superpave 0.25 inch (6.25mm), HMA S0.25, PMA S0.25, Superpave #4 (4.75mm) and Class 2

2. For Ultra-Thin Bonded HMA mixes:
   PG% = Design % PGB (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to one decimal point (e.g. 5.1%)

The adjustment shall not be considered as a changed condition in the contract because of this provision and because the Contractors are being notified before submission of bids.

Basis of Payment: The "Asphalt Adjustment Cost" will be calculated using the formula indicated above. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.

The sum of money shown on the estimate, and in the itemized proposal as "Estimated Cost", for this item will be considered the bid price although payment will be made as described above. The estimated cost figure is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be disregarded and the original cost figure will be used to determine the amount of the bid for the Contract.

ITEM #0905011A - RESET FENCE

This work shall conform to Section 9.06 supplemented as

follows: **Article 9.06.01 - Description:**

Replace with the following:

This item shall consist of removing existing fence, (stockade, pipe rail in fence, split rail, chain link or other types) posts and fabric to the limits shown on the plans and resetting the fence or fence fabric and posts to provide a clean finished fence and end post at the locations shown on the plans or as directed by the Engineer.

Article 9.06.02 - Material:

Replace with the following:

The materials furnished and used for this work shall be existing and/or consistent with the existing fence.

Article 9.06.04 - Measurement:

Replace with the following:

This work will be measured per linear foot of fence and post reset, measured along the top of fence, so that the fence and post is consistent with the location and limits shown on the plans.

Article 9.06.05 - Payment:

Replace with the following:

This work will be paid for at the contract unit price per linear foot of "Reset Fence" complete in place, which price shall include all materials, tools, equipment, and labor incidental thereto to include but not limited to all excavation, cutting of fence and fabric, removal of fence, connection to existing fence to remain, removing and resetting posts, filling and disposal of surplus material necessary to complete the work.

Pay Item	Pay Unit
Reset Fence	l.f.

ITEM 0905106A – 6’ STOCKADE FENCE

DESCRIPTION

This work shall consist of furnishing and installing a stockade fence including posts, concrete footings and component parts, as indicated on the plans and as directed by the Engineer.

MATERIALS

The fence shall be made of wood, either northern white cedar (number 1 grade - untreated), southern yellow pine (pressure treated and stained) or spruce (pressure treated and stained) as shown on the plans.

Wood rails, posts and pickets shall be the size specified on the plans and in accordance with Section M.12.13 of the Standard Specifications. Wood rails will be doweled into the posts. Wood pickets will be nailed to the rails.

Pressure treated wood shall be treated in accordance with Section M.12.13-3, and shall be stained with an approved oil based stain to the satisfaction of the Engineer.

Nails shall be galvanized in accordance with Section M.06.03 - Galvanizing.

Concrete shall be in accordance with Section M.03, Portland Cement Concrete.

CONSTRUCTION DETAILS

All posts shall be set vertically and to the required grade and alignment.

Fence shall generally follow the contour of the ground. Grading shall be performed where necessary to provide a neat appearance.

Posts shall be spaced as shown on the plans or as directed by the Engineer.

The contractor shall submit five copies of Manufacturer's Shop Drawings to the Engineer for approval. These drawings shall be submitted at least ten working days prior to the date the contractor orders materials for the fence. The fence materials shall not be shipped to the job site until the shop drawings are approved.

METHOD OF MEASUREMENT

This work will be measured as the number of linear feet measured along the top of the fence center to center of posts which is satisfactorily installed as indicated on the plans or as directed by the Engineer.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, grading, equipment, concrete footings, footing excavation and materials necessary to complete the work.

Pay Item	Pay Unit
6’ Stockade Fence	LF

Rev. 07/18/2016

ITEM# 0924007A - RELAY BELGIAN BLOCK PAVERS

Description: Work under this item shall consist of removing and resetting Belgian block pavers which have been disturbed by excavation and at the locations shown on the plans or as directed by the Engineer in conformance with these specifications.

Materials: Gravel for base shall conform to Article M.02.01 for gravel fill. Leveling base material shall be concrete sand conforming to ASTMC-33 for fine aggregates or No. 10 as shown in AASHTO M 43-54 (1974) as specified in table II.

Construction Methods: Existing Belgian block pavers shall be carefully removed. If any stones are broken during removal, the Contractor shall be responsible for replacing them. Belgian block pavers may be salvaged from other locations within the project site where these are not re-used. The existing stone for this work shall be of a good grade, free from structural defects and shall be approved by the Engineer. All stone used shall have minimum surface dimensions of 4 inches by 4 inches. All stone shall have a minimum thickness of 3 inches. The stones shall have a "fine pointed" top surface, projections not to exceed 1/2 inch, and all edges shall be pitched to true lines.

All soft and yielding material and other portions of the subgrade which will not readily compact shall be removed and replaced with suitable materials. The surface of the subgrade and subbase shall be compacted with mechanical equipment capable of delivering a ground pressure of not less than 300 pounds per linear inch of contact width. The amount of compaction shall be as specified by the Engineer but in no case shall that amount be less than four complete passes of the compacting equipment. The dry density after compaction shall conform to Article 2.02.03-6 of the standard specifications, Form 816. After compaction, the subbase shall be trued to the required line and grade. No additional payment will be made for any materials which are required to bring the subbase to the lines, grade and cross sections of the site. The Contractor shall protect the subbase from damage by exercising such precautions as the Engineer deems necessary. The subbase surface shall be maintained in such condition as to permit proper drainage. It shall be checked and approved prior to placement of the leveling base. The leveling base shall be screeded loose to a thickness of approximately 2”. The leveling shall be treated with a soil stabilizer, of a type to be approved by the Engineer, prior to the placement of the Belgian block pavers. The exact thickness of the leveling base will vary depending on the variation in thickness of the existing Belgian block pavers and is to be determined at the job site.

Care shall be taken by the Contractor to insure the screeded leveling base is loose and undisturbed. Belgian block pavers shall be carefully laid on a prepared base to the pattern and requirements shown on the Contract Plans. Belgian block pavers are to be installed “Hand-tight” with care being taken not to disturb the leveling bed.

Mason string lines shall be used to insure proper lines and grades. The Belgian block pavers, graded so that the smaller stone is uniformly distributed throughout the area, shall be set in place over the area designated until the specified dimensions are attained. The stone shall be set flush with the surrounding area. All joints shall be filled after final compaction with the same material used for the leveling base.

Method of Measurement: This work will be measured for payment by the actual number of square feet (square meters) of complete and accepted relayed Belgian block pavers.

Basis of Payment: This work will be paid for at the contract unit price per square foot (square meter) for "Relay Belgian Block Pavers" complete and accepted in place which price shall include all tools, equipment incidental thereto including removing, storing, all cutting necessary to attain the proper fit, and reconstruction of Belgian block pavers and all material including concrete sand for leveling base.

Item	Pay Unit
Relay Belgian Block Pavers	S.F.

ITEM #0969060A - CONSTRUCTION FIELD OFFICE, SMALL
ITEM #0969062A - CONSTRUCTION FIELD OFFICE, MEDIUM
ITEM #0969064A - CONSTRUCTION FIELD OFFICE, LARGE
ITEM #0969066A - CONSTRUCTION FIELD OFFICE, EXTRA LARGE

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 CTDOT forces and others who may be engaged to augment CTDOT 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 wire
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 volt, 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 volt, 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 volt, straight blade.
H. After work is complete and prior to energizing, the State's CTDOT electrical inspector, must be contacted at 860-594-2240. (Do Not Call Local Town Officials)

I. Prior to field office removal, the CTDOT Office of Information Systems (CTDOT OIS) must be notified to deactivate the communications equipment.

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 68º-80º 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 5e 468B patch panel in a central wiring location and Cat 5e cable from the patch panel to each PC station, terminating in a (category 5e 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 5e 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 5e 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 capacity.	-	-	-	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 Computer Hardware and Software.	1	1		
Large Multi-Function Laser Printer/Copier/Scanner/Fax combination unit, network capable, as specified below under Computer Hardware and Software.			1	1
Computer System as specified below under Computer Hardware and Software.	2	3	5	8
Digital Camera as specified below under Computer Hardware and Software.	1	1	3	3
Video Projector as specified below under Computer Hardware and Software.	-	-	-	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.

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 OIS.**

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 hours 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 CTDOT 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 CTDOT District personnel and forwarded to the CTDOT OIS for final approval. The digital cameras will be reviewed and approved by the CTDOT 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 AASHTO 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	Pay Unit
Construction Field Office, (Type)	Month

ITEM NO. 971001A- MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01- Description is supplemented by the following:

The Contractor shall maintain and protect traffic as described by the following and as limited in the Special Provision "Prosecution and Progress":

South Street and All Other Streets

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction on a travel path not less than 11 ft in width.

Excepted there from will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation on a travelpath not less than 12 ft in width. The length of the alternating one-way traffic operation shall not exceed 300 ft in length.

During the allowable period, the Contractor will be allowed to close South Street to through traffic and detour traffic as shown on the Detour Plans contained herein. Alternating one way traffic will be maintained through the work zone on a travelpath not less than 12 ft in width.

All Drives

The Contractor shall maintain access to all driveways throughout the project limits. The Contractor will be allowed to close one half of the width of apartment building parking lot access driveways to perform the required work. If a temporary closure of a driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

Article 9.71.03- Construction method is supplemented as follows:

General

Travelpaths shall be paved except that unpaved travelpaths will only be permitted for areas requiring full depth and full width reconstruction. In which cases, the Contractor will be allowed to maintain traffic on processed aggregate for a duration not to exceed 10 calendar days. The unpaved section shall be the full width of the road and perpendicular to the travel lanes. Opposing traffic lane dividers shall be used as a centerline.

The Contractor is required to delineate any raised structures within the travel lanes so they are visible day and night unless there are specific contract plans and provisions to temporarily lower these structures prior to the completion of work.

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway section by the end of a workday (work night), or as directed by the Engineer.

All trenches shall be backfilled or covered with steel plates at the end of each work day. At no time will alternating one-way traffic patterns be allowed outside of normal work hours.

When the installation of all the intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall install the final course of bituminous concrete pavement.

When the Contractor is excavating adjacent to the roadway the Contractor shall provide a three foot shoulder between the work area and travel lanes with traffic drums spaced every 50 feet with in the three foot shoulder area. At the end of the workday if the vertical drop off exceeds 3 inches the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer. The cost of furnishing, installing and removing the material for the traversable slope shall be included in the contract lump sum price for M&PT.

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed except during the allowable periods.

Material Storage

The Contractor shall not store any material on site which would present a safety hazard to the motorists (e.g. fixed object or obstruct sight lines) or pedestrians.

Full Depth Reconstruction

During the allowable period, the Contractor shall on a daily basis excavate a reasonable length of existing roadway, prepare the subgrade and install the subbase and processed aggregate base to the permanent locations and elevations as shown on the cross sections or as directed by the Engineer.

Excavation and installation of subbase and processed aggregate base and all temporary connections to abutting driveways and existing roadways must be accomplished in a satisfactory manner prior to the end of each work day/night.

On the next to last day of the work week, the Contractor must ensure that the processed aggregate base layer has been completed and fine graded and is ready for the placement of the first course of bituminous concrete pavement.

On the last day of the work week (usually considered to be Friday), the Contractor shall install a sufficient number of intermediate courses of bituminous concrete pavement for that length of roadway that was prepared during the past four workdays. The final course of pavement shall not be installed at this time. Temporary pavement markings shall be installed on the intermediate course of bituminous concrete pavement mentioned above in accordance with Article 9.71.03 as contained in the Special Provision “Maintenance and Protection of Traffic”.

When the installation of all the intermediate courses of bituminous concrete pavement is completed for an entire roadway, the Contractor shall install the final course of bituminous concrete pavement. Final pavement markings shall be installed on the final course of bituminous concrete pavement in accordance with Article 9.71.03 as contained in the Special Provision "Maintenance and Protection of Traffic".

Requirements For Winter

The Contractor shall schedule a meeting with representatives from the Department including the offices of Maintenance and Traffic, and the Town/City to determine what interim traffic control measures the Contractor shall accomplish for the winter to provide safety to the motorists and permit adequate snow removal procedures. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings, and signing.

Signing Patterns

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

Existing Signing

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

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

TRAFFIC CONTROL PATTERNS

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

Speed and volume of traffic
Duration of operation
Exposure to hazards

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

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

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

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

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

Typical traffic control plans 19 through 25 may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

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

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

PLACEMENT OF SIGNS

Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs shall be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS

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

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

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

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

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

TABLE I – MINIMUM TAPER LENGTHS

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

SECTION 1. WORK ZONE SAFETY MEETINGS

1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.

1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda should include:

- Review Project scope of work and time
- Review Section 1.08, Prosecution and Progress
- Review Section 9.70, Trafficpersons
- Review Section 9.71, Maintenance and Protection of Traffic
- Review Contractor's schedule and method of operations.
- Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
- Open discussion of work zone questions and issues
- Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

SECTION 2. GENERAL

2.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.

2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.

2.c) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.

2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

3.a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.

3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.

3.c) Stopping traffic may be allowed:

- As per the contract for such activities as blasting, steel erection, etc.
- During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
- To move slow moving equipment across live traffic lanes into the work area.

3.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 5 and traffic shall be allowed to resume their normal travel.

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

3.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travelpath prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.

3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.

3.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

4.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).

4.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.

4.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.

4.d) The Flashing Arrow board display shall be in the “arrow” mode for lane closure tapers and in the “caution” mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the “caution” mode when it is positioned in the closed lane.

4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

SECTION 5. USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)

5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.

5.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.

5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the “flashing arrow” mode when taking the lane. The sign truck and workers should be immediately ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the “caution” mode when traveling in the closed lane.

5.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the "caution" mode when in the closed lane.

5.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to the specification entitled "Type 'D' Portable Impact Attenuation System". Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.

5.f) TMAs should be paid in accordance with how the unit is utilized. When it is used as a TMA and is in the proper location as specified, and then it should be paid at the specified hourly rate for "Type 'D' Portable Impact Attenuation System". When the TMA is used as a Flashing Arrow, it should be paid at the daily rate for "High Mounted Internally Illuminated Flashing Arrow". If a TMA is used to install and remove a pattern and then is used as a Flashing Arrow, the unit should be paid as a "Type 'D' Portable Impact Attenuation System" for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove), and is also paid for the day as a "High Mounted Internally Illuminated Flashing Arrow".

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.

6.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.

6.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.

6.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS)

7.a) For lane closures on limited access roadways, one CMS shall be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS shall be installed and in

operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS shall be positioned ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.

7.b) CMS should not be installed within 1000 feet of an existing CMS.

7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.

7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.

7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.

7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).

7.g) The CMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs (Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).

7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs. For special signs, please coordinate with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.

7.i) The messages that are allowed on the CMS are as follows:

Message No.	Frame 1	Frame 2	Message No.	Frame 1	Frame 2
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	WORKERS ON ROAD	SLOW DOWN
5	RIGHT LANE CLOSED	MERGE LEFT	13	EXIT XX CLOSED	USE EXIT YY
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	EXIT XX CLOSED USE YY	FOLLOW DETOUR
7	RIGHT LANE CLOSED	REDUCE SPEED	15	2 LANES SHIFT AHEAD	USE CAUTION
8	2 RIGHT LANES CLOSED	REDUCE SPEED	16	3 LANES SHIFT AHEAD	USE CAUTION

For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

SECTION 8. USE OF STATE POLICE OFFICERS

8.a) State Police may be utilized only on limited access highways and secondary roadways under their primary jurisdiction. One Officer may be used per critical sign pattern. Shoulder closures and right lane closures can generally be implemented without the presence of a State Police Officer. Likewise in areas with moderate traffic and wide, unobstructed medians, left lane closures can be implemented without State Police presence. Under some situations it may be desirable to have State Police presence, when one is available. Examples of this include:

nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur, however they are not required.

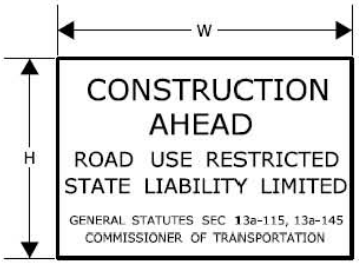
8.b) Once the pattern is in place, the State Police Officer should be positioned in a non-hazardous location in advance of the pattern If traffic backs up beyond the beginning of the pattern, then the State Police Officer shall be repositioned prior to the backup to give warning to the oncoming motorists. The State Police Officer and TMA should not be in proximity to each other.

8.c) Other functions of the State Police Officer(s) may include:

- Assisting entering/exiting construction vehicles within the work area.
- Enforcement of speed and other motor vehicle laws within the work area, if specifically requested by the project.

8.d) State Police Officers assigned to a work site are to only take direction from the Engineer.

SERIES 16 SIGNS



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

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

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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

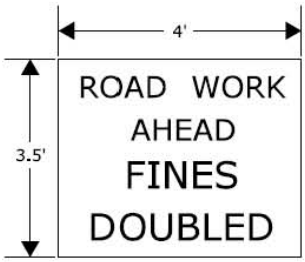
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHERE THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL NOT BE INSTALLED ON TOWN ROADS.

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

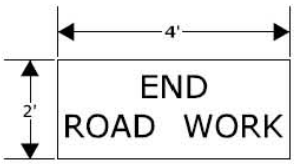
31-1906



"END ROAD WORK" SIGN

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

80-9612



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 11:35:43-04'00'
PRINCIPAL ENGINEER

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.

2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.

3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.

4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.

5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.

6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.

7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).

8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.

9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.

10 SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

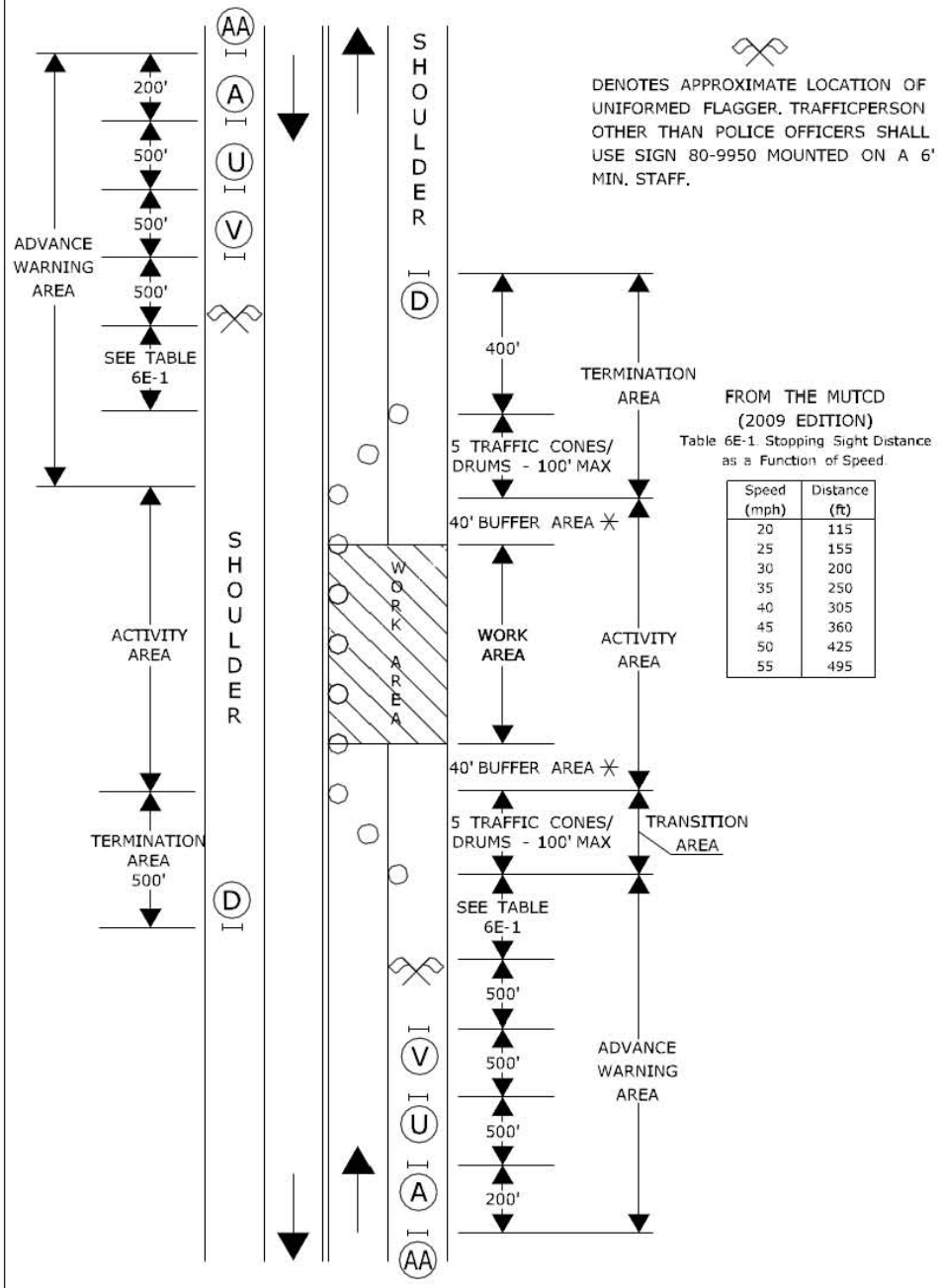
NOTES

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:50:35-04'00'
PRINCIPAL ENGINEER

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

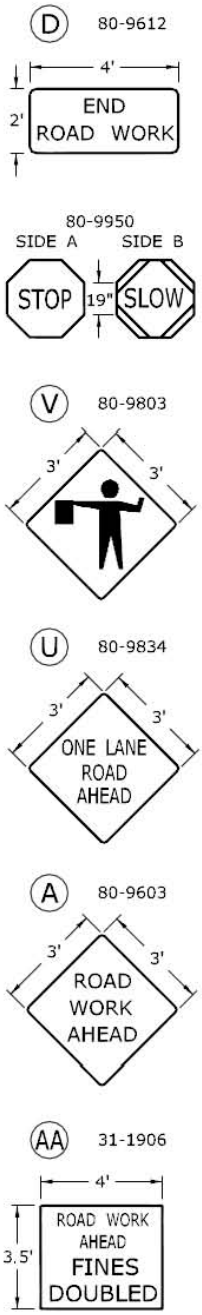
SIGN FACE
108 SQ. FT (MIN.)



DENOTES APPROXIMATE LOCATION OF UNIFORMED FLAGGER. TRAFFICPERSON OTHER THAN POLICE OFFICERS SHALL USE SIGN 80-9950 MOUNTED ON A 6' MIN. STAFF.

FROM THE MUTCD
(2009 EDITION)
Table 6E-1. Stopping Sight Distance as a Function of Speed

Speed (mph)	Distance (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495



○ TRAFFIC CONE **OR** TRAFFIC DRUM
✳ OPTIONAL ⊗ TRAFFIC DRUM ⊢ PORTABLE SIGN SUPPORT
⊏← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:55:23-04'00'
PRINCIPAL ENGINEER

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

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

A. TO STOP TRAFFIC

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

B. TO DIRECT TRAFFIC TO PROCEED

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

C. TO ALERT OR SLOW TRAFFIC

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

◯ TRAFFIC CONE **OR** TRAFFIC DRUM
✳ OPTIONAL ⊗ TRAFFIC DRUM ⊢⊣ PORTABLE SIGN SUPPORT
⟵ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

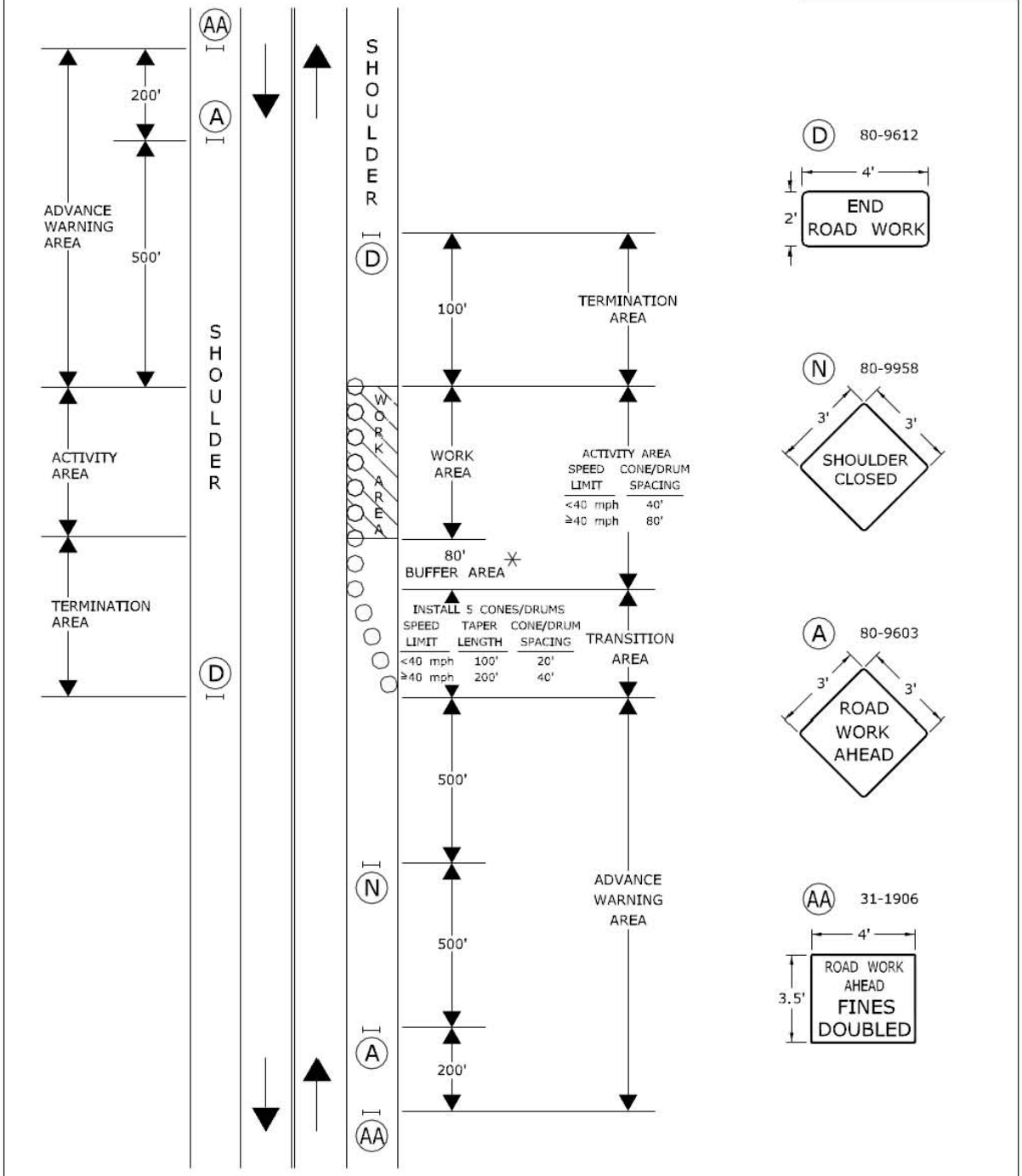
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:55:45-04'00'
PRINCIPAL ENGINEER

WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN.)



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

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 14

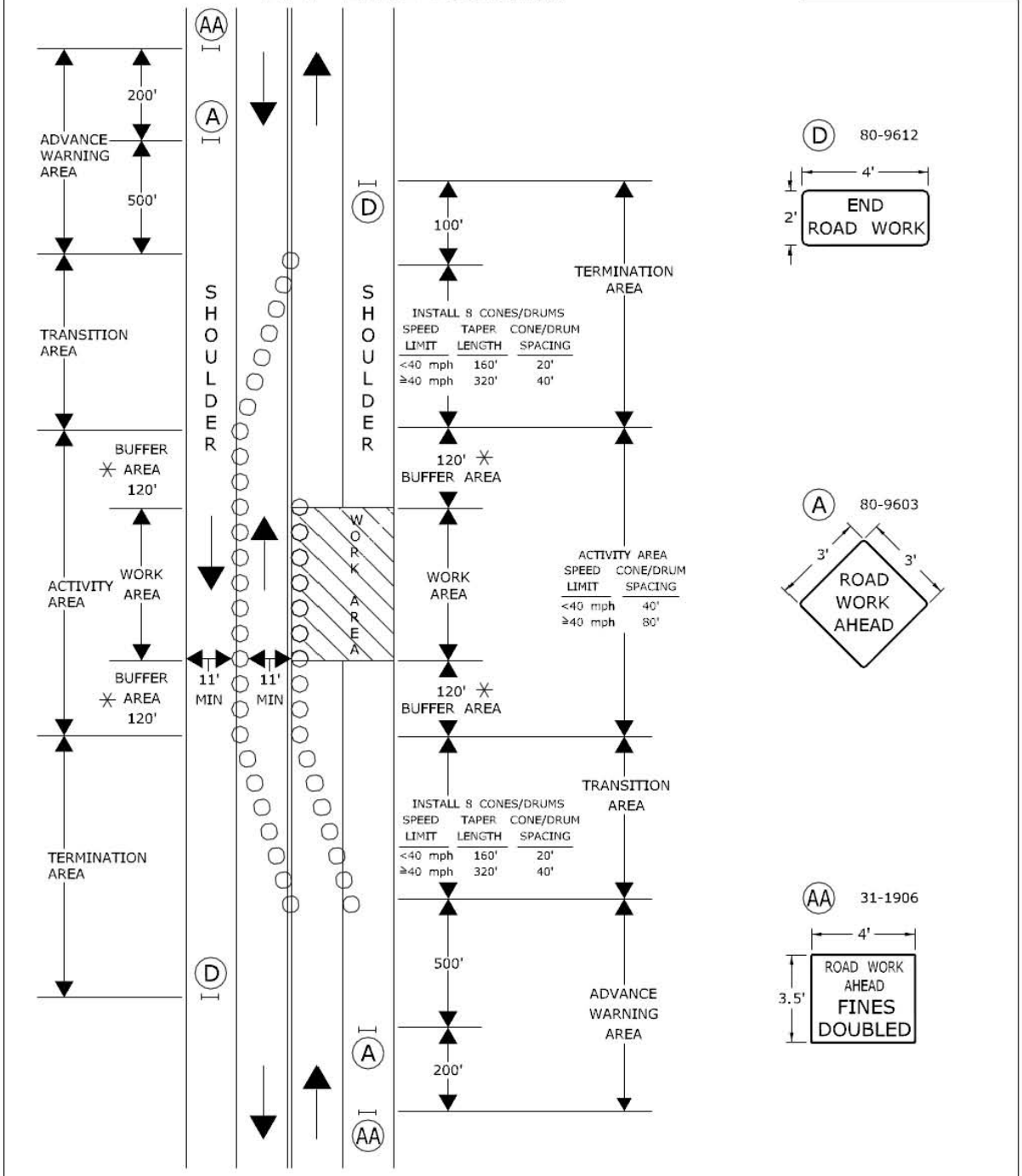
SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:56:09-04'00'
PRINCIPAL ENGINEER

WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY

SIGN FACE
62 SQ. FT (MIN.)



○ TRAFFIC CONE **OR** TRAFFIC DRUM
✳ OPTIONAL ⊗ TRAFFIC DRUM ⊢⊣ PORTABLE SIGN SUPPORT
⇦ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

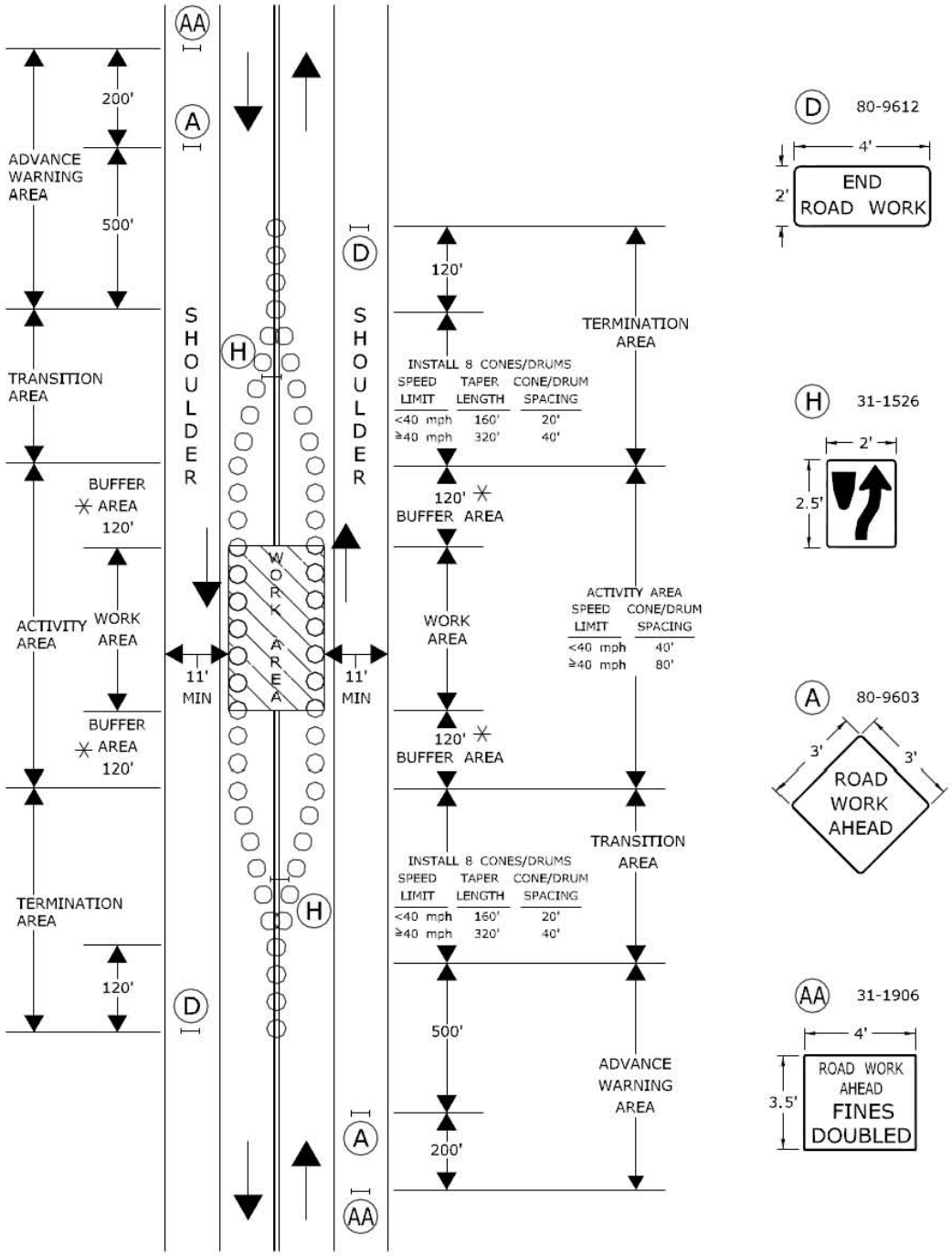
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 15
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:56:29-04'00'
PRINCIPAL ENGINEER

WORK IN MIDDLE OF ROADWAY
TWO LANE HIGHWAY

SIGN FACE
72 SQ. FT (MIN.)



○ TRAFFIC CONE **OR** TRAFFIC DRUM
✳ OPTIONAL ⊗ TRAFFIC DRUM ⊢⊣ PORTABLE SIGN SUPPORT
⟵ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SCALE: NONE

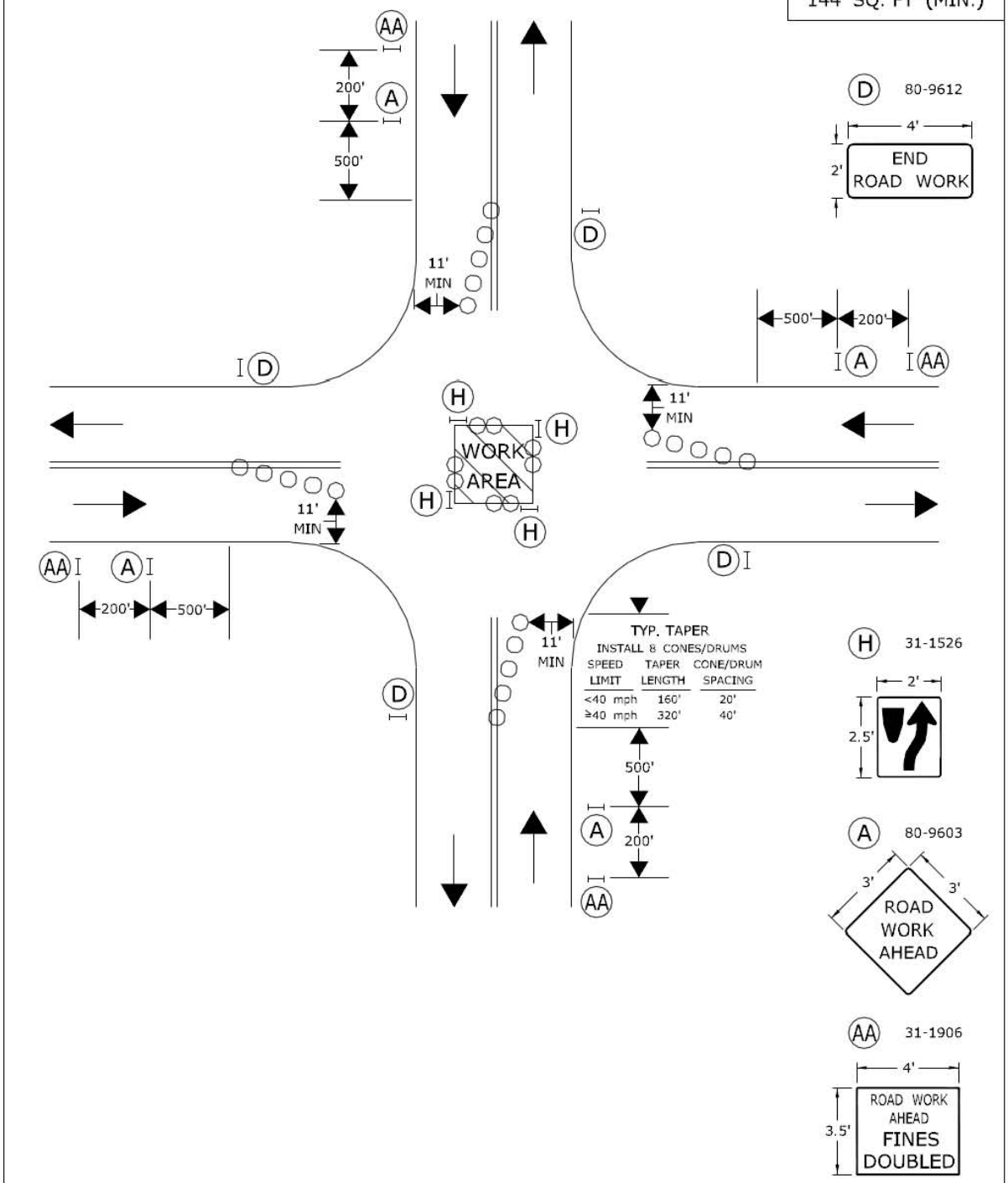
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 16
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:56:51-04'00'
PRINCIPAL ENGINEER

WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE
144 SQ. FT (MIN.)



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

SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 17

SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow 2012.06.05 15:57:16-04'00'
PRINCIPAL ENGINEER

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

The temporary relocation of signs and supports, and the furnishing, installation, and removal of any temporary supports shall be paid for under the item “Maintenance and Protection of Traffic.”

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

ITEM #0981101A - OPPOSING TRAFFIC LANE DIVIDER

Article 9.81.01 - Description:
This item shall include furnishing, installing, resetting, and removing Opposing Traffic Lane Dividers. Opposing Traffic Lane Dividers will be used to separate opposing traffic on a two-lane two-way roadway. The legend on the divider shall be two opposing arrows.

The Opposing Traffic Lane Divider shall meet the requirements of Federal Highway Administration's Strategic Highway Research Program (SHRP). The Opposing Traffic Lane Divider shall be 12 inch wide by 18 inch high sign panels mounted back to back on a flexible support post. The post shall be mounted to a base.

A series of these devices shall be placed on the center line of a temporary two-way operation. The support shall be designed to recover automatically to a vertical position if struck by a vehicle.

The opposing Traffic Lane Divider is covered in Section 6F.76 of the Manual on Uniform Traffic Control Devices (2009 Edition).

Article 9.81.02 - Materials:

1) Panel - The vertical panel shall be constructed of a flexible material resistant to ultraviolet light, ozone and hydrocarbons. The surface shall be smooth and suitable for adherence of appropriate retroreflective sheeting. The retroreflective sheeting shall be Type IV retroreflective sheeting in accordance with Section M.18.09.

2) Support Post - The support post shall be made of a material resistant to ultraviolet light, ozone, and hydrocarbons. The post shall have sufficient stiffness to remain rigid in windy conditions. The support shall be designed to recover automatically to a vertical position or manually restored (when fastened to the roadbed), if struck by a vehicle.

3) Base - The base shall consist of a metal ballast plate fastened to a rubber base. For long-term use, the metal ballast plate can be fastened directly to the roadbed. When fastened to the roadbed, the post will need to be manually reset when hit. The base shall meet the requirements of the Federal Highway Administration's Strategic Highway Research Program (SHRP).

Article 9.81.03 - Construction Methods:
The Opposing Traffic Lane Dividers shall be spaced every 30 feet apart or as directed by the Engineer. The Contractor shall insure that the devices are kept clean and bright. Any devices that are missing, damaged, or defaced so that they are not effective, as determined by the Engineer and in accordance with the American Traffic Safety Services Association (ATSSA) guidelines contained in “Quality Standards for Work Zone Traffic Control Devices”, shall be replaced by the Contractor at no cost to the State. When no longer required, they shall remain the property of the Contractor.

Article 9.81.04 - Method of Measurement:
This work will be measured for payment by the number of opposing traffic lane dividers furnished, installed and accepted on the project. Replacement devices shall not be measured for payment. Devices relocated to a different location in accordance with the Engineer shall not be measured.

Article 9.81.05 - Basis of Payment:
This work will be paid for at the contract unit price each for "Opposing Traffic Lane Divider" which price shall include all materials, equipment, tools, labor and work incidental to furnishing, installing, maintaining and removing the units.

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

Section 12.06 is supplemented as follows:

Article 12.06.01 – Description is supplemented with the following:
Work under this item shall consist of the removal and/or relocation of designated side-mounted extruded aluminum and sheet aluminum signs, sign posts, sign supports, and foundations where indicated on the plans or as directed by the Engineer. Work under this item shall also include furnishing and installing new sign posts and associated hardware for signs designated for relocation.

Article 12.06.03 – Construction Methods is supplemented with the following:
The Contractor shall take care during the removal and relocation of existing signs, sign posts, and sign supports that are to be relocated so that they are not damaged. Any material that is damaged shall be replaced by the Contractor at no cost to the State.

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

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

Article 12.06.04 – Method of Measurement is supplemented with the following:
Payment under Removal and Relocation of Existing Signs shall be at the contract lump sum price which shall include all extruded aluminum and sheet aluminum signs, sign posts, and sign supports designated for relocation, all new sign posts and associated hardware for signs designated for relocation, all extruded aluminum signs, sheet aluminum signs, sign posts and sign supports designated for scrap, and foundations and other materials designated for removal and disposal, and all work and equipment required.

Article 12.06.05 – Basis of Payment is supplemented with the following:
This work will be paid for at the contract lump sum price for "Removal and Relocation of Existing Signs" which price shall include relocating designated extruded aluminum and sheet aluminum signs, sign posts, and sign supports, providing new posts and associated hardware for relocated signs, removing and disposing of foundations and other materials, and all equipment, material, tools and labor incidental thereto. This price shall also include removing, loading, transporting, and unloading of extruded aluminum signs, sheet aluminum signs, sign posts, and sign supports designated for scrap and all equipment, material, tools and labor incidental thereto.

Pay Item	Pay Unit
Removal and Relocation of Existing Signs	L.S.

ITEM# 1400003A - TRENCH EXCAVATION 0 –10 FT DEEP (SANITARY SEWER)
ITEM# 1400004A - ROCK-IN-TRENCH EXCAVATION 0-10FT DEEP (SANITARY SEWER)
ITEM# 1400005A - TRENCH EXCAVATION 0-15 FT DEEP (SANITARY SEWER)
ITEM# 1400006A – ROCK-IN-TRENCH EXCAVATION 0-15 FT DEEP (SANITARY SEWER)
ITEM# 1400102A - 8 Inch POLYVINYL CHLORIDE PIPE (SANITARY SEWER)
ITEM# 1401038A - RECONSTRUCT SANITARY SEWER HOUSE LATERALS
ITEM# 1401946A – CUT AND PLUG ABANDONED SANITARY SEWER
ITEM# 1401977A - CONCRETE FOR ENCASEMENT AND CRADLE (SANITARY SEWER)
ITEM# 1403001A - MANHOLE (SANITARY SEWER)
ITEM# 1403501A – RESET MANHOLE (SANITARY SEWER)
ITEM# 1403504A – RECONSTRUCT MANHOLE (SANITARY SEWER)

14.00.01 – Description:
Work under this item shall consist of furnishing and installing materials necessary for the complete installation and testing of sanitary sewer facilities as shown on the plans. Trench excavation for the installation of sanitary sewers shall conform to the details shown on the plans and as specified herein. The Contractor shall submit samples, materials certifications, test reports and/or shop drawings for sewer pipe, concrete manholes, frames, covers and grates to the Engineer for approval.

Where “Form 816” is used, it shall mean the “State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction, form 816, 2004” with latest revisions.

14.00.02 – Materials:
All sewer pipe shall be of size and classes as shown on the plans. The Contractor shall submit to the Engineer the manufacturer’s name with details of pipe, fittings and joints for approval. Pipe shall be in accordance with the following:

1. Polyvinyl chloride Pipe (PVC)
Polyvinyl chloride Pipe shall conform to ASTM Standard D-3034, or SDR-35 for type PSM poly (vinyl chloride) sewer and pipe fittings amended to date with the following additions and/or exceptions:

The pipe and fittings shall be made from PVC plastic having a cell classification of 12454-B as described in ASTM Standard D-1784 for “Rigid Poly (Vinyl Chloride) Compounds and Chlorinated Poly (Vinyl Chloride) Compounds” amended to date.

Lengths and Joints: Pipe lengths shall generally be as long as possible but shall not exceed 16 feet. Each length of pipe shall have a bell-and-spigot or shall have furnished with it a separate jointing

sleeve or coupling with rubber rings compressed into place to make a watertight closure. Joints shall be sealed with a rubber ring gasket and shall be of a composition and texture which is resistant to common ingredient of sewage and groundwater, and which will endure permanently under the condition likely to be imposed by this use, and shall also conform to the applicable sections of ASTM Standards D-3034 and C-361 amended to date.

2. Ductile iron pipe (DIP)

Ductile iron pipe_shall meet the requirements of the latest revisions of ANSI A21.51 (AWWA C151) and shall be of thickness Class 50 unless otherwise indicated. Joints shall be rubber gasket push-on type manufactured in accordance with the latest revision of ANSI A21.11 (AWWA C111). Pipe shall be supplied with the standard exterior bituminous coating of either coal tar or asphalt base approximately one mil thick.

3. Fittings

Wyes, tees, bends, adapters, transition couplings, and all other fittings required to complete the work shall be provided. The materials used shall conform to the requirements as set forth herein and any variation of such shall be subject to the approval of the engineer.

4. Water stops

Water stops shall be used on the outside of the pipe where the pipe is to be enclosed in any structure where the concrete or mortar is to be used to prevent leakage along the outer wall of the barrel of the pipe.

5. Manholes

Manholes shall be constructed of precast reinforced concrete bases, risers and tops conforming to the details shown on the Contract Drawings and shall conform to the requirements of ASTM C-478. Manhole joints shall conform to ASTM C-443. Ladder steps shall be steel reinforced copolymer polyproplyene plastic model #PS2-PF-SL. Flexible sleeve for pipe connection shall be synthetic rubber, tensile strength, 1,054,500 kg/m^2 (1,500 psi), resistant to raw sewage, acids, ozone and weathering. The sleeve shall be cast into the manhole wall. Exterior surfaces of all manholes shall be painted with two (2) coats of an approved waterproofing compound. Concrete building brick for manholes shall conform to the requirements of ASTM C55-11, Grade S II, as amended. Precast concrete grade rings may be used in place of or in tandem with, concrete brick if directed by the Engineer. Masonry concrete units for manholes shall conform to the requirements of ASTM 139-11, as amended.

6. Manhole Frame and Cover

The frame and cover shall be manufactured from tough, even grained cast iron free from scale and blisters and conforming to the requirements of ASTM A48 Class 30B. The cover shall conform to the Town of Vernon Standard Detail for Sanitary Sewer Manhole Cover included in the sanitary sewer details of the plans. The frame and cover shall be pattern number 1007 as manufactured by Campbell Foundry Company or approved equal. Bricks for adjustment of frames shall be whole bricks of good quality with a crushing strength of 5,000 psi. Mortar shall conform to the requirements of Conn DOT Form 816 Article M.11.04.

All components shall be manufactured of materials resistant to corrosion from atmosphere containing hydrogen sulfide.

7. Crushed stone
Crushed stone for pipe bedding and cover shall conform to the requirements of Form 816, Subarticle M.01.01 for No. 6 designation.

8. Utility identification tape
Utility identification tape shall be detectable 6-inches wide, designed to withstand extended underground exposure, colored green and be durably imprinted with an appropriate warning indicating the presence of the buried pipe.

9. Concrete
Concrete for pipe cradles and encasements, shall be Class "A" concrete and conform to the requirements of CONN DOT Form 816 Section M.03. Concrete shall poured around the sewer pipe when crossing utility or culverts, as shown on the plans or as directed by the Engineer.

10. Pipe Marking
Pipe shall be marked along the outside of the barrel in bold style type and shall indicate the Manufacturer's name, pipe size, type, and ASTM or ANSI designation. Fittings shall be marked to indicate the Manufacturer's name, nominal size, material designation and ASTM or ANSI designation.

11. Filter fabric wrap
Filter fabric wrap shall be Amoco 4553 or approved equal.

12. Reconstruct Sanitary Sewer House Lateral
All 6 inch diameter PVC pipe shall be used to construct, reconstruct or extend laterals as directed by the Engineer. The pipe shall be furnished in lengths no longer than 6.5 feet.

13. Trench backfill
The trench shall be backfilled with material as indicated on the plans. (Sand conforming to the requirements of CONN DOT Form 816 Section M.03.01-2 to 12" above the pipe. Above the sand layer granular fill conforming to CONN DOT Form 816 Section M.02.01 gradation "C".)

14.00.03 – Construction Methods:

The Contractor shall at all times maintain sewage flows in the existing sewer system with bypass pumping in a manner approved by the Engineer to insure the health and safety of the public and protection of the environment. The Contractor shall submit to the Engineer for approval detailed plans of the flow maintenance operation and be responsible for damage from any sewage spills and sewage back-ups.

During the installation of sections of the sewer system, it is required that the Contractor maintain sewage flows in the system and from all abutting properties at all times. No sanitary service shall be interrupted by the Contractor except as absolutely necessary and then for only very short

periods of time of no more than thirty (30) minutes and then only when coordinated with the affected property owner.

1. Protection of Existing Structures

(a) All existing pipes, poles, wires, fences, curbing, property-line markers, and other structures which, in the opinion of the Engineer, must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from injury by the Contractor, and in case of injury, the Contractor shall notify the appropriate party so that proper steps may be taken to repair any and all damage done. When the owners do not wish to make the repairs themselves, all damage shall be repaired by the Contractor, or, if not promptly done by him, the Engineer may have the repairs made at the expense of the Contractor.

(b) All utility facilities including but not limited to services, mains, structures, and conduits, shall be supported by suitable means so that the services shall not fail when tamping and settling occurs. No separate item is provided for utility supports and the Contractor must cover same in the unit price bid for sewer construction.

2. Trench Excavation and backfill

Trench excavation and backfill shall conform to all OSHA regulations and shall be performed in such a manner so as to prevent damage to the pipe and other utilities. Backfill material shall be of the type indicated on the plans. The backfill material shall be placed in 12 inch lifts and compacted to 95% Maximum density based on ASTM D1557 Method C or as directed by the Engineer. Each layer of material shall be compacted by the use of vibratory compaction equipment or rollers. At such points as cannot be reached by mobile equipment, the materials shall be thoroughly compacted by the use of suitable power driven tampers.

3. Polyvinyl Chloride Pipe

PVC sewer pipe shall be installed in accordance with Manufacturer's recommendations. Particular care should be taken to keep from interfering with proper joint assembly. Mating surfaces of a joint shall be wiped clean. The surfaces shall then be coated with a lubricating material prescribed by the manufacturer to overcome the frictional resistance encountered with shoving the pipe home. Pipe that is not marked with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint. All lumps, blisters and excess coating shall be removed from the socket ends and plain ends of each pipe, and the outside of the plain ends and the inside of the bells shall be wiped clean and dry and be free from dirt, sand, grit or any foreign materials before the pipe is laid. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing or other materials shall be placed in the pipe at any time. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material. Push on joints shall be installed with gaskets facing in the proper direction and correctly seated. The manufacturer's recommended lubricant shall be applied to the plain end of the pipe before joint assembly. Connection of pipe to existing manholes shall have a rubber water stop installed around the pipe prior to placing mortar in the void around the pipe. All connections to manholes must be watertight. Holes cut into the walls of existing manholes shall be done in such a manner to prevent structural damage.

The contractor shall remove any existing sanitary sewer pipe and appurtenances from the trench and properly dispose of it, if it is encountered at locations where the new sewer is called for.

No more than 25 feet of trench shall be fully excavated in advance of laying of the sewer, and the exposed end of all pipes shall be fully protected with a board or other approved stopper to prevent earth or other substances from entering the pipe.

Pipe foundation for each length of pipe shall be as noted on the plans and conform to bedding details. The top of the stone shall be brought carefully to the proper grade, well tamped or compacted, and shaped for the barrel of the pipe and the pipe laid thereon. When the pipe has been installed and approved by the Engineer, additional crushed stone shall be placed and compacted to provide cover over the pipe a s shown on the plans. A sheet of filter fabric shall be laid completely over the stone. Where sewer installation is to occur below the groundwater table, then filter fabric shall be placed below, on the sides and above the crushed stone to completely enclose the stone. Suitable backfill, as approved by the engineer, shall be placed over the filter fabric wrap as shown on the plans. Each layer of material shall be compacted to 95% maximum density, based on ASTM D1557 Method C or as directed by the Engineer, and shall be done with the use of vibratory compaction equipment or rollers. At such points as cannot be reached by mobile mechanical equipment, the materials shall be thoroughly compacted by the use of suitable power driven tampers.

4. Manholes

Manholes shall be constructed in accordance with the details shown on the Contract Drawings.
They shall be fitted with cast iron frames and covers and manhole steps. The bases shall be set so as to be uniformly supported by the prepared bedding.The precast sections shall be set so as to be vertical and in true alignment. The joints and gaskets of the precast sections of the manholes to be placed together shall be thoroughly cleaned prior to jointing and subsequent to placing the manhole sections together. They shall be checked for proper jointing. Rubber gaskets shall be installed in accordance with the manufacturer’s instruction pertaining to gasket location, lubrication and setting of sections. The manhole steps in each section shall be aligned to form a continuous ladder to the top of the manhole. Lift holes in the precast sections shall be plugged with a rubber stopper and then filled with approved non-shrink grout and made watertight. The grout shall be finished smooth and flush with adjoining surfaces.

Holes shall be preformed in the walls of the riser sections to accept the sewer pipe. Connections of pipe to manhole shall be made through factory installed, watertight, flexible sleeves cast into the manhole wall and secured to the pipe by a stainless steel strap clamp, draw bolt and nut. The formed brick inverts shall conform accurately to the size of the adjoining pipes. Side inverts shall be curved and main inverts (where direction changes) shall be laid out in smooth curves of the longest possible radius which is tangent to the centerlines of adjoining sewers. Prior to backfilling the manhole shall be vacuum tested.

The top of the wall of all manholes shall be leveled off with mortar and brick, if necessary, so as to form a flat surface upon which the manhole frame is to rest, and the manholes shall be carried to such height above the sewer as shown or as ordered. The frame shall be properly set in place in

a full bed of mortar and so adjusted as to make the top of the frame conform to the finished surfaces when located in streets or public highways. In other locations they shall be adjusted so as to conform to such elevations as indicated on the Contract Drawings.

Backfilling around manholes and special structures shall be made as specified elsewhere herein for pipe. No backfill shall be placed against masonry structures until, in the opinion of the Engineer, the concrete or mortar has had sufficient time to harden and cure. Backfill shall be placed evenly to the same height on all sides of the manhole or other structure in order to avoid unbalanced loading on the manhole or other structure.

Backfilling shall not be done in freezing weather except by permission of the Engineer, and it shall not be made with frozen material. Compaction of all backfill and fills shall be completed to the full satisfaction of the Engineer.

Sanitary sewer and culvert crossings shall be performed as shown on the plans. Provide Cofferdam, Pumping and Water Handling to perform sanitary sewer installation in a dry trench. Provide riprap, concrete encasement, support piers and other necessary work.

The interior of all sewers, manholes, and special structures shall be carefully freed from all dirt, rubbish, and superfluous mortar as the work proceeds, and shall be left clean upon the completion of the Contract, to the satisfaction of the Engineer. In no case shall the material to be removed be flushed down the completed sewer.

5. Resetting and Reconstructing Manholes

When brick or concrete units are used for structures, they shall be laid with joints completely filled with mortar. Horizontal joints shall not exceed ½–inch, vertical joints ¼-inch, on the interior face. In building structures, lay all bricks or blocks as headers, breaking the joints between courses. Strike the interior joints smooth with the face of the wall. Plaster the exterior of sanitary manholes, constructed of brick or masonry units with 1:2 cement mortar, ¾-inch thick.

Manhole frames shall be set with the tops conforming accurately to the grade of the pavement or the finished ground surface, as indicated on the Drawings, or as directed. Frames shall be set concentric with the top of the masonry and in a full bed of mortar, so that the space between the top of the manhole masonry and the bottom flange of the frame shall be completely filled and made watertight. A thick ring of mortar extending to the outer edge of the masonry shall be placed all around the bottom flange and have a slight slope to shed water away from the frame.

6. Abandon Manhole

Where plans show that a sanitary sewer manhole is to be abandoned, the structure shall be removed to a depth of 2 feet below the subgrade. The floor of the structure shall be broken and all pipes shall be plugged with concrete masonry. The trench shall be backfilled with granular fill conforming to CONN DOT From 816 Section M.02.01 gradation “C”. The backfill material shall be placed in 12 inch lifts and compacted to 95% Maximum density based on ASTM D1557 Method C or as directed by the Engineer. Each layer shall be compacted by the use of vibratory compaction equipment, rollers or power driven tampers as applicable.

6. Cut and Plug Abandon Sanitary Sewer

The abandoning of existing sanitary sewers, which are not removed during the construction, shall be filled with sand and plugged where "Abandon Sanitary Sewer" is indicated on the Contract Drawings or directed by the Engineer. Unless otherwise specified, pipes to be abandoned with an inside diameter of 10 inches or less will not require filling. Plugs shall be of brick and mortar or as approved by the Engineer. Plugs shall be constructed in the sewer main when laterals are being reconnected to new sewers. Laterals are to be reconnected to the new sanitary sewer starting at the upstream end of the project to insure that flow is maintained at all times. (a) Prior to abandoning any pipes or conduits under this Contract, it shall be the responsibility of the Contractor to ensure that no active connections remain to the pipes or conduits. Where the existing connections cannot be located during the excavation for the installation of the new work, the Contractor shall, by Closed Circuit Television or visual inspection, carefully record the exact location of all existing connections thereto and reconnect the same to the new work as required. Should, after said abandoning, live connections be discovered, the Contractor shall be responsible for all damages direct or consequent caused thereby and it shall be his responsibility to perform any and all remedial work to correct same at no additional cost to the Owner.

7. Pipe Inspection and Testing

Upon completion of installation and backfilling, all sewers shall be inspected and tested by Methods described hereinafter. The Engineer shall be notified in advance of testing and the Contractor shall provide all facilities, materials, equipment and labor required for testing. All pipe shall be inspected and tested and shall meet the minimum required limits as specified herein before the work is accepted.

8. Reconstruction or New Sanitary Sewer Lateral

Sewer laterals to be reconstructed, extended or new construction shall be laid in a dry trench on 6-inches of No. 6 stone bedding, at a minimum of 2% grade or as indicated on the plans. Stone bedding shall cover the pipe. Pipe shall be connected at joints with the use of an ‘O’ ring or push-on integral rubber gasket.

9. Visual Inspection

An inspection of the interior of the completed pipe by direct visual inspection shall be made for all pipe installed. Any lights, equipment or labor necessary for such inspection shall be provided by the Contractor. Any foreign material found in the interior of the pipe, any dirt, debris or other objects shall be removed by the Contractor. Visible defects such as improperly installed gaskets, projecting connections, cracks, visible leaks or other defects, shall be noted, corrected and the pipe reinspected.

10. Manhole VacuumTesting

All lift holes, joints, and other imperfections shall be filled with an approved non-shrink grout and all pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manholes prior to testing.

Test Procedure:

1. The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendation.

2. A vacuum of 10-inches mercury shall be drawn in the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9-inches mercury.

3. The manhole shall pass if the time for the vacuum reading to drop from 10 inches mercury to 9 inches mercury meets or exceeds the values indicated in the following table:

Minimum Test Times for Various Manhole Diameters

	Diameter (ft)		
Depth (ft)	4	5	6
8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57
16	40	52	67
18	45	59	73
20	50	65	81
22	55	72	89
24	59	78	97
26	64	85	105
28	69	91	113
30	74	98	121

Round actual depth of manhole to next depth up (ex. 11 foot deep manhole, use depth of 10 feet).

If the manhole fails any test, necessary repairs shall be made by an approved method and the manhole shall be retested until a satisfactory test is obtained. Payment for failed manholes shall be limited to 50 % (percent) until a satisfactory test is obtained.

11 Sewer Pipe Testing

Sewer pipe joint testing shall be conducted by an independent testing agency employed by the Contractor and approved by the Engineer. The independent testing laboratory shall, after testing is complete and all leaking joints have been repaired, submit certified test reports and a certificate of compliance stating that the sanitary sewer and laterals meet all requirements of these specifications. The cost of testing, including the cost to hire an independent testing agency shall be included in the unit prices bid for sanitary sewer and laterals. No testing shall be conducted unless a representative of the Engineer is present.

The Contractor shall remove all debris from manholes and shall thoroughly flush seers preparatory to testing for watertightness. All sewers, service connections and sewer laterals constructed under this Contract shall be tested by an independent testing agency employed by the Contractor and

approved by the Engineer under this Section and shall satisfactorily meet the test requirements prior to final acceptance of the work. No exceptions will be permitted from this rule unless stated in these Contract Documents or in written approval from the Engineer. The Contractor shall furnish all labor, testing materials and equipment (including plugs and standpipes), and shall perform either exfiltration or low pressure air tests under the supervision and to the entire satisfaction of the Engineer.

Testing of New Sewers

This method can be used to test large sections of new sanitary sewer pipe before service connections are made and before sewage flow is established. This test shall be conducted after all laterals and caps within each manhole run to be tested have been installed and backfilled but prior to any connection being made to existing services.

a) The low pressure air test shall be performed with AIR-LOC equipment manufactured by Cherne Industrial, Inc., Hopkins, Minnesota, New Britain Products, New Britain, PA., or equivalent and shall be conducted under the supervision of the Engineer.

(b) The Contractor may desire to make an air test prior to backfilling for his own purposes, but the "Line Acceptance" test shall be conducted after backfilling has been completed in accordance with other portions of this specification.

(c) All wyes, tees, or ends of lateral stubs, shall be suitably capped to withstand the internal test pressures. Caps shall be easily removable for future lateral connections or extensions.

d) After a manhole to manhole section of line has been backfilled and cleaned, it shall be plugged at each manhole with pneumatic plugs. The design of the pneumatic plugs shall be such that they will hold against the line test pressure without requiring external blocking or bracing. One of the plugs shall have three hose connections. Air for inflation of the triple connection pneumatic plug shall be supplied through a factory-equipped control panel. There shall be three hose connections from the control panel to the pneumatic plug. One hose shall be used for inflation of the plug. The second hose shall be used for continuously reading the air pressure in the sealed line. The third hose shall be used for introducing low pressure air into the sealed line.

(e) There shall be a 3½" or larger diameter, 0-30 psi gauge mounted on the control panel for reading the internal pressure in the line being tested. Calibrations from the 0-10 psig range shall be in tenths of pounds and the 0-10 psig portion shall cover 90% of the complete dial range.

(f) Low pressure air shall be introduced into the sealed line until the internal air pressure reaches 4 psig greater than the average back pressure of any ground water that may be over the pipe. At least two (2) minutes shall be allowed for the air pressure to stabilize. After the stabilization period, the third hose shall be quickly disconnected from the control panel.

(g) The portion of line being tested shall be accepted if the portion under test does not lose air at a rate greater than 0.003 cfm per square foot of internal pipe surface when tested at an average

pressure of 3.0 psig greater than any back pressure exerted by ground water that may be over the pipe at the time of the test.

(h) The above requirement shall be accomplished by performing the test as follows:

The time required in minutes for the pressure to decrease from 3.5 to 2.5 psig (greater than the average back pressure of any ground water that may be over the pipe) shall not be less than the time shown for the given diameters in the following table:

Pipe Diameter in Inches	Minutes
4	2.0
6	3.0
8	4.0
10	5.0
12	5.5
15	7.5
18	8.5
21	10.0
24	11.5

(i) In areas where ground water is known to exist, the Contractor shall install a one-half inch diameter capped pipe nipple, approximately 10" long, through the manhole wall on tope of one of the seer lines entering the manhole. This shall be done at the time the seer line is installed. Immediately prior to the performance of the line acceptance test, the ground water level shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then connecting a clear plastic tube to the pipe nipple. The hose shall be held vertically and a measurement of the height, in feet, of water shall be taken after the water stops rising in this plastic tube. The height in feet shall be divided by 2.3 to establish the pounds of pressure that will be added to all readings. For example, if the height of water is 11½ feet, then the added pressure will be 5 psig. This changes the 3.4 psig to 8.5 psig, and the 2.5 psig to 7.5 psig. The one pound allowable drop and the timing remains the same.

(j) If leakage exceeds the specified amount, the Contractor shall make the necessary repairs or replacements required to permanently reduce the leakage to within the specified limit and the test shall be repeated until the leakage requirement is met.

Testing of Active Sewers

(a) Application: This technique for sewer pipe joint testing is used to test the integrity of individual pipe joints after backfilling and before or after existing sewage flows are reestablished. This test shall be utilized when sanitary sewer installation includes connections to existing live sewers and/or service laterals.

(b) Test Medium: A fluid (maximum viscosity of 2 centipoise) shall be used as the test medium. Both liquid (usually water) and air are acceptable, but the test procedure is different for each.

(c) Equipment: The basic equipment used shall consist of a television camera, joint testing device (such as a packer) and test monitoring equipment. The equipment shall be constructed in such a way as to provide means for introducing the test medium, under pressure, into the VOID area created by the expanded ends of the joint-testing device and means for continuously measuring the actual static pressure of the test medium at and within the VOID area only.

(d) VOID pressure data shall be transmitted electrically from the VOID to the monitoring equipment. Example: via a TV picture of a pressure gage located at the VOID, or via an electrical pressure transducer located at the VOID.

(e) All test monitoring shall be above ground and in a location to allow for simultaneous and continuous observation of the television monitor and test monitoring equipment by the Engineer.

(f) Test Procedure: Each sewer pipe joint which is not visibly leaking shall be individually tested at a test pressure equal to ½ psi per vertical foot of pipe depth (not exceeding a test pressure of 10 psi) in accordance with one of the following procedures:

1) Air Test Procedure:

a) The testing device shall be positioned within the line in such a manner as to straddle the pipe joint to be tested.

b) The testing device ends (end elements, sleeves) shall be expanded so as to isolate the joint from the remainder of the line and create a VOID area between the testing device and the pipe joint. The ends of the testing device shall be expanded against the pipe with sufficient pressure to contain a minimum of 10 psi within the VOID without leakage past the expanded ends.

c) Air shall then be introduced into the VOID area until a pressure equal to or greater than the required test pressure is observed with the VOID pressure monitoring equipment. If the required test pressure cannot be developed (due to joint leakage), the joint will have failed the test and shall be sealed as specified elsewhere.

d) After the VOID pressure is observed to be equal to or greater than the required test pressure, the air flow shall be stopped. If the VOID pressure decays by more than 2 psi within 15 seconds (due to joint leakage), the joint will have failed the test and shall be repaired as directed by the Engineer.

2) Control Tests: Prior to starting the pipe joint testing phase of the work, a two-part control test shall be performed as follows:

a) To insure the accuracy, integrity and performance capabilities of the testing equipment, a demonstration test will be performed in a test cylinder constructed in such a manner that a minimum of two known leak sizes can be simulated (see diagram). This technique will establish the test equipment performance capability in relationship to the test criteria and insure that there is

no leakage of the test medium from the system or other equipment defects that could affect the joint testing results. If this test cannot be performed successfully, the Contractor shall be instructed to repair or otherwise modify his equipment and re-perform the test until the results are satisfactory to the Engineer. This test may be required at any other time during the joint testing work if the Engineer suspects the testing equipment is not functioning properly.

b) After entering each manhole section with the test equipment, but prior to the commencement of joint testing, the test equipment shall be positioned on a section of sound sewer pipe between pipe joints and a test performed as specified. This procedure will demonstrate the reality of the test requirement, as no joint will test in excess of the pipe capability. Should it be found that the barrel of the sewer pipe will not meet the joint test requirements, the requirements will be modified as necessary.

3) Test Records: During the joint testing work, records shall be kept which include:

a) Identification of the manhole section tested;

b) The test pressure used;

c) Location (footage) of each joint tested;

d) A statement indicating the test results (passed or failed) for each joint tested.

e) A copy of the video record shall be submitted to the Owner.

Final Acceptance

Acceptance of the new sewer line shall be made upon the successful completion of the television inspection Prior to TV inspection the contractor shall clean the entire portion of the newly constructed sanitary sewer. If TV inspection shows that cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, the Owner's Representative will require the Contractor to pull a double squeegee (with each squeegee the same diameter as the sewer) through each manhole section as evidence of adequate cleaning.

Television Inspection

(a) After cleaning, the pipe sections shall be visually inspected by means of closed-circuit television. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled as specified (see SEWER FLOW CONTROL).

(b) The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing picture quality to the satisfaction of the Engineer; and if unsatisfactory, the equipment shall be removed and replaced with acceptable equipment.

(c) The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater then 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole,. If, again, the camera fails to pass through the entire manhole section the inspection shall be considered complete and no additional work will be required.

(d) When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.

(e) The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Engineer.

(f) Documentation of the television results shall be as follows:

1) Television Inspection Logs: Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, broken pipe, presence of scale and corrosion, and other discernable features will be recorded and a copy of such records will be supplied to the Owner.

2) Photographs: Instant developing, 35 mm, or other standard-size photographs of the television picture of problems shall be taken by the Contractor upon request of the Engineer, as long as such photographing does not interfere with the Contractor's operations.

3) Videotape Recordings: The purpose of tape recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. Videotape recording playback shall be at the same speed that it was recorded.

Sewer Flow Control

(a) When sewer line depth of flow at the upstream manhole of the manhole section being worked is above the maximum allowable for television inspection, the flow shall be reduced to the level shown below by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow as specified.

(b) Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in the manhole when performing television inspection, except that the Engineer may require that all flow be stopped in certain cases.

1) Maximum Depth of Flow .....Television Inspection

6" - 10" Pipe .....20% of pipe diameter
12" - 24" Pipe .....25% of pipe diameter
27" & up Pipe .....30% of pipe diameter

(c) Plugging or Blocking: A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal.

(d) Pumping and Bypassing: When pumping and bypassing is required the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.

(e) Flow Control Precautions: When flow in a sewer line is plugged, blocked, or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

14.00.04 – Method of Measurement:

Trench Excavation

Trench Excavation will be measured for payment as shown on the plans. The trench width shall be measured as the inside diameter of the pipe plus 12 inches on both sides of the pipe. Before starting any excavation, the Contractor shall notify the Engineer so that elevations and measurements of the work may be obtained. Backfill, bedding material, additional bedding material required because of rock in trench, utility identification tape, trench compaction and concrete cradles will not be measured for payment.

Sewer Pipe and Reconstructed Sewer House Laterals:

Sewer pipe, new sewer house laterals and reconstructed / extended sewer house laterals shall be measured for payment as the number of linear feet of pipe, measured along the horizontal projection of the pipe axis from inside of manhole to inside of manhole, of the respective sizes and types as indicated in the Proposal, completed and accepted. In measuring the lengths to be paid for, the spaces occupied by pipes with wye or tee branches and the spaces occupied by manholes shall be included. Wye and Tee branches for sewers, gaskets, transition couplings, joining materials, furnishing and installing gravel backfill material, crushed stone bedding material, filter

fabric wrap, utility identification tape and suitable backfill material, altering existing manholes, including coring, rebuilding of existing brick inverts, handling of sewage flows and pipe inspection and pressure testing will not be measured for payment.

Manholes

Precast reinforced concrete manholes will be measured for payment as the number of each type, as indicated in the Proposal, completed and accepted. Measurement for manhole depth will be made from the top of the frame to the lowest invert.

Reset and Reconstruct Manholes

When the adjustment can be made by adding or removing brick courses or grade rings to bring the frame and cover to the required finished grade, the work will be measured for payment as a Reset Manhole. When the adjustment requires the removal and replacement of existing cones and/or risers, where necessary, to allow the frame and cover to meet the finished grade, the work will be measured for payment as Reconstruct Manhole at the contract unit price per vertical foot of height measured to the nearest tenth of a foot of reconstructed manhole. When resetting or reconstructing manholes, there will be no measurement for excavation, cutting, removal and replacement of pavement, pervious material and backfill.

Abandon Manhole

Manhole removal in areas not in the path of the new sewer construction will be measured as the number of each unit removed. Manhole removal in the path of the new sewer shall not be measured for payment.

Cut and Plug Abandoned Sanitary Sewer

Cut and Plug Abandoned Sanitary Sewer will be measured for payment as the number of cut and plugs constructed.

Concrete Encasement

Concrete Encasement not indicated on the plans but ”As Directed by the Engineer “shall be measured for payment at the number of cubic yards actually placed.

Other miscellaneous items such as maintenance and traffic control, removal of pavement and surface restoration that may occur during sanitary sewer construction are also part of the roadway and bridge construction and will be measured under their respective pay items as specified elsewhere.

14.00.05 – Basis of Payment:

Trench Excavation and Rock Excavation

This work will be paid for at the contract unit price per cubic yard for each class as specified in the Proposal complete in place, which prices shall include cutting and removal of bituminous and concrete pavement; trench excavation; sheeting; shoring and bracing; dewatering; erosion and sediment control; all materials, tools, equipment and labor necessary to complete the excavation in conformance with the plans or as ordered. They shall also include disposal of surplus material. No

additional payment will be made for shoring, bracing, sheeting, pumping, dewatering, and bailing or for material or equipment necessary for satisfactory completion of the work. Unsuitable material below normal grade shall be removed as ordered and replaced with no. 6 stone conforming to CONN DOT form 816 section M.01.01 (#6 stone). Payment will be made for the number of cubic yards of "No. 6 Crushed Stone" complete in place. Excavation of unsuitable material below normal grade will be paid as "Trench Excavation".

Sewer Pipe and Construction, Reconstructed or Extension of Sewer Lateral:

Sewer Pipe and construction, reconstructed or extension of sewer laterals will be paid for at the contract unit price per linear foot of the respective types and pipe sizes indicated in the Proposal. The price shall include all labor, tools, materials, equipment and supplies required and necessary to perform all work including Wye and Tee branches for sewers, gaskets, transition couplings, joining materials, concrete encasements, crushed stone bedding material, filter fabric wrap, utility identification tape, removing and disposing of existing sewer pipe and appurtenances, connecting sewer pipe to existing sewer pipes and manholes, altering existing manholes, including coring, rebuilding of existing brick inverts, installing concrete class "A" pipe supports at crossings, handling sewage flows, dewatering of trenches and pits; bedding, jointing and cover of pipe; furnishing and installing main line sewer pipe and sewer lateral pipe, connecting new pipe, removal and disposal of existing pipe and fittings as specified on the plans; concrete for cradles; testing the sewer pipe or laterals for leakage, post construction television inspection of sewers, restoration of grassed areas, monuments, damaged surfaces and property; handling surface and flood flows; providing for the public safety; location and protection of existing structures and facilities; removal of surplus excavated materials; cleaning up; and all else necessary for furnishing and placing the pipe and fittings, complete in place, all in accordance with the provisions of the Contract Documents.

Sanitary sewer and culvert crossings as well as handling of sanitary sewer flows will be paid for under the respective sewer pipe item. The price shall include all labor, materials, equipment, tools, riprap, concrete, cofferdam and pumping, water handling necessary to maintain sanitary sewage flow through the work area during construction.

Manholes

Precast reinforced concrete manholes will be paid for at the contract unit price for each type specified in the Proposal complete in place, which price shall include all labor, tools, materials, equipment and supplies incidental thereto.

Reset Manholes

Reset manholes will be paid for at the contract unit price for "Reset Manhole" complete in place, which price shall include all labor, tools, materials, equipment and supplies incidental thereto.

Reconstruct Manholes

Reconstructed manholes will be paid for at the contract unit price per vertical foot of height of "Reconstructed Manhole" measured to the nearest tenth of a foot complete in place, which price shall include all labor, tools, materials, equipment and supplies incidental thereto.

Abandon Manhole

Each manhole to be abandoned in areas not in the path of the new sewer construction, will be paid for under the "Abandon Manhole" Item. This price will include all labor, tools, materials, equipment and supplies necessary for the removal of each Manhole structure to 2 feet below the subgrade. The work shall also include breaking the floor of the structure and plugging the pipes in the structure with concrete masonry. This price shall also include furnishing and placing backfill material, disposing of materials removed, and all other incidental work required to completely abandon manholes. Manhole removal in the path of the new sewer shall be paid for under the respective sewer pipe item.

Cut and Plug Abandoned Sanitary Sewer

Cut and Plug Abandoned Sanitary Sewer will be paid at the contract unit price for "Cut and Plug Abandoned Sanitary Sewer" complete in place, which price shall include all labor, tools, materials, equipment and supplies incidental thereto.

Concrete for Encasement and Cradle

Concrete Encasement or Cradle not indicated on the plans but "As Directed by the Engineer" will be paid for at the contract unit price per cubic yard under the item "Concrete for Encasement and Cradle".

Pay Item	**Pay Unit**
Trench Excavation 0 – 10 ft Deep Sanitary Sewer)	CY
Trench Excavation 0 – 15 ft Deep (Sanitary Sewer)	CY
Rock-in-trench Excavation 0-10 ft Deep (Sanitary Sewer)	CY
Rock-in-trench Excavation 0-15 ft Deep (Sanitary Sewer)	CY
8 inch PVC Pipe (Sanitary Sewer)	LF
Manhole (Sanitary Sewer)	EA
Reset Manhole (Sanitary Sewer)	EA
Reconstruct Manhole (Sanitary Sewer)	VF
Reconstruct Sanitary Sewer House Laterals	LF
Concrete for Encasement and Cradle (Sanitary Sewer)	CY

ITEM #1504010A- TEMPORARY SUPPORT OF UTILITIES

Description: This work shall consist of providing temporary supports for underground utilities as required to adequately and safely support these during the work. The Contractor shall be responsible for providing facilities for the temporary support of the following utilities during construction:

- Existing 12”, 16” and 8” diameter water mains in South Street, Alpert Road and Janet Lane owned by the Connecticut Water Company.
- Existing 6” and 8" diameter gas mains in West Street and South Street owned by Eversource (formerly Yankee Gas).
- Existing 8” diameter sanitary sewer main in South Street and Alpert Road owned by the Town of Vernon Water Pollution Control Authority
- Existing conduit duct bank crossing South Street west of Vernon Avenue owned by Frontier Communications (formerly AT&T).

The type of temporary supports shall be as accepted by the affected utility company and as approved by the Engineer. The temporary supports shall be removed upon completion of the work or upon completion of the need for temporary support of the underground utility. The Contractor shall coordinate his work under this item with the respective utility company throughout the period during installation, maintenance, and removal of the temporary supports.

Materials: Materials for the temporary supports shall be of a type adequate to provide the required strength and stability for maintaining the underground utility in a fixed position within the work area. Materials for temporary utility supports shall be submitted for approval by the Engineer.

Construction Methods: The underground utility shall be temporarily supported after it has been exposed by the utility company. Supports shall be adequately designed for the spans, loads and site conditions under which they will be used. Temporary supports shall be anchored as to not interfere with other construction operations and in a manner to insure the safety of all personnel and equipment in the work area.

The Contractor shall submit to the Engineer plans showing the proposed method of construction, maintenance and removal of the temporary supports prior to the start of related construction. The furnishing of such plans shall not relieve the Contractor of any part of his responsibility for the safety of the work, for the successful completion of the work, or other responsibilities indicated in the contract documents.

Upon completion of the work or at such time as the Engineer and/or utility company determines that the temporary supports are no longer needed, the supports shall be removed. Any damage to adjacent pavement or other property occurring as a result of the placement, maintenance or removal of the temporary supports shall be repaired by the Contractor at his own expense to the satisfaction of the Engineer.

Method of Measurement: This work will not be measured for payment but shall be paid on a lump sum basis.

Basis of Payment: Payment for this work will be at the contract lump sum for "Temporary Support of Utilities" and shall include all materials, equipment, tools, and labor incidental to the completion of this item.

Pay Item	Pay Unit
Temporary Support of Utilities	L. S.

Schedule 1

SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
FOR FEDERAL FUNDED PROJECTS

(For Municipal Advertised and Awarded Projects Only)

Revised – February 26, 2009

NOTE: Certain of the requirements and procedures stated in this Special Provisions are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "ConnDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a prime contractor, consultant, second party or any other entity doing business with or engaged by the Municipality or, as the context may require, with or by another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%)of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

   i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

   ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

   iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

   iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

   v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

   vi. Women;

   vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.

F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit bids with ConnDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

G. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

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

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. The DBE contract goal percentage for the Project is 10% (Construction) and 0% (Construction Inspection). The goal shall be shall be based upon the total contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under contract in accordance with 49 CFR Part 26, Subpart C Section 26.55, as revised. **Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.**

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

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

bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. **In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.**

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Municipality with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.

2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the Rental Agreement must be *submitted.*

3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to the Municipality together with the documentation *required* in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Municipality signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient*

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

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Municipality with:

1. An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and

2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, Department of Transportation or Contractor.

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

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the

Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the DBE goal. **Application form for Review of Pre-Award Good Faith Efforts is attached hereto.**

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;

2. a statement setting forth all parts of the Contract that are likely to be sublet;

3. a statement setting forth in *detail* the efforts made to select subcontracting work in order to likely achieve the stated goal;

4. copies of all letters sent to DBEs;

5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;

6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;

7. copies of letters received from DBEs in which they declined to bid;

8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;

9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

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

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

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT initiating unit for submission to the ConnDOT Division of Contract Compliance. ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractors request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, via certified mail, a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the Contract. For example, when the apparent successful bidder fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

AFFIDAVIT FOR THE UTILIZATION OF MATERIAL SUPPLIERS OR MANUFACTURERS

This affidavit must be completed by the Municipality Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No.

Federal Aid Project No.

Description of Project

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____.
(Municipality Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

_____
(Name of Organization or Firm)

_____
(Signature & Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____, who signed said instrument on behalf of the Organization, was then _____
of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

_____
(Signature of Person Certifying) (Date)

December 2015

Construction Contracts - Required Contract Provisions
(FHWA Funded Contracts)

Index

1. Federal Highway Administration (FHWA) Form 1273 (Revised May 1, 2012)

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

3. Contractor Work Force Utilization (Federal Executive Order 11246) / Specific Equal Employment Opportunity

4. Requirements of Title 49, CFR , Part 26, Participation by DBEs

5. Contract Wage Rates

6. Americans with Disabilities Act of 1990, as Amended

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EXHIBIT G - State Wage Rates (Attached at the end)

1. Federal Highway Administration (FHWA) Form 1273

The Contractor shall comply with the Federal Highway Administration (FHWA), Form 1273 attached at Exhibit A, as revised, which is hereby made part of this contract. The Contractor shall also require its subcontractors to comply with the FHWA – Form 1273 and include the FHWA – Form 1273 as an attachment to all subcontracts and purchase orders.

2. 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 B, all of which are hereby made a part of this Contract.

3. Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity

(a) The Contractor shall comply with the Contractor Work Force Utilization (Federal Executive Order 11246) / Equal Employment Opportunity requirements attached at Exhibit C 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.

4. Requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by DBEs

Pursuant to 49 CFR 26.13, the following paragraph is part of this Contract and shall be included in each subcontract the Contractor enters into with a subcontractor:

"The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, Participation by DBEs, in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as ConnDOT (recipient) deems appropriate."

5. Contract Wage Rates

The Contractor shall comply with:

The Federal and State wage rate requirements indicated in Exhibits F and G hereof, as revised, are hereby made part of this Contract. The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website (http://www.wdol.gov/dba.aspx) as may be revised 10 days prior to bid opening. These applicable Federal wage rates will be physically incorporated in the final contract document executed by both parties. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents, prior to the bid opening date. During the bid advertisement period, bidders are responsible for obtaining the appropriate Federal wage rates from the US Department of Labor website.

To obtain the latest Federal wage rates go to the US Department of Labor website (link above). Under Davis-Bacon Act, choose "Selecting DBA WDs" and follow the instruction to search the latest wage rates for the State, County and Construction Type. Refer to the Notice to Contractor (NTC) - Federal Wage Determinations (Davis Bacon Act).

If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

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.

6. 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.

7. 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 3l-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

8. 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).

9. 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.

10. 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:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
iv. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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, 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, 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."

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

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

11. 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.

12. 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.

13. 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.

14. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-ll2a of the General Statutes of the State of Connecticut, as revised.

15. 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 D, and hereby made part of this Contract.

16. 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.

17. 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.

18. 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.

19.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 E.

20. 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.

21. 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.

22. 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 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.

23. Cargo Preference Act Requirements (46 CFR 381.7(a)-(b)) – Use of United States Flag Vessels

The Contractor agrees to comply with the following:

(a) ***Agreement Clauses***.

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) ***Contractor and Subcontractor Clauses.*** The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

EXHIBIT A

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title

VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation

indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the

contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26, and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to

be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements,

and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and

similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is

responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

SCHEDULE 2

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(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

EXHIBIT B

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 C

CONTRACTOR WORKFORCE UTILIZATION (FEDERAL EXECUTIVE ORDER 11246) / EQUAL EMPLOYMENT OPPORTUNITY (Federal - FHWA)

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 attached Appendix A.

2. **Executive Order 11246**
   The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

   If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Pan does not excuse any covered Contractor's of subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific Foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work-force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4 8.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor’s or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

FEDERALLY FUNDED OR ASSISTED PROJECTS
APPENDIX A
(Labor Market Goals)

Standard Metropolitan Statistical Area (SMSA)

Female **Minority**

Bridgeport – Stamford – Norwalk – Danbury			**10.2%**
6.9%			
Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield
Greenwich	Milford	Monroe	New Canaan
New Fairfield	Newton	Norwalk	Redding
Shelton	Stamford	Stratford	Trumbull
Weston	Westport	Wilton	

Hartford – Bristol – New Britain			**6.9%**
6.9%			
Andover	Avon	Berlin	Bloomfield
Bolton	Bristol	Burlington	Canton
Colchester	Columbia	Coventry	Cromwell
East Granby	East Hampton	East Hartford	East Windsor
Ellington	Enfield	Farmington	Glastonbury
Granby	Hartford	Hebron	Manchester
Marlborough	New Britain	New Hartford	Newington
Plainville	Plymouth	Portland	Rocky Hill
Simsbury	South Windsor	Southington	Stafford
Suffield	Tolland	Vernon	West Hartford
Wethersfield	Willington	Windsor	Windsor Locks

New Haven – Waterbury – Meriden			**9.0%**
6.9%			
Beacon Falls	Bethany	Branford	Cheshire
Clinton	East Haven	Guilford	Hamden
Madison	Meriden	Middlebury	Naugatuck
New Haven	North Branford	North Haven	Orange
Prospect	Southbury	Thomaston	Wallingford
Waterbury	Watertown	West Haven	Wolcott

Woodbridge	Woodbury		

New London – Norwich	**4.5%**
6.9%	

Bozrah	East Lyme	Griswold	Groton
Ledyard	Lisbon	Montville	New London
Norwich	Old Lyme	Old Saybrook	Preston
Sprague	Stonington	Waterford	

Non SMSA

Female	**Minority**

Litchfield – Windham	**5.9%**
6.9%	

Abington	Ashford	Ballouville	Bantam
Barkhamsted	Bethlehem	Bridgewater	Brooklyn
Canaan	Canterbury	Central Village	Cahplin
Colebrook	Cornwall	Cornwall Bridge	Danielson
Dayville	East Canaan	East Killingly	East Woodstock
Eastford	Falls Village	Gaylordsville	Goshen
Grosvenor Dale	Hampton	Harwinton	Kent
Killignly	Lakeside	Litchfield	Moosup
Morris	New Milford	New Preston	New Preston Marble Dale
Norfolk	North Canaan	No. Grosvenordale	North Windham
Oneco	Pequabuck	Pine Meadow	Plainfield
Pleasant Valley	Pomfret	Pomfret Center	Putnam
Quinebaug	Riverton	Rogers	Roxbury
Salisbury	Scotland	Sharon	South Kent
South Woodstock	Sterling	Taconic	Terryville
Thompson	Torrington	Warren	Warrenville
Washington	Washington Depot	Wauregan	West Cornwall
Willimantic	Winchester	Winchester Center	Windham
Winsted	Woodstock	Woodstock Valley	

EXHIBIT D

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 in 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 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.

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION **EXHIBIT E**

Rev. 1/11
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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.

EXHIBIT F

(federal wage rate package will be inserted here for final executed contract only. Refer to NTC – Federal Wage Determinations)

General Decision Number: CT160015 07/01/2016 CT15

Superseded General Decision Number: CT20150015

State: Connecticut

Construction Type: Heavy

Counties: Middlesex and Tolland Counties in Connecticut.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	04/08/2016
3	04/29/2016
4	05/13/2016
5	06/17/2016
6	07/01/2016

BRCT0001-011 01/04/2016

	Rates	Fringes
BRICKLAYER	$ 33.48	28.76

BRCT0001-012 01/04/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.48	28.76

CARP0024-016 05/02/2016

MIDDLESEX COUNTY
TOLLAND COUNTY
Andover, Columbia, Coventry, Hebron, Mansfield, Union, Willington

	Rates	Fringes
CARPENTER		

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     CARPENTERS, PILEDRIVERS.....$ 32.00            24.42
     DIVER TENDER................$ 32.00            24.42
     DIVER.......................$ 40.46            24.42
     MILLWRIGHT..................$ 32.47            24.84
----------------------------------------------------------------
 CARP0043-006 05/02/2016

TOLLAND COUNTY
Bolton, Ellington, Somers, Tolland, Vernon

                                  Rates          Fringes

CARPENTER
     CARPENTER, PILEDRIVER.......$ 32.00            24.42
     DIVER TENDER................$ 32.00            24.42
     DIVER.......................$ 40.46            24.42
     MILLWRIGHT..................$ 32.47            24.84
----------------------------------------------------------------
 ELEC0035-004 06/01/2016

Cromwell, Middlefield, Middleton and Portland

                                  Rates          Fringes

ELECTRICIAN.....................$ 38.65         3%+24.42
----------------------------------------------------------------
 ELEC0090-006 06/01/2016

Chester, Clinton, Deep River, Durham, East Haddam, East
Hampton, Essex, Haddam, Killingsworth, Old Saybrook, Westbrook


                                  Rates          Fringes

ELECTRICIAN.....................$ 37.50         3%+25.06
----------------------------------------------------------------
 ENGI0478-001 04/03/2016

                                  Rates          Fringes

Power equipment operators:
     GROUP   1...................$ 38.55            23.55
     GROUP   2...................$ 38.23            23.55
     GROUP   3...................$ 37.49            23.55
     GROUP   4...................$ 37.10            23.55
     GROUP   5...................$ 36.51            23.55
     GROUP   6...................$ 36.20            23.55
     GROUP   7...................$ 35.86            23.55
     GROUP   8...................$ 35.46            23.55
     GROUP   9...................$ 35.03            23.55
     GROUP  10...................$ 32.99            23.55
     GROUP  11...................$ 32.99            23.55
     GROUP  12...................$ 32.93            23.55
     GROUP  13...................$ 33.46            23.55
     GROUP  14...................$ 32.35            23.55
     GROUP  15...................$ 32.04            23.55
     GROUP  16...................$ 31.21            23.55
     GROUP  17...................$ 30.80            23.55
     GROUP  18...................$ 30.15            23.55
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Hazardous waste premium $3.00 per hour over classified rate.

Crane with boom, including jib, 150 feet - $1.50 extra.
Crane with boom, including jib, 200 feet - $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra $3.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
3) Cranes(under 100 ton rated capacity)

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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. and over.

GROUP 2: Cranes (100 ton capacity & over), Excavator over 2 cubic yards, piledriver ($3.00 premium when operator controls hammer), Bauer Drill/Caisson

GROUP 3: Excavator, 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 or operation) Rubber Tire Excavator (drott 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooper).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer,ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator,welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

ENGI0478-007 04/03/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	$ 36.51	23.55
Asphalt Roller	$ 35.86	23.55
Asphalt Spreader	$ 36.51	23.55
Backhoe/Excavator 2 cubic yards and over	$ 38.23	23.55
Backhoe/Excavator under 2 cubic yards	$ 37.49	23.55
Bulldozer (Rough Grade Dozer)	$ 36.20	23.55
Bulldozer Fine Grade(includes slopes, shaping, laser or gps)	$ 37.49	23.55
Crane handling or erecting structural steel or stone	$ 38.55	23.55
Cranes (100 ton capacity & over)	$ 38.23	23.55
Cranes (under 100 ton rated capacity)	$ 37.49	23.55
Drills with self contained power units; Directional driller	$ 36.51	23.55

Earth Roller	$ 32.99	23.55
Forklift	$ 35.03	23.55
Front End Loader (3 cubic yards up to 7 cubic yards)	$ 36.20	23.55
Front End Loader (7 cubic yards or over)	$ 38.55	23.55
Front End Loader (under 3 cubic yards)	$ 35.03	23.55
Grader/Blade	$ 37.49	23.55
Maintenance Engineer/Oiler	$ 30.15	23.55
Mechanic	$ 35.46	23.55
Rubber Tire Backhoe/Excavator	$ 37.49	23.55

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

b. Crane with boom, including jib, 150 feet - $1.50 extra .
Crane with boom, including jib, 200 feet- $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra.

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra $3.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
3) Cranes(under 100 ton rated capacity)

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* IRON0015-008 06/27/2016

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL	$ 35.22	31.99

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-004 04/03/2016

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers	$ 31.28	18.90
Form Erectors	$ 31.60	18.90

ROCK SHAFT, CONCRETE,
LINING OF SAME AND TUNNEL
IN FREE AIR:
Brakemen, Trackmen,
Tunnel Laborers, Shaft
Laborers.....$ 31.28 18.90
Laborers Topside, Cage
Tenders, Bellman.....$ 31.17 18.90
Miners.....$ 32.22 18.90
SHIELD DRIVE AND LINER
PLATE TUNNELS IN FREE AIR:
Brakemen and Trackmen.....$ 31.28 18.90
Miners, Motormen, Mucking
Machine Operators,
Nozzlemen, Grout Men,
Shaft and Tunnel, Steel
and Rodmen, Shield and
Erector, Arm Operator,
Cable Tenders.....$ 32.22 18.90
TUNNELS, CAISSON AND
CYLINDER WORK IN
COMPRESSED AIR:
Blaster.....$ 38.53 18.90
Brakemen, Trackmen,
Groutman, Laborers,
Outside Lock Tender,
Gauge Tenders.....$ 38.34 18.90
Change House Attendants,
Powder Watchmen, Top on
Iron Bolts.....$ 36.41 18.90
Mucking Machine Operator...$ 39.11 18.90

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

LABO0056-007 04/03/2016

	Rates	Fringes
LABORERS		
GROUP 1	$ 28.55	18.90
GROUP 2	$ 28.80	18.90
GROUP 3	$ 29.05	18.90
GROUP 4	$ 29.55	18.90
GROUP 5	$ 30.30	18.90
GROUP 6	$ 30.55	18.90
GROUP 7	$ 16.00	18.90

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors,

pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-013 06/01/2016

	Rates	Fringes
PAINTER		
Brush and Roller	$ 32.02	20.15
Spray Only	$ 35.02	20.15
Steel Only	$ 34.02	20.15

TEAM0064-001 04/03/2016

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix	$ 28.93	21.39
2 Axle	$ 28.83	21.39
3 Axle Ready Mix	$ 28.98	21.39
3 Axle	$ 28.93	21.39
4 Axle Ready Mix	$ 29.08	21.39
4 Axle	$ 29.03	21.39
Heavy Duty Trailer 40 tons and over	$ 29.28	21.39
Heavy Duty Trailer up to 40 tons	$ 29.03	21.39
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids)	$ 29.08	21.39

Hazardous waste removal work receives additional $1.25 per hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

TEAM0064-006 04/03/2016

	Rates	Fringes

TRUCK DRIVER: 4 Axle Truck.....$ 29.03 21.39

Hazardous waste removal work receives additional $1.25 per hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

SUCT2002-010 12/16/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 25.52	8.49
TRUCK DRIVER: 3 Axle & Semi - Truck.....	$ 19.93	7.39

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: CT160001 07/01/2016 CT1

Superseded General Decision Number: CT20150001

State: Connecticut

Construction Type: Highway

Counties: Fairfield, Litchfield, Middlesex, New Haven, Tolland and Windham Counties in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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6	06/17/2016
7	07/01/2016

BRCT0001-004 01/04/2016

	Rates	Fringes
BRICKLAYER BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS AND STONE MASONS	$ 33.48	28.76

CARP0024-006 05/02/2016

LITCHFIELD COUNTY
Harwinton, Plymouth, Thomaston, Watertown
MIDDLESEX COUNTY
NEW HAVEN COUNTY
Beacon Falls, Bethany, Branford, Cheshire, East Haven, Guilford, Hamden. Madison, Meriden, Middlebury, Naugatuck, New Haven, North Branford, North Haven, Orange (east of Orange Center Road and north of Route 1, and north of Route 1 and east of the Oyster River), Prospect, Southbury, Wallingford, Waterbury, West Haven, Wolcott, Woodbridge

TOLLAND COUNTY
Andover, Columbia, Coventry, Hebron, Mansfield, Union,
Willington
WINDHAM COUNTY

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....	$ 32.00	24.42
DIVER TENDERS.....	$ 32.00	24.42
DIVERS.....	$ 40.46	24.42
MILLWRIGHTS.....	$ 32.47	24.84

CARP0043-004 05/02/2016

	Rates	Fringes
Carpenters: (TOLLAND COUNTY Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS.....	$ 32.00	24.42
DIVER TENDERS.....	$ 32.00	24.42
DIVERS.....	$ 40.46	24.42
MILLWRIGHT.....	$ 32.47	24.84

CARP0210-002 05/02/2016

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....	$ 32.00	24.42
DIVER TENDERS.....	$ 32.00	24.42
DIVERS.....	$ 40.46	24.42
MILLWRIGHTS.....	$ 32.47	24.84

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stamford, Stratford, Trumbull, Weston, Westport, Wilton;

LITCHFIELD COUNTY

Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook, Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon, Torrington, Warren, Washington, Winchester, Woodbury;

NEW HAVEN COUNTY

Ansonia, Derby, Milford, Orange (west of Orange Center Road and south of Route 1 and west of the Oyster River), Oxford, Seymour;

ELEC0003-002 05/08/2008

	Rates	Fringes
Electricians		

FAIRFIELD COUNTY

Darien, Greenwich, New
Canaan, Stamford.....$ 44.75 30.42

ELEC0035-001 06/01/2016

	Rates	Fringes
Electricians:		
MIDDLESEX COUNTY (Cromwell, Middlefield, Middleton and Portland); TOLLAND COUNTY; WINDHAM COUNTY.....	$ 38.65	3%+24.42

ELEC0090-002 06/01/2016

	Rates	Fringes
Electricians:.....	$ 37.50	3%+25.06

LITCHFIELD COUNTY

Plymouth Township;

MIIDDLESEX COUNTY

Chester, Clinton, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Old Saybrook, Westbrook;

NEW HAVEN COUNTY

All Townships excluding Beacon Falls, Middlebury,Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott.

ELEC0488-002 06/01/2016

	Rates	Fringes
Electricians.....	$ 38.02	3%+23.75

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield, Monroe, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stratford, Trumbull, Weston, Westport and Wilton.

LITCHFIELD COUNTY

Except Plymouth;

NEW HAVEN COUNTY

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott

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ENGI0478-001 04/03/2016

	Rates	Fringes

Power equipment operators:

GROUP 1	$ 38.55	23.55
GROUP 2	$ 38.23	23.55
GROUP 3	$ 37.49	23.55
GROUP 4	$ 37.10	23.55
GROUP 5	$ 36.51	23.55
GROUP 6	$ 36.20	23.55
GROUP 7	$ 35.86	23.55
GROUP 8	$ 35.46	23.55
GROUP 9	$ 35.03	23.55
GROUP 10	$ 32.99	23.55
GROUP 11	$ 32.99	23.55
GROUP 12	$ 32.93	23.55
GROUP 13	$ 33.46	23.55
GROUP 14	$ 32.35	23.55
GROUP 15	$ 32.04	23.55
GROUP 16	$ 31.21	23.55
GROUP 17	$ 30.80	23.55
GROUP 18	$ 30.15	23.55

Hazardous waste premium $3.00 per hour over classified rate.

Crane with boom, including jib, 150 feet - $1.50 extra.
Crane with boom, including jib, 200 feet - $2.50 extra.
Crane with boom, including jib, 250 feet - $5.00 extra.
Crane with boom, including jib, 300 feet - $7.00 extra.
Crane with boom, including jib, 400 feet - $10.00 extra

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra $3.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
3) Cranes(under 100 ton rated capacity)

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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. and over.

GROUP 2: Cranes (100 ton capacity & over), Excavator over 2 cubic yards, piledriver ($3.00 premium when operator controls hammer), Bauer Drill/Caisson

GROUP 3: Excavator, 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 or operation) Rubber

Tire Excavator (drott 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooper).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer,ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator,welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

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* IRON0015-002 06/27/2016

	Rates	Fringes
Ironworkers: (Reinforcing,		

Structural and Precast
Concrete Erection).....$ 35.22 31.99

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LABO0056-003 04/03/2016

	Rates	Fringes
Laborers:		
GROUP 1	$ 28.55	18.90
GROUP 2	$ 28.80	18.90
GROUP 3	$ 29.05	18.90
GROUP 4	$ 29.55	18.90
GROUP 5	$ 30.30	18.90
GROUP 6	$ 30.55	18.90
GROUP 7	$ 16.00	18.90

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason
tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

LABO0056-004 04/03/2016

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers	$ 31.28	18.90
Form Erectors	$ 31.60	18.90
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	$ 31.28	18.90
Laborers Topside, Cage		

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      Tenders, Bellman...........$ 31.17            18.90
      Miners.....................$ 32.22            18.90
     SHIELD DRIVE AND LINER
     PLATE TUNNELS IN FREE AIR:
      Brakemen and Trackmen......$ 31.28            18.90
      Miners, Motormen, Mucking
      Machine Operators,
      Nozzlemen, Grout Men,
      Shaft and Tunnel, Steel
      and Rodmen, Shield and
      Erector, Arm Operator,
      Cable Tenders..............$ 32.22            18.90
     TUNNELS, CAISSON AND
     CYLINDER WORK IN
     COMPRESSED AIR:
      Blaster....................$ 38.53            18.90
      Brakemen, Trackmen,
      Groutman, Laborers,
      Outside Lock Tender,
      Gauge Tenders..............$ 38.34            18.90
      Change House Attendants,
      Powder Watchmen, Top on
      Iron Bolts.................$ 36.41            18.90
      Mucking Machine Operator...$ 39.11            18.90
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a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

PAIN0011-001 06/01/2016

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                                  Rates          Fringes

Painters:
     Blast and Spray.............$ 35.02            20.15
     Brush and Roll..............$ 32.02            20.15
     Tanks, Towers, Swing........$ 34.02            20.15
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PAIN0011-003 06/01/2016

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                                  Rates          Fringes

Painters: (BRIDGE
CONSTRUCTION)
     Brush, Roller, Blasting
     (Sand, Water, etc.) Spray...$ 46.95            20.15
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TEAM0064-001 04/03/2016

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                                  Rates          Fringes

Truck drivers:
     2 Axle Ready Mix............$ 28.93            21.39
     2 Axle......................$ 28.83            21.39
     3 Axle Ready Mix............$ 28.98            21.39
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3 Axle	$ 28.93	21.39
4 Axle Ready Mix	$ 29.08	21.39
4 Axle	$ 29.03	21.39
Heavy Duty Trailer 40 tons and over	$ 29.28	21.39
Heavy Duty Trailer up to 40 tons	$ 29.03	21.39
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids)	$ 29.08	21.39

Hazardous waste removal work receives additional $1.25 per hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: CT160006 01/08/2016 CT6

Superseded General Decision Number: CT20150006

State: Connecticut

Construction Type: Heavy Dredging

Counties: Connecticut Statewide.

CONNECTICUT

ALL DREDGING, EXCEPT SELF-PROPELLED HOPPER DREDGES, ON THE ATLANTIC OCEAN AND TRIBUTARY WATERS EMPTYING INTO THE ATLANTIC OCEAN.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ENGI0025-001 10/01/2014

STATEWIDE

	Rates	Fringes
Dredging:		
CLASS A	$ 35.63	14.77+a+b
CLASS B1	$ 30.81	14.38+a+b
CLASS B2	$ 29.01	14.24+a+b
CLASS C1	$ 28.22	13.43+a+b
CLASS C2	$ 27.30	13.35+a+b
CLASS D	$ 22.68	12.23+a+b

CLASSIFICATIONS:
CLASS A: Lead Dredgeman, Operator, Leverman, Licensed Tug Operator over 1000 HP.
CLASS B1: Derrick Operator, Spider/Spill Barge Operator, Engineer, Electrician, Chief Welder, Chief Mate, Fill Placer, Operator II, Maintenance Engineer, Licensed Boat Operator. CLASS B2: Certified Welder.
CLASS C1: Mate, Drag Barge Operator, Steward, Assistant Fill Placer, Welder.
CLASS C2: Boat Operator
CLASS D: Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor, Oiler.

INCENTIVE PAY: (Add to Hourly Rate)
Operator (NCCCO License/Certification) $1.50 Licensed Tug Operator over 1000 HP (Assigned as Master) (USCG licensed Master of Towing Vessels (MOTV) $1.50; Licensed Boat Operator (Assigned as lead boat captain) USCG licensed boat operator $1.00; Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) $1.50
Oiler (QMED and Tankerman endorsement (USCG) $1.50; All classifications (Tankerman endorsement only) USCG $1.25; Deckhand or Mate (AB with Lifeboatman endorsement (USCG) $1.50; All classifications (lifeboatman endorsement only (USCG) $1.25; Welder (ABS certification) $0.50

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:
a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day
b. VACATION: Eight percent (8%) of the straight time rate, multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT G

(state wages will be inserted here)