

PROJECT MANUAL

FOR

Oxford Little River Nature Preserve and Municipal Center Project COMMUNITY CONNECTIVITY GRANT PROGRAM

January 31, 2024

Prepared for:
Town of Oxford
486 Oxford Road
Oxford, Connecticut
(203) 888-2543

Sidewalk to be maintained by the Town of Oxford. The State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction (Form 818) with supplemental specifications dated July 2023 shall govern this project.

Prepared by:



15 Research Drive, Suite 3
Woodbridge, Connecticut 06525
Phone: (203) 881-8145
www.bbengrs.com

Job No. 799

**Oxford Little River Nature Preserve and Municipal Center
Town of Oxford
486 Oxford Road
Oxford, Connecticut**

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Note: This Table of Contents has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this Table of Contents shall not be considered part of the contract.

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TOWN OF OXFORD
OXFORD, CONNECTICUT

Oxford Little River Nature Preserve and Municipal Center

ADVERTISEMENT FOR BIDS

Sealed Bids for the Oxford Little River Nature Preserve and Municipal Center will be received physically until **Thursday, March 7, 2024 at 2:00 p.m.** local time at which they will be publicly opened and read. Sealed hard copies of the bids shall be delivered to the First Selectman's office at the Town of Oxford Town Hall building located at 486 Oxford Road, Oxford, Connecticut 06478. **Physical copies must be received no later than March 7, 2024 at 2:00 p.m. to be considered for the Bid.**

The project consists of 10 ft wide asphalt multi-use trail and nature trail and patio along Oxford Road (Route 67) in the Town of Oxford. The project includes landscaping, bollards, striping, drainage improvements and pedestrian facilities including decorative lighting and benches. On the south side of Oxford Road (Route 67) there will be a connection to an existing nature preserve stone dust walking path and a new paver patio. The proposed asphalt sidewalk will start at the town hall and will continue south for 1,200 LF where it will terminate after the Oxford Center Municipal Annex Building.

Bidding and Contract Documents may be viewed and downloaded on the Town's website, oxford-ct.gov

Partial sets of Bidding and Contract Documents will not be available. The Town of Oxford will not be responsible for full or partial sets of Contract Documents, including any addenda, obtained from other sources.

The project is funded by the Community Connectivity Grant Program (CCGP) from the State of Connecticut, which was administered by the Connecticut Department of Transportation. The State Project number is 0170-3513GR.

The contractor who is selected to perform this State funded project must comply with Sections 4a-60 and 4a-60a of the Connecticut General Statutes and An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=180

Contractor must coordinate directly with CHRO.

PRE-BID MEETING

A non-mandatory Pre-Bid meeting of bidders will be held in regards to this project. This meeting will take place on **Wednesday, February 14, 2024 at 2:00 p.m.** local time in Room #1 at the Oxford Town Hall, 486 Oxford Road, Oxford, Connecticut 06478

BID SECURITY

Bid security in the amount of five (5) percent of the bid must accompany each bid in accordance with the Instructions to Bidders. The successful bidder must furnish a Performance Bond and Payment Bond in the amount of 100% of the Project bid cost.

QUALIFICATIONS OF BIDDERS

Bidders will be required to furnish information regarding their qualifications to perform the work as set forth in the Instructions to Bidders.

The attention of bidders is called to the requirements of non-discrimination in employment practices, conditions of employment, and prevailing wage rates to be paid. The Town of Oxford will not knowingly conduct business with providers of goods or services that are known to discriminate. The Town of Oxford encourages responses to its purchasing needs from Women-owned and Minority-owned enterprises. The Town of Oxford is an Equal Opportunity Employer.

No Bidder may withdraw his Bid within ninety (90) calendar days after the date set for the receipt thereof. In the event that the Town of Oxford requires more than ninety (90) calendar days after the actual date of the receipt of Bids and the selected, qualified Bidder does not grant an extension of time, the Town reserves the right to award the Contract to another qualified Bidder who does grant an extension of time to award.

Bidders are required to personally inspect the job site area to ascertain information on site conditions.

Bidder is required to self-perform a minimum of 50% of the total contract value.

Contract commencement and completion time will be in accordance with Article 3 of the Agreement, located within the project manual.

RIGHT TO REJECT BID

The right is reserved to reject any or all bids, in whole or in part, to award any items, group of items or total bid, and to waive any informality or technical defects, if it is deemed to be in the best interest of the Town of Oxford.

The Town reserves the right to reject any or all bids pursuant to Section 16 of Connecticut Special Act No. 77-98, as amended.

George R. Temple
First Selectman
Town of Oxford, CT
Date: January 31, 2024

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions.

Certain additional terms used in the Bidding Documents have the meanings indicated below which are applicable to both the singular and plural thereof:

- 1.1. *Bidder*—one who submits a Bid to Owner as distinct from a sub-bidder, who submits a Bid to a Bidder.
- 1.2. *Apparent Low Bidder*—that Bidder whose Bid as offered in the Bid Form represents the lowest total.
- 1.3. *Engineer* – Individual or entity named as such in the Agreement.
- 1.4. *Owner* – the Town of Oxford.
- 1.5. *Successful Bidder*—lowest, responsible and responsive qualified Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. BIDDING DOCUMENTS

- 2.1. Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- 2.2. Bidding Documents made available on the above terms are only for the purpose of obtaining Bids for the Work and shall not be used for any other purpose.

3. QUALIFICATIONS OF BIDDERS

- 3.1. Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed.
- 3.2. To demonstrate qualifications to perform the Work, Bidder shall submit, within 5 days of Owner's request, written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below.
- 3.3. Each Bid must contain evidence of Bidder's qualification to do business in Connecticut or covenant to obtain such qualification prior to contract award.
- 3.4. Nothing indicated herein will prejudice Owner's right to seek additional pertinent information as is provided in Article 22 BASIS OF AWARD; AWARD OF CONTRACT.
- 3.5. Bidders shall have experience with similar construction projects, including excavation, trenching, storm drainage and utility installation, roadway and parking lot installations, and landscaping.
- 3.6. Bidders are advised that Section 12-430(7) of the Connecticut General Statutes, as amended, puts certain responsibilities on parties that enter into agreements with

non-resident contractors. Any bidder which is a “non-resident contractor” as the term is defined in section 12-430(7) of the Connecticut General Statutes shall be required to file a bond with the Connecticut Department of Revenue Services to ensure compliance with the Act.

- 3.7. All Contracts that exceed \$100,000 for construction, renovations or repairs must follow Section 31-53b of the Connecticut General Statutes, as amended, “Construction Safety Training”.

4. PREBID MEETING

- 4.1. A non-mandatory Pre-Bid meeting, for Bidders only, will be held at 2:00 p.m. on Wednesday, February 14, 2024. The Bidders will meet in Room #1 at the Oxford Town Hall, 486 Oxford Road, Oxford, Connecticut 06478.

5. LICENSE REQUIREMENTS

- 5.1. Contractors and Subcontractors, in order to perform public work in the State of Connecticut, are required to hold prior to award of contract State of Connecticut Contractor's Licenses of the class required to perform the specified Work.

6. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 6.1. It is each Bidder's responsibility, before submitting a Bid, to:
 - 6.1.1. Examine thoroughly the Bidding Documents and other related data identified in the Bidding Documents.
 - 6.1.2. Inspect the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
 - 6.1.3. Consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.
 - 6.1.4. Study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data.
 - 6.1.5. Promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies, which Bidder has discovered in or between the Bidding Documents and such other related documents.
- 6.2. Reference is made to the Supplementary Conditions for identification of:
 - 6.2.1. Those reports, if any, of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Bidding Documents.
 - 6.2.2. Those drawings, if any, of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Bidding Documents.
- 6.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in paragraphs 4.02 through 4.04 of the General Conditions.

- 6.4. Before submitting a Bid, each Bidder will be responsible to make or obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise and which may affect cost, progress, performance, or furnishings of the Work and which Bidder deems necessary to determine its Bid.
- 6.5. Reference is made to the General Requirements for identification of the general nature of work that is to be performed at the site by Owner or others and that relates to Work for which a Bid is to be submitted. On request, Owner will provide to each Bidder, for examination, access to or copies of contract documents (other than portions thereof related to price) for such work by others.
- 6.6. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder; and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work and for preparing the Bid.

7. AVAILABILITY OF LANDS FOR WORK

- 7.1. The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated into the Work are to be obtained and paid for by the Contractor.

8. INTERPRETATIONS AND ADDENDA

- 8.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer and are to be received no later than **Thursday February 29, 2024**. Requests or questions can be addressed to B&B Engineering, 15 Research Drive, Woodbridge, CT 06525 or emailed to contact@bbengrs.com. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the office issuing documents as having received the Bidding Documents. Questions received after **Thursday February 29, 2024** may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 8.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.
- 8.3. The Bidder must acknowledge receipt of each Addendum, if any, in the space provided on the Bid Form.

9. BID SECURITY

- 9.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Total Bid in the form of a certified or cashier check or a

Bid Bond on form attached, issued by a surety meeting the requirements of paragraph 5.01 of the General Conditions.

- 9.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required Performance and Payment Bond(s), certificates of insurance, and met the other conditions of the Bidding Documents. If the Successful Bidder fails to sign and deliver the Agreement and furnish the required Bond(s) and certificates of insurance within the time period specified in Article 23 EXECUTION OF AGREEMENT, Owner may annul the award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the 10th day after the execution of the Agreement by the Successful Bidder or the rejection of all Bids by the Owner. Bid security submitted with Bids which are not competitive will be returned within 10 days after the Bid opening.

10. CONTRACT TIMES

- 10.1. Contract Times are set forth in the Agreement.

11. LIQUIDATED DAMAGES

- 11.1. Provisions for liquidated damages are set forth in the Agreement.

12. SUBSTITUTE AND “OR-EQUAL” ITEMS

- 12.1. The contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application and consideration by Engineer is set forth in paragraph 6.05 of the General Conditions and may be supplemented in Division 1, GENERAL REQUIREMENTS.

13. SUPPLIERS, SUBCONTRACTORS, AND OTHERS

- 13.1. If Successful Bidder declines to make a substitution of Subcontractor, Supplier, person, or organization acceptable to Owner, as required by paragraph 6.06.B of the General Conditions, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06.B of the General Conditions.

14. NONDISCRIMINATION IN EMPLOYMENT

- 14.1. Bidder's attention is directed to the provisions of Connecticut General Statutes Section 4a-60, on nondiscrimination clauses, as set forth in paragraph 6.09.D of the Supplementary Conditions.

- 14.2. Non-Discrimination Policy: The Town of Oxford reserves the right to require the Apparent Low Bidder to provide documentation of a corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such bidder setting for the following non-discrimination policy in accordance with Sections 4a-60(a) and 4a-60a(a) of the Connecticut General Statutes.

14.2.1 Contractor agrees and warrants that (1) in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on any of the grounds set forth below, and (2) agrees to take affirmative action to insure that applications with job-related qualifications are employed and that employees are treated when employed without regard to the following: race, color, religious creed, age marital status (including civil union status), national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

- 14.3. The Town will not knowingly do business with providers of goods or services that are known to discriminate.

- 14.4 The Town encourages responses to its purchasing needs from women-owned and minority-owned businesses.

- 14.5 The Non-Discrimination Certification Form is located at the end of this section.

15. WAGE RATES

- 15.1. The Successful Bidder will be required to comply with State of Connecticut General Statute 31-53 relating to prevailing wages.
- 15.2. The Work under these Bidding Documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the State Commissioner of Labor are applicable unless the total Bid is less than \$400,000 for new construction or \$100,000 for remodeling, refinishing, etc. projects.

16. BID FORM

- 16.1. The Bid Form and other attachments are included with the Bidding Documents. No substitution of forms will be allowed.
- 16.2. All blanks on the Bid Form must be completed by typing or printing with black or blue ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms.
- 16.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown above the signature.
- 16.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear on the line below the signature.
- 16.5. All names must be typed or printed on the line with the signature.

- 16.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 16.7. The address and telephone number for communications regarding the Bid must be shown.

17. ALTERNATES

- 17.1. Alternates, if any, requiring pricing in the Bid Form are delineated in the Bid Form.
- 17.2. Include cost of all related work, including modifying surrounding work to integrate the Work of each alternate.
- 17.3. Alternates listed on Bid Form will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Agreement.

18. SUBMISSION OF BIDS

- 18.1. Bid Form and attachments may be photocopied for submission of Bids. It is not necessary to submit the entire Project Manual with the Bid.
- 18.2. Submit Bids not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bids.
- 18.3. Bids shall be enclosed in an opaque sealed envelope plainly marked on the outside with the name of Bidder, its address, its license or registration number if applicable, and labeled with the following:

Town of Oxford
Bid: Oxford Little River Nature Preserve & Municipal Center Project
486 Oxford Road
Oxford, Connecticut 06478
Attention: George R. Temple, First Selectman

Bids shall be accompanied by the Bid security and other required documents.

- 18.4. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids shall be mailed to:

Town of Oxford
Bid: Oxford Little River Nature Preserve & Municipal Center Project
486 Oxford Road
Oxford, Connecticut 06478
Attention: George R. Temple, First Selectman

- 18.5. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed below.
- 18.6. Bidders shall complete and submit the following attachments with its Bid:

Bid Form
Bid Security
Bidder's Qualification Statement
Bidder's Affidavit
Non-Collusive Bidding Certification

Non-Discrimination Certificate

Certification of Bidder regarding Equal Opportunity

Certified Copy of Resolution of Board of Directors (if applicable)

CHRO Bidder Contract Compliance Monitoring Report

- 18.7. Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for Work contemplated, all Bids in which such Bidder is interested will be rejected.

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 19.2. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further consideration on the Work to be provided under the Contract Documents.

20. OPENING OF BIDS

- 20.1. Bids will be opened and (unless obviously nonresponsive) read aloud publicly. A summary of the amounts of the Base Bids and major alternates (if any) will be made available to Bidders within 7 days after the date of Bid opening.

21. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 21.1. All Bids will remain subject to acceptance for 30 days after the date of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

22. BASIS OF AWARD; AWARD OF CONTRACT

- 22.1. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within 30 days after the day of the Bid opening.
- 22.2. Owner reserves its right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies in the quantity multiplied by unit price and the extended total amount will be resolved in favor of the quantity multiplied by unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. The Owner reserves the right to correct obvious errors in the multiplication of unit price items or in the placement of the extended unit price.
- 22.3. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit

prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner shall have the right to accept alternates in any order or combination unless otherwise provided in the Bidding Documents.

- 22.4. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.
- 22.5. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity was required. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.
- 22.6. Owner may conduct such investigations as Owner deems necessary to assist in Bid evaluation and to establish responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to execute Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.
- 22.7. If, at the time this contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interests.
- 22.8. If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.
- 22.9. In the event of failure of the Successful Bidder to sign the Agreement and provide an acceptable Performance and Payment Bond(s), insurance certificate(s), and other required documents, the Owner may award the contract to the next lowest responsive, responsible Bidder.
- 22.10. The award of the attached bid will be made to one vendor
- 22.11. All bid protests must be in writing and mailed to the Town of Oxford within ten (10) days from the bid award notification date.

23. EXECUTION OF AGREEMENT

- 23.1. When Owner gives a Notice of Award to Successful Bidder, the Successful Bidder must submit the required bonds and insurance within ten days of the Notice of Award.

24. RETAINAGE

- 24.1. Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

25. OUT-OF-STATE BIDDERS

- 25.1. The Successful Bidder, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, shall appoint an approved person having permanent local residence as its or their attorney, upon whom all lawful

processes, proceedings or notices may be served. The Bidder, if a corporation not organized under the laws of Connecticut, shall comply with the provisions of the General Statutes of Connecticut regarding "Foreign Corporations" before engaging in performance of any construction activity under the Contract Documents.

- 25.2. The successful out-of-state bidder shall comply with the requirements of Section 6.09H of the Supplementary General Conditions.

END OF SECTION

NON-DISCRIMINATION CERTIFICATION

NONDISCRIMINATION CERTIFICATION

(Effective April 14, 2008)

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability, or sexual orientation.)

I, _____, _____ of
 _____, an entity lawfully organized and existing
 _____, do hereby certify that the
 _____, do hereby certify that the
 _____, day of _____, 20____
 by the governing body of _____, in accordance with all of its
 _____, and
 _____, and
 further certify that such resolution has not been modified, rescinded or revoked, and is, at present,
 in full force and effect.

RESOLVED: That _____ hereby adopts as its policy
Name of Entity
to support the nondiscrimination agreements and warranties required under Connecticut
General Statutes § 4a-60-(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut
Public Act 07-245 and § 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this _____ day of _____, 20__.

Signature

Bidder's Printed Name

Bidder's Company Name

BID FORM
Oxford Little River Nature Preserve and Municipal Center Project
Oxford, Connecticut

(Note: All prices must be clearly written in ink or typed, in words as well as figures, for the entire bid.)

Item No.	Brief Description	Estimated Quantity	Unit Price in Figures	Total in Figures	Total In Words
0201001A	Clearing and Grubbing	1 L.S.			
0202000	Earth Excavation	360 C.Y.			
0202100	Rock Excavation	10 C.Y.			
0202351	Unsuitable Material Excavation	184 C.Y.			
0207000	Borrow	100 C.Y.			
0209001	Formation of Subgrade	1,100 S.Y.			

0212000	Subbase	184 C.Y.			
0211000	Anti-Tracking Pad	50 C.Y.			
0219003	Sedimentation Control Filter Fabric Fence System	780 L.F.			
0219011A	Sedimentation Control at Catch basin	11 E.A.			
0304002	Processed Aggregate Base	265 C.Y.			
0586040.10	Type 'C-L' Catch Basin- 0'-10' Deep	2 E.A.			
0686000.15	15" R.C. Pipe; 0'-10' Deep	5 L.F.			
0686700.15	15" Reinforced Concrete Drainage Pipe End	1 E.A.			

0703012	Modified Rip-Rap	10 C.Y.			
0815001	Bituminous Concrete Lip Curbing	1,125 LF			
0913068	Temporary 6' Chain Link Fence	240 LF			
0901005A	Bollard	435 Each			
0922501	Bituminous Concrete Driveway	266 S.Y.			
0921005	Concrete Sidewalk Ramp	2341 S.F.			
0921039	Detectable Warning Strip	194 S.F.			
0922001A	Bituminous Concrete Sidewalk	4,784 TON			

0944000	Furnishing and Placing Topsoil	0 S.Y.			
0940019A	Turf Establishment - Lawn	0 S.Y.			
0971001A	Maintenance and Protection of Traffic	1 L.S.			
0975003	Mobilization	1 L.S.			
0977001	Traffic Cone	30 E.A.			
0970006	Traffic person (Municipal Police Officer)	30,000 Allow			
0978002	Traffic Drum	15 E.A.			
1206023A	Removal and Relocation of Existing Signs	1 L.S.			

1210105	Epoxy Resin Pavement Markings, Symbols and Legends	86 S.F.			
1220027A	Construction Signs	0 SF			
			Base Bid Total in Figures		Base Bid Total in Words

BID ALTERNATES

Bid Alternate #1: Decorative Lighting					
1002110A	Decorative Light Pole Foundation	16 Each			
1003585A	Decorative Light Pole with Single Luminaire	16 Each			
1002015	Rock in Foundation Excavation	1 C.Y.			
10200001A	Pedestal Service	1 Each			
1001001A	Electrical Conduit (1 1/2")	1545 L.F.			

1001001	Trenching and Backfilling	1545 L.F.			
1001004	Rock in Trench Excavation (0'-4' Deep)	17 C.Y.			

		Bid Alternate 1 Total in Figures		Bid Alternate 1 Total in Words	
--	--	----------------------------------	--	--------------------------------	--

Bid Alternate #2: Nature Preserve Area					
--	--	--	--	--	--

0202000	Earth Excavation	60 C.Y.			
0212000	Subbase	237 C.Y.			
0202351	Unsuitable Material Excavation	237 C.Y.			
0921022A	Stone dust Trail Surface	2,345 SF			
0303060A	Paver Patio	600 S.F.			

0304002	Processed Aggregate Base	40 C.Y.			
0219003	Sedimentation Control Filter Fabric Fence System	320 L.F.			

		Bid Alternate 2 Total in Figures		Bid Alternate 2 Total in Words	
--	--	----------------------------------	--	--------------------------------	--

Bid Alternate #3: Fire House Driveway

0922501	Bituminous Concrete Driveway	435 S.Y.			
---------	------------------------------	----------	--	--	--

		Bid Alternate 3 Total in Figures		Bid Alternate 3 Total in Words	
--	--	----------------------------------	--	--------------------------------	--

Bid Alternate #4: Landscaping & Decoration

0992090A	Park Bench with Concrete Slab	3 Each			
0949358	Prunus Serrulate Kwanzan-Kwanzan Cherry 2"-2 1/2" CAL. B.B.	2 E.A.			
1001001A	Electrical Conduit (1" electrical)	1 LF			

1209005	Pavement markings 4" white	1656 LF			
			Bid Alternate 4 Total in Figures		Bid Alternate 4 Total in Words
			Total of Base Bid and All Alternates in Figures		Total of Base Bid and All Alternates in Words

Note: All quantities are indeterminate, quantity assumed for comparison of bids. It is understood that the various unit prices bid will control in any contract which may be awarded arising from this Bid; that the estimated quantities above are approximate only and used only for the comparison of bids, that the products obtained by multiplication of the above unit prices by estimated quantities, and the total thereof, have been inserted only for the convenience of the Bidder and to facilitate consideration of this and other Bids. It is understood that in the instance of discrepancy where both words and the numerals are provided, the words shall govern. If in the case of discrepancy of unit price listed multiplied by quantity, the total price listed shall govern. The Owner reserves the right to delete any Item of Work. Bidder agrees that the Work will be substantially completed and completed on or before the dates or within the number of days indicated in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to substantially complete the Work on time.

SECTION 00 41 53

BID FORM

NOTE TO BIDDER: Use typewriter or blue/black ink for completing this Bid Form.

To: **Town of Oxford**
George R Temple, First Selectman

Address: **486 Oxford Road, Oxford, CT 06478**

Project Identification: **Oxford Little River Nature Preserve and Municipal Center Project**

1. BIDDER'S DECLARATION AND UNDERSTANDING

- 1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- 1.2. In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Agreement Form.
- 1.3. In submitting this Bid, Bidder certifies Bidder is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

2. CONTRACT EXECUTION AND BONDS

- 2.1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.
- 2.2. Bidder accepts the terms and conditions of the Bidding Documents.

3. INSURANCE

- 3.1. Bidder further agrees that the bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

4. CONTRACT TIMES

- 4.1. Bidder agrees to accept Contract Times set forth in the Agreement Form.

5. LIQUIDATED DAMAGES

5.1. Bidder accepts the provisions in the Agreement Form as to liquidated damages.

6. ADDENDA

6.1. Bidder hereby acknowledges that it has received Addenda

Nos. _____, _____, _____, _____,

(Bidder shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the Bidding Documents, and Bidder further agrees that this Bid includes impacts resulting from said Addenda.

7. SALES AND USE TAXES

7.1. Bidder is advised that, in accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Owner are not subject to the Connecticut Sales and Use Tax. Accordingly, such tax shall not be included in the Bid.

7.2. Bidder is advised that provisions of House Bill No. 5021, Public Act No. 78-322, State of Connecticut, mandate an exemption from tax in the purchase of motor fuel for the purpose of performing contractual services for a political subdivision of the State. Accordingly, such tax shall not be included in the Bid.

7.3. Each Bidder shall thoroughly familiarize himself/herself with all laws, ordinances, regulations and rules requiring the payment of taxes, and each Bidder and the Contractor are responsible for checking with the State of Connecticut on items that may or may not be exempt and the steps which should be taken to obtain such exemption.

7.4. Each Bidder shall consult with its own counsel with respect to the applicability of all taxes.

7.5. An appropriate exemption certificate will be furnished to the Contractor following award of contract, upon request.

8. SURETY

- 8.1. If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bond(s) shall be:

_____ whose address is

Street City State Zip

9. LICENSE.

- 9.1. Class ____, Connecticut Contractor License No.: _____.

10. CONDITIONS

- 10.1. The following documents are attached to and made a condition of this Bid.
- 10.1.1. Bid security in the amount of _____ dollars (\$_____), consisting of a bid bond or certified check in the amount of five percent of the total amount of bid
 - 10.1.2. Certified Copy of Resolution of Board of Directors (if corporation)
 - 10.1.3. Bidder's Qualification Statement
 - 10.1.4. Bidder's Affidavit
 - 10.1.5. Non-collusive Bidding Certification
 - 10.1.6. Non-Discrimination Certificate
 - 10.1.7. Certification of Bidder regarding Equal Opportunity
 - 10.1.8. CHRO Bidder Contract Compliance Monitoring Report

11. BIDDER

An Individual

By _____
(Individual's name and signature)

(Email address of individual)

(Website address of individual)

A Partnership

By _____

(Partnership name)

(Name and signature of general partner)

(Title)

(Email address of general partner)

(Website address of partnership)

A Corporation

By _____
(Corporation name)

(State of incorporation)

By _____
(Name and signature of person authorized to sign)

(Title)

(Email address of signatory)

(Website address of corporation)

(Corporate Seal)

A Joint Venture

By _____
(Business name)

(Name and signature of person authorized to sign)

By _____
(Business name)

(Name and signature of person authorized to sign)

(Email address of signatory)

(Website address of venture)

(Each joint venturer must sign. The manner of signing each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Name, Phone Number, Address, Fax Number and Email Address for receipt of official communications and for additional information on this Bid:

SUBMITTED ON _____, 20__.

END OF SECTION 00 41 53

SECTION 00 45 00
BIDDER'S AFFIDAVIT

State of _____)

) ss:

County of _____)

_____ being duly sworn, deposes and says that he/she is the _____
(Title)

of the _____ who signed
(Name of Bidder)

the Bid Form, that he/she was duly authorized to sign and that the bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the bid are true to the best of his/her knowledge and belief.

Subscribed and Sworn to before me this _____ day of _____, 20__.

(SEAL)

Notary Public

My Commission expires

END OF SECTION

SECTION 00 45 13

BIDDER'S QUALIFICATION STATEMENT

(Completion of this Statement is required in advance of consideration for Award of Contract.)

SUBMITTED TO:

Town of Oxford
486 Oxford Road
Oxford, Connecticut 06478

SUBMITTED FOR:

Oxford Little River Nature Preserve and Municipal Center Project

SUBMITTED BY:

Name: _____
(Print or Type Name of Bidder)

(/A Corporation/A Partnership/An Individual/ A Joint Venture/
[Bidder to strike out inapplicable terms.])

Address: _____

Gentlemen: _____

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach Separate Sheets as Required)

- 1.0 How many years has your organization been in business as a general contractor?

- 2.0 How many years has your organization been in business under its present name?

- 3.0 As defined by Public Act 03-147, is your organization a 'Non Resident Contractor'?

- 4.0 If a corporation, answer the following:
 - 3.1 Date of incorporation: _____
 - 3.2 State of incorporation: _____
 - 3.3 President's name: _____
 - 3.4 Vice-president's name(s): _____
 - 3.5 Secretary's or Clerk's name: _____
 - 3.6 Treasurer's name: _____

5.0 If individual or partnership, answer the following:

5.1 Date of organization: _____

5.2 Name and address of all partners. (State whether general or limited partnership.):

6.0 If other than corporation or partnership, describe organization and name principals:

7.0 We normally perform _____ percent of the work with our own forces.
List work normally subcontracted:

8.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf; has your bid surety ever been forfeited? If the answer to any portion of this question is "yes", please furnish the details of all such occurrences.

9.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond?: If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

10.0 List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date:

- 11.0 List names of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years.
- 12.0 List the name, address and telephone number of a reference for each project listed under Items 10.0 and 11.0, above.
- 13.0 List the construction experience of the principal individuals of your organization:
- 14.0 List the states and categories of construction in which your organization is legally qualified to do business:
- 15.0 List the name, address and telephone number of an individual who represents the following and whom the Owner may contact for a financial reference:
- 15.1 A surety:
- 15.2 A bank:
- 15.3 A major material supplier:
- 16.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth.
- 16.1 Date of financial statement: _____
- 16.2 Name of firm preparing statement: _____

17.0 Has any officer or partner in your organization, or your organization as a whole, or any of your proposed subcontractor's organization, received a citation and/or been fined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA) during the past ten years? If so, provide pertinent details on a separate sheet regarding the date of the citation or fine, the type of citation, amount of fine assessed, amount of fine actually paid, and the extent of personal injuries, if any, received by organization personnel.

18.0 Dated at _____, this _____ day of _____, 20_____.

(Print or Type Name of Bidder)

By _____

(Title)

(Seal, if corporation)

------(Affidavit for Individual)-----

_____ being duly sworn, deposes and says that:
a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Partnership)-----

_____ being duly sworn, deposes and says that:
a) he/she is a member of the partnership of _____: b) he/she is familiar with the books of said partnership showing its financial condition; c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Corporation)-----

_____ being duly sworn, deposes and says that:

a) he/she is _____ of _____;
(Full Name of Corporation)

b) he/she is familiar with the books of said corporation showing its financial condition; c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

------(Acknowledgment)-----

_____ being duly sworn, deposes and says that:

he/she is _____ of _____;
(Name of Bidder)

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself; () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20____, in the
county of _____, State of _____.

(Notary Public)

My commission expires _____

(Seal)

END OF SECTION

SECTION 00 45 19

NONCOLLUSIVE BIDDING CERTIFICATION

State of _____

County of _____

I, _____ of the City of
(Name of Individual Signing Bid Form)

_____, in the County of _____ and

the State of _____, of full age, being duly sworn according

to the law on my oath depose and say that:

I am _____ a, _____
(Name) (Title, Position, etc.)

of the firm of _____,

the Bidder making the Bid for Little River Nature Preserve and Municipal Center Project, and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Seymour relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

(Signature of Bidder)

(Printed or Typed Name of Bidder)

(Title)

Subscribed and Sworn to before me this _____ day
of _____, 20__.

(SEAL)

Notary Public

My Commission expires

END OF SECTION

SECTION 00 45 33

NON DISCRIMINATION LAWS/EXECUTIVE ORDERS

PART 1 GENERAL

All contractors are required to adhere to the Civil Rights Laws and the Executive Order listed below.

Title VI of the Civil Rights Act of 1964, 42 USC 2000D and Section 109 of the Title I of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101

No persons shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Executive Order 11246

The contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

END OF SECTION

SECTION 00 45 36
EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246, as amended)

PART 1 GENERAL

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to" the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers representative of the Contractors' commitments under Section 202 of Executive Order No.11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No.11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order No.11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts (or federally assisted construction contracts) in accordance with procedures authorized in Executive order No.11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order No.11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, That in the event the Contractor becomes involved in., or is threatened with, litigation

with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

BIDDER CERTIFICATION REQUIRED BY EXECUTIVE ORDER 11246

U.S. Department of Housing and Urban Development	
1. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
1.1. INSTRUCTIONS	
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p>	
1.2. CERTIFICATION BY BIDDER	
Name and Address of Bidder (include zip code):	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause <input type="checkbox"/> YES <input type="checkbox"/> NO	
2. Compliance Reports were required to be filed in connection with such contract or subcontract. <input type="checkbox"/> YES <input type="checkbox"/> NO	
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name and Title of Signer (please type)	
Signature	Date

III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- a. A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- b. The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- a. A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- b. Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- a. Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- b. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the

provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE-The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Contractor: _____

Signature: _____

Title: _____

Date: _____

END OF SECTION

SECTION 00 45 43

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

(Name of Corporation)

"RESOLVED that _____, _____
(Person Authorized to Sign) (Title)

of _____ be authorized to sign and submit the
(Name of Corporation)

Bid of this corporation for the following project:

Oxford Little River Nature Preserve and Municipal Center Project

the foregoing is a true and correct copy of the resolution adopted by

_____ at a meeting of its Board
(Name of Corporation)

of Directors held on the _____ day of _____, 20__.

By _____

Title _____

(SEAL)

This form must be completed if the Bidder is a corporation.

END OF SECTION

SECTION 00 45 70

CHRO CONTRACT COMPLIANCE REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Commission on Human Rights and Opportunities Contract Compliance regulations. Such document is attached hereto and is hereby incorporated into this Project Manual.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 1 6 Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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SECTION 00 52 13

AGREEMENT

THIS AGREEMENT is between THE TOWN OF OXFORD_____

(hereinafter called Owner) and _____

_____ (hereinafter called Contractor)

on this _____ day of _____, 20_____,

for a contract in the amount of _____.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

- 1.1. Contractor shall complete Work entitled "Oxford Little River Nature Preserve and Municipal Center" as specified or indicated in the Contract Documents.

2. ENGINEER

- 2.1. B&B Engineering, LLC is hereinafter called Engineer and is to act as Owner's representative, and assume duties, responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIMES, LIQUIDATED DAMAGES, AND SPECIAL DAMAGES

3.1. Contract Times:

The Work shall be substantially completed within 120 calendar days after the commencement of contract times under Article 2.03 of the General Conditions. The Work shall be completed and ready for final payment in accordance with Article 14.07 of the General Conditions within 240 calendar days after the commencement of contract times.

Work shall be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions.

3.2. Liquidated Damages for Failure to Achieve Substantial Completion:

- 3.2.1. Owner and Contractor recognize that time is of the essence as to Substantial Completion and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding

the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, if the Contractor shall neglect, fail or refuse to complete the Work within the time specified for Substantial Completion, or any proper extension granted by the Owner, then the Contractor agrees, as partial consideration for the awarding of this contract, to pay to the Owner the sum of two thousand one hundred dollars (\$2,100) for each and every calendar day that the Contractor is in default in completing the Work within the time stipulated in Article 3.1 above, for Substantial Completion.

The amount is fixed and agreed upon by and between the Contractor and the Owner, not as a penalty, but because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and the amount is agreed to be reasonable in proportion to the amount of damages that the Owner would presumably sustain. The Owner shall have the right to deduct the amount of any such liquidated damages from any periodic payments due to the Contractor under this contract.

3.3. Additional Damages for Failure to Achieve Final Completion:

- 3.3.1. Owner and Contractor recognize that, even after Substantial Completion has been achieved, any delay in achieving final completion beyond the time specified in Article 3.1 above, may cause the Owner further damage. Accordingly, after Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time, Contractor shall pay Owner the actual costs reasonably incurred by the Owner for each day that expires after the time specified in Article 3.1 for the Work to be completed and made ready for final payment (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions) until the Work is completed and ready for final payment. The Owner shall have the right to deduct the amount of any such accruing costs from any monies due the Contractor under this Contract.

4. CONTRACT PRICE

- 4.1. Owner shall pay Contractor for completion of the Work and in accordance with the Contractor's Bid, which is included as an Exhibit to this Agreement.

5. PAYMENT PROCEDURES

- 5.1. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.
- 5.2. Progress Payments
- 5.2.1. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as approved by Owner's Project Representative.
- 5.2.2. Contractor's Applications for Payment will be due on or about the last day of the month. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions, or in the event there is no schedule of values, as provided elsewhere in the Contract. A progress payment will

not be made whenever the value of the Work completed since the last previous progress payment is less than \$10,000.00.

- 5.2.2.1. Each month the Contractor shall furnish an affidavit stating that all previous partial payments received have been applied to discharge in full all of the Contractor's obligations reflected in prior estimates.
- 5.2.2.2. Prior to Substantial Completion, progress payments will be in the amount of 95 percent of the labor, materials and equipment incorporated into the Work, and of the materials and equipment not incorporated into the Work but suitably stored, less the aggregate of payments previously made.
- 5.2.2.3. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Contract Price less such amounts as Owner's Project Representative shall determine in accordance with Paragraph 14.04.A of the General Conditions.
- 5.2.2.4. Upon Final Completion and acceptance of the Work, Owner will retain two percent of the total project for a period of eighteen (18) months.
- 5.2.2.5. Upon completion of the Guarantee Period, Owner shall pay an amount sufficient to increase total payment to Contractor to 100 percent of the Contract Price.

6. RETAINAGE

- 6.1. Prior to Substantial Completion, Owner shall retain from progress payments 5 percent of the value of Work completed. Owner shall retain 5 percent of the value of stored materials and equipment. Upon achieving Substantial Completion but prior to completion of the Guarantee Period, Owner will retain 2 percent of the total value of Work completed. Upon achieving Final Completion, the Owner will retain 2 percent of the total value of the Work for a period of eighteen (18) months. Contractor shall receive 100 percent of retainage at the end of the eighteen (18) month Guarantee Period, unless the Contractor's lack of performance during the Guarantee Period, as determined by the Owner, necessitates the use of the retainage for corrective work.

7. CONTRACTOR'S REPRESENTATIONS

- 7.1. In order to induce Owner to enter into this Agreement, Contractor's representations are set forth as follows:
 - 7.1.1. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by Owner or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
 - 7.1.2. Contractor has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions which are

identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph 4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents.

- 7.1.3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, studies, and reports (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as Contractor deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
- 7.1.4. Contractor has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by paragraph 4.04 of the General Conditions.
- 7.1.5. Contractor has correlated information known to Contractor and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.
- 7.1.6. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

8. CONTRACT DOCUMENTS

- 8.1. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning Work are defined in paragraph 1.01.A.12 of the General Conditions.
- 8.2. Except for the Notice to Proceed, Drawings and Addenda, these Contract Documents are also listed in the Table of Contents and are bound in the volume, identified as Contract Documents for the Oxford Little River Nature Preserve and Municipal Center Project, Town of Oxford.
- 8.3. Drawings consist of the plan set bearing the following general title: "Oxford Little River Nature Preserve and Municipal Center Project".
- 8.4. Addenda issued during the bid period.
- 8.5. Exhibits to this Agreement include:

- 8.5.1. Contract Bid Form signed by Contractor
- 8.5.2. Executed Performance and Payment Bonds
- 8.5.3. Documents submitted by Contractor prior to execution of Agreement

9. MISCELLANEOUS

- 9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 9.3. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its agents, employees and consultants from and against any and all claims, damages, losses and expenses of any kind including, but not limited to, settlements, judgments, penalties, fines, awards, attorney's fees and costs arising in any way, directly or indirectly, out of or resulting from the performance of the Work by Contractor, its agents, servants and/or employees or arising out of the performance of the Work by any subcontractor retained or employed by Contractor. Contractor shall not be responsible to indemnify or hold harmless the Owner for any negligent act or omission of the Owner. Contractor shall also be liable for any and all damages and losses incurred or sustained by Owner as a result of Contractor's failure to defend, indemnify or hold harmless Owner, or provide Owner with the additional insurance coverage as required herein, including, but not limited to, attorney's fees and costs incurred by Owner to enforce the obligations of the Contractor set forth within these contract documents, including, but not limited to, the provisions requiring the Contractor to obtain additional insurance coverage for the Owner and defend, indemnify and hold harmless the Owner.
- 9.4. Contractor agrees and warrants that (1) in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on any of the grounds set forth below, and (2) 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 the following: Race, color, religious creed, age, marital status (including civil union status), national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. TOWN OF OXFORD may require said contractor to provide documentation of a corporate policy to this effect in a form satisfactory to TOWN OF OXFORD, including but not limited to, a resolution adopted by said contractor's board of directors, shareholders, managers, members or other governing body as the case may be, in accordance with Sections 4a-60(a) and 4a-

60a(a) of the Connecticut General Statutes. Contractor shall provide such documentation to TOWN OF OXFORD within sixty (60) days of TOWN OF OXFORD's request.

- 9.5. The Contractor or the Contractor's Project Representative will do the following:
- 9.5.1. Will be advised and instructed by the TOWN OF OXFORD concerning special working conditions, when the Town becomes aware of such conditions, including hazards if any, involved in the job and/or location in which the Contractor and the Contractor's agents will be working or present prior to performing any work activities.
 - 9.5.2. Will instruct all such agents and employees with respect to such conditions and/or hazards and the proper safety precautions to be observed in regard thereto.
 - 9.5.3. Will see to it that agents and employees are properly instructed and supervised in full compliance with the Occupational Safety and Health Act as it may apply to General Industry and Construction. All necessary, adequate and operative protective clothing and equipment will be issued to such agents and employees with full instructions for their use.
 - 9.5.4. Will prohibit the use of intoxicating beverages or illegal drugs among all agents and employees and specifically supervise this aspect to ensure proper control.
 - 9.5.5. Will inform the Owner's Project Representative or his Designee and obtain his consent to obstruct the path to or block any exit, bring compressed gases or flammable materials on the premises, use any powder-actuated tool, use open flame torches, establish portable heaters, discharge any product into the environment, nullify or silence any alarm device or commit any of the foregoing.
 - 9.5.6. Will provide a list of all chemicals to be brought into or onto TOWN OF OXFORD sites or facilities. The Contractor shall provide an MSDS for all chemicals, chemical products or chemical by-products and ensure that any user is properly trained in the safe handling and use thereof.
 - 9.5.7. Will promptly and without undue delay notify the Owner's Project Representative or his Designee of any accident or operational upset whether or not personal injury, equipment damage, fire or property damage results.
 - 9.5.8. Will abate or otherwise protect against any condition deemed to create a hazard or threat to safety or property, as may be identified by the Owner's Project Representative or his Designee.
 - 9.5.9. Will execute at the time the contract is executed Section 00605 of the bidding and Contract Requirement, "Obligations of the Contractor to the Owner".

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpoint each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

OWNER _____

CONTRACTOR _____

By _____

By _____

Date _____

Date _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Address for giving notices

Address for giving notices

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

License No. _____

Agent for service of process: _____

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

WITNESS _____

By _____

Date _____

END OF SECTION

SECTION 00 61 00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Insert Name, or Legal Title, of Bidder)

of

(Insert Address of Bidder)

as Principal, hereinafter called the Principal, and _____

(Insert Name, or Legal Title, of Surety)

of _____

(Insert Address of Surety)

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are firmly bound unto the Town of Oxford, a public corporation established pursuant to Special Act No. 77-98, as amended, as Obligee, hereinafter called the Obligee, in the penal sum of __

Dollars

(Surety to Insert Amount)

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for the Oxford Little River Nature Preserve and Municipal Center Project.

NOW THEREFORE, the condition of this Bond shall be such that if the Principal shall furnish to the Obligee Performance and Payment (Labor and Materials) Bonds with good and sufficient surety within the times, in the forms and in the amounts required by the Bidding or Contract Documents, and insurance certificates as required by the Bidding or Contract Documents, and upon due acceptance of said Bid and award of a Contract to him by the Obligee, shall execute and deliver the Agreement, within the times, in the forms and in the amounts as appropriate, required by the Bidding or Contract Documents, then this Bond shall be void; otherwise, this Bond shall be and shall remain in full force and effect.

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Bid, as accepted by the Obligee, and any higher amount for which the required Work shall be contracted for by the Obligee, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the Obligee by reasons of the failure of the Principal to enter into such Agreement with the Obligee, or to furnish such Bonds, or to furnish insurance certificates; provided, however, that: (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the Obligee should not procure an executed contract with any other person for the performance of the Work contemplated in said Bid, as accepted by the Obligee, upon the same terms and conditions, other than price as provided in the Bidding or Contract

Documents during which no Bids or Bidders may be withdrawn, whether because of the lack of other Bids or because of the inability or refusal of any other Bidder to enter into an appropriate Contract, or because of the cost under any higher Bid would be greater than the Obligee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay the Obligee the full amount of this Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the Obligee may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this _____ day of _____, 20____.

------(Individual Principal)-----

By _____

(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

------(Partnership Principal)-----

By _____

(Firm's Name)

By _____

(Partner's Signature)

(Printed or Typed Name of Partner)

------(Corporate Principal)-----

By _____

(Corporation's Name)

(State of Incorporation)

By _____

(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____

(Secretary)

------(Joint Venture Principals)-----

By _____
(Signature)

(Printed or Typed Name)

By _____
(Signature)

(Printed or Typed Name)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

------(Corporate Surety)-----

By _____
(Corporation's Name)

By _____
(Signature of Officer or Attorney-in-Fact*)

(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact*)

(CORPORATE SEAL)

Attest _____
(Secretary)

*Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute in behalf of corporation.

END OF SECTION

SECTION 00 61 13.13

PERFORMANCE BOND

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Performance Bond document is attached hereto and is hereby incorporated into this Project Manual.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

BOND NO.	PERFORMANCE CONTRACT BOND	NAME OF CONTRACTOR
		PROJECT OR CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, of _____ State of _____ (hereinafter called the Principal) as Principal,

and _____, a corporation duly established under the laws of the

State of _____ and duly authorized to transact a surety business in the State of Connecticut, (hereinafter called the Surety) as Surety, are firmly bound and held unto the Town of Oxford as Obligee, in the

sum of _____ (\$_____) for payment whereof said Principal binds itself, its successors and assigns, himself, his heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS said Principal has entered or intends to enter into a written contract with the Town of Oxford or its authorized agent for the construction of

_____ in the town of _____, State of Connecticut, which contract, together with all provisions, plans and specifications now made or which may hereafter be made in extension, modification or alteration of said contract, is hereby incorporated into and made a part of this bond, along with all applicable portions of the Connecticut General Statutes.

NOW, THEREFORE, if said Principal shall perform and comply with all the terms and conditions of said contract, and shall indemnify the Obligee for all losses that the Obligee may sustain by reason of the Principal's failure to comply with said terms and conditions, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, however, that any alterations which may be made in the terms of said contract or in the work done or to be done under it, which may increase or decrease said contract sum, or the giving by the Obligee of any extension of time for the performance of said contract or any other forbearance on the part

of either the Obligee or the Principal one to the other, shall not in any way release the Principal and/or the Surety, or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder and any requirement of notice to the Surety or Sureties of any such alteration, extension or forbearance is hereby specifically and absolutely waived.

Signed, sealed and executed at _____, Connecticut, this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

Principal

Signed, sealed and executed at _____, Connecticut, this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

_____ (L.S.)

Surety (L.S.)

_____ (L.S.)

Surety (L.S.)

If this bond has been executed by more than one surety, said sureties are co-sureties on this bond, and are jointly and severally liable for the full amount of this bond.

(Signatures must be witnessed)

END OF SECTION

SECTION 00 61 13.16
PAYMENT BOND

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Payment Bond document is attached hereto and is hereby incorporated into this Project Manual.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

BOND NO.	PAYMENT BOND	NAME OF CONTRACTOR
		PROJECT OR CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, of
 _____ State of _____ (hereinafter called the Principal) as Principal,
 and
 _____, a corporation duly established under the laws of the State of
 _____ and duly authorized to transact a surety business in the State of Connecticut,
 (hereinafter called the
 Surety) as Surety, are firmly bound and held unto the Town of Oxford as Obligee, in the sum of _____
 _____ (\$_____) for payment whereof said Principal binds itself, its successors
 and assigns, himself, his heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly
 and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas SAID Principal has entered or intends to enter into a written
 contract with the Town of Oxford or its authorized agent for the construction of

_____ which contract, together with all plans and specifications and all applicable portions of the Connecticut General Statutes therefore, is
 hereby referred to, incorporated in, and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if said Principal shall make payment for all materials and labor used or employed in the performance of such
 contract, to the extent, and in the manner required by the contract or by the General Statutes of Connecticut, as revised, then this
 obligation shall be null and void, otherwise it shall remain and be in full force and effect. The Surety hereby waives notice of any
 change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

Provided, however, that any alterations which may be made in the terms of said contract or in the work done or to be done under it,
 which may increase or decrease said contract sum, or the giving by the Obligee of any extension of time for the performance of said
 contract or any other forbearance on the part of either the Obligee or the Principal one to the other, shall not in any way release the
 Principal and/or the Surety, or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability
 hereunder and any requirement of notice to the Surety or Sureties of any such alteration, extension or forbearance is hereby specifically
 and absolutely waived.

Signed, sealed and executed at _____, Connecticut, this _____ day of _____,
 20____.

 Principal

Signed, sealed and executed at _____, Connecticut, this _____ day of _____,
20____.

_____(L.S.)

_____(L.S.)
Surety

_____(L.S.)

_____(L.S.)
Surety

_____(L.S.)

_____(L.S.)
Surety

If this bond has been executed by more than one surety, said sureties are co-sureties on this bond, and are jointly and severally liable for the full amount of this bond.

(Signatures must be witnessed)

SECTION 00 62 76

APPLICATION AND CERTIFICATE FOR PAYMENT

PART 1 GENERAL

1.1 SUMMARY

- A. This Section Includes
 - 1. Payment procedures
 - 2. Payment requests for stored materials

1.2 GENERAL

- A. The following paragraphs describe payment procedures for the Work to be done under the respective items in the Bid Form.
- B. Each lump sum price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.
- C. No separate measurement or payment will be made for Work called for in Division 00 or Division 01 of the Contract Specifications, unless specifically covered under the Bid items listed below. All costs associated with this Work will be considered incidental to the Contract Bid price.

1.3 PAYMENT PROCEDURES

- A. Formal submittal: Unless otherwise directed by the Engineer or Owner:
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or electronically on EJCDC C-620, Contractor's Application for Payment, plus continuation sheet or sheets, or as otherwise agreed to in writing by Owner and Contractor.
 - 2. Sign the Application for Payment.
 - 3. Submit the original of the Application for Payment, plus required copies of the continuation sheet or sheets, to the Engineer and Owner.
 - 4. The Engineer or Owner will review the formal submittal and, if acceptable, will sign the Contractor's Application for Payment, and present the Application to the Owner.
 - 5. Provide a signed and notarized Certificate for Stored Materials and proof of storage in a dry, watertight, heated and insured warehouse facility.

1.4 PAYMENT REQUESTS FOR STORED MATERIALS

- A. Requests for payment for stored materials shall be made with the submission of the attached "Certificate for Stored Materials" form. This request shall be accompanied by an invoice detailing the materials stored and their value. Partial payment requests for materials stored or so-called "engineering costs" by equipment manufacturers will not be allowed.

1.5 SUBMISSION OF CERTIFIED PAYROLLS

- A. The submission of up-to-date certified payrolls, if the project is a prevailing wage rate project, is required with each application for payment. Payments will not be made to the Contractor if the Contractor's or the subcontractor's certified payrolls are not current.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

CERTIFICATE FOR STORED MATERIALS

We, _____, request payment for materials and/or equipment not incorporated in the work included under our firm's contract with _____ as listed below.

We hereby certify under penalty of perjury, that the materials not incorporated in the work have been delivered and are securely stored at the site or at _____ and that we have title to said materials.

We also certify that an inventory of said materials and/or equipment has been compiled for the purposes of this monthly partial payment request. This list of materials and/or equipment, including unit prices for said material not incorporated in the work for which payment is hereby requested, consisting of _____ pages and dated _____, is signed and attached hereto.

We acknowledge that payments made based on this request for materials and/or equipment not incorporated in the work shall not be construed as transferring title of said materials and/or equipment to the Owner and said payment does not relieve the contractor of its responsibility for furnishing all materials and equipment required for the satisfactory completion of the project pursuant to the contractual requirements.

We further certify that we can and will adequately protect said materials and/or equipment until they are incorporated in the work; that they meet the requirements of the specifications, and that they will be needed for incorporation in the work in the near future.

IN WITNESS WHEREOF, we, the said _____ h-
ereunto set our hand and seal this _____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Contractor's Firm Name

By _____

Title _____

Notary Public

SCHEDULE OF STORED MATERIALS

Job No. _____
Contract No. _____
Contractor: _____
Location: _____

Town of Oxford
Oxford Little River Nature Preserve and Municipal Center Project
Oxford, Connecticut
Date _____
Pay Estimate _____

Item	Description	Supplier/Manufacturer	Quantity Stored and not Incorporated	Unit \$	Certified Value

Signature: _____
Contractor's Principal

Total Amount Due for Stored Materials _____

Title: _____

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE \$ _____
			2. Net change by Change Orders \$ _____
			3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F on Progress Estimate) \$ _____
			5. RETAINAGE:
			a. ____ % x \$ _____ Work Completed \$ _____
			b. ____ % x \$ _____ Stored Material \$ _____
			c. Total Retainage (Line 5a + Line 5b) \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ _____
			8. AMOUNT DUE THIS APPLICATION \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G on Progress Estimate + Line 5 above) \$ _____
TOTALS			
NET CHANGE BY CHANGE ORDERS			

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	_____ (Date)
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	_____ (Date)
	(Owner)	
Approved by:	_____	_____ (Date)
	Funding Agency (if applicable)	

Progress Estimate

Contractor's Application

For (contract):						Application Number:		
Application Period:						Application Date:		
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C + D)	This Period				
	Totals							

Progress Estimate

Contractor's Application

For (contract):						Application Number:				
Application Period:						Application Date:				
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

PROJECT CHANGE ORDER FORM

Client: _____ Date: [Click here to enter a date.](#)
Date of Existing Agreement: [Click here to enter a date.](#)
Client Contract/Purchase Order No.: [Click here to enter text.](#)
Project Name: _____

Scope Revision:

[Click here to enter text.](#)

See Attached: ☐ Valid for [Click here to enter text.](#) Days

Contractor proposes to revise the existing Agreement for a cost of: _____ US Dollars [Click here to enter text.](#)

The cost of the Scope Revision is based upon:

Time and Materials (rate schedule attached) ☐

Fixed Fee ☐

Other ☐

Payment terms shall be made as follows:

According to the existing Agreement ☐

As a Retainer ☐

Other [Click here to enter text.](#)

Previous Agreement Amount [Click here to enter text.](#)

Cost of Scope Revision [Click here to enter text.](#)

Revised Agreement Amount [Click here to enter text.](#)

This Scope Revision is hereby accepted and incorporated into the existing Agreement.

ACCEPTANCE OF REVISED AGREEMENT

CONTRACTOR: _____

CLIENT

BY: _____

BY: _____

TITLE: [Click here to enter text.](#)

TITLE: [Click here to enter text.](#)

DATE: [Click here to enter a date.](#)

DATE: [Click here to enter a date.](#)

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS																					
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.																					
Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109																					
WEEKLY PAYROLL																					
CONTRACTOR NAME AND ADDRESS:		SUBCONTRACTOR NAME & ADDRESS																			
PROJECT NAME & ADDRESS		WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:																			
PERSON/WORKER ADDRESS and SECTION	Week-Ending Date	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY			
					S	M	T	W	TH	F	S			FICA	FEDERAL	STATE			LIST OTHER		
					HOURS WORKED EACH DAY							TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)		GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		TOTAL DEDUCTIONS		GROSS PAY FOR THIS PREVAILING RATE JOB		CHECK # AND NET PAY	
												Base Rate		FICA		FEDERAL		STATE		LIST OTHER	
												Cash Fringe		FICA		FEDERAL		STATE		LIST OTHER	
												Base Rate		FICA		FEDERAL		STATE		LIST OTHER	
												Cash Fringe		FICA		FEDERAL		STATE		LIST OTHER	
												Base Rate		FICA		FEDERAL		STATE		LIST OTHER	
												Cash Fringe		FICA		FEDERAL		STATE		LIST OTHER	
												Base Rate		FICA		FEDERAL		STATE		LIST OTHER	
												Cash Fringe		FICA		FEDERAL		STATE		LIST OTHER	
												Base Rate		FICA		FEDERAL		STATE		LIST OTHER	
												Cash Fringe		FICA		FEDERAL		STATE		LIST OTHER	
												Base Rate		FICA		FEDERAL		STATE		LIST OTHER	
												Cash Fringe		FICA		FEDERAL		STATE		LIST OTHER	
												Base Rate		FICA		FEDERAL		STATE		LIST OTHER	
												Cash Fringe		FICA		FEDERAL		STATE		LIST OTHER	

*SEE REVERSE SIDE

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature) (Title) Submitted on (Date)

**Weekly Payroll Certification For
Public Works Projects (Continued)**

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date: _____
Contractor or Subcontractor Business Name: _____

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE		TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S		TOTAL FRINGE BENEFIT PLAN CASH									
Trade License Type & Number - OSHA 10 Certification Number				HOURS WORKED EACH DAY																	
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Base Rate	4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Base Rate	4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Base Rate	4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								

*IF REQUIRED

SECTION 00 70 00
GENERAL CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee. Such document is attached hereto and is hereby incorporated into this Project Manual.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or

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

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

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

C. *Possible Price and Times Adjustments*:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

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

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

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

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00 73 00

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.3 Delete paragraph 1.01.A.3 of the General Conditions in its entirety and replace with:

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

SC-1.01.A.20 Add the words “or Owner’s Project Representative” after the word “Engineer.”

SC-1.01.A.29.a. Add a new paragraph after paragraph 1.01.A.29 of the General Conditions as follows:

1.01.A.29.a. *Owner’s Project Representative* - The person or persons designated as project representative by Owner, acting on behalf of Owner within the duties entrusted to them.

SC-1.01.A.36. Delete paragraph 1.01.A.36 of the General Conditions in its entirety and replace with:

1.01.A.36 *Resident Project Representative* - The authorized representative of Owner or Engineer who may be assigned to the Site or any part thereof.

SC-1.01.A.39 Schedule of Values- Delete paragraph SC 1.01.A.39 in its entirety

SC-1.01.A.42. Renumber paragraph 1.01.A.42 of the General Conditions to 1.01.A.42.a, and add a new paragraph as follows:

1.01.A.42.b. *Standard Specifications* - Wherever in these Contract Documents reference is made to the Standard Specifications, said reference shall be understood as referring to the State of Connecticut Department of Transportation Standard Specifications for Road, Bridge, and Incidental Construction, latest version, which applicable parts are incorporated herein and made a part of these Documents by specific reference thereto. If requirements contained in the Standard Specifications are modified by or are in conflict with supplemental information in these Contract Documents, the requirements of these Contract Documents shall prevail.

SC-1.01.A.44. Supplement paragraph 1.01.A.44 of the General Conditions as follows:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications and (iii) all inspections required have been completed and identified *defective* Work replaced or corrected.

SC-2.03.A Delete paragraph 2.03.A of the General Conditions in its entirety and replace with:

2.03.A The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event shall the Contract Time commence to run later than the thirtieth day after the Effective Date of the Agreement.

SC-2.05.A.3 Delete the section in its entirety

SC-2.07.A.3 Delete the section in its entirety

SC-4.01.D. Add a new paragraph immediately after paragraph 4.01.C of the General Conditions as follows:

4.01.D Contractor shall provide for any additional off-site lands and access thereto that may be required for Contractor and Subcontractor parking. Contractor shall restore off-site lands and access thereto to the satisfaction of the property owner. Contractor shall provide a written release in a form acceptable to the Owner from the property owner that the property is acceptably restored upon completion of the use of the off-site lands and access.

SC-4.03.C1 Replace “Contract Price” with “Unit Quantity”

SC-4.03.C2 Replace “Contract Price” with “Unit Quantity”

SC-4.03.C2.a Replace “Contract Price” with “Unit Quantity”

SC-4.06.D. Add the following as the last sentence of paragraph 4.06.D.

Contractor shall continue to work in all areas in which a Hazardous Environmental Condition has not been encountered.

SC-4.06G. Delete paragraph 4.06G of the General Conditions and replace with the following:

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

SC-4.06H. Delete Paragraph 4.06H of the General Conditions and replace with the following:

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

SC-5.01.D. Add the following paragraph immediately following paragraph 5.01.C. of the General Conditions.

5.01.D “Bonds shall meet the requirements of applicable Connecticut General Statutes (CGS), including but not limited to Sections 49-41, 49-41a, 49-42 with regard to the Payment Bond and Section 38a-290 with regard to the Performance and Payment Bonds. Performance Bonds shall meet the three (3) year minimum requirement set forth in Section 38a-290 of the CGS. Each Bidder shall familiarize himself with the requirements of Connecticut General Statutes Section 12-430(7), and shall be responsible for compliance with this Act. A copy of Connecticut General Statutes Section 12-430(7) is enclosed at the end of Section 00825.”

SC-5.02.A. Supplement paragraph 5.02.A of the General Conditions as follows:

Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best’s rating of no less than A:FSC VII, in addition to the other requirements specified herein.

SC-5.04.A. Delete paragraph 5.04.A. of the General Conditions and replace with the following:

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

SC-5.04.B.1. Supplement paragraph 5.04.B.1 of the General Conditions as follows:

Include the following parties or entities as additional insured:

5.04.B.1.a. Town of Oxford, 486 Oxford Road, Oxford, Connecticut 06483

5.04.B.1.b. B&B Engineering, LLC, 15 Research Drive, Suite 3, Woodbridge, Connecticut 06525

5.04.B.1.c. State of Connecticut, 210 Capitol Avenue, Hartford, Connecticut 06106

The names of the above parties shall appear on the face of the insurance certificate of all policies except workers compensation.

SC-5.04.B.5. In paragraph 5.04.B.4 of the General Conditions, replace "thirty days" with "sixty days".

SC-5.04.C. These requirements also apply to any subcontractor or common carrier used by the Contractor. Add the following paragraph immediately following paragraph 5.04.B of the General Conditions:

5.04.C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04.C.1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees as provided in paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

5.04.C.1.a. State: Statutory

5.04.C.2. Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions shall provide the following minimum limits and conditions:

5.04.C.2.a. Comprehensive General Liability \$4,000,000

5.04.C.2.d. Each Occurrence (bodily injury and property damage) \$2,000,000

5.04.C.3. Comprehensive Automobile Liability (per occurrence) \$2,000,000

5.04.C.4. Comprehensive Catastrophe Liability (umbrella):

5.04.C.4.a. General Aggregate: \$2,000,000

5.04.C.4.b. Each Occurrence: \$2,000,000

SC-5.06.A. Delete paragraph 5.06.A of the General Conditions in its entirety.

SC-5.06.B. Delete paragraph 5.06.B of the General Conditions in its entirety.

SC-5.06.C. In paragraph 5.06.C of the General Conditions, replace "30 days" with "60 days".

SC-5.06.F. Add the following paragraph immediately following paragraph 5.06.E of the General Conditions.

5.06.F. The underlined statement below must appear on the Contractor's Certificate of Insurance:

Town of Oxford and B&B Engineering, LLC is to be named as an additional insured on all policies, except Worker's Compensation, on a primary basis such that said additional insurance shall provide primary coverage to Town of Oxford and B&B Engineering, LLC and any other insurance available to Town of Oxford and B&B Engineering, LLC shall be secondary or excess.

The Contractor shall defend, indemnify, and hold Town of Oxford and B&B Engineering, LLC harmless for any and all injuries to persons and/or property resulting out the performance of this contract.

SC-5.08A Replace "Owner as fiduciary" with "Owner, acting in good faith", throughout.

SC-5.09B Replace "Owner as fiduciary" with "Owner, acting in good faith", throughout.

SC-6.01 Add Section 6.01.C immediately following 6.01.B:

6.01.C The Contractor's Superintendent, or Owner-approved substitute, shall be at the work site any time work is being performed.

SC-6.02.B. Delete paragraph 6.02.B of the General Conditions in its entirety and insert the following in its place:

6.02.B. Except as otherwise required for the safety or protection of persons or the Work or property at the Sites or adjacent thereto, or except as allowed by the Owner, and except as otherwise stated in the Contract Documents, all Work at the Sites shall be performed during weekdays, between the hours of 7:00 a.m. and 4:00 p.m. No equipment or machinery may be started at the sites before 7:00 a.m. and all equipment must be shut off by 4:00 p.m. The Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday except under extenuating circumstances approved by the Owner. The Contractor will not be permitted to work on official Owner holidays except under extenuating circumstances approved by the Owner.

SC-6.02. Add the following paragraph immediately following paragraph 6.02.B of the General Conditions:

6.02.C. The normal weekly operating hours of the facility are 7:00 a.m. to 4:00 p.m., Monday through Friday.

6.02.D. Contractor shall reimburse Owner for Owner's and Engineer's additional extraordinary costs, as determined by Owner, for onsite personnel overtime work resulting from Contractor's overtime operations. Reimbursement shall be on the cost basis defined in paragraph 14.02.D. of these Supplementary Conditions.

SC-6.03.A. Add the following sentence at the end of paragraph 6.03.A. of the General Conditions:

All equipment used by the Contractor for the completion of the Work shall be tuned and well-maintained to avoid unnecessary noise and air pollutant emissions. Temporary power equipment and HVAC equipment must have noise attenuation to reduce source noise to 55 dB(A) at 300 feet from source.

SC-6.05.E. Supplement paragraph 6.05.E of the General Conditions as follows:

Reimbursement rates for Engineer or Engineer's Consultants for evaluation of proposed substitutes shall be on the basis as established in paragraph 14.02.D.4 of these Supplementary Conditions.

SC-6.06.B. Supplement paragraph 6.06.B of the General Conditions as follows:

The identity and acceptance of Subcontractors is required in accordance with the requirements of the INSTRUCTIONS TO BIDDERS. Owner's acceptance of any Subcontractor is conditional

and is based upon satisfactory performance of the Work by the Subcontractor as determined by the Owner.

SC-6.07.B In paragraph 6.07.B of the General Conditions, add the following after "...Engineer,"

"and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds,"

SC-6.08. Add new paragraphs immediately after paragraph 6.08.A of the General Conditions as follows:

6.08.A. The Contractor will obtain and pay for all additional required construction permits and licenses, including:

6.08.C.3 Local Building Permit from the Town

6.08.B. A copy of each permit, where applicable, is available at Owner's office. Contractor shall examine the permits and shall conform to the requirements contained therein, and such requirements are hereby made a part of these Contract Documents as fully and completely as though the same were set forth herein. Failure to examine the permit(s) will not relieve Contractor from compliance with the requirements stated therein.

SC-6.09.D. Add new paragraphs 6.09D, 6.09E, 6.09F, 6.09G, and 6.09H immediately after paragraphs 6.09.C of the General Conditions as follows:

6.09.D. This Article contains portions of certain laws and regulations which, by provision of law, ordinance, rule or regulation, are required to be included in the Contract Documents. The material included in this Article may not be complete or current. Contractor's obligation to comply with all laws, ordinances, rules and regulations applicable to the Work is set forth in Paragraph 6.09 of the General Conditions.

- State of Connecticut's Executive Order No. 3 of June 16, 1971
- State of Connecticut's Executive Order No. 17 of February 15, 1973
- State of Connecticut's Executive Order No. 16 of August 4, 1999
- State of Connecticut's Executive Order No. 7c of July 13, 2006
- State of Connecticut's Executive Order No. 14 of April 17, 2006

6.09.E. Payments to Subcontractors:

6.09.E.1 In accordance with Connecticut General Statutes, Section 49-41a, Contractor shall:

- a. Within 30 days after payment to Contractor by Owner, pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in an application for payment submitted by Contractor and paid by Owner.
- b. Include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by a subcontractor.

6.09.E.2. For the purposes of this Article 6.09.D only, the term "Subcontractor" shall mean an individual, firm or corporation having a direct contract with Contractor, and the term "subcontractor" shall mean an individual, firm or corporation having a direct contract with a Subcontractor.

6.09.F. Minimum Wages (if required based on construction cost – see Section 00100.15.2):

6.09.F.1. In accordance with the requirements of Connecticut General Statutes, Section 31-53, the wage paid on an hourly basis to any mechanic, laborer, or workman employed upon

the Work and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, shall be at a rate equal to the rate customary or prevailing for the same trade or occupation in the town in which the Work is located. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for this classification on each per day.

6.09.F.2. A schedule of minimum hourly wage rates, issued by the Labor Department of the State of Connecticut, is attached at the end of these Supplementary Conditions. Contractor shall update these rates as required by the State of Connecticut Labor Department.

6.09.F.3. The Contractor shall comply with the requirements of Connecticut General Statutes, An Act Increasing Penalties for Prevailing Wage and Wage and Hour Violations and Allocating Money to Enforcement, House Bill 7063 - Public Act 93-392 (effective October 1, 1993), including submittal of weekly certified payrolls to the Owner which certify the accuracy of the payrolls, proper workers' compensation coverage, and that there are no kickbacks. The above referenced bill makes it a felony for an employer to make a false statement on a certified payroll or to fail to pay an employee or an employee welfare fund the amount shown.

6.09.F.4. Owner does not guarantee that labor can be procured for the minimum wages in the wage scale. The rates of wages listed are minimum only, below which Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed.

6.09.F.5. Owner will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate in excess of the prevailing wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against Owner.

6.09.G. Resident's Preference:

6.09.G.1. Contractor shall comply with the requirements of Connecticut General Statutes, Sections 31-52 and 31-52(A), which provide as follows:

- a. For Public Buildings: In the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof, have been residents of the labor market area, as established by the labor commissioners, in which such Work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three months prior to the date hereof.
- b. For Public Works Projects Other Than Public Buildings: In the employment of mechanics, laborers, or workmen to perform the Work specified herein, preference shall be given to residents of the State who are, and continuously for at least six months prior to the date hereof, have been residents of this State, and if no such person is available then to residents of other states.

6.09.G.2 The above provisions of Sections 31-52 and 31-52(A) shall not apply where the State of Connecticut or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto.

6.09.H. Out-of-State Contractors:

Any non-resident contractor is required to comply with all requirements set out in Section 12-430 of the General Statutes, as amended.

SC-6.10.B. Add a new paragraph immediately after paragraph 6.10.A of the General Conditions as follows:

6.10.B. Under the terms of the regulations issued by the State Tax Commission in administration of the State Sales and Use Tax, Contractor and its Subcontractors and Suppliers may purchase such materials and supplies as are to be physically incorporated in and will become a permanent part of the Work performed under these Contract Documents without payment of tax, according to Regulation 18 as amended promulgated by the Sales and Use Tax Division of the State Tax Department.

SC-6.11.A.1. Supplement paragraph 6.11.A.1 of the General Conditions as follows:

Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the site.

SC-6.11.A.3. In paragraph 6.11.A.3 of the General Conditions, add ". . . Engineer's Consultants, and all other individuals or entities identified in the Supplementary Condition to be listed as insureds or additional insureds," after ". . . harmless Owner and Engineer."

SC-6.13.G. Add new paragraphs immediately after paragraph 6.13.F of the General Conditions as follows:

6.13.G. Owner reserves the right to stop work as a result of safety related deficiencies that the Owner perceives to be imminently threatening to the well-being of Contractor's personnel. Contractor shall immediately comply with all such directives at no additional cost to the Owner. Nothing in this paragraph 6.13.C shall be taken to relieve the Contractor of their responsibilities under paragraphs 6.13.A or 6.13.B, nor to burden the Owner with any responsibilities related thereto.

6.13.H. Within 30 days of the awarding of this contract, the Contractor shall furnish proof to the Labor Commissioner, with copies delivered to the Owner, that all employees performing manual labor pursuant to this contract have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administrator within the last five years, in accordance with Section 31-53b of the Connecticut General Statutes. This requirement applies to any contract in an amount greater to or equal to \$100,000. All subcontractors providing manual labor through this contract, whether a direct subcontractor or not, will provide the Labor Commissioner, with copies delivered to the Owner, proof of completion of the required health and safety course referenced in this paragraph for each worker who will be performing manual labor on the project. The Contractor shall attach a copy of the construction safety completion card to the first certified payroll on which the subject employee's name appears.

6.13.I. The Owner reserves the right to bar any employee of the Contractor or Subcontractor from the project site if, in the opinion of the Owner, that employee fails to follow Owner's requirements for site conduct or if the employee is jeopardizing his or others' safety.

SC-6.16.A In paragraph 6.16.A of the General Conditions, delete the word "Engineer" in two places and replace with the following:

"Engineer and Owner"

SC-6.16.A Supplement paragraph 6.16.A of the General Conditions as follows:

Prior to beginning Work at the site, the Contractor shall supply the Owner and Engineer with a list of 24-hour emergency contact numbers. These numbers shall include project managers, superintendents, foremen, corporate officers, and Subcontractors.

SC-6.17 Add new paragraph following paragraph 6.17 E of the General Conditions as follows:

6.17.F. Contractor shall fulfill additional submittal requirements as provided in Section 01330 of the General Requirements.

SC-6.20 Delete Article 6.20 of the General Conditions in its entirety and replace it with the following:

6.20.A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and Engineer¹ and their agents, employees, and consultants from and against any and all claims, damages, losses and expenses of any kind including, but not limited to settlements, judgments, penalties, fines, awards, attorney's fees and costs arising in any way, directly or indirectly, out of or resulting from the performance of the Work by Contractor, its agents servants and/or employees or arising out of the performance of the Work by any subcontractor retained or employed by Contractor. Contractor shall not be responsible to indemnify or hold harmless the Owner for any negligent act or omission of the Owner. Contractor shall also be liable for any and all damages and losses incurred or sustained by Owner as a result of Contractor's failure to defend, indemnify or hold harmless Owner, or provide Owner with the additional insurance coverage as required herein, including, but not limited to, the actual attorney's fees and costs incurred by Owner to enforce the obligations of the Contractor set forth within these contract documents, including, but not limited to, the provisions requiring the Contractor to obtain additional insurance coverage for the Owner and defend, indemnify and hold harmless the Owner.

6.20.B. In any and all claims against Owner, Engineer¹ and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds or any of their agents, employees or consultants by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee acts.

6.20.C. Contractors, subcontractors, and equipment and material suppliers on the project, or their sureties, shall maintain no direct action against the Owner, Engineer¹, Engineer's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. Owner will be the only beneficiary of any undertaking by Engineer.

¹ "and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds,"

SC-7.01.D. through 7.01.F. Add new paragraphs immediately following paragraph 7.01.C of the General Conditions as follows:

7.01.D. Should Contractor cause damage to the work or property of any separate contractor at the sites, or should any claim arising out of or resulting from Contractor's performance of the Work at the sites be made by any separate contractor against Contractor, Owner, Engineer, Engineer's Consultants, or all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds, or any other person, Contractor shall promptly attempt to settle with such and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds, other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner, Engineer, and Engineer's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against Owner, Engineer,

Engineer's Consultants, or the officers, directors, employees, agents, or other consultants of each and any of them to the extent based on a claim caused by, arising out of, or resulting from Contractor's performance of the Work.

7.01.E. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, Engineer's Consultants, or all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds, or the officers, directors, employees, agents, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from Owner, Engineer, or Engineer's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.

7.01.F. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds, or the officers, directors, employees, agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer, Engineer's Consultants, or all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds, or the officers, directors, employees, agents, or other consultants of each and any of them for activities that are their respective responsibilities.

SC-7.02.C. Add new paragraph immediately following paragraph 7.02.B of the General Conditions as follows:

7.02.C. Other work anticipated to be performed at the site by others that is either directly or indirectly related to the scheduled performance of the Work under these Contract Documents is described in the COORDINATION Section of the General Requirements.

SC-8.01.A Delete paragraph 8.01.A, and replace with the following:

Owner shall copy Engineer on all written communications to Contractor.

SC-8.09B. Add a new paragraph immediately after paragraph 8.09.A of the General Conditions as follows:

Owner reserves the right to stop work as a result of safety related deficiencies that the Owner perceives to be imminently threatening to the well-being of Contractor's personnel. Contractor shall immediately comply with all such directives at no additional cost to the Owner. Nothing in this paragraph 8.09.B shall be taken to relieve the Contractor of their responsibilities under paragraphs 6.13.A or 6.13.B, nor to burden the Owner with any responsibilities related thereto.

SC-9.01.A. Omit the first sentence of paragraph 9.01.A of the General Conditions.

SC-9.01.B. Add a new paragraph immediately following paragraph 9.01.A of the General Conditions as follows:

9.01B. *Owner's Project Representative Responsibilities and Authority*

9.01.B.1. The Owner may furnish a Resident Project Representative and other resident staff during the project. In addition, the Owner may furnish permanent or temporary Resident Project Representatives from the Engineer.

9.01.B.1.1. Owner shall designate an employee to represent Owner during the project. Said employee shall be designated Owner's Project Representative. The

duties, responsibilities, and limitations of authority of Owner's Project Representative during construction will be as described below.

9.01.B.1.2. Owner's Project Representative may conduct on-site inspections to check the progress, quality, and quantity of the executed Work, and to determine if Work is proceeding in accordance with the Contract Documents. The right to conduct on-site observation will not alter the responsibilities of Contractor or Engineer as stated herein.

9.01.B.1.3. Owner's Project Representative will have authority to disapprove or reject Work or material which Owner's Project Representative believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed, or completed.

9.01.B.1.4. Owner's Project Representative will prepare all Change Orders, Field Orders, and Work Change Directives recommended by Engineer.

9.01.B.1.5. Neither Owner's Project Representative's authority to act under this Article 8 or elsewhere in the Contract Documents, nor any decision made by Owner's Project Representative in good faith either to exercise or not exercise such authority, shall create, impose, or give rise to any duty or responsibility owed by Owner to Contractor, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or organization, or to any surety for, or employee or agent of, any of them.

9.01.B.1.6. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Owner's Project Representative as to the Work, it is intended that such requirements, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Owner, by acts of Owner's Project Representative or otherwise, shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraph 8.09.

SC-9.03.B. through 9.03.D. Add new paragraphs immediately following paragraph 9.03.A of the General Conditions as follows:

9.03.B. The Resident Project Representative (RPR) may be furnished by Engineer or Owner. The responsibilities, authority, and limitations of the RPR are limited to those of Engineer in accordance with paragraph 9.10 of the General Conditions and as set forth elsewhere in the Contract Documents and are further limited and described below.

9.03.C. Responsibilities and Authority:

9.03.C.1. Schedules: Review and monitor the progress schedule, schedule of Submittals, submissions and progress payments of the Unit Price prepared by Contractor and consult with Engineer concerning acceptability.

9.03.C.2. Conferences and Meetings: Conduct or attend meetings with Contractor, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.

9.03.C.3. Liaison: (i) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; (ii) assist Engineer in serving as Owner's liaison with Contractor when

Contractor's operations affect Owner's onsite operations; (iii) assist in obtaining from Owner additional details or information when required for proper execution of the Work.

9.03.C.4. Submittals: Advise Engineer and Contractor of the commencement of any Work or arrival of Products at site, when recognized, requiring a Shop Drawing or Sample if the Submittal has not been approved by Engineer.

9.03.C.5. Review of Work, Rejection of defective Work, Inspections and Tests: (i) Conduct onsite observations of the Work in progress to assist Engineer or Owner's Project Representative in determining if the Work is in general proceeding in accordance with the Contract Documents; (ii) inform Engineer or Owner's Project Representative and Contractor whenever RPR believes that any Work is defective; (iii) advise Engineer or Owner's Project Representative whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval; (iv) monitor that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; (v) and observe, record and report to Engineer appropriate details relative to the test procedures and startups; and (vi) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

9.03.C.6. Interpretation of Contract Documents: Inform Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

9.03.C.7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and provide recommendations to Engineer; transmit to Contractor the decisions issued by Engineer.

9.03.C.8. Records: (i) Maintain at the site files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, Engineer's written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a diary or log book recording pertinent site conditions, activities, decisions and events.

9.03.C.9. Reports: (i) Furnish Engineer periodic reports of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Submittals submissions; (ii) consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, obtain backup material from Contractor as appropriate.

9.03.C.10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner and Engineer, noting particularly the relationship of the payment requested, the progress payments on account of the Unit Price, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.03.C.11. Certificates, Maintenance and Operation Manuals, Record Documents, and Site Records: During the course of the Work, monitor that these documents and other data required to be assembled, maintained, and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this

material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

9.03.C.12. Substantial Completion: (i) Conduct an inspection in the company of Engineer, Owner, and Contractor and prepare a list of items to be completed or corrected; (ii) submit to Engineer a list of observed items requiring completion or correction.

9.03.C.13. Completion: (i) Conduct final inspection in the company of Engineer, Owner and Contractor; and (ii) notify Contractor and Engineer in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have been completed, corrected, or accepted by Owner and make recommendations to Engineer concerning acceptance.

9.03.D. Limitations of Authority: Resident Project Representative will not:

9.03.D.1. undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent; or

9.03.D.2. authorize Owner to occupy the Project in whole or in part; or

9.03.D.3. participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SC-9.07.A. Add the following at the end of paragraph 9.07.A of the General Conditions:

9.07.A. In lieu of the Engineer, the Owner's Project Representative may perform the functions ascribed to the Engineer in paragraph 9.07.A.

SC-9.09.F. Add a new paragraph immediately after paragraph 9.09.E of the General Conditions as follows:

9.09.F. Contractors, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds, or the officers, directors, employees, agents, affiliated corporations, and subcontractors of each and any of them, for any claim arising out of, in connection with, or resulting from the engineering services performed. Owner will be the only beneficiary of any undertaking by Engineer.

SC-10.05.C. Delete paragraph 10.05.C of the General Conditions, and its sub-paragraphs, in its entirety and insert the following in its place:

10.05.C. *Engineer's Decision and Executive Negotiation:*

10.05.C.1. *Engineer's Decision:* Engineer will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. Engineer's written decision on such Claim, dispute or other matter will be final and binding upon Owner and Contractor unless within 10 days after issuance of Engineer's written decision, either party appeals the decision by giving the other party and Engineer written notice of request for executive negotiation.

10.05.C.2. *Executive Negotiation:*

10.05.C.2.a. Within 10 days of the delivery of notice of appeal to Engineer's written decision regarding Claim, dispute or other matter, senior representatives of at least Owner and Contractor, having authority to settle the dispute, and Engineer shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

10.05.C.2.b. In the event a mutually acceptable decision cannot be reached through executive negotiation within 20 days of the appealing party's notice, or mutually agreeable longer period, or if the party receiving such notice will not

meet within 10 days, Owner or Contractor may make a written declaration, delivered to the other party and Engineer, that the executive negotiation is deemed unsuccessful and may initiate further dispute resolution measures in accordance with Article 16.

10.05.C.2.c. If no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to further appeal from Engineer's written decision shall be delivered by Owner or Contractor to the other and to Engineer within 30 days after the date upon which the executive negotiation has been declared unsuccessful, or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by Owner and Contractor), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

SC-11.01.D. Add a new paragraph immediately after paragraph 11.01.D of the General Conditions as follows:

11.01.D.1 Contractor, on a daily basis, shall submit to Owner's or Engineer's Resident Project Representative time, equipment, and material records for labor, equipment and materials used by Contractor and Subcontractors in the prosecution of the Work defined in paragraph 11.01.

SC-11.03.D. Delete paragraph 11.03.D of the General Conditions, and its sub-paragraphs, in its entirety and insert the following in its place:

11.03.D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.03.D.1. if the total cost of a particular item of Unit Price Work amounts to 50 percent or more of the Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 50 percent from the estimated quantity of such item indicated in the Bid Form; and

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

11.03.D.3. if Contractor believes that Contractor has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may demand a Change in Contract Price or Contract Times. Such Change in Contract Price shall be based on any increase or decrease in costs due solely to the variation above 50 percent or below 50 percent of the estimated quantity. If the quantity variation is such as to cause an increase in Contract Times, Contractor may request an extension for the delay resulting from performing the quantity in excess of 50 percent of the estimated quantity. If the parties are unable to agree as to the effect of any such variation in the quantity of Unit Price Work, either party may make a claim for an adjustment in the Contract Price or Contract Times in accordance with paragraph 10.05.

SC-12.01.C.2.c. Supplement paragraph 12.01.C.2.c of the General Conditions as follows:

, except the maximum total allowable cost to Owner shall be the Cost of the Work plus a maximum collective aggregate fee for Contractor and all tiered Subcontractors of 20 percent;

SC-12.03.A. Section should be supplemented with the following:

Such an adjustment shall be the Contractor's sole and exclusive remedy for the delays described in Paragraph 12.03.A.

SC-13.03. In paragraphs 13.03.A, 13.03.E, and 13.03.F of the General Conditions, add the words "or Owner's Project Representative" after each incidence of the word "Engineer." SC-13.03.B. Delete

paragraph 13.03.B of the General Conditions, and its subparagraphs, in its entirety and insert the following in its place:

13.03.B. Testing of materials and inspection will be performed by the Owners inspection staff. The Contractor shall give the Engineer or Owner's Project Representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, test, or approvals required by the contract documents. Tests required by Contract Documents shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statues. In the event state license or certification is not required, testing laboratories or agencies shall be following applicable requirements:

13.03.B.1. "Recommended Requirements for Independent Laboratory Qualification," published by the American Council of Independent Laboratories

13.03.B.2. Basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction" as applicable

13.03.B.3. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

SC-13.03 C. Replace "Contractor" with Owner or Owner's Project Representative.

SC-13.03 D. Delete Section 13.03 D.

SC-13.04. In paragraphs 13.04.A and 13.04.B of the General Conditions, add the words "or Owner's Project Representative" after each incidence of the word "Engineer."

SC-13.06.A. Add the words "or Owner's Project Representative" following "Engineer" in the beginning of the fourth line of 13.06.A of the General Conditions.

SC-13.07.C. Delete paragraph 13.07.C of the General Conditions and replace with the following:

13.07.C The correction period for all equipment, regardless of whether or not equipment was placed in continuous service prior to Substantial Completion, shall commence at the date of Final Completion.

SC-13.09.A. In paragraph 13.09.A of the General Conditions, add the words "or Owner" after each incidence of the word "Engineer".

SC-14.01.A. Delete section in its entirety and replace with the following

14.01 Basis for Progress Payments:

A. The Schedule of Values established as provided in in the Contract will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Responsibilities of the Engineer in regard to payment application procedures may be modified in accordance with applicable sections of the General Requirements.

SC-14.02.A.1 Add the words "and Owner" following "Engineer" in the beginning of the fourth line of 14.02.A.1 of the General Conditions.

SC-14.02.A.2 Section should be supplemented by adding:

“, along with fully executed lien waivers in a form acceptable to the Owner from each Subcontractor and supplier associated with prior Applications.

SC-14.02.B.1. Delete paragraph 14.02.B.1 of the General Conditions and replace with the following:

14.02.B.1 Owner will within 10 days after receipt of each application for payment, either continue processing the application or return the application to the Contractor for correction. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Owner may also request Engineer's recommendation of payment.

SC-14.02.B.5 Section should be supplemented with a new section e as follows:

14.02.B.5.e Engineer or Owner is not satisfied with the lien waivers or affidavit submitted pursuant to Paragraph 14.02.A.2.

SC-14.02.C.1. Delete paragraph 14.02.C.1 of the General Conditions in its entirety and insert the following in its place:

14.02.C.1. Within thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due and when due will be paid by Owner to Contractor.

SC-14.02.C.2. Add a new paragraph immediately after paragraph 14.02.C.1 of the General Conditions as follows:

14.02.C.2. In general, work performed by the Contractor during a one-month period will, if the requirements of this Article 14 are met, be paid by the Owner on the fourth Friday of the following month. Applications for a previous month's work must be submitted on or before 20 days of the date of payment in order to allow for Owner review and processing. Applications submitted after that time will generally not be paid until the following month.

SC-14.02.D.1. Delete paragraph 14.02.D.1 of the General Conditions and replace with the following:

14.02.D.1. Owner may refuse to make payments of the full amount requested, or as modified and agreed to by Owner and Contractor, or as recommended by Engineer because:

SC-14.02.D.1.e. Add a new paragraph immediately after paragraph 14.02.D.1.d of the General Conditions as follows:

14.02.D.1.e The Contractor has not conformed with, made submissions required by, or otherwise not met the requirements of Article 6.09. The Contractor's attention is particularly directed to the requirements of submission of certified payrolls required under paragraph 6.09.F.3.

SC-14.02.D.4. Add a new paragraph immediately after paragraph 14.02.D.3 of the General Conditions as follows:

14.02.D.4. items entitling Owner to retain set-offs from the amount recommended, including but not limited to:

14.02.D.4.a. Owner's or Engineer's compensation at an estimated average rate of \$120 per each extra personnel hour for labor plus expenses because of the following Contractor-caused events:

14.02.D.4.a.1. witnessing retesting of corrected or replaced defective Work;

14.02.D.4.a.2. return visits to manufacturing facilities to witness factory testing or retesting;

14.02.D.4.a.3. Submittal review in excess of three reviews by Engineer for substantially the same Submittal;

14.02.D.4.a.4. evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby;

14.02.D.4.a.5. overtime worked by Contractor necessitating Engineer or Owner to work extraordinary overtime. Such overtime would not have been contemplated by Owner at time of Bid opening; or

14.02.D.4.b. liability for liquidated damages incurred by Contractor as set forth in the Agreement.

SC-14.07.A.1. In paragraph 14.07.A.1 of the General Conditions, add the words "and Owner" after the word "Engineer".

SC-14.10. Add a new paragraph immediately after paragraph 14.09.A.2 of the General Conditions as follows:

14.10 Contractor Estimates, as follows:

14.10.A. At the end of the third week of each month, the Contractor shall provide to the Owner and Engineer estimates of the cost of the subsequent month's work.

SC-15.02.A.3. In paragraph 15.02.A.3 of the General Conditions, add the words "or Owner" after the word "Engineer".

SC-15.02.G Add section as follows:

15.02.G. If the Owner gives notice pursuant to this Paragraph, but it is later determined that proper grounds to terminate for cause did not lie, such termination will be treated as termination for convenience pursuant to Paragraph 15.03.

SC-16.01.A Delete paragraph 16.01 in its entirety and insert the following in its place:

16.01.A Dispute Resolution:

16.01.A.1 All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance for final payment as provided by Paragraph 14.09, shall be decided by the courts of the jurisdiction in which the Project is located.

16.01.A.2. In the case of any dispute that is required to be referred to Engineer initially for decision in accordance with Paragraph 10.05.A, no legal proceeding shall be instituted prior to completing Executive Negotiations in accordance with paragraph 10.05.C.2.

SC-17.02.A. In paragraph 17.02.A of the General Conditions, add "or official Owner holidays" after the word "jurisdiction".

END OF SECTION

CONNECTICUT WAGE RATE REQUIREMENTS

NOTE: WAGE RATES ARE SUBJECT TO CHANGE. CONTRACTOR SHALL ACCOUNT FOR ANTICIPATED WAGE RATES. THE OWNER WILL NOT BE RESPONSIBLE FOR ANY COST INCURRED DUE TO WAGE RATE INCREASES DURING ANY TIME OF THE PROJECT.

ATTACHMENT A

Adoption of Form 818

ADOPTION OF FORM 818

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction, Form 818 2020, merged with Supplemental Specifications, dated July 2023, otherwise referred to collectively as “ConnDOT Form 818” is hereby made part of this contract, as modified by the Special Provisions contained herein. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Special Provisions relate in particular to the Oxford Little River Nature Preserve and Municipal Center Phase 1B in the Town of Oxford.

ATTACHMENT B

Notice to Contractor:
Potential Modified Award Schedule

**NOTICE TO CONTRACTOR – POTENTIAL MODIFIED AWARD
SCHEDULE**

The contractor is hereby given notice that this contract may not be awarded until all Federal and State financial approvals have been received. If all financial approvals are not received, this contract may be withdrawn and re-advertised at the discretion of the State, per section XIII of the Construction Contract Bidding and Award Manual. This shall not be the basis for any claims by any bidder.

ATTACHMENT C

State of Connecticut Certificate of Compliance with Connecticut
General Statute Section 31-57b

The following Certificate of Compliance with Connecticut General Statute Section 31-57b form must be completed by the apparent low bidder.

(Seal)

ATTACHMENT D

Contractors Wage Certification Form

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

ATTACHMENT E

Construction Contracts- Required Contract Provisions
(state funded only contracts)

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

Index

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
2. Contractor Work Force Utilization / Specific Equal Employment Opportunity
3. Contract Wage Rates
4. Americans with Disabilities Act of 1990, as Amended
5. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List - Limitation on Awarding Contracts
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 - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
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6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
7. Executive Orders (State of CT)
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10. Connecticut Freedom of Information Act
 - a. Disclosure of Records
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Index of Exhibits

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

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

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

2. Contractor Work Force Utilization / Equal Employment Opportunity

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

3. Contract Wage Rates

The Contractor shall comply with:

The State wage rate requirements indicated in Exhibit E hereof are hereby made part of this Contract.

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 816), as may be revised, every Contractor or subcontractor performing project work on a federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

4. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

5. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

(c) Construction Safety and Health Course. The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or
Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

7. Executive Orders

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

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

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

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor

agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such

provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

9. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

10. Connecticut Freedom of Information Act

- (a) Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- (b) Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must

accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

11. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

12. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit C, and hereby made part of this Contract.

14. Forum and Choice of Law

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be

transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

15. Summary of State Ethics Laws

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

16. Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

17. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit D.

18. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

19. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

20. Consulting Agreement Affidavit

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

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

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

EXHIBIT A**TITLE VI CONTRACTOR ASSURANCES**

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

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

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

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

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

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

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

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

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

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

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

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

STATE FUNDED PROJECTS (only)
APPENDIX A
(Labor Market Goals)

LABOR MARKET AREA GOAL
Female

Minority

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

Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

Lower River	4.3%
1.8%	

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL
Female

Minority

New Haven	17.9%
3.1%	

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

New London	7.4%
3.1%	

Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		

Stamford	33.2%
2.1%	

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington	4.3%
1.8%	

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

Torrington

Warren

Waterbury				12.4%
1.6%				
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

Rev. 4/24/2019

EXHIBIT C

Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. § 17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

- (A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (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.

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 result in the contract being voided.

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any 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 E

(state wages will be inserted here)

ATTACHMENT F

Connecticut State Wage Rates

ID#: 24-57170 Connecticut Department of Labor
Wage and Workplace Standards

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: CC22-0107 Project Town: Oxford
State#: FAP#:
Project: Oxford Little River Nature Preserve and Municipal Center

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	46.21	29.35
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	41.63	34.50
2) Carpenters, Piledrivermen	37.61	27.61
2a) Diver Tenders	37.61	27.61
3) Divers	46.07	27.61
03a) Millwrights	40.56	28.87
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	56.25	25.15
4a) Painters: Brush and Roller	37.62	24.55
4b) Painters: Spray Only	40.62	24.55

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4c) Painters: Steel Only	39.62	24.55
4d) Painters: Blast and Spray	40.62	24.55
4e) Painters: Tanks, Tower and Swing	39.62	24.55
4f) Elevated Tanks (60 feet and above)	46.62	24.55
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	43.4	32.07+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	48.28	35.50
----LABORERS----		
8) Group 1: General Laborers and concrete specialist	33.5	25.59
8) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	33.75	25.59
10) Group 3: Pipelayers	34.0	25.59
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	34.0	25.59

As of: January 17, 2024

12) Group 5: Toxic waste removal (non-mechanical systems)	35.5	25.59
13) Group 6: Blasters	35.25	25.59
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	36.5	25.59
Group 8: Traffic control signalmen	20.1	25.59
Group 9: Hydraulic Drills	34.25	25.59
Group 10: Toxic Waste Removers A or B With PPE	36.5	25.59
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	35.73	25.59 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	34.76	25.59 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	34.76	25.59 + a
15) Form Erectors	35.09	25.59 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		

As of: January 17, 2024

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	34.76	25.59 + a
17) Laborers Topside, Cage Tenders, Bellman	34.65	25.59 + a
18) Miners	35.73	25.59 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	42.22	25.59 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	42.02	25.59 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	40.04	25.59 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	42.81	25.59 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	32.16	30.51 + a
Three Axle Trucks; Two Axle Ready Mix	32.27	30.51 + a
Three Axle Ready Mix	32.33	30.51 + a
Four Axle Trucks	32.39	30.51 + a
Four Axle Ready-Mix	32.44	30.51 + a

As of: January 17, 2024

Heavy Duty Trailer (40 tons and over)	34.66	30.51 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	32.44	30.51 + a
Heavy Duty Trailer (up to 40 tons)	33.39	30.51 + a
Snorkle Truck	32.54	30.51 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	48.37	27.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps;	45.92	27.80 + a

As of: January 17, 2024

Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
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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)	45.14	27.80 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	44.67	27.80 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	41.69	27.80 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	41.69	27.80 + a
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Group 12: Wellpoint Operator.	41.61	27.80 + a
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Group 13: Compressor Battery Operator.	40.92	27.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	39.54	27.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	43.46	27.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	40.54	27.80 + a

****NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	48.36	16.92
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20

As of: January 17, 2024

26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

As of: January 17, 2024

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

ATTACHMENT G

Notice to Contractor- Bid Alternates

NOTICE TO CONTRACTOR – BID ALTERNATES

The Oxford Little River Nature Preserve and Municipal Center (Phase 1B) will be awarded based on the following criteria:

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

DIVISION 01 00 00

GENERAL REQUIREMENTS

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Work of the Contract is shown and described in Drawings entitled:
Oxford Little River Nature Preserve and Municipal Center
Oxford, CT
prepared by
B&B Engineering, LLC
Woodbridge, CT
2. The Work includes the following major items:
 - a. Excavation and Filling for Sidewalk Construction
 - b. Asphalt Sidewalk Construction
 - c. Utilities Improvements
 - d. Drainage Improvements
 - e. Concrete ramps and mountable curbing
 - f. Stone dust pathway

1.02 RELATED SECTIONS

- A. 00 52 13 – Agreement
- B. 00 08 25 – Supplementary Conditions

1.03 SUBMITTALS

A. Informational Submittals

1. Submit shop drawings and plans per the specifications.
2. Submit equipment and material specifications per the contract documents for Owner's Engineer review and approval.

1.04 EXISTING SITE DESCRIPTION

- A. The area of work includes 10 ft wide asphalt sidewalk construction along RT 67 in the Town of Oxford. The area of work will take place on Town owned property in front of the Town Hall, Fire Department, and Department of Education for the construction of the sidewalk. Work on the southern side of RT 67 will include the continuation of an existing stone dust nature preserve trail as well as a paver patio in the area of a nature preserve.

1.05 PROJECT/SITE CONDITIONS

- A. Complete all Work within the Contract Time as set forth in Section 00 52 13.
- B. Existing Conditions
 1. Use of Premises and Off-site Work
 - a. The Work shall occur on the Owner's property and State Right of Way.
 - b. Provide for the disposal of waste materials off-site at a permitted disposal facility in accordance with all applicable local, state, and federal laws.

- c. Adhere to the limits of Work as indicated, to minimize inconvenience to the Owner and protect people and property.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 13 00
OBLIGATIONS OF CONTRACTOR TO OWNER

The Contractor or the Contractor's Project Representative will do the following:

1. Be advised and instructed by the Town of Oxford concerning special working conditions, when the Town becomes aware of such conditions, including hazards if any, involved in the job and/or location in which the contractor and the Contractor's agents will be working or present prior to performing any work activities.
2. Instruct all such agents and employees with respect to such conditions and/or hazards and the property safety precautions to be observed in regard thereto.
3. Ensure that its agents and employees are properly instructed and supervised in full compliance with the Occupational Safety and Health Act as it may apply to General Industry and Construction. All necessary, adequate, and operative protective clothing and equipment will be issued to such agents and employees by Contractor with full instructions for their use.
4. Prohibit the use of intoxicating beverages or illegal drugs among all agents and employees, and specifically supervise this aspect to ensure proper control.
5. Inform the Town's Project Representative or it's Designee and obtain consent to obstruct the path to or block any exit, bring compressed gases or flammable materials on the premises, use any powder-actuated tool, use open-flame torches, establish portable heaters, discharge any material into the environment, nullify or silence any alarm device, or commit any of the foregoing.
6. Provide a list of all chemicals to be brought into or onto Town sites or facilities. The contractor shall provide a Material Safety Data Sheet (MSDS) for all chemicals, chemical products or chemical by-products, and ensure that any user is properly trained in the safe handling and use thereof.
7. Promptly and without undue delay notify the Town's Project Representative or it's Designee of any accident or operational upset whether or not personal injury, equipment, damage, fire or property damage results.
8. Abate or otherwise protect against any condition deemed to create a hazard or threat to safety or property, as may be identified by the Town's Project Representative or it's Designee.

The Contractor or Contractor Representative have read the Town project manual and will ensure that the requirements of the manual are followed at all times throughout the contract.

Date: _____

Signature of Contractor or Contractor's Representative

Signature of Town of Oxford Representative

Signature of Witness

END OF SECTION

SECTION 01 14 00
WORK RESTRICTIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Work Schedule
 - 2. Construction Constraints
 - 3. Available Work Area

1.02 RELATED REQUIREMENTS

- A. 01 32 13 – Scheduling of Construction

1.03 SUBMITTALS

- A. Incorporate the requirements of this Section in the project schedule submitted under Section 01 33 00.

1.04 WORK SCHEDULE

- A. Conduct the Work during daylight hours on Monday through Friday, and within the time between 7:00 a.m. and 5:00 p.m., or as otherwise directed or allowed by the Owner in writing. No work is to be done on Owner's holidays, Saturdays, Sundays or outside of the work hours described above, unless authorization in writing is provided by the Owner.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 32 13
SCHEDULING OF CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - a. Progress Schedule
 - b. Payment Schedule

1.02 RELATED REQUIREMENT

- A. 01 14 00 – Work Restrictions

1.03 REFERENCES

- A. The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry, an Associated General Contractors (AGC) of America publication.

1.04 PROGRESS SCHEDULE

- A. Network Analysis
 - a. Prepare an electronic network analysis using the critical path method under concepts and methods outlined in the current edition of AGC's "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry."
- B. Graphically show the order and interdependence of activities, sequence of Work, how the start of a given activity depends on completion of preceding activities, and how completion of an activity may restrain the start of subsequent activities.
- C. The Work shall be planned by the Contractor and his Project field superintendent in coordination with all Subcontractors and Suppliers whose Work is shown on the Progress Schedule.
- D. Include, at a minimum, the following activities on the Progress Schedule:
 - a. Submittal and approval of Shop Drawings, including Operation & Maintenance manuals
 - b. Procurement of equipment and critical materials
 - c. Installation of equipment and critical materials
 - d. Fabrication of special equipment and material, and its installation and testing
 - e. Final inspecting and testing
 - f. Punchlist
 - g. Final cleanup
 - h. Other activities that may be critical to the Progress Schedule
 - i. All activities of the Owner and the Engineer which affect progress and/or affect required dates for completion of the Work
- E. Take into consideration Shop Drawing submittal and approval time, the delivery times of equipment and materials, Subcontractors' Work, availability and abilities of workmen, weather conditions, any restrictions in operations at the Work site, and all other items that may affect completion of the Work within the Contract Time.
- F. The Progress Schedule shall reflect Work restrictions outlined in Section 01 14 00.

- G. Show information in such detail that duration times of activities will range from one to 15 days. The selection and number of activities shall be subject to the approval of the Owner and Engineer.
- H. The Progress Schedule should show preceding and following event numbers for each activity, description of each activity, and activity duration in calendar days.

1.05 PAYMENT SCHEDULE

- A. Before initiating the Work, submit an estimated monthly rate of Contractor payments for the project.
- B. On the first day of each month, submit a projected estimate of the monthly payment to be submitted for that month and the next month. If the payment schedule deviates significantly from the original projection provided at the start of the Work, submit a revised rate of expenditure schedule.

1.06 SUBMITTALS

- A. Informational Submittals
 - a. Submit four prints of the preliminary Progress Schedule prepared in accordance with Article 2.05 of Section 00 73 00 and the requirements of this section. Progress schedule must be submitted within 10 days after the Effective Date of the Agreement. Progress Schedule must be approved by the Owner and Engineer before the first progress payment will be made.
 - b. Revised analyses - Within 10 days after receipt of the review comments, submit four prints of the Progress Schedule revised in accordance with those comments.
 - c. Before initiating the Work, submit an estimated monthly rate of Contractor payments for the project. If the payment schedule deviates from the original projection, submit a revised rate of expenditure schedule.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

Action Submittals

Informational Submittals

1.01 DEFINITIONS

- A. Action Submittals – includes written and graphic information submitted by Contractor that requires Engineer's approval.
- B. Informational Submittals – includes information submitted by Contractor that does not require Engineer's approval. The Engineer will acknowledge receipt of such documents and provide comments when the submittals lack the detail required by the Contract Documents.

1.02 ACTION SUBMITTALS

A. Shop Drawings

- a. Shop Drawings as defined in the General Conditions, and as specified in individual work sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation drawings, schedule information, piece part drawings, actual shopwork manufacturing instructions, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certification, as applicable to the Work.
- b. Shop Drawings shall be of standardized sizes to enable the Owner to maintain a permanent record of the submissions. Approved standard size drawings shall be
 - i. 24-inches by 36-inches
 - ii. 18-inches by 24-inches
 - iii. 11-inches by 17-inches
 - iv. 8.5-inches by 11-inches
- c. Submit Shop Drawings at the proper time so as to prevent delays in delivery of materials. Coordinate submittals for related or interdependent equipment.
- d. Advise the Engineer in writing of any deviations from the requirements of the Contract Documents.
- e. Check all Shop Drawings regarding measurements, size, materials, and details to determine if they conform to the Contract Documents. Shop Drawings found to be inaccurate, not in compliance, or otherwise in error shall be returned to the Subcontractors or Suppliers for correction before submission to the Engineer. Drawings that are current shall be marked with the date, name, and approval stamp of the Contractor.
- f. All details on Shop Drawings submitted for approval shall show clearly where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the Shop Drawings before being submitted for approval.

- g. Detailed installation drawings (equipment, piping, electrical conduits and controls, etc.) shall be drawn to scale and fully dimensioned.
 - h. No material or equipment shall be purchased or fabricated until the required Shop Drawings have been submitted and approved. Materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by the Shop Drawings.
 - i. Until the necessary approval has been given, do not proceed with any portion of the work, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.
 - j. If submitted equipment requires modifications to the structures, piping, layout, or other details shown on the Drawings, details of the proposed modifications must also be submitted for approval. If such equipment and modifications are approved, perform all Work necessary to make such modifications at no additional cost to the Owner.
- B. Product Data: Product data as specified in individual Sections, include, but are not necessarily limited to, standard prepared data for manufactured products (catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing, and printed product warranties, as applicable to the Work.
 - C. Samples and color selection charts: Provide sample, when requested by individual Specification to establish conformance with the Specifications, and as necessary to define color, texture and pattern selections available.
 - D. Schedule of Values: In accordance with Section 01 29 73.

1.03 INFORMATIONAL SUBMITTALS

- A. Schedule of Submittals
 - a. Submit a preliminary Schedule of Submittals within 10 days of the Effective Date of the Agreement in accordance with Article 2.05 of Section 00 73 00.
- B. Schedule of Manufacturers and Suppliers
 - a. Submit a schedule of manufacturers and Suppliers within 7 days after Notice to Proceed including the names and addresses of the manufacturers and Suppliers of materials and equipment to be incorporated into the Work.
- C. Schedule of Major Products
 - a. Submit a schedule of major products within 30 days after Notice to Proceed including a complete list of major products proposed for use, with specification section number, name of manufacturer, trade name, and model number of each product.
- D. Product Listing and Manufacturers Qualifications
 - a. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards. Specifically identify the products, the anticipated schedule for delivery and storage, and the

estimated value thereof for materials which the Contractor intends to request approval for off-site storage.

- E. Certificates of Compliance
 - a. General:
 - i. Submit sworn certificates from the manufacturer or material supplier that the materials and fabrications provided under the Specification section conform with the Contract Documents.
 - ii. Certificates shall be signed by an officer of the manufacturer's corporation and witnessed by a Notary Public.
 - b. Installer: Prepare written statements on manufacturer's letterhead certifying that installer complies with requirements as specified in individual Specification sections.
 - c. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
 - d. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency, or when specified in individual Specification sections.
 - e. Manufacturer's Certificate of Compliance: In accordance with individual Specification sections.
- F. Application for Payment
 - a. Submit applications for payment in accordance with Section 00 62 76, Application and Certificate for Payment.
 - b. Submit schedule of stored materials when requesting payment for materials not yet installed.
- G. Contract Closeout Submittals: In accordance with Section 01 77 00.
- H. Contractor Design Data
 - a. Written and graphic information
 - b. List of assumptions
 - c. List of performance and design criteria
 - d. Summary of loads or load diagram
 - e. Calculations
 - f. List of applicable codes and regulations
 - g. Information requested in individual Specification section
- I. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.
- J. Schedules - Submit construction progress schedules and schedule updates in accordance with Section 01 32 13.
- K. Statement of Qualifications: Submit evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty subcontractor, trade, specialist, consultant, installer, and other professionals.
- L. Submittals Required by Laws, Regulations, and Governing Agencies

- M. Submit promptly notifications, reports, certifications, payrolls, and other required information as may be required, directly to the applicable federal, state, or local governing agency or their representative.
- N. Transmit to Engineer for Owner's records, one copy of correspondence and transmittals (including enclosures and attachments) between Contractor and governing agency.
- O. Test and Inspection Reports:
 - a. Submit test and inspection reports as required by individual Specification sections.
 - b. Test and inspection reports shall contain signature of person responsible for test or report.
 - c. Reports shall include identification of product and Specification, project name, date and time of test, type of test, location, test results, corrective action required if report indicates test is not in compliance with Contract Documents, interpretation of test results, and other information as required in individual Specification sections.
- P. Testing and Start-up Data: Prepare and submit testing procedures proposed to perform testing required by individual Specification sections.
- Q. Vendor Training Plan: At least two weeks prior to scheduling training of Owner's personnel, submit lesson plans for vendor training in accordance with individual Specification section and manufacturer's Operations and Maintenance Manuals.
- R. Health & Safety Plans: When specified in individual Specification sections, prepare and submit a Health and Safety Plan modified or supplemented to include job-specific considerations.
- S. Submittals stamped by another Professional Engineer: When specified in individual Specification sections, prepare and submit calculations and/or drawings stamped by a Professional Engineer licensed in the State where the work is being performed.
- T. Coordination Drawings: When specified in individual Specification sections, prepare and submit drawings to show how multiple system and interdisciplinary work will be coordinated. Examples are conduit routing diagrams, duct layouts, utility coordination drawings, sprinkler plans etc.
- U. Work Plans: When specified in individual Specification sections, prepare and submit copies of all work plans needed to demonstrate to the Owner that Contractor has adequately thought-out the means and methods of construction and their interface with existing facilities.
- V. Erosion Control Plan: When specified in Contract Documents or required by local ordinances or regulations, prepare and submit copies of erosion control plans.
- W. Shutdown Requests: Submit notification of any outages required (electrical, flow processes, etc.) as may be required to tie-in new work into existing facilities. Unless otherwise specified, provide outage requests a minimum of 7 days notice shall be provided.

1.04 PROCEDURES

- A. Coordination
 - a. Prepare and submit documentation in advance of fabrication and product manufacturer, so that the installation will not be delayed, other related work can be properly coordinated, and there is adequate time for review and resubmission, if required.

- b. Provide no less than 30 days for review of submittals from the time received by the Engineer. For submittals of major equipment, that require more than 30 days to review, due to complexity and detail or those requiring review by multiple engineering disciplines, Engineer will notify Contractor of the circumstances and identify the anticipated date when the submittal will be returned.
 - c. Re-submittals will be subject to same review time.
 - d. No extension of time will be authorized due to failure to provide approvable submittals sufficiently in advance of the Work.
- B. Review Shop Drawings, product data, and samples prior to submission and verify and determine:
 - a. Field measurements
 - b. Conformance with the Contract Documents. Advise the Engineer in writing of any deviations from the requirements of the Contract Documents.
 - c. Delete or strike out information that is not applicable to the Work.
- C. Submit the following number of copies:
 - a. Submittals –Provide 3 sets of submittals.
 - i. 1 copy of original submittal should be sent directly to the Owner. Send 2 other copies to the Engineer.
 - ii. 2 will be retained by the Engineer: 1 for Owner, 1 for Engineer’s file, and 1 for Engineer’s construction observer.
 - iii. At the Contractor’s request, the Engineer may allow electronic submissions provided by the Contractor in PDF format.
 - b. Samples – Provide one unless otherwise noted in the individual Specification section. Sample will be retained by Engineer in the field.
 - c. A maximum of 3 submittals will be returned by the Engineer with notations to the Contractor via First Class United States Postal Service or ground service by other carriers. For submissions which are received in electronic PDF format, the Engineer may return submissions in electronic PDF format.
- D. Numbering: Submissions shall be accompanied by a transmittal form referencing the project name and applicable Specification section. Submittals shall be referenced with consecutive numbering. Resubmittals shall bear the same transmittal number with a sequential letter suffix commencing with "A".
- E. Provide a copy of the Submittal certification form (copy attached at the end of this section) which shall be attached to every copy of each Shop Drawing as required under Article 6.17 C.2 of Section 00 73 00. Apply the Contractor’s stamp and initials or signature certifying that the submission has been thoroughly reviewed for completeness, compliance with the Contract Documents, coordination with adjacent construction and dimensional compatibility. Items submitted without the stamp or that are incomplete will be returned by the Engineer for rework and resubmission.
- F. Provide a copy of the P.E. certification form (copy attached at the end of this section) which shall be attached to every copy of each Submittal stamped by another Professional Engineer. Items submitted without the completed certification form will be returned by the Engineer for resubmission.
- G. Distribute copies of reviewed submittals along with the Engineer’s transmittal to concerned parties with instructions to promptly report any inability to comply with the provisions or integrate the requirements with interfacing work.

H. Partial and Incomplete Submittals

- a. Shop Drawings shall be submitted as a complete package by Specification section, unless otherwise reviewed and approved by the Engineer. It is the intent that all information, materials, and samples associated with each Specification section be included as a single submittal for the Engineer's review.
- b. Engineer will return entire submittals if preliminary review deems it incomplete including:
 - i. Missing or incomplete Submittal certification form
 - ii. Insufficient number of copies
 - iii. Missing content
- c. Partial submittals may be considered, at Engineer's option, only when necessary to expedite the Project.
- d. Partial submittals shall be clearly identified as such on the transmittal to identify missing components.

I. Submittals not required by the Specification will be returned without review or action code.

J. Resubmission

- a. Make corrections and modifications required by the Engineer and resubmit until approved.
- b. Clearly identify changes made to submittals and indicate other changes that have been made other than those requested by the Engineer.
- c. A maximum of two re-submissions of each shop drawing will be reviewed, checked and commented upon without charge to the Contractor (total of 3 submittals). Any additional submissions which are required by the Engineer to fulfill the stipulations of the Contract Documents will be charged to the Contractor.

K. Distribution

- a. Distribute approved Shop Drawings and approved product data to the Project Site and elsewhere as required to communicate the information to Suppliers, Subcontractors, and field personnel.
- b. Samples will be retained by the Engineer at the Site.

1.05 ENGINEER'S REVIEW

- A. The Engineer will review submittals for design, general methods of construction and detailing. The Engineer's review and approval of submittals shall not be construed as a complete check nor does it relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the Engineer's attention to such deviations at the time of submission. It will not extend to means, methods, technique, sequences, or procedures of construction (except where specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.
- B. The Engineer's review of the submittals shall not relieve the Contractor from the responsibility for proper fitting of the Work, or the responsibility of furnishing any work required by the Contract Documents which may not be indicated on the submittals. The Contractor shall be solely responsible for any quantities shown on the submittals.

- C. If the Contractor considers any correction indicated on the submittals to constitute a change to the Contract Documents, the Contractor shall provide written notice to the Engineer at least 7 working days prior to release for manufacture.
- D. When the submittals have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- E. Action submittals as defined in paragraph 1.2 will be reviewed and returned under one of the following codes:
 - a. Approved (Action Code 1) is assigned when there are no notations or comments on the submittal. Equipment or materials may be released for manufacture, provided that it complies with requirements of the Contract Documents.
 - b. Approved as Noted (Action Code 2) is assigned when there are notations or comments on the submittal, but the equipment or materials may still be released for manufacture. All notations and comments must be incorporated in the final product. Resubmission is not necessary.
 - c. Revise and Resubmit (Action Code 3) is assigned when there are notations and comments requiring a resubmittal of the package. Work cannot proceed until the submittal is revised and resubmitted for review.
 - d. Not Approved (Action Code 4) is assigned when the submittal contains non-specified items or does not meet the requirements of the Contract Documents. It may also be assigned when there is a significant amount of missing material required for the Engineer to perform a complete review. The entire package must be resubmitted, revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the Contract Documents.
- F. Informational submittals as defined in paragraph 1.2 do not require approval by the Engineer. Such submittals will be returned under one of the following codes:
 - a. Receipt Acknowledged (Action Code 5) is assigned when the submittal is provided for documentation purposes and is acknowledged as received. Comments may be noted using this action code.
 - b. Revise and Resubmit (Action Code 6) is assigned when there are notations and comments requiring a resubmittal of the package.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SUBMITTAL CERTIFICATION FORM

PROJECT: _____
ENGINEER: _____ ENGINEER'S PROJECT NO.: _____
CONTRACTOR: _____ CONTRACTOR'S PROJECT NO.: _____

TRANSMITTAL NO.: _____ SUBMITTAL NO.: _____
SPECIFICATION NO.: _____ DRAWING NO.: _____
DESCRIPTION: _____
MANUFACTURER: _____

The above referenced submittal has been reviewed by the undersigned and I/we certify that the materials and/or equipment meets or exceeds the project specification requirements; that field measurements, dimensions, quantities, specified performance criteria, installation requirements, materials, catalog numbers and related materials have been verified; that all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work has been determined and verified; that review includes all information related to the contractor's sole responsibility for means, methods, techniques, sequences, and procedures of construction and safety; and item has been coordinated with the overall project with:

□ NO DEVIATIONS

□ A COMPLETE LIST OF DEVIATIONS AS FOLLOWS:

SUBMITTED BY: _____ DATE: _____

GENERAL CONTRACTOR'S STAMP

P.E. CERTIFICATION FORM

The undersigned hereby certifies that he/she is a professional engineer registered in the State of Connecticut and that he/she has been employed by

_____ to design
(Name of Contractor)

(Insert P.E. Responsibilities)

In accordance with Specification Section _____ for the

(Name of Project)

The undersigned further certifies that he/she has performed the said design in conformance with all applicable local, state and federal codes, rules and regulations; and, that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the

_____ (Insert Name of
Owner)

or Owner's representative within seven days following written request therefor by the Owner.

P.E. Name

Contractor's Name

Signature

Signature

Title

Title

Address

Address

SECTION 01 35 53
SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, and miscellaneous restrictions.

1.02 SECURITY PROGRAM

- A. Protect Work, existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program at project mobilization.
- C. Maintain program throughout construction period until Owner occupancy.

1.03 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.

1.04 RESTRICTIONS

- A. Do no work on Sundays.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - a. Products and Materials
 - b. Product Delivery Requirements
 - c. Packaging, Handling and Storage Requirements

1.02 QUALITY ASSURANCE

- A. Review all contract Drawings and Specifications with respect to specific system characteristics, applicability of materials and equipment for the intended purposes, sizes, orientation, and interface with other systems, both existing and proposed, and certify that the materials and equipment proposed will perform as specified prior to submitting shop drawings.
- B. Provide sworn certificates as to quality and quantity of materials where specified or requested by the Engineer.
- C. Obtain concurrence of the Engineer prior to processing, fabricating, or delivering material or equipment.

1.03 PRODUCTS AND MATERIALS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by a single manufacturer unless specified otherwise.
- B. Use only new and first quality material in the Work. Material shall conform to the requirements of these Specifications and be approved by the Engineer. If, after trial, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved materials from other approved sources.
- C. Immediately remove defective materials and equipment from the site, at no additional cost to the Owner. The Contractor may be required to furnish sworn certificates as to the quality and quantity of materials before materials are incorporated in the Work
- D. Engineer has the right to approve the source of supply of all material prior to delivery.

1.04 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- D. Progressively deliver materials and equipment to the Site so there will be neither delay in progress of the Work nor an accumulation of material that is not to be used within a reasonable time.

- E. Deliver products to the Site in their manufacturer's original container, with labels intact and legible.
 - a. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - b. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to the manufacturer, grade, quality, source, and other pertinent information.

1.05 PACKAGING, HANDLING AND STORAGE REQUIREMENTS

- A. Provide storage and handling of all materials and equipment required for the Work.
- B. Except as otherwise indicated in the Contract Documents, determine and comply with the manufacturer's recommendations on product storage, handling, and protection. Provide manufacturer's documentation on recommended storage procedures when requested by the Engineer.
- C. Properly store and protect all equipment immediately upon its arrival. All equipment shall be stored in a clean, dry, heated, secured, and insured indoor facility satisfactory to the Engineer. Equip drive motors with thermostatically controlled strip heaters. Outdoor storage with plastic, canvas, plywood or other cover will not be allowed except where specific approval for designated items not containing electrical components or bearings is obtained from the Engineer. This approval does not relieve the Contractor of responsibility for proper protection of materials.
- D. Familiarize workmen and subcontractors with hazards associated with materials, equipment, and chemicals specified herein and take all necessary safety precautions.
- E. Materials and equipment to be incorporated in the Work shall be handled and stored by the manufacturer, fabricator, supplier, and Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind to the material or equipment.
- F. Promptly remove materials from the site of the Work which have become damaged or are unfit for the use intended or specified. The Contractor will not be compensated for the damaged materials or their removal costs.
- G. Provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished, until the final completion and acceptance of the Work.
- H. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.
- I. All materials and equipment to be incorporated in the Work shall be placed so as to not damage any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Keep materials and equipment neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to the Owner.
- J. No material or equipment will be permitted to be stored in any of the Owner's facilities, unless otherwise approved by the Engineer.

- K. Do not store material or equipment in any wetland or environmentally sensitive area. Stockpile sites shall be level, devoid of mature stands of natural vegetation, and removed from drainage facilities and features, wetlands, and stream corridors.
- L. Contractor shall be fully responsible for loss or damage to stored materials and equipment.
- M. No item judged rusty, corroded or otherwise damaged during storage will be accepted. Any electrical or instrumentation item determined by the Engineer to be damaged shall be removed from the Site and replaced by a completely new item in first class condition. Items not properly stored will not be considered for any partial payment.
- N. Provide protective and preventive maintenance during storage consisting of manually exercising equipment where required, inspecting mechanical surfaces for signs of corrosion or other damage, lubricating, applying any coatings as recommended by the equipment manufacturer as necessary for its protection and other precautions as necessary to assure proper protection of equipment stored.

PART 2 PRODUCTS – NOT USED

PART3 EXECUTION-NOT USED

END OF SECTION

INDEX TO SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 818 and supplements thereto at time of bid (otherwise referred to collectively as "Form 818") is hereby made part of this contract. The Standard Specifications as defined below shall apply to the various items of work which constitute the construction contemplated under this Contract except as amended, supplemented or replaced by the Special Provisions of this Contract and as described herein.

Within the Standard Specifications and Special Provisions of this Contract, the following definitions shall apply:

1. Standard Specifications: Shall mean the State of Connecticut Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 818 and supplements thereto at time of bid.
2. CTDOT, District, State, Department, Commissioner: Town of Oxford or its Engineer, Construction Manager, Inspector or other authorized representative or agent of the Owner.
3. Inspector/Engineer: Engineer, Construction Manager, Inspector or other authorized representative or agent of the Owner.
4. Laboratory: Independent laboratory retained by the Contractor, as approved by the Town of Oxford or its Engineer.
5. Applicable Safety Code: Shall mean the latest edition including any and all amendments, revisions, and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", the State of Connecticut Labor Department, "Construction Safety Code", or State of Connecticut "Building Code", whichever is the more stringent for the applicable requirement.
6. Items: Reference within the text of these Specifications to Items without a number but a title only, are Special Provision Items within this Contract. Sections or Articles referred to with a number refer to the Standard Specifications defined above.
7. Local Regulatory Agency(ies): is defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the Scope of this Contract. They may be as specifically defined within the Special Conditions or Special Provisions, otherwise, the Contractor shall be responsible to determine same in the local area of the Contract and should be cognizant of the limit of jurisdiction within the project area.
8. These Specifications, where used in the text of the Special Provision Items, shall mean the Special Provisions of this Contract.

Payment will only be made for items in the Bid Proposal. Other items may be included in the Standard or Technical Specifications but payment for those items not listed in the Bid Proposal will be included in the cost of other items of work.

In the case of any conflicts between the Special Provisions, Plans, and Standard Specifications, the order of governance in order of descending authority shall be as follows: 1. Special Provisions, 2. Plans, 3. Standard Specifications.

ITEM 0201001A - CLEARING AND GRUBBING

All of the provisions of Section 2.01 of the Standard Specifications shall apply as amended or supplemented by the following:

2.01.01 - Description: Add the following:

In addition, the Contractor shall remove all miscellaneous debris, including garbage/trash/rubbish, as directed by the Engineer. This item shall also include the removal and resetting of mailboxes; removal and disposal of existing headwalls, and miscellaneous concrete; removal and/or resetting of fences and walls; protecting and maintaining existing structures, removal and resetting of landscape edging; removal and reinstallation of plants; new mulch where existing mulch is disturbed; protection of landscape beds, shrubs, and existing trees, all as shown on the plans or directed by the Engineer.

All material shall be disposed of offsite by the Contractor in a proper manner in accordance with current regulatory standards and in legally acceptable disposal areas at no additional cost to the Owner.

The resetting of iron pins and/or monuments disturbed by construction activities shall also be included in this item and shall be reset by a Connecticut licensed surveyor.

Two weeks prior to the start of any clearing operations the contractor shall notify the Engineer in writing.

2.01.03- Construction Methods: Add the following:

All trees to be removed shall be marked and the Town of Oxford shall be notified a minimum of 7 days prior to clearing. The marked trees shall be reviewed by the Town of Oxford Tree Warden.

If mailboxes are to be replaced, all mailboxes must be approved by the Postmaster General prior to installation. Use a 4"x4" pressure-treated wooden post, buried approximately 24" deep. Excavate hole for post and place approximately 1 C.F. of 3,000 psi concrete. Place wooden post into hole containing concrete. Support the post for 48 hours until concrete has cured.

Position the mailbox 41" to 45" from the road surface to the bottom of the mailbox. Place mailbox front 6" to 8" from the back of the curb. If no curb, then 6" to 8" from the edge of the road. Place adhesive brass numerals of house number onto both sides of the mailbox.

2.01.05 - Basis for Payment: Add the following:

All costs incidental to the work included in the "Description" section above shall be included in the lump sum price for "Clearing and Grubbing".

Pay Item	Pay Unit
Clearing and Grubbing	LS

ITEM 0219011A - SEDIMENTATION CONTROL AT CATCH BASINS

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

Materials: The sediment control device shall be manufactured from a specially designed woven polypropylene geotextile sewn by a double needle machine, using a high strength nylon thread.

The sediment control device will be manufactured to fit the opening of the catch basin or drop inlet. The sediment control device 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 sediment control device shall have a restraint cord approximately halfway up to keep the sides away from the catch basin walls, this cord is also a visual means of indicating when the sediment control device should be emptied. Once the strap is covered with sediment, the sediment control device 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, cleaned, 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 materials, equipment, tools, and labor incidental thereto.

Pay Item	Unit
Sedimentation Control at Catch Basin	Ea.

ITEM #0303060A- PAVER PATIO

Description: Work under this item shall consist of excavation, compaction of subgrade, placement of processed aggregate, class “F” concrete and concrete pavers for the construction of a paver patio.

The work shall also include the use of neoprene tack coat and adhesive, polyethylene filler, class 2 bituminous concrete and sweeping joints with polymeric sand.

Materials: The materials for this work shall comply with requirements and regulations of the specifications for roads, bridges, facilities, and incidental construction (Form 818) as specified as section 2.09, 6.02, M.03, M.04.01.

Neoprene Tack Coat, ½” expansion joint polyethylene filler and Polymeric Sand shall conform to Manufacturer’s requirements. Concrete pavers shall be manufactured by Unilock New England and shall conform to all manufacturer’s specifications for the Holland style in standard finish or an approved equal.

Construction Methods: Patio area shall be of the depth and cross-section shown on the plans. 8” of processed aggregate shall be placed and compacted on top of the compacted subgrade. After the fillers are set and concrete is cured, for a minimum 48 hours shall be laid. Class “F” concrete shall be poured and reinforced with wire welded wire fabric of proposed volume as shown in details. The maximum concrete base shall be screed with a float finish and pitched to grade. Expansion joint polyethylene fillers shall be used as per the manufacturer’s requirements or as directed by Engineer. After the fillers are set, ¾” of compacted class 2 bituminous concrete setting bed shall be laid. Suitable tack coat materials and adhesive are used for bonding between pavers and concrete bed. Pavers with butt tight joints shall be used or as per manufacturer’s instructions. Joints shall be swept with polymeric sand or as directed by Engineer. All the requirements shall be conformed according to their respective Sections as mentioned above.

Method of Measurement: This work will be measured for payment by the number of square feet of install paver patio, complete in place which price shall include all materials, tools, labor, and work incidental there to; all necessary excavation and disposal of surplus material will not be measured for payment but shall be included in the unit cost for Paver Patio.

Basis of Payment: This work will be paid for at the Contract unit price per square foot for the paver patio, complete in place which price shall include materials, tools, labor, and work incidental there to; all necessary excavation and disposal of surplus material.

Pay Item	Pay Unit
Paver Patio	S.F.

ITEM #0901005A - BOLLARDS

Description: This item shall consist of furnishing and installing a bollard of the type and size as specified on the plans which shall include a collapsible low profile heavy duty hinged bollard, base plate and concrete foundation.

Materials: Fold down bollards will consist of 36" high rectangular steel bollards with mounting steel plate, anchor bolts and concrete footing or as recommended by the manufacturer. Bollards shall be painted yellow, and shall have a minimum of 3, 1-inch wide strips of reflective tape wrapped around the upper 6 in. of each bollard to increase visibility or similar safety label affixed to each side of bollard. Allow 4 in of clearance to base when in down position. The materials for the concrete foundation shall meet the requirements of Section 10.02.02 of the Standard Specifications.

Construction Methods: Bollard foundation shall be constructed in accordance with the pertinent provision of 6.01.03 of the Standard Specifications. The finished elevation of the top of the foundation shall be flush with the top of the pavement course of the asphalt sidewalk. The top of the foundation shall be level in all respects. Concrete for the foundation shall be placed monolithically against undisturbed soil for poured in place foundations. The concrete may be placed against the sides of the excavation, however, the exposed portion of the foundations shall be formed to the neat lines as shown on the plans.

After the forms have been completely removed, the entire excavation shall be backfilled in accordance with 2.14 of the Standard Specifications. Install bollard base true and level on foundation with selected anchor system per recommendation from manufacturer.

Install bollard post to base using hinge bolt, flat washer, and hex nut as recommended by the manufacturer. Tack weld hex nut to hinge bolt or chisel hinge bolt threads such that hex nut cannot be easily removed.

Install locking pin thru UP position bollard post, and secure with hex nut. Pad lock shall be provided by the Town.

Install labels at shown locations on bollards.

Method of Measurement: Bollard of the type specified shall be measured for payment by the number of units installed and accepted. Concrete, reinforcement, excavation and fixtures will not be measured for payment but will be included in the unit cost for Bollard.

Basis of Payment: Bollards will be paid for at the contract unit price each complete in place and accepted, which price shall include all materials, equipment, tools, and labor incidental thereto. Concrete footing unit price shall be included in unit price for bollards, where the price shall include all materials, equipment, tools, and labor incidental thereto.

Pay Item
Bollard

Pay Unit
Each

ITEM 0921022A – STONE DUST TRAIL SURFACE

Description: The work shall consist of furnishing, placing and compacting crushed limestone in conformity with the lines, grades, thicknesses and typical sections shown on the plans, or as determined by field conditions and ordered by the Engineer.

Materials: Material shall consist of crushed limestone. All materials furnished shall be well graded and free from unsuitable materials. All processing shall be completed at the source.

A. Gradation

Sieve Size Designation	Percent Passing by Weight
¼ inch	100
#10	55-75
#40	20-40
#200	7-15

B. Soundness. Material will be accepted on the basis of a Magnesium Sulfate Soundness Loss after 4 cycles of 20 percent or less.

C. Plasticity Index. The Plasticity Index of the material passing the #40 mesh sieve shall not exceed 5.0.

Construction Details: The crushed limestone course shall be placed to grade with a paver. The Engineer may waive this requirement, in writing, for locations where it is deemed not practical. In these situations, trucks shall be carefully unloaded on the grade at locations which minimize the distance the material must be moved. Uncontrolled spreading from piles dumped on grade will not be permitted.

Material shall be compacted in accordance with the requirements of 2.02.03 of the Standard Specifications. A minimum of 95% of Standard Proctor Maximum Density will be required. Should the processed aggregate become mixed with the crushed limestone course or any other material, the Contractor shall, at his expense, remove such mixture and replace it with approved materials.

The Contractor shall assume full responsibility for any contamination and degradation of any part of this course during construction and shall, at no cost to the Town, remove any and all portions of this course which does not conform to the requirements of this specification and replace these portions with approved material.

Method of Measurement: The quantity to be paid for under this item will be the number of square feet of material complete in place. The unit price bid for this work shall include the cost of furnishing all labor, material and equipment necessary to complete the work. The cost of adding water shall be included in the price bid. No direct payment will be made for losses of material resulting from erosion or any other cause. The cost of such losses shall be included in the price bid for this item.

Basis of Payment: Payment for this work shall be at the Contract unit price per square foot of Stonedust Trail Surface, complete in place which price shall include all materials, tools, labor and work incidental there to.

Pay Item	Pay Unit
Stonedust Trail Surface	S.F.

ITEM#0921002A – MOUNTABLE CONCRETE CURB

All of the provisions of section 9.21 of the Standard Specifications shall apply as amended or supplemented by the following:

Description: Add to this section with the following;
This item shall also include the mountable concrete curb.

Materials: Add to this section with the following:
Reinforcement shall meet the requirements of M.06.01

Construction Methods: Add to this section with the following:

Saw cutting adjacent pavement shall be a minimum of 24" from the face of the proposed face of curb and shall be to neat, straight line.

The contractor shall protect the mountable curb from damage until it is opened to traffic. The mountable curb shall not be opened to traffic until the attainment of a compressive strength of 3000 psi. Any damage occurring prior to the Engineer opening the mountable curb shall be repaired or replaced at the Contractor's expense.

Method of Measurement: Add to the following:

1. Saw Cutting: Will not be measured for payment, but the cost shall be included in the contract price for mountable concrete curb.
2. Reinforcement: Will not be measured for payment, but the cost shall be included in the contract price for mountable concrete curb.
3. Mountable Concrete Curb: This work will be measured for payment by the actual number of square feet of completed and accepted mountable concrete curb installed.

Basis of Payment: Construction of a mountable concrete curb will be paid for at the Contract unit price per square foot for "Mountable Concrete Curb" complete and accepted in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, granular fill or reclaimed miscellaneous aggregate base, curing compound, equipment, tools, materials, and labor incidental thereto.

Pay Item	Pay Unit
Mountable Concrete Curb	S.F.

ITEM #922001A – BITUMINOUS CONCRETE SIDEWALK

All of the provisions of Section 9.22 of the Standard Specifications shall apply as amended or supplemented by the following:

Method of Measurement: Replace this section with the Section 4.06.04 of Form 818

Basis of Payment: Replace this section with the following:

The furnishing and placing of bituminous concrete will be paid for at the Contract unit price per ton for HMA S0.375 that is installed for Bituminous Concrete Sidewalk.

All costs associated with cleaning the surface to be paved, including mechanical sweeping are included in the general cost of the work. All costs associated with constructing longitudinal joints are included in the general cost of the work.

Pay Item	Pay Unit
Bituminous Concrete Sidewalk	Ton

ITEM 0950019A - TURF ESTABLISHMENT-LAWN

All of the provisions of Section 9.50 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Materials: Revise as follows:

The materials for this work shall conform to the requirements of Section M.13 except that the Seed Mixtures in M.13.04 shall be replaced with the following Seed Mixture:

<u>Percent by Weight</u>	<u>Common Name</u>	<u>Scientific Name</u>
25	Abbey Kentucky Bluegrass	Poa pratensis
15	Envicta Kentucky Bluegrass	Poa pratensis
15	Ambrose Chewing Fescue	Festuca rubra
20	Manhattan Ryegrass	Lolium perenne
25	Pennlawn Red Fescue	Festuca rubra

Construction Methods: Add the following

The rate of application of seed mixtures shall be 225 lbs per acre.

Basis Of Payment: Add the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Turf Establishment – Lawn	S.Y.

SECTION 9.71 - MAINTENANCE AND PROTECTION OF TRAFFIC

All of the provisions of Section 9.71 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

9.71.01 Description: Add the following:

The Contractor shall maintain and protect traffic as described by the following:

The Contractor shall maintain and protect traffic in accordance with the current edition of "The Manual on Uniform Traffic Control Devices (MUTCD), Part VI", The portions of streets over which traffic is maintained shall be kept in such condition that traffic will be safely and adequately accommodated.

The Contractor shall furnish erect, light, and maintain such signs, barricades, barrels, flashers and warning lights as needed or directed by the Engineer, for the regulation and protection of traffic and pedestrians. Such signs, barricades, barrels, flashers, and warning lights shall be used to safely and adequately keep pedestrians, including handicapped persons, and vehicles from equipment, materials, obstacles, excavations, and newly constructed structures.

The Contractor shall sweep areas as required and/or directed by the Engineer.

At no time, unless otherwise approved by the Engineer, shall the Contractor close or cause to be closed any portion of roadways beyond what is stipulated herein, or on the plans, as necessary to perform the work.

The Contractor shall be required to provide and/or relocate any required roadway safety measures (e.g. Construction Barricades, Traffic Cones, Drums, etc.) as shown on the plans or as directed by the Engineer or Town. The costs for these measures will be measured and paid for under those specific contract items.

1. PROJECT ROAD

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction. Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor will be permitted to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 11 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet.

Where turn lanes exist, the Contractor shall provide an additional 10 feet of paved travel path to be used for turning vehicles only. This additional 10 feet of travel path shall be a minimum length of 150 feet. It shall be implemented so that sufficient storage, taper length, and turning radius are provided.

The Contractor shall be allowed to halt traffic for a period of time not to exceed 10 minutes for the purpose of performing necessary work, including installing transverse drainage runs and utility relocations, with the approval of the Engineer, between the hours of 9:00 a.m. and 3:00 p.m. 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.

During the allowable period, the Contractor shall excavate a reasonable length of the full width proposed roadway and install subbase to the permanent locations and elevations as shown on the cross sections, or as directed by the Engineer, prior to the end of that workday. The full width of the roadway shall be constructed for each section of roadway disturbed. Binder course pavement must be installed to the permanent locations and

elevations as shown on the cross sections, or as directed by the Engineer, once 500 L.F. of subbase has been installed and completed, and prior to the end of that workday. At the end of each workday the Contractor shall also construct a processed aggregate ramp between the unpaved section and the existing pavement. All temporary connections to abutting driveways and existing roadways must be accomplished in a satisfactory manner prior to the end of each workday. The length of roadway to be opened up at a time shall be approved by the Engineer on a weekly basis.

The final course of pavement shall only be installed once the binder course has been installed for the entire project.

2. COMMERCIAL AND RESIDENTIAL DRIVEWAYS

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits unless the Contractor has first negotiated alternate arrangements with the property owners or business proprietors or as otherwise noted on the plans. All driveways shall be accessible to delivery trucks at all times throughout construction. Driveway construction shall be coordinated with the property owners. At a minimum, temporary graded surfaces shall consist of subbase, processed aggregate base, granular fill, or other suitable materials approved by the Engineer. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed, unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure. The cost for installation and maintenance of all such temporary access shall be included in the Maintenance and Protection of Traffic item. If temporary access is to be provided longer than five days, then a temporary bituminous concrete driveway will be installed in accordance with the specifications and paid for under "Maintenance and Protection of Traffic".

9.71.03 Construction Method: Add the following:

Unpaved travel paths will only be permitted for areas requiring full depth and full width reconstruction, in which case, 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 that the structures are visible day and night, unless there are specific contract plans and provisions to temporarily lower these structures prior to the completion of work.

When the installation of all 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 3-foot shoulder between the work area and travel lanes, with traffic drums spaced every 50 feet. 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.

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

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

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

3. 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 and as directed by the Engineer.

4. REQUIREMENTS FOR WINTER

The Contractor shall schedule a meeting with representatives from the Department including the offices of Maintenance and Traffic, and the Town of Oxford 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.

5. 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.

6. SECONDARY AND LOCAL ROADWAYS

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

7. INTERIM PAVEMENT MARKINGS

The Contractor shall install painted pavement markings, which shall include centerlines, shoulder edge lines, lane lines (broken lines), lane-use arrows, and stop bars, on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the workday/night. If the next course of bituminous concrete pavement will be placed within seven days, shoulder edge lines are not required. The painted pavement markings will be paid for under the appropriate items.

If the Contractor will install another course of bituminous concrete pavement within 24 hours, the Contractor may install Temporary Plastic Pavement Marking Tape in place of the painted pavement markings by the end of the workday/night. These temporary pavement markings shall include centerlines, lane lines (broken lines) and stop bars; shoulder edge lines are not required. Centerlines shall consist of two 4-inch-wide yellow markings, 2 feet in length, side by side, 4 to 6 inches apart, at 40-foot intervals. No passing zones should be posted with signs in those areas where the final centerlines have not been established on two-way roadways. Stop bars may consist of two 6-inch-wide white markings or three 4-inch-wide white markings placed side by side. The Contractor shall remove and dispose of the Temporary Plastic Pavement Marking Tape when another course of bituminous concrete pavement is installed. The cost of furnishing, installing, and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

If an intermediate course of bituminous concrete pavement will be exposed throughout the winter, then Epoxy Resin Pavement Markings should be installed unless directed otherwise by the Engineer.

8. FINAL PAVEMENT MARKINGS

The Contractor should install painted pavement markings on the final course of bituminous concrete pavement by the end of the workday/night. If the painted pavement markings are not installed by the end of the workday/night, then Temporary Plastic Pavement Marking Tape shall be installed as described above and the painted pavement markings shall be installed by the end of the workday/night on Friday of that week.

If Temporary Plastic Pavement Marking Tape is installed, the Contractor shall remove and dispose of these markings when the painted pavement markings are installed. The cost of furnishing, installing, and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

The Contractor shall install permanent Epoxy Resin Pavement Markings in accordance with Section 12.10 entitled "Epoxy Resin Pavement Markings, Symbols, and Legends" after such time as determined by the Engineer.

9. 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.

10. TRAFFIC CONTROL PATTERNS

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

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards

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

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

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

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

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

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

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

11. 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.

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 9.70, Traffic persons
 - 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 advance 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 advance warning signs.
- 3.c) Stopping traffic may be allowed:
 - As per the contract for such activities as blasting, steel erection, etc.
 - 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 advance 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 advance 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 travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 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 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 5.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.
- 5.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.
- 5.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.
- 5.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.

9.71.05 Basis of Payment: Add the following:

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include furnishing, installing, and removing the material for the temporary traversable slope (4H:1V) in those areas where a longitudinal dropdown exists. It shall also include furnishing, installing, and removing the material for the temporary transition in those areas where a transverse dropdown exists.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports and foundations if necessary during construction of the project.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include the cost for installation and maintenance of all temporary access to all commercial and residential properties, including but not limited to temporary graded surfaces consisting of subbase, processed aggregate base, granular fill, or other suitable materials approved by the Engineer.

The adjustments or modifications to the permanent drainage structures, including but not limited to the resetting of catch basin and manhole tops as necessary, to facilitate temporary drainage measures prior to final paving shall be paid for under the item "Maintenance and Protection of Traffic".

The removal of all existing and temporary line striping and pavement markings, as required by the specifications, throughout the duration of the project shall be paid for under the item "Maintenance and Protection of Traffic."

ITEM #0992090A- PARK BENCH WITH CONCRETE SLAB

Description: Work under this item shall consist of the procurement, construction and placement of the park bench and concrete base slab as shown on the plans or as directed by the Engineer.

Materials: The park bench shall be “the savannah bench” provided by supplier The Park Catalog, Delray Beach, Florida or an approved equal steel slat bench. The Contractor shall provide specifications to the Engineer for approval. The park bench selected shall be a 6” long steel slat bench. The seats shall be fabricated with steel tubing. The seat back shall be 1-1/2” x 1/4” flat steel strips. Front and top rails shall be 1”x2”x13 ga. Steel rectangular tubing. The top rail shall be rolled to form a top arch. The bench frame shall be fabricated from 2”x2”x11 gauge pre-galvanized steel square tubing. All mounting plates and fasteners shall be steel and electrically MIG welded. The steel slat bench shall be coated with an oven fused functionalized polyethylene copolymer-based thermoplastic. Spray coating application with superior mechanical performance, impact resistance and UV-stability. Bench selected shall be manufactured with the necessary hardware to be anchored to a concrete slab.

Concrete and subbase material shall comply with the specifications of the 818.

Construction Methods: Area of concrete slab shall be excavated, and the subgrade shall be compacted with a plate compactor. 8” of clean 1-1/4” processed aggregate shall be placed in excavation to the dimensions shown on the plan. Material shall be compacted in accordance with the 818 specifications. Class “F” concrete slab shall be poured and reinforced per the plans or as directed by the Engineer. Concrete shall be allowed to cure prior to installation of park bench. Park bench shall be assembled and anchored to concrete slab in accordance with manufacture’s recommendations.

Method of Measurement: This work will be measured for payment by the number of installed park benches and concrete slabs installed, complete in place which price shall include all material, tools, labor, and work incidental there to; all necessary excavation and disposal of surplus material. Excavation below the finished grade of each slab, backfilling and disposal of surplus material will not be measured for payment; but the cost shall be included in the Contract price for Park Bench with Concrete Slab. Processed Aggregate base will not be measured for payment, but the cost shall be included in the Contract price for Park Bench with Concrete Slab. Reinforcement material will not be measured for payment, but the cost shall be included in the Contract price for Park Bench with Concrete Slab.

Basis of Payment: This work will be paid for at the Contract unit price per park bench with concrete slab, complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus materials and all materials, tools, labor, and work incidental there to.

Pay Item	Pay Unit
Park Bench with Concrete Slab	EACH

ITEM #100101A – ELECTRICAL CONDUIT (SIZE)

All of the provisions of Section 10.08 of the Standard Specifications shall apply as amended or supplemented by the following:

Description: Contractor shall provide drawings and specifications for the size, kind, and type of conduit suitable per the chosen decorative light pole with single luminaire.

Basis of Payment: Add to this section the following:

This work will be paid for at the Contract unit price per linear foot for “Electrical Conduit (Size)”.

Pay Item	Unit
Electrical Conduit (Size)	L.F.

ITEM#10200001A – Pedestal Service

Description: This work shall consist of installing and maintaining Pedestal Service at the locations and as shown on plans and as directed by the engineer.

Materials: The Pedestal Service footings shall be air entrained Class SI, Portland cement concrete, with a three inch maximum slump and a minimum 14 day compressive strength of 3000 psi. The Pedestal Service shall be constructed using materials listed below:

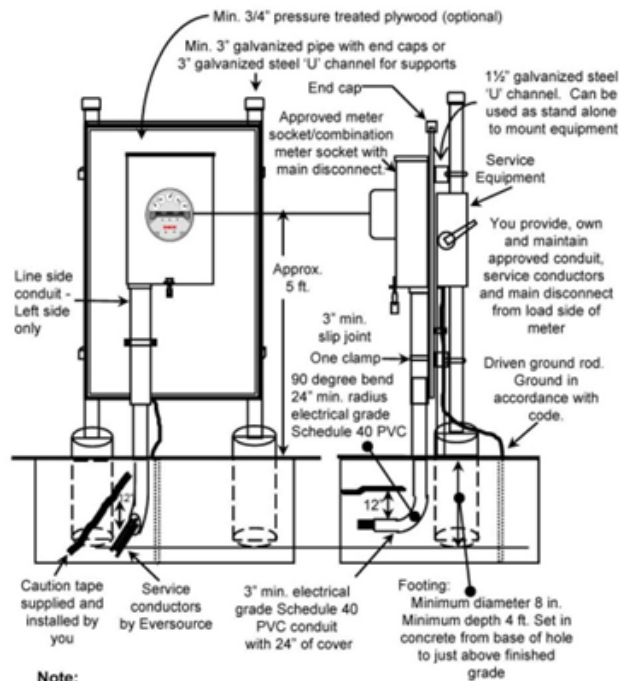
Item #	Description	Quantity
--- SITE ---		
1057	3" GRC	20
1188	3" PVC Conduit	50
1601	3" Locknut	2
1613	3" Plastic Bushing	2
1680	1/2" Grounding Bushing	1
1714	1-1/2" Offset Nipple	1
1793	1/2" X Close Nipple	1
2081	3" PVC Male Adaptor	2
2135	3" PVC Coupling	2
2147	3" PVC Elbow	2
2366	3" Conduit Hanger w/Bolt	2
2389	3" Unistrut Strap-Rigid	4
2479	1G WP Bell Box-(3)1/2" Hubs	1
2661	#10 THHN CU Stranded Wire	10
2662	#8 THHN CU Stranded Wire	15
2664	#4 THHN CU Stranded Wire	20
3079	3/16" Pull Line	53
3339	40A 600V RK5 Time Delay Fuse	3
4208	100A Single Phase Meter-Nema 3R	1
5057	1G WP Blank Cover	1
5503	18"Wx36"D Hand Dug Trench-Sandy Soil	0
5585	12"Wx36"D Backfill & Compaction	2
5606	3000# Concrete (Cu. Yards)	2
5696	1800 Watt Photo cell - Button	1
5698	Photo Cell - Thermal Locking Type	0
5932	Unistrut (Deep)	25
5935	Cut 12 Gauge 1-5/8x1-5/8 Channel (labor)	5
5936	1/4" Spring Nut	12
5943	1/4" Flat Washer	12
5955	5/8"x8' Copper Ground Rod	1
5960	5/8" Ground Rod Clamp	1
53016	1/2" L-Bracket	4
1234843	3/4x4x8' Plywood	1
1234844	4x4x12' P.T. Post	2
1234888	3-INCH 24-INCHES LONG SPLIT SLIP ME	1
1235012	3-INCH MALLEABLE IRON CAPPED BUSHIN	2
DIS	100A/3P 600V HD Fus Safety Sw-NEMA3R	1

Construction Methods: The footings shall be set so that the top six inches remain above the finished grade line. Before pouring concrete, the bottom of the footing cavity shall be free from debris, loose earth, and water. The portion of the foundation below the formed portion required shall be poured against the undisturbed earth sides of the hole. The minimum depth of foundation shall be 4 feet below grade and meet footing manufacturers' minimum specifications.

The exposed portion of the footings shall be finished smooth. The top shall be level within one-sixteenth inch from side to side and flat within plus or minimum one-sixteenth inch. Shims and grout shall not be permitted to plumb the pole.

The Engineer shall be notified at least 24 hours prior to the installation of the footings. No concrete will be placed until the Engineer has inspected and has approved the depth of the excavation, and the character and condition of the foundation material.

FIGURE 15
Permanent Pedestal Service - Site Built
 (Manufactured Meter Pedestals May Be Used - Refer To Approval List)



Note:

Single-phase 120/208 volt Network, Three-phase 208Y/120 volt Network and Three-phase 480Y/277 volt services shall be cold sequenced.

Method of Measurement: Pedestal Service and footings will be measured as each installed, cleaned, maintained, accepted, and removed. There will be no separate measurement for maintenance or replacement associated with this item. Excavation and bedding material including backfill will not be measured for payment but will be included in the unit cost for pedestal service.

Basis of Payment: Pedestal Service will be paid for at the contract unit price each complete in place and accepted, which price shall include all materials, equipment, tools, and labor incidental thereto.

Pay Item	Unit
Pedestal Service	EACH

ITEM#1002110A – Decorative Light Pole Foundation

All of the provisions of section 10.02 of the Standard Specifications shall apply as amended or supplemented by the following:

Description: Add to this section with the following:

This work shall consist of furnishing and installing decorative light pole foundation at the locations and as shown on plans and as directed by the engineer.

Construction Methods: Add to this section with the following:

The footings shall be set so that the top six inches remain above the finished grade line. Before pouring concrete, the bottom of the footing cavity shall be free from debris, loose earth, and water. The portion of the foundation below the formed portion required shall be poured against the undisturbed earth sides of the hole. The minimum depth of foundation shall be 6 feet below grade and meet footing manufacturers' minimum specifications.

The exposed portion of the footings shall be finished smooth. The top shall be level within one-sixteenth inch from side to side and flat within plus or minimum one-sixteenth inch. Shims and grout shall not be permitted to plumb the pole.

The Engineer shall be notified at least 24 hours prior to the installation of the footings. No concrete will be placed until the Engineer has inspected and has approved the depth of the excavation, and the character and condition of the foundation material.

Method of Measurement: Add to this section with the following:

Decorative Light Pole Foundation of the type specified shall be measured for payment by the number of units installed and accepted. will be measured as each installed, accepted. This measurement shall include the electrical conduit sweeps. Rock in foundation excavation will be measured from the top of the rock to the bottom of rock excavation. Gravel and backfill material will not be measured for payment but shall be included in the unit price for Decorative Light Pole Foundation.

Basis of Payment: Add to this section with the following:

Decorative Light Pole Foundation will be paid for at the Contract unit price each for “Decorative Light Pole Foundation” of the type called for, which price shall include all materials, equipment, forms, excavation, disposal of surplus material, concrete, reinforcement, electrical conduit sweeps, conduit caps, round rod, sleeves, boning bushes, anchor bolts, backfill, labor and material. When rock is encountered within the limits of the excavation, its removal will be paid for at the Contract unit price per vertical foot for “rock-in-foundation excavation” which price shall include any additional excavation to remove the rock and any additional concrete required to fill the excavation beyond the designed foundation hole dimensions.

Pay Item	Unit
Decorative Light Pole Foundation	EACH

ITEM #1003585 – DECORATIVE LIGHT POLE WITH SINGLE LUMINAIRE

Description: Work under this item shall consist of the procurement, construction and placement of the decorative light pole with single luminaire

Materials: The decorative light pole shall be the “Hancock” series aluminum light pole as manufactured by Spring City Electrical Mfg. Co. or an approved equal. The pole height shall be 10’ in height and color shall be black. The contractor shall submit the specifications to the Engineer for approval.

The luminaire shall be dark sky compliant and meet all local and state lighting regulations. The luminaire shall be the Yorktown Series as manufactured by Spring City Electrical Mfg. Co. or approved equal. The luminaire shall be equipped with a 40W LED light engine, 3000L CCT, IESNA Type III Distribution with a B-U-G rating of B1-U0-G1. The luminaire specifications shall be submitted to the Engineer for approval. The luminaire shall be consistent with the rural characteristic of the Town of Oxford.

Construction Methods: The light pole and luminaire shall be installed by an electrician licensed in the state of Connecticut. All construction methods and practices shall comply with local and state regulations.

Method of Measurement: This work will be measured for payment by the number of installed decorative light pole with single luminaire, complete in place which price shall include all material, tools, labor and work incidental there to.

Basis of Payment: This work will be paid for at the Contract unit price per decorative light pole with single luminaire, complete in place which price shall include materials, tools, labor and work incidental there to; all necessary excavation and disposal of surplus material.

Pay Item	Pay Unit
Decorative Light Pole with Single Luminaire	EACH

ITEM #1206023A - REMOVAL AND RELOCATING OF EXISTING SIGNS

Description: 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.

Construction Methods: 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.

Method Of Measurement: 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.

Basis Of Payment: 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 #1220027A - CONSTRUCTION SIGNS

All of the provisions of Section 12.20 of the Standard Specifications shall apply as amended or supplemented by the following:

12.20.01 -Description: Add the following:

In addition, work under this item shall consist of the procurement and placement of signage required by the Connecticut Connectivity Grant Program and CTDOT. The Contractor shall furnish and place a minimum of one (1) sign as described in this specification. The following information shall be printed on the sign in the configuration and size as depicted in Figure 1.

South Sidewalk Expansion Project
Community Connectivity Grant Program
Constructed in cooperation with the
State of Connecticut
Ned Lamont, Governor
Department of Transportation
Joseph Giulietti, Commissioner
and the
Town of Oxford
First Selectman George Temple

12.20.02 -Materials: Add the following:

SIGN PANEL: Signs should be made from suitable materials to perform effectively for a minimum of 3 years. Example of allowable materials include ¾" MDO-EXT-APA Plywood or 0.125-gauge sheet aluminum. The following types of materials shall not be used: mesh, non-rigid, roll-up, corrugated or waffle board types substrates, foam core and composite aluminum sign substrates.

Suitable attachments shall be provided so that the signs can be firmly attached to the sign supports without causing damage to the signs.

Signs may be painted or use non-reflective plastic sheeting. Paint shall be extremely durable, high quality, semi-gloss enamel resistant to air, sun and water. Non-reflective plastic sheeting shall be permanently adhered to the backing. The material shall withstand 3 years' vertical, south-facing exterior exposure.

COLORS: All letters and symbols shall be blue code #0000FF, rgb (0, 0, 255), pantone 294, or approved equal. Background shall be white code #FFFFFF, rgb (255, 255, 255), or approved equal. If plywood is used for the sign panel, the back of the panel shall be painted matte black.

TYPEFACE: Helvetica Medium

SIGN SUPPORT: Sign panels shall be attached to vertical sign support posts. All sign supports shall have breakaway features that meet AASHTO requirements contained in the current "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals". The breakaway features shall be structurally adequate to carry the sign

panel at 60-mph wind loading. Installation shall be in accordance with the manufacturer's recommendations. A minimum 2-ft embedment depth below the ground line is required.

12.20.03-Construction Methods: Add the following:

LOCATION: The signs SHALL be installed parallel to the travelway, so they are NOT easily viewable by drivers, as the signs are not MUTCD compliant and not intended to be roadway signs.

The lateral offset from the edge of road to the face of sign should be 6-12 feet. 12 feet is preferred where space is available for installation. When installed on a trail, the lateral offset should be 2 feet.

The bottom of the sign should be mounted 7 feet above the edge of road.

DURATION: The signs shall be erected for the life of the construction project. This means that they should be erected only after Notice to Proceed has been given to the contractor and should be removed with all other construction related signs at the end of the project considered to be the point that acceptance of the construction work is given.

Pay Item	Pay Unit
Construction Signs	S.F.



Figure 1

ITEM 0971001.2A – TRAFFICPERSON

All of the provisions of Section 9.70 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

9.70.03 Construction Methods: Remove and replace with the following:

Prior to the start of operations which require the use of Trafficperson, a meeting will be held with the Contractor, the Engineer, and Town and/or State police agency to review Traffic person operations, lines of responsibility and operating guidelines for the Project. The Contractor shall provide a copy of each pertinent municipality's billing rates for Municipal Police Officers and their vehicles, as applicable to the Engineer prior to the start of Project construction.

On a weekly basis, the Contractor shall inform the Engineer of its scheduled operations for the following week and the number of Traffic persons it proposed to use for those operations. The Engineer will review the proposal and, if it is acceptable to them, approve the type and number of Trafficpersons to be used. If the Contractor changes or cancels any scheduled operation without any prior notice of same as may be required by the agency providing the Trafficpersons, the Contractor shall be responsible for payment, at no cost to the Town, of any show-up cost charged by said agency for affected Trafficpersons who would have been used if not for the pertinent change or cancellation. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control, and not involving the fault or negligence, of the Contractor. A Trafficperson shall assist in implementing the traffic control as specified in the item "Maintenance and Protection of Traffic" contained elsewhere in the Contract, or as otherwise directed by the Engineer. Any use of a Trafficperson for Project operations in a manner that conflicts with requirements of the Maintenance and Protection of Traffic specification must have been authorized in writing by the Engineer

Municipal Police Officers: Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables employed by the Municipality in which the Project is located, who perform criminal law enforcement duties for the Municipality. Law enforcement personnel shall wear the high-visibility safety garment provided by their law enforcement agency. If no high-visibility safety garment is provided by said agency. Law Enforcement Personnel may also be used for conducting motor vehicle enforcement operations in and around work areas as directed or approved by the Engineer. Their services will also include their use of an official Municipal Police vehicle when so requested by the Engineer. If Uniformed Municipal Police Officers are unavailable for a given task, other Trafficpersons may be used if so authorized in writing by the local Municipal Police Agency. Uniformed Municipal Police Officers and requested Municipal Police vehicles will be used at such locations and for such periods as the Engineer deems necessary for the control of traffic operations and for the safety of motorists passing through sites affected by Project operations.

9.70.05 Basis of Payment: Remove and replace with the following:

Trafficpersons will be paid in accordance with the schedule described herein. There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

Uniformed Law Enforcement Personnel: The sum of money for this item shown on the Estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the bid price, even though

payment will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used in determining the total amount for the Contract.

The Town will pay the Contractor its actual costs for “Trafficperson (Municipal Police Officer)” The invoices must include a breakdown of each officer’s actual hours of work and actual rate applied. Mileage fees associated with Trafficperson services are not reimbursable expenses and are not to be included in the billing invoice. The use of a Municipal police vehicle authorized by the Engineer will be paid at the actual rate charged by the Municipality. Upon receipt of the invoice from the Municipality, the Contractor shall forward a copy of it to the Engineer. No payment on such an invoice will be made until and unless the Engineer has reviewed the invoice and approved the payment. The rate charged by the municipality for use of a Uniformed Municipal Police Officer or a Municipal police vehicle shall not be greater than the rate that the Municipality normally charges others for similar services

Pay Item	Pay Unit
Trafficperson (Municipal Police Officer)	EST.