

Borough of Naugatuck, Connecticut

Traffic Signal Installation

Maple Street at Old Firehouse Road

Federal Project No. STPY-1087(110)

State Project No. 87-144

Information for Bidders

Contract Documents

Technical Specifications

Supplemental Specifications

Special Provisions

July, 2011

**BOROUGH OF NAUGATUCK, CONNECTICUT
LEGAL NOTICE
REQUEST FOR BIDS**

Sealed bids the construction of the following project will be received by the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770 until Monday, August 22, 2011 at 11:00 A.M. local time after which no additional bids will be accepted. No exceptions. The bids will be publicly opened and read aloud in the Hall of Burgesses, located on the 4th floor:

**Traffic Signal Installation at Maple Street and Old Firehouse Road, Naugatuck, CT
Federal Project No. 1087(110)
State Project No. 87-144**

The project consists of the installation of a traffic signal at the intersection of Maple Street and Old Firehouse Road. This project requires a 3% DBE set aside. Only ConnDOT approved DBE Contractors will qualify for the set aside. Form 816 Standard Specifications may be purchased at the ConnDOT Plans Sales office, 160 Pascone Place, Newington, Connecticut, All Proposals must be on the form furnished with the Contract Documents. Proposals must be submitted in duplicate on the forms provided and in a sealed envelope plainly marked with the appropriate title.

Attention of bidders is directed to certain requirements of this contract which require payment of Davis-Bacon wages and compliance with certain local, state and federal requirements. The minimum rates to be paid labor of the various classifications shall be in accordance with the current schedule of wages established by the State Labor Commission as provided in the General Statutes of Connecticut, as revised, The Contract Wage Certification Form is to be submitted to the Labor Commissioner before award of the contract.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and other Contract Documents may be examined or obtained at the Office of the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770, The Town Hall hours are Monday-Friday 8:30 am - 4:00 pm.

Copies of specifications may be obtained at the Office of the Purchasing Agent upon submission of a non-refundable plan fee in the form of a check or money order payable to the Borough of Naugatuck in the amount of **\$150.00** per set. Plans and Specifications can also be obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov/content/771629/default.aspx> All firms obtaining plans and specifications from the web site must submit contact information by e-mail to whozer@naugatuck-ct.gov. Contact information must be submitted seven days in advance of the bid opening to be considered.

Bids must be accompanied by a certified check or Bid Bond in writing on forms provided by the Borough of Naugatuck in the amount of at least one-third (33-1/3%) of the amount of the bid and payable to the order of the Borough of Naugatuck. The successful Bidder will be required to furnish and pay for a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the Contract price.

The right is reserved by the Borough of Naugatuck to reject any or all Bids, to waive any informalities or defects in Bids, and to make such time extensions as may be necessary in order to review Bids and to accept Bid(s) that, in the judgment of the Borough of Naugatuck, will be in the Borough's best interest.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S, WBE'S and SBE'S ARE ENCOURAGED TO APPLY

SPECIFICATION

STANDARD SPECIFICATIONS

The material and construction methods for the work specified in this contract shall conform with the applicable provisions of the State of Connecticut, Department of Transportation specifications entitled "STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION," Form 816, 2004, as revised by the Supplemental Specifications dated January 2010 (otherwise referred to collectively as "ConnDOT form 816") unless modified by the Special Provisions contained herein. "ConnDOT form 816" is hereby made part of this contract. Form 816 may be purchased from:

Connecticut Department of Transportation
Manager of Contracts
2800 Berlin Turnpike, Newington, Connecticut 06111

All references to Commissioner, Department, Engineer, and State anywhere within the Form 816 shall be interpreted to mean the Borough of Naugatuck or a duly authorized agent of the Borough. Any questions or ambiguity regarding any definitions shall be brought to the immediate attention of the Borough.

Contract Time and Liquidated Damages

One Hundred Eighty (180) calendar days will be allowed for completion of the work on this project, and the liquidated damages charge to apply will be Two Hundred Dollars (\$200.00) per calendar day.

2129-14-m611-spec

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SECTION A

INFORMATION FOR BIDDERS

Borough of Naugatuck

Traffic Signal Installation: Maple Street and Old Firehouse Road

1. Proposals Received

Sealed proposals for the traffic signal installation at Maple Street and Old Fire house Road will be received by the Office of the Mayor, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until Monday, August 22, 2011 at 11:00 a.m. local time. The bids will be publicly opened and read aloud in the Hall of Burgeses, located on the 4th floor in the Naugatuck City Hall.

2. Location and Description of Work

Installation of a new traffic signal at the intersection of Maple Street and Old Firehouse Rd.

3. Schedule of Construction and Time of Completion

The attention of the Bidder is called to the provisions of the General Requirements, Section K.6, requiring submittal of a schedule of operations.

The attention of the Bidder is called to the requirements of Article XXXXII of the Contract that the work be started within ten (10) calendar days of the date of the Notice to Proceed and that all work, including cleanup and removal of all tools and equipment, be completed within one hundred eighty (180) consecutive calendar days. Of the 180 days, the contractor is to set aside 150 days for equipment procurement. No work is to be done within those 150 days, or if all the equipment is on-hand prior to the end of the 150 days, he may begin work only after receiving permission from the Engineer.

The Bidder's attention is especially directed to Article XXXXIV of the Contract "Damages for Failure to Complete on Time".

4. Plans and Specifications

Copies of the Plans and Specifications may be seen and obtained at the office of the First Selectman, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770.

The construction contract for the installation of a traffic signal at Maple Street and Old Fire House Road, State Project No. 87-144, will be entered into by the successful bidder and the Borough of Naugatuck. The State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004 along with the contract drawings and supplemental specifications contained herein will detail the general requirements for materials, methods of installation, measurement and basis of payment to be required in this project. Any references to the State of Connecticut, the Department, the commissioner, Engineer, or other terms indicating the State of Connecticut and her agents as party to the contract shall for this project mean the Borough of Naugatuck and her designated agents or employees.

Where insurance is required to be carried in the name of the State of Connecticut and the

State of Connecticut is to be held harmless, this shall be done in the name of the Borough of Naugatuck and the Borough of Naugatuck shall be held harmless.

All requirements for material testing, certificates of the compliance, or material certifications shall be done as if this were a contract being entered into with the State of Connecticut.

It is the intent of this contract to maintain all standard requirements of Form 816 without attempting to redefine every term within the 816 to the "Borough of Naugatuck".

The bidder shall, therefore, be aware that the Borough of Naugatuck and her agents shall inspect and administrate this contract, make contract interpretations, determine the acceptability of the work and approve requests for payments. The Contractor shall be responsible for the requirements stated in Form 816 and in the construction drawings.

5. Addenda and Interpretations

No interpretations of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation shall be in writing, addressed to the Borough of Naugatuck, Office of the Mayor, City Hall, 229 Church Street, Naugatuck, CT 06770. To be given consideration, such requests must be received at least six (6) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders, at the respective address furnished for such purposes, not later than four (4) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

6. Familiarity of the Work

Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

Where borings or other exploration data are shown on the Plans or made available to the Bidder, it is understood that such data were obtained in the usual manner, and with reasonable care, and are to be interpreted and used as the Bidder sees fit. There is no expressed or implied agreement that the depths or the character of the material and water levels have been correctly indicated, and the Bidder is cautioned to take into account that condition affecting the work may differ from those indicated.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project.

The Contractor agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concessions, because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work. Permission for making borings, test pits, or other investigations of subsurface conditions will be arraigned for by the Owner upon receipt of a written request thereof.

7. Soil and Groundwater Conditions

Soil borings have not been made for the work of this Contract.

In bidding on this Contract, each Bidder acknowledges that he has made whatever investigation of subsurface conditions he has deemed necessary for the purpose of bidding. Permission for making borings, test pits, or other investigations of subsurface conditions will be arranged for by the Owner upon receipt of a written request thereof.

8. Estimate of Work

For bidding purposes, the work has been subdivided into unit price items. The quantities shown below are to be considered as approximate only. The Inspector does not expressly or by implication agree that the actual quantity(ies) will correspond therewith, but reserves the right to increase or decrease the amount of any Item or portion of the work as may be deemed necessary.

9. Qualification of Bidders

A Bidder shall be a contractor who is experienced in the construction of the projects of this type. The Proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner and within the time specified, all the work covered by the Plans and Specifications. This proof shall be fully recorded on the pages titled "References", which shall become part of the Proposal.

10. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same, or different, names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class or work contemplated.

11. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Dito marks are not considered writing, or printing, and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Office of the Mayor, Borough of Naugatuck, City Hall, 229 Church Street,

Naugatuck, CT 06770.

12. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

13. Proposal Guarantee

No proposal will be considered unless accompanied by a certified check in U.S. dollars, or bid bond using an insurance company licensed to do business in the State of Connecticut in an amount equal to at least one-third (33%) of the amount of the bid and payable to the order of the Borough of Naugatuck, said check or bid bond to be returned to the Bidder unless forfeited as hereinafter stipulated. Such checks or bid bonds will be returned to all bidders within five (5) days after the execution of the Contract and the furnishing of the required security by the successful Bidder.

14. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Mayor. Upon such notice, the Proposal will be handed to him unopened.

15. Execution of Contract

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Mayor, Borough of Naugatuck, with the sureties offered by him, or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the president and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect to do so, the Owner may, at its opinion, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Owner. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

16. Bonds

The successful Bidder, at the time of the execution of the Contract, shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract prices as security for the faithful performance of this Contract and also a Payment bond in an amount not less than one hundred percent (100%) for the Contract prices as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. All Bonds shall be in the forms prescribed by Law or Regulation and be acceptable to the Owner. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. Bidder shall provide evidence that Surety Company is licensed to conduct business in the State of Connecticut. All sureties shall be in full force throughout the guarantee period and until the retainage is released.

17. Responsibility of the Contractor

Attention is hereby particularly directed to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen in the work, or any part thereof, during its progress and also whereby the Contractor shall make good any defects for faults that may occur within one (1) year after date of final estimate. He shall indemnify and save harmless the Owner and Engineer from any damages or costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this contract.

18. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The form #CON-32 furnished by the "State of Connecticut Department of Transportation", entitled "Certificate of Insurance" is the only acceptable evidence of insurance and shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

- A. **Workmen's Compensation Insurance:** With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.
- B. **Contractor's Public Liability and Property Damage Insurance:** With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.
- C. **Automobile Liability Insurance:** The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000.

D. With respect to the project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

E. Railroad's Protective Liability Insurance: When the contract involves work on, over or under the right-of-way of any railroad company, the Bidder shall, with respect to the project operations it performs and also those performed for it by subcontractors, carry Railroad Protective Liability Insurance for and on behalf of the railroad company. The insurance shall provide coverage for each accident and occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$6,000,000 for all damages during the policy period.

F. Blasting: When explosives are to be used in the prosecution of work, the insurance required under paragraphs b, d, and e above all shall also contain provisions for protection, in the amounts state, against damage claims due to such use of explosives.

G. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

H. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

I. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other change necessary to take out and keep in effect all insurance of bonds, but the cost thereof shall be considered included in the general cost of the work.

19. Care and Protection of Property

The Contractor shall take particular care to avoid damages to all private property and to private improvements within the Boroughs' right-of-way. He shall make good any damages to the satisfaction of the Inspector. There shall be no additional compensation for the repair or restoration of private property, or private improvements within the Boroughs' right-of-way.

20. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

21. Compliance with Federal and State Regulations

The Contractor shall be responsible for full compliance with any Federal and/or State

Laws, regulation and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

22. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Owner.

23. Sedimentation and Erosion Control Plan

The Contractor shall prepare a sedimentation and erosion control plan for the work if applicable.

24. Contractor's Right to Terminate Work

If the work should be stopped under an order of any court or other public authority, for a consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed.

25. Wage Rates

The Bidder's attention is directed to Section 41 and 42 of the General Requirements in connection with wage rates.

26. Power of Attorney

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

27. Right to Reject

The Owner reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Owner.

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Bid Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the Advertisement for Bids, designed to limit Independent billing or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

Name of Bidder _____

Address _____

Signature _____ Title _____

SECTION B

PROPOSAL

Borough of Naugatuck

Traffic Signal Installation Maple Ave and Old Firehouse Road

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Owner is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Owner; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck Inspector as therein set forth, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder acknowledges receipt of the following addenda:

- Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____
- Addendum No. _____ Dated: _____

The undersigned agrees that he shall execute the Contract within the ten (10) days after the date of award, and shall commence work within the ten (10) days after date of the Notice to Proceed and shall progress therewith to its entire completion within the time stipulated in the Contract.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

If this Proposal shall be accepted by the Owner and the undersigned shall fail to contract as aforesaid, and to give bonds in a sum equal to one hundred percent (100%) of the Contract price, as determined by the canvass of bids, and with surety or sureties satisfactory to the Owner within ten (10) days from the date of the award, then the Owner may, at its option, determine that the Bidder has abandoned the Contract; thereupon, the Proposal and acceptance shall be null and void, and the bid security, for not less than one third (33%) of the amount of the bid, accompanying this Proposal, shall become the property of the said Owner as liquidated damages for the delay and additional expense to the Owner caused thereby if said Proposal shall be rejected, or if said Proposal shall be accepted and the Bidder shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all

persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, the accompanying bid security shall be returned to the undersigned making bid.

Seal
(if bid is by a Corporation)

Firm or Corporation _____

By: _____
(Duly Authorized)

Street Address _____

City _____ State _____ Zip _____

Telephone _____

Fax _____

Date

BID SCHEDULE
 Borough of Naugatuck
 Maple Street and Old Fire House Road
 Naugatuck, Connecticut

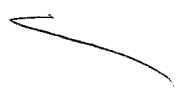
BIDDER'S NAME:

ITEM	QTY	UNIT PRICE IN WORDS	UNIT PRICE	AMOUNT BID
0921001A	500	Concrete Sidewalk _____ per SF		
0970006A	1	Trafficperson (municipal police officer) _____ Est.		
0971001A	1	Maintenance and protection of traffic _____ per LS		
0975002	1	Mobilization _____ per LS		
1001001	100	Trenching and backfilling _____ per LF		
1002015	4	Rock in foundation excavation _____ per VF		
1002202	3	Traffic control foundation-mast arm _____ per EA		
1002203	2	Traffic control foundation-pedestal type 1 _____ per EA		

1002208	1	Traffic control foundation-controller type IV _____ per EA		
1008114	40	1-1/2" rigid metal conduit in trench _____ per LF		
1008115	150	2" rigid metal conduit in trench _____ per LF		
1008215	20	2" rigid metal conduit-under roadway _____ per LF		
1008907A	8	Clean Existing Conduit _____ per HR		
1010001	5	Concrete handhole _____ per EA		
1010021	3	Concrete handhole-type II _____ per EA		
1102002	2	8' aluminum pedestal _____ per EA		
1104026A	1	25' steel mast arm assembly _____ per EA		
1104028A	1	30' steel mast arm assembly _____ per EA		
1104031A	1	35' steel mast arm assembly _____ per EA		

1105101A	4	1 way, 1 section mast arm traffic signal _____ per EA		
1105103A	6	1 way, 3 section mast arm traffic signal _____ per EA		
1106001A	3	1 way pedestrian signal pole mounted _____ per EA		
1106003A	1	1 way pedestrian signal pedestal mounted _____ per EA		
1106004A	1	2 way pedestrian signal pedestal mounted _____ per EA		
1107007A	5	Pedestrian push button and sign (Piezo) _____ per EA		
1108115A	1	Full actuated controller & phase _____ per EA		
1108724A	1	Phase Selector _____ per EA		
1111401A	3	Loop vehicle detector _____ per EA		
1111451A	350	Loop detector saw cut _____ per LF		
1112470A	1	Pre-emption System Chassis _____ per EA		

per EA



1113004	15	2 Conductor No. 8 AWG type SE style THW _____ _____ _____ per LF		
1113050	240	2 Conductor No. 14 cable _____ _____ per LF		
1113102	600	5 Conductor No.14 cable _____ _____ per LF		
1113103	900	7 Conductor No. 14 cable _____ _____ per LF		
1118012A	1	Removal and/or relocation of traffic signal equipment _____ per LS		
1206013A	1	Removal of Existing Signing _____ per LS		
1208928	30	Sign Face Sheet Aluminum (Type III Reflective Sheeting) _____ per SF		
1209801	130	4" white type 1 epoxy resin pavement markings _____ per LF		
1209802	900	4" yellow type 1 epoxy resin pavement markings _____ per LF		
1209809	70	12" white type 1 epoxy pavement markings _____ per LF		

1210105	90	Epoxy resin pavement markings, symbols, and legend _____ per SF		
1211001	200	Removal of pavement markings _____ per SF		
1220011A	100	Construction Signs Type III - Reflective Sheeting _____ per SF		

<p>Total Bid</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p> <p>_____</p>
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By Submission of this Bid, each bidder certifies that his Bid has been arrived at independently, without consultation, communication, or agreement as to any matter related to this Bid with any other Bidder or with any competitor.

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

By: _____
(Signature and Title of Authorized Representative)

Business Name _____

Street _____
City, State, and Zip Code _____

Date: _____

The Bidder is:

1. Corporation, licensed in the State of: _____
2. Partnership
3. Individual

Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address:

SECTION C

REFERENCES

The Bidder is required to fill out the following form to enable the Owner to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business as a General Contractor: _____

2. List three (3) projects of similar nature to the project described herein that the Bidder has completed, with name, address, and telephone number of a reference for each project. Include approximate construction cost:

3. List projects presently under construction by the Bidder, dollar amount of the contract, and percent completed:

4. Has the Bidder ever failed complete work awarded; and if so, state where and why:

9. List name, address, and telephone number for the following:

Surety: _____

Bank: _____

Major Material Supplier: _____

_____ Bidder _____

SECTION D

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
as Principal, and _____ as Surety, are
hereby held and firmly bound unto _____ as OWNER in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this _____ day of _____, 200__.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the traffic signal installation at Andrew Ave. and Rubber Ave.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID)
and shall furnish a BOND for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection therewith,
and shall in all other respects perform the agreement created by the acceptance of said
BID,
then this obligation shall be void, otherwise the same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its BOND shall be in no way impaired or affected by any extension of the time within which
the OWNER may accept such BID; 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, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION E

CONTRACT AND AGREEMENT

THIS AGREEMENT, made this _____ day of _____ in the year 2011

Between the Borough of Naugatuck, with its principal office and place of business at 229 Church Street, Connecticut 06770, acting herein through its Mayor and _____, a _____, with an office and

place of business at _____, hereinafter called the contractor.

WITNESSETH: That the parties to this agreement in consideration of the undertakings, promises, and agreements on the part of the other herein contained, hereby undertake, promise, and agree as follows:

I Definitions

The word "Owner" as used herein shall mean the Borough of Naugatuck, acting through its properly authorized representatives.

The words "as directed", "as required", "as permitted", "as allowed", or phrases of like effect or import, used herein shall mean that the direction, requirement, permission, or allowance of the Borough of Naugatuck Inspector is intended and similarly the words "approved", "reasonable", "suitable", "proper", "satisfactory", or words of like effect or import, unless otherwise particular specified herein, shall mean approved, reasonable, suitable, proper, or satisfactory in the judgement of the Borough of Naugatuck Inspector.

The word "Contractor" shall mean _____ or its duly authorized agents.

II Contract Includes

The indices, headings and subheadings are for convenience only and do not form a part of the Contract Documents.

The Contractor shall, at his own sole cost and expense, furnish all labor, materials, and other services necessary for the completion of this Contract and shall complete and finish the same in the most thorough, workmanlike, and substantial manner, in every respect, to the satisfaction and approval of the Borough of Naugatuck Inspector, in the manner and within the time hereinafter limited, and in strict accordance with the Advertisement, Information for Bidders, Proposal, General Requirements, Detailed Specifications, and Addenda hereto attached, and the Contract Drawings herein referred to, (collectively the "contract documents"), which contract documents are hereby made a part of this Contract as fully as if the same were repeated at length herein.

Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

III Specifications and Contract Drawings Supplementary

The said Specifications and Contract Drawings are intended to supplement each other, and together constitute one complete set of Specifications and Contract Drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Borough of Naugatuck Inspector. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Borough of Naugatuck Inspector. From time to time during the progress of the work, the Borough of Naugatuck Inspector will furnish such supplementary or working drawings as are necessary to show changes or define the work in more detail, and these also shall be considered as Contract Drawings. When discrepancies exist between the Contract Drawings and Specifications, the Specifications shall govern.

IV Modifications

The Contractor, in entering into this Contract, understands that the Owner reserves the right to modify, to the extent herein provided, the arrangement, character, grade, or size of the work or appurtenances whenever, in the Owner's opinion, it shall be deemed necessary or advisable to do so. Minor changes in the work, not involving extra cost and consistent with the purposes of the work, may be made by verbal order, but no modifications involving extra work or material changes shall be made unless ordered in writing by the Borough of Naugatuck Inspector; and if the modification requires additional cost, a purchase order must be issued prior to work commencing. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Borough of Naugatuck Inspector, and the same shall not vitiate or void this Contract.

Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Borough of Naugatuck Inspector. If such modifications result in a decrease in the cost of work involved, and equitable deduction from the Contract price, to be determined by the Borough of Naugatuck Inspector, shall be made. The Borough of Naugatuck Inspector's determination of such additional compensation, or of any such deduction, shall be based upon the unit prices in the Contractor's bid, unless the modification involves work not included in such bids and then in the event, the modification shall be as set forth in Section XXVIII prior to the commencement of additional work. In no event shall any modification in the work shown on the Plans and Specifications be made unless the nature and extent thereof has first been certified by the Borough of Naugatuck Inspector in writing and sent to the Contractor.

V Correction of Errors and Omissions

The Plans and Specifications forming part of this Contract are intended to be explanatory of each other, but should any discrepancy appear, or misunderstanding arise, as to the import of anything contained in either, the explanation and decision of the Borough of Naugatuck Inspector shall be final and binding on the Contractor; and all directions and explanations required, to complete and make effective any of the provisions of the Contract and Specifications, shall be given by the Borough of Naugatuck Inspector. Corrections of errors and omissions in the Drawings or Specifications may be made by the Borough of Naugatuck Inspector when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Borough of Naugatuck Inspector. The effect of such corrections shall date from the time that the Borough of Naugatuck Inspector gives due notice thereof to the Contractor.

VI Borough of Naugatuck Inspector's Decision

All work under this Contract shall be done to the satisfaction of the Borough of Naugatuck Inspector, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He also shall decide all questions which may arise as to the fulfillment of the terms of the Contract, Plans and Specifications. The determination of the Borough of Naugatuck Inspector in all such matters shall be final and binding upon the parties thereto.

VII Inspection of Work

It is agreed that the Owner may, at its pleasure, appoint and employ, at its own expense, such persons as may be necessary, who are to act as Borough of Naugatuck Inspectors, inspections, or agents, for the purpose of determining, in the Borough's interest, that the materials furnished and the work done, as the work progresses, conforms to the requirements of the Contract Documents. Such persons shall have unrestricted access to all parts of the work and to other places at and where the preparation of the materials and other parts of the work and to under this Contract are carried on and conducted. They shall be given, by the Contractor, all facilities and assistance required to carry out their work of inspection.

It is not the function of the Borough of Naugatuck Inspector to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Borough of Naugatuck Inspector is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Borough of Naugatuck Inspector shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the Contract Drawings, working drawings, Specifications, and Contract, and it shall be permissible for him to do so at any time during the progress of the work.

No work shall be done except in the presence of the Borough of Naugatuck Inspector or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Borough of Naugatuck Inspector. Any materials or workmanship found at any time to be defective, or not of the quality or character required by the Contract Drawings and Specifications, shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Contract Drawings and Specifications, and work not so constructed shall be removed and made good by the Contractor at this own expense and free of all expense to the Owner, whenever so ordered by the Owner, without reference to any previous oversight or error in inspection.

VIII Address of Contractor

The address in the Proposal, upon which this Contract is based, shall be the place. The delivering at the above-named place of any such notice, letter, or other communication where notices, letters or other communications to the Contractor may be mailed or delivered, from the Borough to the Contractor, the date of said service shall be the date of such delivery. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

IX Obligation of the Contractor

The Contractor shall, at his own expense, provide any and all manner of supervisor, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before completion of this Contract. The Contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

The Contractor shall, at its own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, and structures, vehicles and pedestrians and shall be liable for all damages, occasioned in any way by his act or neglect or that of this agent, employees, or workmen. He shall provide access at all times to private property.

X Occupational Safety and Health Act

The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contract. The Contractor's attention is particularly directed to the record keeping requirements of this Act.

XI Nondiscrimination in Employment

The Contractor agrees and warrants that, in the performance of this Contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County or Municipal law.

XII Personal Attention and Competent Workmen

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress to receive directions or instructions from the Borough of Naugatuck Inspector. The Contractor shall employ at the site, during the performance of the work, a competent superintendent or foreman who shall be satisfactory to the Borough of Naugatuck Inspector and who shall not be changed, except with the consent of the Borough of Naugatuck Inspector, unless he shall cease to be an employee of the Contractor. Such superintendent or foreman shall represent and have full authority to act for the Contractor in his absence, and all directions and instructions given such superintendent or foreman shall be as binding as if given to the Contractor.

The Contractor shall employ only competent, skillful men to do the work, and whenever the Borough of Naugatuck Inspector shall notify the Contractor in writing that any man on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the Borough of Naugatuck Inspector.

XIII Public Safeguards

The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly nor shall it be wholly obstructed at any point.

XIV Materials and Workmanship

It is the intent of the Specifications to describe fully and definitely the character of materials and workmanship furnished regarding all ordinary features and to require first-class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Borough of Naugatuck Inspector to require first class work and materials in all respects, and such interpretation shall be accepted by the Contractor.

XV Materials and Manufactured Articles

All materials and workmanship shall be subject to the approval of the Borough of Naugatuck Inspector and shall be in conformity with approved modern practice.

Unless otherwise specifically provided for in the Specifications, all materials incorporated in the work shall be new, of standard and first-class quality, and of the best workmanship and design. No inferior, or low grade, material will be either approved or accepted, and all work of assembly and construction must be done in a neat, first-class, and workmanlike manner.

XVI Unnoticed Defects

The inspection of the work and materials by the Borough of Naugatuck Inspector shall not relieve the Contractor of any of his obligations to fulfill this Contract, as herein described, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such work and materials had been previously overlooked by the Borough of Naugatuck Inspector and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before final acceptance of the whole work, the Contractor shall forthwith make good such defects, in a manner satisfactory to the Borough of Naugatuck Inspector.

XVII Care and Protection of Work

From the commencement of the work until the completion of the same, the Contractor shall be solely responsible for the care of the work covered by the Contract and for the materials delivered at the site intended to be used in the work; and all injury, damage, or loss of the same, from whatever cause, shall be made good at his expense before the final estimate is made. He shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress as well as for completed work. He shall take all necessary precautions to prevent injury or damage to the work under construction by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to the approval of the Borough of Naugatuck Inspector, but shall not relieve the Contractor from liability for inadequate protection of the work or materials.

XVIII Assignment of Contract

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising, or moneys due or to grow due thereunder, without prior written approval of the Owner.

XIX Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the

work which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award the work to a subcontractor(s) without prior written approval of the Owner. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

XIX Subcontracting (continued)

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of these Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

XXX Liability of Contractor for Employees

Each and every employee of the Contractor and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Owner. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

XXI Coordination With Other Contractors and Utilities

During the progress of the work, existing utilities may be found to be in close proximity to or in conflict with the work being installed. The Contractor shall make every effort to identify and locate these utilities before working in the area. If it is known or found that these utilities exist the Contractor shall contact the appropriate utility and alert them to the situation. Should an existing utility be found to be in close proximity to the work the Contractor shall take all the necessary precautions to protect the utilities and his work. Should existing utilities be found to conflict with the work the Contractor shall arrange with the utility company for their adjustment. No additional compensation will be made for delays, inconvenience or damage sustained by the Contractor due to interference from the above-noted utility appurtenances or the operation of locating, installing or moving them or the inability of others to perform their work in a timely manner.

XXII Permits, Laws, Codes, Ordinances and Insurance

The Contractor shall keep himself fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Owner and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract. Contractor shall provide the types and amounts of insurance as set forth in Section 19, Information of Bidders and maintain in effect. He shall take out and carry appropriate employer's liability insurance and public liability insurance.

XXIII Patent Rights

The Contractor shall indemnify and save harmless the Owner and its officers, agents, and

representatives from all claims for damages arising from the infringements, or alleged infringements, of any Letters Patent or patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

XXIII Patent Rights (continued)

All royalties for patents or patent infringement claims, that might be involved in the construction or use of the work, shall be included in the Contract amount; and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damage or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Owner for infringement, or alleged infringement, of any patent or patents involved, or alleged to be involved, in the work; and in case of any award for damages, the said Contractor shall pay such award.

XXIV Defense of Suits

The Contractor shall indemnify and hold harmless the Owner and its consultants, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, ("indemnification expense") arising out of or resulting from the performance of the work or arising out of or resulting from the Contract Documents, including, without limitation, all indemnification expense regarding personal injury or death and/or damage to real or personal property or motor vehicles.

In claims against any person or entity indemnified under this section by an employee or the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

XXV Claims for Labor and Materials

The Contractor shall indemnify and save harmless the Owner from all claims expenses and for judgements regarding labor done or materials furnished under this Contract, or any alterations or modifications thereof, including without limitation, reasonable Attorney's fees. Contractor shall furnish the Owner with a Mechanic's Lien Waiver from all persons who have done work, or furnished materials under this Contract. In case such waiver is not furnished, an amount necessary or sufficient, within the discretion of the Owner, to meet the claims of the persons aforesaid, shall be retained, as herein specified, from the money due the Contractor under this Contract until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

XXVI Completion of Work by Owner

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified; or if at any time the Owner shall be of the opinion that the performance of the Contract is unnecessary or unreasonably delayed; or if the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the Owner, the Owner may notify the Contractor to discontinue all work, or any part thereof under his Contract, by a written notice to be served upon the Contractor as herein provided.

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Owner shall thereupon have the power to contract for the

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Owner shall thereupon have the power to contract for the completion of the Contract, in the manner prescribed by law; or to place such and so many persons as it may be deemed advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; or to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work; and to procure other materials and equipment for the completion of the same; and to charge the expense of said labor, materials and equipment to the Contractor.

The expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any art thereof; and in case such expense shall exceed the amount which would have

XXXVI Completion of Work by Owner (continued)

been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner within five (5) days of written demand therefore; and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the owner shall pay such difference to the Contractor within five (5) days of written demand.

XXXVIII Partial and Final Estimates

On, or about, the last day of the month, the Borough of Naugatuck Inspector shall make an approximate estimate of the value of the work done and of the materials incorporated into the work.

The Owner will pay the Contractor, within 30 days of receipt of an estimate, ninety-five percent (95%) of the total estimated value of the work done, as estimated by the Borough of Naugatuck Inspector less previous payments. Partial payments will not be made whenever the amounts of the estimate or estimates of work done since the last previous estimate are less than \$2,000.00.

The Borough of Naugatuck Inspector shall, as soon as practicable after the completion of work, make a final certificate of the entire amount of the work done under this Contract, and the value thereof, and the Owner shall, within thirty (30) days after such final estimate is approved, pay the entire sum so found to be due hereunder, after deducting there from all previous payments and also all percentages and deductions to be retained under any of the provisions of this Contract.

Before payment of each estimate, the Contractor shall provide the Owner with a mechanic's lien waiver from the Contractor and all persons who have done work or furnished materials under this Contract.

XXXVIII Extra Work

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Borough of Naugatuck Inspector, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Borough of Naugatuck Inspector, and in no case will any work or materials in excess of the amount shown in the Plans and Specifications be paid for unless so ordered. Additionally, if the extra work requires additional cost, a purchase order must be issued prior to work commencing. No claim for delay

shall be made as a result of this process. No voucher, claim or charge against the Borough shall be paid, nor is the Borough liable for any voucher, claim or charge unless a purchase order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal, and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:

1. an agreed on lump sum price, or
2. the reasonable cost, as determined by the Borough of Naugatuck Inspector, of all necessary labor, including insurance and payroll taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The equipment rental charge shall be at prevailing rates usually paid locally but shall in no case exceed the amount prorated on the basis of the monthly equipment rental rates compiled by the Associated Equipment Distributors.

When extra work is performed by an approved subcontractor, the Contractor shall be entitled to five percent (5%) of the direct cost of the subcontractor's work to cover his overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men. The Contractor shall give the Borough of Naugatuck Inspector access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Borough of Naugatuck Inspector before the fifteenth (15th) day of the month following that during which each specific order was complied with by him.

XXIX Payment

The Owner, in consideration of the faithful performance by the Contractor of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited, and to the satisfaction and approval of the Borough of Naugatuck Inspector, the prices stipulated in the said Proposal hereto attached, such payment to be made at the times and in the manner and upon the conditions herein expressly provided. The Owner also agrees to pay in addition such amounts as may be agreed upon for modifications and for extra work.

XXX Guarantee

The Contractor guarantees that the work done under this Contract and the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee is for a term of one (1) year from, and after, the date upon which the final estimate of the Borough of Naugatuck Inspector is formally approved by the Owner. It is hereby agreed and understood that this guarantee shall not include making any repairs made necessary by any cause or causes other than defective materials furnished by, or defective work done by, the Contractor.

XXXI Repairs for One (1) Year

The said party of the second part further agrees that the said Owner shall be and is hereby authorized to retain, out of the monies payable to the said Contractor under this Agreement, the sum of two percent (2%) of the amount of the Contract and to expend the same, in the manner hereinafter provided for, in making said repairs on the work as may be required by the

Contractor's guarantees under Article XXX.

XXXXI Repairs for One (1) Year (continued)

And it is further agreed that if, at any time during the period of one (1) year from the date of the final estimate of the work herein contracted for any part of the work done under this Contract shall be deemed by the Borough of Naugatuck Inspector to require repairing under the aforesaid Contractor's guarantee, then the said Owner shall notify the said Contractor to make the repairs so required at no expense to the Owner.

Such replacements, or repairs, shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to allow for the time delay incident to the service of a notice, then the Owner will have the right to make such replacements or repairs, and the expenses thereof shall be paid by the Contractor.

It is, however, agreed that the Borough may apply or keep the sum so retained for payment of other claims arising under the provisions of the contract document.

XXXXII Rate of Progress and Time of Completion

The Contractor shall commence work within ten (10) calendar days of the date of the Notice to Proceed. The rate of progress shall be such that the whole work shall be performed and the grounds cleared up in accordance with the Contract and Specifications within one hundred eighty (180) calendar days unless extensions of time shall be made for the reasons, and in the manner, stated under Article XXXII, "Extension of Time".

The above calendar days includes time for the Contractor to obtain approval of an Erosion and Sediment Control Plan, as applicable.

XXXXIII Extension of Time

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time mentioned, he has taken into consideration, and made allowance for, all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein order in writing by the Borough of Naugatuck Inspector, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection, or war, or by the abandonment of the work by the workman engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the Owner, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Borough of Naugatuck Inspector thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Borough of Naugatuck Inspector, in his discretion, shall award in writing, and his decision shall be final and conclusive upon the parties.

XXXXIV Damages for Failure to Complete on Time

The Contractor shall pay to the Owner for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Article XXXII, or within the extension of time he may be granted as provided in Article XXXIII, the sum of Two Hundred Dollars (\$200.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

XXXXV No Waiver of Rights

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of the Borough of Naugatuck Inspector, or of any representatives of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Borough of Naugatuck Inspector.

Before any final certification shall be allowed, the Contractor shall be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and material furnished under this Contract, and furthermore, that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this Contract by the Owner or anyone acting for it, or on its behalf, shall be held as a waiver of any other or subsequent breach thereof.

XXXXVI Mandatory Negotiation

Contractor and the Owner agree that they will attempt to negotiate in good faith any dispute of any nature arising under this contract. The parties shall negotiate in good faith at not less than two negotiation sessions prior to seeking any resolution of any dispute under the provisions of arbitration paragraph of this contract. Each party shall have the right to legal representation at any such negotiation session.

XXXXVII Arbitration

Any dispute or question arising under the provisions of this contract which has not been resolved under the mandatory negotiation paragraph of this contract shall be determined by arbitration. Arbitration proceedings shall occur at a neutral location in Waterbury, Connecticut, and shall be conducted in accordance with the rules then applicable of the American Arbitration Association. Arbitration shall proceed before a pane of one arbitrator to be selected by American Arbitration Association. The decision of the Arbitrator shall be final and may be entered in any court having jurisdiction thereof. Each party shall pay one-half of all costs and expenses of such arbitration.

XXXXVIII Owner's Right to Use

The Owner reserves the right to use or occupy any portion of the work considered by the Borough of Naugatuck Inspector as ready for use or occupancy. Such use or occupancy shall not be held, in any way, as final acceptance of the work or any portion thereof, or as a waiver of any portion of this Contract.

XXXXIX Verification of Data

The quantities of work to be done and the materials to be furnished under this Contract, as given in the accompanying "Information for Bidders" and on the Proposal form, are approximate estimates for the purpose of comparing bids on a uniform basis. Neither the Owner nor the Borough of Naugatuck Inspector is to be held responsible for the data or information given relative to said quantities or that given on the Plans relative to existing conditions. The Contractor has judged for himself as to such quantities and as to other circumstances affecting the cost of the performance of this Contract, and he shall not at any time assert that there was any misunderstanding in regard to the character or amount of work to be done and materials and labor to be furnished.

XXXXX Contractor's Wage Certification Form

If applicable the Contractor or his authorized agent will be required to sign the Contractor's Wage Certification Form at the time of Contract execution.

XXXXXI Verbal Statements Not Binding

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Borough of Naugatuck Inspector or other representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written Agreement.

XXXXXII Final Estimate Constitutes Release

It is agreed that acceptance by the Contractor of the last payment made, under the provisions of Article XXVII, shall operate as and shall be a release to the Owner, and every agent thereof, from all claims and liability to Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any agent thereof, except any claim against the Owner for the remainder, if any, of the amounts kept or retained by the Owner as percentages or deductions.

No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

XXXXXIII Delays or Termination by Governmental Authorities

Notwithstanding any other provision(s) of this contract, the parties agree that in the event of a stop work order from the State Department of Transportation, Department of Environmental Protection, or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for delays, inconvenience or damage sustained by Contractor due to such order, including, without limitation, damages for loss of use of equipment or idle equipment. Similarly, in the event of a termination of the project by the State DOT, DEP or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for the termination, or for any delay, inconvenience or damage sustained by Contractor due to such termination, including, without limitation, damages for loss of use of equipment or idle equipment. In the event of such termination, the Borough of Naugatuck Inspector shall prepare a final certificate for the entire amount of work done up to the effective date of termination. The provisions of Sections XXX (Guarantee) and XXXI (Repair) shall apply to all work completed as of the effective date of any stop Work order, as if the effective date was the date upon which the final estimate of the Borough of Naugatuck Inspector is formally approved by the Borough.

XXXXXIV Validity of Agreement

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed
in the presence of

Borough of Naugatuck
Mayor

(Duly Authorized)
Contractor

SECTION F

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

^a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2011, a copy of
which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, an any extensions thereof which may be granted by the OWNER, with or without
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER all outlay and expense which the OWNER may incur in making good any
default, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of
which shall be deemed an original, this the _____ day of _____, 2011.

ATTEST:

Principal _____ (s)

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

Surety

(Surety) Secretary

(SEAL)

Witness as to Surety

Attorney-in-Fact

(Address)

(Address)

NOTES:

Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is Partnership, all partners should execute **BOND**.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the **PROJECT** is located.

SECTION G
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

^a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, an any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any

default, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of which shall be deemed an original, this the _____ day of _____, 2011__.

ATTEST:

(Principal) Secretary By _____ Principal _____(s)

(SEAL)

(Witness as to Principal) _____ (Address)

(Address) _____

ATTEST:

Surety

(Surety) Secretary

(SEAL)

Witness as to Surety By _____ Attorney-in-Fact _____

(Address) _____ (Address)

NOTES:

Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

SECTION H

STATE OF CONNECTICUT
LABOR DEPARTMENT
REGULATION OF WAGES

CONTRACTORS WAGE CERTIFICATION FORM

I, _____ of _____

do hereby certify that the _____

Company Name _____

Street _____

City, State, Zip Code _____

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 or prevailing rates required for such project (a copy of which is attached hereto).

_____ Signed _____

Subscribed and sworn to before me this _____ day _____, 2011.

_____ Notary Public _____

Return to: Labor Department
Regulation of Wages
200 Folly Brook Blvd.
Wethersfield, CT 06209

SECTION I

Town Attorney Certification

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned,

the duly authorized and acting legal representative of _____

do hereby certify as follows:

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

Town Attorney _____

Date: _____

SECTION J

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Borough of Naugatuck

Traffic Signal Installation: Maple Ave and Old Firehouse Road

GENERAL REQUIREMENTS

1. Scope of Work

The Contractor shall provide all labor, superintendence, materials, plant, tools and equipment necessary for properly implementing within the time stipulated, the installation of a traffic signal at the intersection of Maple Ave and Old Firehouse Road, and all other work necessary for the proper completion of the project as shown on the Contract Drawings and specified herein.

The work of this Contract is the installation of a new traffic signal at the intersection of Maple Ave and Old Firehouse Road.

2. Standards

Wherever reference is made in this Contract to the Standard of any technical society or other recognized organization, these shall be construed to mean the latest standard adopted and published at the date of advertisement for bids.

Abbreviations are defined as follows:

ASTM --	American Society of Testing and Materials.
ANSI --	American National Standards Institute
ASA --	American Standards Association
ACI --	American Concrete Institute
AASHTO --	American Association of State Highway and Transportation Officials
ASME --	American Society of Mechanical Town of Deep River Inspectors
IEEE --	Institute of Electrical and Electronics Engineers
AWWA--	American Water Works Association
ACPA--	American Concrete Pipe Association

3. Contract Drawings and Working Drawings

The work is shown on the accompanying Contract Drawings. Such additional working drawings, as required because of changes or to provide greater detail, will be provided by the Engineer.

4. Alterations

The Engineer may make alterations to the line, grade, plan, form, dimensions, or materials of the work, or any part thereof, either before or after the commencement of the work. If such

alterations increase the quantity of work, such increase will be paid for according to the quantity of such extra work actually done and at the prices stipulated for such work under unit price Items of the Contract. In case no unit price is applicable, the alterations will be paid for as extra work defined in Article XXVIII of the Contract.

5. Planimeter

The use of the planimeter shall be considered satisfactory for estimating quantities where geometric and analytic methods would be comparatively laborious.

6. Contractor's Schedule of Operations

The Contractor shall submit, within ten (10) days of the date of the Notice to Proceed, a preliminary schedule of operations for the project to the Inspector for approval. The approved preliminary schedule shall be used to prepare a detailed schedule of the principal construction events including all proposed purchase and delivery dates for items with critical delivery times. A supplemental bar graph shall also be prepared based on this construction schedule. The detailed schedule and supplemental bar graph shall be submitted within ten (10) days of the date of the Notice to Proceed.

The status of the project shall be evaluated monthly by the Contractor and shall be compared to the original schedule which shall be revised, if necessary, and reissued.

7. Coordination with Other Contractors and Utilities

During the progress of the work, other contractors and/or utilities may be engaged in performing work in the area. The Contractor shall coordinate the work to be done under this Contract with the work of others.

8. Cost Breakdown

Prior to the first estimate for payment to the Contractor, the Contractor shall submit to the Engineer for approval a detailed cost breakdown of the various amounts to be paid for within each Lump Sum Item, as applicable. It shall also include, but not necessarily be limited to, proportional amounts for bonds, insurance and miscellaneous works which are to be paid for throughout the life of the Contract, and which are not specifically included for payment under other Items and/or Division of the Contract.

9. Estimated Quantities

To aid the Inspector in determining quantities to be paid for, the Contractor shall, whenever requested, give the Inspector access to the proper invoices, bills of lading, or other pertinent documents and shall provide methods and assistance necessary for weighing or measuring materials.

10. Payment for Miscellaneous Work

No direct payment will be made to the Contractor for furnishing and providing miscellaneous temporary works, plants, and services, including Contractor's office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, permits, insurances, bonds, watchmen, cleanup and the like, or other items specified under these General Requirements, unless payment therefore has been specifically provided. Compensation for the same is understood to be included in the scheduled prices hereinbefore given for the various kinds of work contemplated.

11. Drawings and Information to be Furnished by the Contractor

For materials and equipment not supplied by the Owner, the Contractor shall promptly furnish to the Engineer, for his information, three (3) copies of drawings in detail of the materials, equipment, piping, and structural details for any part of the work for which Drawings are not to be issued by the Inspector. Before placing orders for any manufactured item or part of structure, he shall also submit three (3) copies, for approval, of detailed lists and descriptions of the various materials, fixtures, fittings and supplies which he proposes to use in the work, and also the names of individuals or companies who propose to furnish or manufacture the same. Copies of the results of all tests of materials and equipment shall be furnished by the Contractor immediately following the performance of required tests.

Prior to the submittal of shop drawings, the Contractor shall check, approve, initial and date the drawings and shall also indicate by reference the Specification and/or Plan which covers the item. Submittals will be returned to the Contractor if they have not been properly processed by him.

Approval by the Inspector of shop drawings for any material, apparatus, device and layout shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor from the responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Inspector of the deviations in writing, including the reasons for the deviation.

In the event the Contractor obtains the Engineer's approval for the material, manufactured items, or equipment, other than that which is shown on the Plans or specified herein, the Contractor shall, at his own expense, make any changes as required in the structures, buildings, piping, or any other portion of the work necessary to accommodate the approved material, manufactured item, or equipment.

12. Substitution Clause

Whenever in the Plans and Specifications any item of equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an approved

equal product, acceptable to the Inspector, may be substituted by the Contractor, except where expressly noted as "no substitutions."

13. Contract Limits

The Contractor shall confine his activities to within street lines, easements, and right-of-way.

The Contractor shall take particular care to protect trees and shrubs and private personal property. He shall make good any damage to the satisfaction of the Inspector.

The Contractor shall not enter upon or make use of any private property along the line of work, outside the limits of the rights-of-way, except when written permission is secured from the owner of said property and a copy delivered to the Inspector. The Contractor shall be held responsible for all damages or injury, done by himself or those in his employ, to any private or public property of any character during the prosecution of the work. The Contractor shall restore or repair at his own expense, in a manner satisfactory to the Inspector, such property as may be damaged by his operations during the prosecution of the work.

In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the Owner, the Owner may, upon 48 hour notice to the Contractor, proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any monies which are due or may become due the Contractor under this Contract.

14. Work in Easements

Not applicable in this Contract.

15. Cleaning up the Site

During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On, or before the completion of the work, and before acceptance and final payment shall be made, the Contractor shall clean and remove, from the site and adjacent property all surplus and discarded materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

16. Storage of Materials

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms and covered or stored in a suitable building, as directed by the Inspector. Stored materials shall be located so as to facilitate

prompt inspections.

Materials and equipment supplied by the Owner shall be jointly inspected by the Owner and the Contractor and shall, upon acceptance by the Contractor, become the Contractor's responsibility to make good any damage to the materials and equipment until they have been incorporated and accepted in the work.

17. Removal of Condemned Materials

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials of any kind brought to or incorporated in the work. No such rejected or condemned materials shall again be offered for use by the Contractor.

18. Hauling Materials

Before starting any work, the Contractor shall arrange, with the Municipal or State officials having jurisdiction, for the use of routes of travel for hauling materials, including surplus earth and rock, that will result in minimum inconvenience to the traveling public. Routes of travel so scheduled shall be adhered to throughout the course of the work, unless otherwise approved.

19. Accommodation of Traffic

During the progress of the work, all streets shall be kept open for the passage of traffic and pedestrians and shall not be obstructed unless authorized by the authority having jurisdiction over same. Driveways, sidewalks, and areas of roadway shall be closed as short a time as possible while work is in progress and passage shall be restored by the close of work every day, by properly placed backfill or approved bridging. The Contractor shall take such measures at his own expense as may be necessary to keep the street open for traffic and shall give advance notice to the Fire and Police Departments, and the Board of Education of his proposed street operations. He further agrees to be responsible for all legal notices to the public concerning the state of the roads while the work is in progress.

Warning signs shall be provided along all streets while work is in progress and, where traffic direction is required, flag men shall be designated by the Contractor to direct traffic past the equipment, machinery or construction operations. Barricades and lights shall be provided as required to protect life and property. Where trenches have been cut in streets on which traffic may pass at times, warning signs shall be placed at frequent intervals and maintained until the street is safe for travel. All such work and operations shall be in accordance with requirements of the Owner and the Specification herein. The use of unauthorized or unapproved signs, barricades, or traffic delineators will not be permitted.

The Contractor shall construct, maintain, without extra compensation, such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians and vehicles. Ingress and egress to private property, satisfactory to the Inspector, shall be continuously provided.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in the Specifications, the Inspector may immediately and without notice arrange for furnishing, installing and maintaining barricades or lights and any other precaution deemed necessary. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

The Contractor shall be held responsible for any damages that may have to be paid as a consequence of the Contractor's failure to protect the public.

20. Temporary Roads

The Contractor shall be responsible for providing and maintaining such temporary access roads, to and along right-of-way, as are necessary for transportation of materials and equipment. Where such roads are on private property he shall obtain permission for their construction and use and pay all costs pertaining thereto.

21. Dust Control

The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from his operations. Approved methods applicable to various parts of the work, such as application of water spray or calcium chloride, shall be employed. This also applies to maintaining temporary paving nuisance-free until permanent paving is placed. The area of construction along roadways shall be broom swept each day after completion of the day's work and the application of water as necessary, all at no additional cost to the owner.

22. Working Conditions

In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of the operation permits. He shall comply with all safety and sanitary rules, laws and regulations.

23. Work in Inclement Weather

During freezing, storm or inclement weather, no work shall be performed except such as can be done satisfactorily and in such manner as to secure first-class construction throughout.

24. Working Hours

The Contractor's working schedule shall be confined to a five (5) day week, Monday through Friday, and the working day shall be confined between the hours of ***** a.m. and ***** p.m. current local time.

Unless otherwise especially permitted, no work shall be done between the hours of ***** p.m. and

*****a.m. except as necessary for the proper care and protection the work already performed. If it shall become absolutely necessary to perform work at night, the Inspector shall be informed, at least 24 hours in advance, of the beginning of the performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done.

25. Emergency Work

The Contractor shall file, with the Borough of Naughtuck Engineer, the name and telephone number of a person authorized by him who may be contacted regarding emergency works at the job site that may be required during non-working hours for reasons of public safety.

This person shall be readily available and full Authority to deal with any emergency that may occur.

26. Sedimentation and Erosion Control

The Contractor shall prepare a sedimentation and erosion control plan for the work if applicable.

27. Work Near Brook(s) and Stream(s)

Care shall be taken to prevent, or reduce to a minimum, any damage to any water body from pollution by debris, sedimentation, or other material, or from manipulations of equipment and/or materials near such water bodies and on abutting property. Particular care shall be taken to prevent gasoline, diesel fuel, and other oils from entering any water body.

28. Work Within or Near Areas Designated as Inland Wetlands

Care shall be taken to prevent, or reduce to a minimum, any damage to any inland wetland from pollution by debris, sedimentation, or other material, or from manipulations of equipment and/or materials near such water bodies and on abutting property. Particular care shall be taken to prevent gasoline, diesel fuel, and other oils from entering any inland wetland.

29. Soil and Groundwater Conditions

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for and has no right to additional payment for extension of time for completion of the work, or any other concession because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

30. General Sanitary Requirements

Not applicable this Contract.

31. Water Supply and Electrical Energy

Not applicable this Contract.

32. Contractor's Officer

Not applicable this Contract

33. Resident Engineer's Office

Not applicable this Contract.

34. Explosives and Blasting

Not applicable this Contract.

35. Sheeting, Shoring and Bracing

Where necessary, the sides of trenches and excavations shall be supported by adequate sheeting, shoring and bracing. The Contractor shall be held accountable and responsible for the sufficiency of all sheeting, shoring and bracing used and for all damage to persons or property resulting from the improper quality, strength, placing maintaining or removing of the same. Where sheeting is removed, care shall be taken not to disturb the new work or existing utilities and structures.

No sheeting is to be left in place unless expressly permitted by the Engineer. No direct payment will be made for sheeting, shoring, and bracing and compensation for such work and all expenses incidental thereto shall be considered as included in the unit prices bid for the various Items of this Contract.

36. Existing Structures

All known surface and underground structures, except electric and telephone service connections, and water, gas and sewer service pipes, on or immediately adjacent to the work, are shown on the Plans. Sewer, drainage, water and gas pipes, manholes and similar structures located in or adjacent to the location of the structures included in this Contract, are shown on the Contract Drawings. This information is shown for the convenience of the Contractor in accordance with the best information available, but is not guaranteed to be correct or complete. The Contractor shall explore the route ahead of trenching and shall uncover all known obstructing pipes sufficiently to determine their location. Necessary changes in location may be made by the Engineer to avoid unanticipated obstructions.

Wherever water or gas mains, electric or telephone ducts, or electric or telephone poles are encountered and may be in any way interfered with, the Contractor shall keep the utility company

involved fully informed in advance. The Contractor shall cooperate with the utility company in the protection, removal, relocation and replacement of such structures.

The Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury all utilities, pipes, poles, conduit, walls, buildings and other structures and property in the vicinity of his work, and he shall be responsible for all damage and assume all expense for direct or indirect injury caused by his work to any of them or to any person or property by reason of injury to them.

Guard rails, posts, guard cables, signs, poles, markers, mailboxes, fences, walls and stone walls, and other private improvements, which are temporarily removed, damaged or destroyed to facilitate installation of the sewer, shall be replaced and restored to a condition as good as or better than existed and to the satisfaction of the Owner or Inspector.

The Contractor shall, at his own expense, retain the services of a licensed surveyor to replace property markers, on or adjacent to privately owned property, which have been disturbed during the course of construction.

37. Marking New Underground Plant

All new underground plant shall be marked with warning tape in accordance with State of Connecticut Public Act 16-345 and DPUC Regulations.

38. Operation of Water Valves

Unless otherwise permitted, existing water valves shall not be operated by the Contractor. Whenever the operation of a water valve is necessary, the Contractor shall make arrangements, at least 24 ours in advance of the need, to have the Owner's forces perform the required operations. Contractor must prepare and distribute customer notices to all affected customers at least 24 hours prior to any shutdown of service.

39. Testing Laboratories

The inspector in coordination with the Contractor shall provide the State DOT with all samples of materials to be tested, and all necessary paperwork required, under this contract.

40. Wage Rates

The wages paid on an hourly basis to any mechanic, laborer, or workman employed upon the work herein contracted to be done, and amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution, on behalf of such employee welfare fund, shall pay to each employee, as part of his

wages, the amount of payment or contribution for his classification on each pay day.

The Contractor shall comply with all Connecticut General Statutes pertaining to the payment of prevailing wages. The Contractor shall provide to the Borough weekly certified payrolls of his employees and any subcontractors employed on the work.

41. Schedule of State Minimum Hourly Wage Rate

Schedule of minimum hourly wage rates issued by the State of Connecticut Labor Department follows.

42. Schedule of Federal Minimum Hourly Wage Rates

Schedule of minimum hourly wage rates issued by the United States Department of Labor follows.

SECTION K

Notice to the Contractor - State Required Forms

The Apparent Low Bidder will be required to submit the following State Required forms to the Borough of Naugatuck:

- 1 - DBE Participation Approval Request if applicable
- 2 - Contractor's Proposed Progress Chart
- 3 - Certificate of Compliance With Connecticut General Statute Section 31-57-b
- 4 - CON 83 - Anticipated Source of material
- 5 - CON 32 - Certification of Insurance

The Borough of Naugatuck will provide a copy of the above applicable forms to the Apparent Low Bidder.

SECTION I

SUPPLEMENTAL SPECIFICATIONS

SPECIAL PROVISIONS
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
(For Municipal Advertised and Awarded Projects Only)
Revised – February 3, 2009

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "ConnDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.
- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

- J. "Small Business Participation Pilot Program" means small businesses certified as a Disadvantaged Business Enterprise (DBE) firms by the Connecticut Department of Transportation; firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; firms certified by the United States Small Business Administration (USBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).
- K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
 - 1. Any individual who CONNDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 - 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and Conndot deem appropriate.
- B. The Contractor shall cooperate with the Municipality, Conndot and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, CONNDOT and DOT in reviewing the Contractor's activities relating to this Special

- Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.
- D. For the purpose of this "Special Provision", the SBPPP contractor/s named to satisfy the requirements must meet one of the following criteria;
1. Certified as a Disadvantaged Business Enterprise (DBE) firm by the Connecticut Department of Transportation;
 2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
 3. Certified by the United States Small Business Administration (USSBA) as a 8(a) or SDB firm;
 4. Certified by the USSBA as a HUBZone firm; or
 5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).
- E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.
- F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 4. Provide documents to support contacts made with CONNDOT requesting assistance in satisfying the Contract specified goal.
 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately

document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

- H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

- A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.

- B. The SBPPP goal percentage for the project is N/A (Construction) and N/A (Construction Inspection). The goal shall be based upon the total final contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goalThe

If the Contractor does not document commitments, by the subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPP(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

If the Contractor does not document commitments by the subcontracting and/or procurement of material and/or services that equal the goal the Contractor must submit a request for Good Faith Effort consideration along with the proposed SBPPP commitments.

- D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal Contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
 2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the Rental Agreement must be submitted.
 3. A statement addressing any special arrangements for manpower.
- E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.
- F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.
- G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the SBPPP for the current quarter and to date.
- J. Each contract that the Municipality signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with:
1. An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A regular dealer is a firm that owns, operates, or

- maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

- A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:
1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by SBPPPs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. SBPPPs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project may be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by CONNDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. **Application form for Review of Pre-Award**

Good Faith Efforts is attached hereto.

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to SBPPPs;
5. a statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from SBPPPs in which they declined to bid;
8. a statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to CONNDOT's Division of Contract Compliance seeking SBPPP referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

- B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to CONNDOT initiating unit for submission to the CONNDOT Division of Contract Compliance. CONNDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the CONNDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the CONNDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration

- meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's decision is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.
- D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by SBPPP firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a SBPPP goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBPPP participation, even if they were not fully successful.

II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain SBPPP participation sufficient to meet the SBPPP Contract goal. Mere pro forma efforts are not good faith efforts to meet the SBPPP Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a Contract goal (i.e., obtain a specified amount of SBPPP participation) in order to be awarded a Contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain SBPPP participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SBPPPs who have the capability to perform the work of the Contract. The bidder must solicit this interest within sufficient time to allow the SBPPPs to respond to the solicitation. The bidder must determine with certainty if the SBPPPs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by SBPPPs in order to increase the likelihood that the SBPPP goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate SBPPP participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested SBPPPs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested SBPPPs. It is the bidder's responsibility to make a portion of the work available to SBPPP subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBPPP subcontractors and suppliers,

so as to facilitate SBPPP participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBPPPs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBPPPs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBPPP subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBPPPs is not in itself sufficient reason for a bidder's failure to meet the Contract SBPPP goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from SBPPPs if the price difference is excessive or unreasonable.

E. Not rejecting SBPPPs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.

F. Making efforts to assist interested SBPPPs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Making efforts to assist interested SBPPPs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBPPPs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the Contract. For example, when the apparent successful bidder fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average SBPPP participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

**AFFIDAVIT FOR THE UTILIZATION OF
MATERIAL SUPPLIERS OR MANUFACTURERS**

This affidavit must be completed by the Municipality Contractor's SBPPP notarized and attached to the Contractor's request to utilize a SBPPP supplier or manufacturer as a credit towards its SBPPP Contract requirements; failure to do so will result in not receiving credit towards the Contract SBPPP requirement.

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

_____, acting in behalf of _____, (SBPPP person, firm, association or organization)
(Name of person signing Affidavit) _____
which I am the _____, certify and affirm that _____
(Title of Person) _____ (SBPPP person, firm, association or organization)

a certified Connecticut Department of Transportation SBPPP. I further certify and affirm that I have read and understand 49 CFR, Sec. 55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(SBPPP person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____
(Municipality Contractor)
I, a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially
valuable function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)
Commission Expires _____

CERTIFICATE OF CORPORATION

_____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers
and require the seal; that _____, who signed said instrument on behalf of the Organization, was then
an authorized officer of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is
in the scope of its organizational powers.

(Signature of Person Certifying)

(Date)

SECTION M

CONDOT OWNED SPECIAL PROVISIONS

NOTICE TO CONTRACTOR - NCHRP 350 REQ. FOR WORK ZONE TRAFFIC CONTROL DEVICES

CATEGORY 1 DEVICES (traffic cones, traffic drums, tubular markers, flexible delineator posts)

Prior to using the Category 1 Devices on the project, the Contractor shall submit to the Engineer a copy of the manufacturer's self-certification that the devices conform to NCHRP Report 350.

CATEGORY 2 DEVICES (construction barricades, construction signs and portable sign supports)

Prior to using Category 2 Devices on the project, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices (both sign and portable support tested together) conform to NCHRP Report 350 (TL-3).

Specific requirements for these devices are included in the Special Provisions.

Information regarding NCHRP Report 350 devices may be found at the following web sites:

FHWA: http://safety.fhwa.dot.gov/roadway_dept/road_hardware/index.htm

ATSSA: <http://www.atssa.com/resources/NCHRP350Crashtesting.asp>

NOTE: The portable wooden sign supports that have been traditionally used by most contractors in the State of Connecticut do NOT meet NCHRP Report 350 criteria and shall not be utilized on any project advertised after October 01, 2000.

CATEGORY 3 DEVICES (Truck-Mounted Attenuators & Work Zone Crash Cushions)

Prior to using Category 3 Devices on the project, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices conform to NCHRP Report 350.

NOTICE TO CONTRACTOR - TRAFFIC DRUMS AND TRAFFIC CONES

Traffic Drums and 42-inch (1 m) Traffic Cones shall have four six-inch (150 mm) wide stripes (two - white and two - orange) of flexible bright fluorescent sheeting.

The material for the stripes shall be one of the following, or approved equal:

- 3M Scotchlite Diamond Grade Flexible Work Zone Sheeting, Model 3910 for the white stripes and Model 3914 for the orange stripes,
- Avery Dennison WR-7100 Series Reboundable Prismatic Sheeting, Model WR-7100 for the white stripes and Model WR-7114 for the orange stripes.

NOTICE TO CONTRACTOR - VEHICLE EMISSIONS

All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

The contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.

Idling of delivery and/or dump trucks, or other equipment shall not be permitted during periods of non-active use, and it should be limited to three minutes in accordance with the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed "to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

- (i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
- (ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
- (iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,
- (iv) To bring the mobile source to the manufacturer's recommended operating temperature,
- (v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F),
- (vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or
- (vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed in close proximity (less than 50 feet (15 meters)) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to the Engineer for review and all comments are addressed prior to the commencement of any extensive construction work in close proximity (less than 50 feet (15 meters)) to sensitive receptors. The mitigation plan must address the control of vehicle emissions from all vehicles and construction equipment.

If any equipment is found to be in non-compliance with this specification, the contractor will be issued a Notice of Non-Compliance and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. If the contractor then does not comply, the Engineer shall withhold all payments for the work performed on any item(s) on which the non-conforming equipment was utilized for the time period in which the equipment was out of compliance.

Any costs associated with this "Vehicle Emissions" 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".

Rev. Date 07/06/00

NOTICE TO CONTRACTOR - BIDRIGGING AND/OR FRAUDS

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 bidrigging and/or frauds.

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 bidrigging and/or frauds either past or current. The "HOT LINE" telephone number will be manned during normal working hours (8 A.M. - 5 P.M. EST.), and information will be treated confidentially and anonymity respected.

**NOTICE TO CONTRACTOR - REQUIREMENTS OF TITLE 49, CODE OF
FEDERAL REGULATIONS PART 26**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**NOTICE TO CONTRACTOR – CONTRACTOR TRAINING
REQUIREMENT FOR 10-HOUR OSHA CONSTRUCTION SAFETY AND
HEALTH COURSE**

In accordance with Connecticut General Statute 31-53b and Public Act No. 08-83, the Contractor is required to furnish proof that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53, 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.

Proof of compliance with the provisions of the statute shall consist of a student course completion card issued by the federal Occupational Safety and Health Administration, or other such proof as deemed appropriate by the Commissioner of the Connecticut Department of Labor, dated no earlier than five years prior to the commencement of the project. Each employer shall affix a copy of the construction safety course completion card for each applicable employee to the first certified payroll submitted to the Department of Transportation on which the employee's name first appears.

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.

This section does not apply to employees of public service companies, as defined in section 16-1 of the 2008 supplement to the General Statutes, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

The internet website for the federal Occupational Safety and Health Training Institute is <http://www.osha.gov/fso/ote/training/edcenters>.

Additional information regarding this statute can be found at the Connecticut Department of Labor website, <http://www.ctdol.state.ct.us/wgwkshnd/wygemenu.htm>.

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".

Rev. Date 07/05/00

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.

State of Connecticut

Department of Transportation

SUPPLEMENTAL SPECIFICATIONS

TO

THE STANDARD SPECIFICATIONS

FOR

ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION

FORM 816

2004

JANUARY 2010

January 2009

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1.09	Measurement and Payment	109
1.10	Environmental Compliance	110
1.20	General Clauses for Facilities Construction	120

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6.51	651
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9.49	949
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9.75	975
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10.10	1010
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11.13	1113
Concrete Handhole	
12.10	1210
Control Cable	
Epoxy Resin Pavement Markings, Symbols and Legends	

January 2010

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SECTION

M.06
M.13
M.16
M.17
M.18

Metals
Roadside Development
Traffic Control Signals
Elastomeric Materials
Signing

SPECIFICATION
NUMBER

M06
M13
M16
M17
M18

July 2008
STANDARD SPECIFICATIONS
FOR
ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION
FORM 816

ERRATA

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
iv	Table of Contents	11	Change "Guild" to "Guide"
4	1.01.01	8	After the end of the definition for "Plans," insert as a subset, "A. Standard Sheets – Standardized plans containing details approved by the Department and the FHWA, for construction of a given type on any project, included in contracts on an as-needed basis."
6	1.01.02	41	Change "Aluminum Association" to "Aluminum Association, Inc. (The)"
6	1.01.02	42	Delete "AAA – Aluminum Alloy Association"
7	1.01.02	1	Insert "AABC – Associated Air Balance Council"
7	1.01.02	1	Insert "AAMA – American Architectural Manufacturers Association"
7	1.01.02	12	Insert "ABMA – American Bearing Manufacturers Association"
7	1.01.02	12	Insert "ACGIH – American Council of Government Industrial Hygienists"
7	1.01.02	12	Change "American Concrete Institute" to "ACI International (American Concrete Institute)"
7	1.01.02	14	Insert "ADAAAG – Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities"
7	1.01.02	16	Change "Associated General Contractors of America" to "Associated General Contractors of America (The)"
7	1.01.02	19	Insert "AI – Asphalt Institute"
7	1.01.02	19	Change "American Institute of Architects" to "American Institute of Architects (The)"
7	1.01.02	20	Delete "AIEE – American Institute of Electrical Engineers"
7	1.01.02	24	Delete "ALI – Associated Laboratories, Inc."
7	1.01.02	26	Change "American Lumber Standard Committee" to "American Lumber Standards Committee, Incorporated"
7	1.01.02	27	Change "Air Movement and Control Association" to "Air Movement and Control Association International, Inc."
7	1.01.02	31	Delete "AOEC – Area of Environmental Concern"
7	1.01.02	33	Change "The Engineered Wood Association" to "APA-The Engineered Wood Association"
7	1.01.02	37	Change "Air Conditioning" to "Air-Conditioning"
8	1.01.02	7	Change "Air Conditioning" to "Air-Conditioning"
8	1.01.02	8	Change "American Society of Mechanical Engineers" to "ASME International (The American Society of Mechanical Engineers International)"
8	1.01.02	18	Delete "ATA – American Transit Association"
8	1.01.02	20	Delete "AWG – American Wire Gauge"
8	1.01.02	22	Change "Wood-Preservers" to "Wood-Preservers' "
8	1.01.02	33	Delete "AZI – American Zinc Institute"
8	1.01.02	35	Change "Building Officials and Code Administrators International" to "BOCA International, Inc."

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
8	1.01.02	38	Change "Library" to "Laboratory"
9	1.01.02	2	Change "CONNDOT" to "ConnDOT"
9	1.01.02	6	Delete "CPI - Clay Pipe Institute"
9	1.01.02	9	Delete "CS - Commercial Standard"
9	1.01.02	10	Change "Construction Specifications Institute" to "Construction Specifications Institute (The)"
9	1.01.02	12	Change "Tower" to "Technology"
9	1.01.02	17	Delete "DFPA - Douglas Fir Plywood Association"
9	1.01.02	19	Change "Department of Defense" to "Department of Defense Military Specifications and Standards"
9	1.01.02	21	Change "Association" to "Alliance"
9	1.01.02	23	Delete "U.S. Department of Transportation"
9	1.01.02	28	Delete "U.S. Department of Transportation"
9	1.01.02	30	Insert "FMG - FM Global"
9	1.01.02	31	Delete "U.S. Department of Transportation"
10	1.01.02	2	Delete "HASP - Health and Safety Plan"
10	1.01.02	3	Delete "HMA - Hot Mix Asphalt or Bituminous Concrete"
10	1.01.02	4	Delete "HPMA - Hardwood Plywood Manufacturers Association"
10	1.01.02	5	Insert "HPVA - Hardwood Plywood & Veneer Association"
10	1.01.02	9	Insert "ICC - International Code Council"
10	1.01.02	9	Change "Insulated Cable Engineers Association" to "Insulated Cable Engineers Association, Inc."
10	1.01.02	10	Change "Institute of Electrical and Electronics Engineers" to "Institute of Electrical and Electronics Engineers, Inc. (The)"
10	1.01.02	21	Change "Military Standardization Documents, U.S. Department of Defense" to "(MILSPEC) Military Specification and Standards"
10	1.01.02	24	Delete "MS - Military Specifications"
10	1.01.02	26	Change "Manufacturers Standardization Society of the Valve and Fittings Industry Inc." to "Manufacturers Standardization Society of The Valve and Fittings the Valve Industry Inc."
10	1.01.02	29	Change "National Association of Architectural Metal Manufacturers (The)" to "National Association of Architectural Metal Manufacturers"
10	1.01.02	31	Insert "NADCA - National Air Duct Cleaners Association"
10	1.01.02	34	Delete "NBS - National Bureau of Standards"
10	1.01.02	35	Delete "NC - National Course"
11	1.01.02	3	Delete "NCPRC - National Clay Pipe Research Corporation"
11	1.01.02	10	Change "International Electrical Testing Association" to "International Testing Association"
11	1.01.02	12	Delete "NFS - NFS International"
11	1.01.02	13	Insert "NHLA - National Hardwood Lumber Association"
11	1.01.02	18	Insert "NLGA - National Lumber Grades Authority"
11	1.01.02	18	Delete "NLMA - National Lumber Manufacturers Association"
11	1.01.02	21	Insert "NSF - NSF International"
11	1.01.02	21	Change "National Terrazzo and Mosaic Association (The)" to "National Terrazzo and Mosaic Association, Inc."
11	1.01.02	26	Delete "PCC - Portland Cement Concrete"
11	1.01.02	28	Delete "PLP - Plastic Laminate Producers"
11	1.01.02	29	Delete "PS - Product Standard of NBS, U.S. Department of Commerce"
11	1.01.02	32	Delete "RLMI - Reflector and Lamp Manufacturers' Institute"

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
11	1.01.02	35	Delete "SAWP – Society of American Wood Preservers"
11	1.01.02	36	Insert "SDI – Steel Deck Institute"
11	1.01.02	36	Insert "S.D.I. – Steel Door Institute"
11	1.01.02	37	Insert "SJL – Steel Joist Institute"
11	1.01.02	37	Insert "SMACNA – Sheet Metal and Air Conditioning Contractors' National Association"
11	1.01.02	37	Change "Southern Pine Inspection Bureau" to "Southern Pine Inspection Bureau (The)"
12	1.01.02	9	Change "Tile Council of America" to "Tile Council of America, Inc."
12	1.01.02	10	Insert "TIA – Telecommunications Industry Association"
12	1.01.02	10	Insert "TPI – Truss Plate Institute, Inc."
12	1.01.02	10	Delete "UBC – Uniform Building Code"
12	1.01.02	11	Change "Underwriters Laboratories, Inc." to "Underwriters Laboratories Inc."
12	1.01.02	12	Delete "UMTA – Urban Mass Transportation Administration, U.S. Department of Transportation"
12	1.01.02	14	Delete "UPC – Uniform Plumbing Code"
12	1.01.02	15	Insert "USGBC – U.S. Green Building Council"
12	1.01.02	16	Delete "USS – United States Standard"
12	1.01.02	17	Delete "VOC – Volatile Synthetic Organic Chemicals"
12	1.01.02	19	Delete "WCLA – West Coast Lumberman's Association"
12	1.01.02	20	Insert "WCSC – Window Covering Safety Council"
12	1.01.02	20	Delete "WSA – Temporary Waste Stockpile Area"
12	1.01.03	31	Insert "AOEC – Area of Environmental Concern"
12	1.01.03	31	Insert "AWG – American Wire Gauge"
13	1.01.03	16	Insert "HASP – Health and Safety Plan"
13	1.01.03	29	Insert "PCC – Portland Cement Concrete"
14	1.01.03	25	Insert "VOC – Volatile Organic Compound"
14	1.01.03	26	Insert "WSA – Temporary Waste Stockpile Area"
22	1.03.07	23	Change "\$1,000,000" to "\$2,000,000"
32	1.05.01	38	Change "Connecticut General Statutes" to "CGS"
45	1.05.15	29	Change "Department of Public Utility Control" to "DPUC"
105	1.20	29	Change "Workmen and Equipment" to "Personnel and Equipment"
105	1.20	31	Delete "Completion of Construction Work and"
107	1.20-1.02.13	15	Change "Americans with Disabilities Act Accessibility Guidelines" to "ADAAG"
108	1.20-1.04.01	26	Change "otherwise" to "otherwise"
119	1.20-1.05.25	4	Change "Certificate of Compliance" to "C.O.C."
122	1.20-1.06.08	3	Change "Certificate of Compliance" to "C.O.C."
131	1.20-1.08.05	34	Change "Workmen and Equipment" to "Personnel and Equipment"
132	1.20-1.08.11	12	Change "Certificate of Compliance" to "C.O.C."
133	1.20-1.08.13	7	Delete "Completion of Construction Work and"
133	1.20-1.08.13	9	Change "Certificate of Compliance" to "C.O.C."
133	1.20-1.08.11	15	Change "Certificate of Compliance" to "C.O.C."
133	1.20-1.08.11	20	Change "Certificate of Compliance" to "C.O.C."
143	2.02.01	28	Insert ", swales" after "channels"
245	4.06.04	11	Change " Over weight (mass) Adjustments - " and replace with indented "Over weight (mass) Adjustments -" as a subsection of " 1. Bituminous Concrete Class () ".
351	6.03.03	8	Change "MS MIL-C-11796B" to "MIL-C-11796B"

PG.	ARTICLE OR SUBARTICLE	LINE NO.	CORRECTION
496	9.70.01	37	Change "CDOT" to "ConnDOT"
604	18.00.02	7	Change "National Cooperative Highway Research Program (NCHRP)" to "NCHRP"
623	M.03.01	9	Change "Cement and Concrete Reference Laboratory" to "CCRL"
623	M.03.01	13	Change "Cement and Concrete Reference Laboratory" to "CCRL"
626	M.03.01	2	Change "Cement and Concrete Reference Laboratory" to "CCRL"
626	M.03.01	3	Change "NBS" to "NIST"
632	M.03.01	18	Change "Cement and Concrete Reference Laboratory" to "CCRL"
638	M.04.02	37	Change "Asphalt Institute's" to "AI's"
735	M.13.03	22	Change "AOAC International" to "AOAC"
760	M.15.15	21	Change "non-fusible" to "fused"
780	M.16.08	41	Change "Americans With Disabilities Act (ADA)" to "ADA"
790	M.16.10	24	Change "Underwriter's Laboratory" to "UL"
800	M.16.10	19	Change "AAA 6061-T6" to "AA 6061-T6"
845	M.17.01	19	Change "AAA 6061-T6" to "AA 6061-T6"
846	Index	6	Add page 133 to "Acceptance of Project"
847	Index	13	Add page 107 to "Bids: Consideration of"
849	Index	28	Add page 132 to "Cleaning Up, Final"
849	Index	25	Add page 107 to "Consideration of Bids"
849	Index	39	Add page 108 to "Contract: Intent of"
850	Index	3	Add page 133 to "Contractor's: Responsibility, Termination of the"
850	Index	13	Add page 114 to "Cooperation by Contractor"
850	Index	15	Add page 114 to "Coordination of Special Provisions, Plans, Supplemental Specifications and Standard Specifications and Other Contract Requirements"
852	Index	40	Add page 128 to "Cutting and Patching:"
852	Index	16	Add page 106 to "Examination of Plans, Specifications, Special Provisions and Site of Work"
852	Index	38	Insert "Facilities, Temporary...126"
853	Index	7	Add page 132 to "Final: Cleaning Up"
854	Index	35	Add page 115 to "Inspection"
855	Index	11	Add page 108 to "Intent of Contract"
855	Index	22	Add page 106 to "Knowledge of Applicable Laws"
855	Index	25	Add page 106 to "Laws: Knowledge of Applicable"
856	Index	27	Add page 120 to "Materials: Source of Supply and Quality"
856	Index	28	Add page 121 to "Materials: Storage of"
857	Index	33	Add page 133 to "Operation and Maintenance Manuals:."
857	Index	34	Change page 133 to 136 for "Equipment and Systems Maintenance Manual"
859	Index	2	Add page 131 to "Personnel and Equipment"
860	Index	6	Add page 114 to "Plans: Coordination of Special Provisions, Supplemental Specifications and Standard Specifications and Other Contract Requirements"
860	Index	7	Add page 106 to "Plans: Examination of"
860	Index	30	Change page 108 to 112 for "Product Data"
860	Index	31	Change page 108 to 112 for "Product Samples "
860	Index	32	Add page 124 to "Product Selection."
861	Index	12	Add page 126 to "Prosecution of Work"
861	Index	38	Change page 115 to 135 for "Record Drawings"
863	Index	3	Add page 125 to "Sanitary Provisions"
863	Index	18	Insert "Services, Temporary...126"

<u>PG.</u>	<u>ARTICLE OR SUBARTICLE</u>	<u>LINE NO.</u>	<u>CORRECTION</u>
863	Index	23	Add page 111 to "Shop Drawings"
864	Index	4	Add page 106 to "Site of Work, Examination of"
864	Index	12	Add page 120 to "Source of Supply and Quality"
864	Index	19	Add page 114 to "Special Provisions: Coordination of Plans, Supplemental Specifications and Standard Specifications and Other Contract Requirements"
864	Index	20	Add page 106 to "Special Provisions: Examination of"
864	Index	26	Add page 114 to "Specifications: Coordination of Plans, Special Provisions and Other Contract Requirements"
864	Index	27	Add page 106 to "Specifications: Examination of"
865	Index	43	Add page 121 to "Storage"
865	Index	27	Delete page 108 from "Submittals: Shop Drawings"
865	Index	45	Insert "Temporary Utilities, Services, and Facilities... 126"
866	Index	2	Add page 133 to "Termination of Contractor's Responsibility"
866	Index	23	Insert "Training... 137"
866	Index	45	Add page 133 to "Utility Services"
867	Index	8	Insert "Warranties... 121"
867	Index	24	Add page 126 to "Work: Prosecution of"

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.01
DEFINITIONS OF TERMS AND
PERMISSIBLE ABBREVIATIONS**

1.01.01 — Definitions:

Add the following definition:

SUBSTANTIAL COMPLETION: The date at which the performance of all work on the Project has been completed except minor or incidental items, final cleanup, work required under a warranty, and repair of unacceptable work, and provided the Engineer has determined that:

- A. The Project is safe and convenient for use by the public, and
- B. All traffic lanes including all safety appurtenances are in their final configuration, and
- C. Failure to complete the work and repairs excepted above does not result in the deterioration of other completed work; and provided further, that the value of work remaining to be performed, repairs, and cleanup is less than one percent (1%) of the estimated final Contract amount, and
- D. If applicable a Certificate of Compliance has been issued.

1.01.02 — Abbreviations, Publications, and Standards:

Delete the like-named abbreviations and replace it with the following abbreviations:

“AA – Aluminum Association, Inc. (The)
ALSC – American Lumber Standard Committee, Incorporated
AMCA – Air Movement and Control Association International, Inc.
AOSA – Association of Official Seed Analysts, Inc.
ASME – ASME International (The American Society of Mechanical Engineers International)
CTI – Cooling Technology Institute
EIA – Electronic Industries Alliance
ICEA – Insulated Cable Engineers Association, Inc.
IEEE – Institute of Electrical and Electronics Engineers, Inc. (The)
NTMA – National Terrazzo & Mosaic Association, Inc. (The)
TCA – Tile Council of America, Inc.”

Delete the Following abbreviations:

“ADA – Americans with Disabilities Act
AFPA – American Forest and Paper Association

BOCA – Building Officials and Code Administrators International
FM – Factory Mutual System
ICBO – International Conference of Building Officials
MIL – Military Standardization Documents, U.S Department of Defense
MS – Military Specifications
NWWDA – National Wood Window and Door Association
NFS – NFS International”

Add the following abbreviations:

“ADAAG – Americans with Disabilities Act (ADA)
AABC – Associated Air Balance Council
AAMA – American Architectural Manufacturers Association
ABMA – American Bearing Manufacturers Association
AF&PA – American Forest & Paper Association
AI – Asphalt Institute
BIA – Brick Industry Association (The)
CDA – Copper Development Association Inc.
CGA – Compressed Gas Association
FMG – FM Global
HI – Hydraulic Institute
HPVA – Hardwood Plywood & Veneer Association
ICC – International Code Council
ICC-ES – ICC Evaluation Service, Inc.
IEC – International Electrotechnical Commission
IGMA – Insulating Glass Manufacturers Alliance
ISO – International Organization for Standardization
MILSPEC – Military Specification and Standards
NADCA –National Air Duct Cleaners Association
NFRC – National Fenestration Rating Council
NHLA – National Hardwood Lumber Association
NSF – NSF International (National Sanitation Foundation International)
PDI – Plumbing & Drainage Institute
SDI – Steel Deck Institute *or*
- Steel Door Institute
SJI – Steel Joist Institute
SMACNA – Sheet Metal and Air Conditioning Contractors’ National Association
SPRI – Single Ply Roofing Industry
SWRI – Sealant, Waterproofing, & Restoration Institute
TIA/EIA – Telecommunications Industry Association/Electronic Industries Alliance
TRB – Transportation Research Board
UFAS – Uniform Federal Accessibility Standards
USGBC – U.S. Green Building Council
WDMA – Window & Door Manufacturers Association”

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.05
CONTROL OF THE WORK

Replace Article 1.05.08 – Vacant with the following:

1.05.08—SCHEDULES AND REPORTS:

When a project coordinator is not required by the Contract the following shall apply:

Baseline Bar Chart Construction Schedule: Within 20 calendar days after contract award the Contractor shall develop a comprehensive bar chart as a baseline schedule for the project. The bar chart schedule shall be submitted to the Engineer for approval and shall be based on the following guidelines:

1. The bar chart schedule shall contain a list of activities that represents the major activities of the project. At a minimum, this list should include a breakdown by individual structure or stage, including major components of each. The bar chart schedule shall contain sufficient detail to describe the progression of the work in a comprehensive manner. As a guide, 10 to 15 bar chart activities should be provided for each \$1 million of contract value. The following list is provided as an example only and is not meant to be all-inclusive or all-applicable:

General Activities Applicable to all projects

Project Constraints

- Winter shutdowns
- Environmental permits/application time of year restrictions
- Milestones
- Third Party approvals
- Long lead time items (procurement and fabrication of major elements)
- Adjacent Projects or work by others

Award

Notice to Proceed

Signing (Construction, temporary, permanent by location)

Mobilization

Permits as required

Field Office

Utility Relocations

Submittals/shop drawings/working drawings/product data

Construction of Waste Stock pile area

Clearing and Grubbing

Earthwork (Borrow, earth ex, rock ex etc.)

Traffic control items (including illumination and signalization)

Pavement markings

Roadway Construction (Breakdown into components)

Drainage (Breakdown into components)

Culverts
Plantings (including turf establishment)
Semi-final inspection
Final Cleanup

As required the following may supplement the activities listed above for the specific project types indicated:

a. For bridges and other structures, include major components such as abutments, wingwalls, piers, decks and retaining walls; further breakdown by footings, wall sections, parapets etc.

Temporary Earth Retention Systems
Cofferdam and Dewatering
Structure Excavation
Piles/test piles
Temporary Structures
Removal of Superstructure
Bearing Pads
Structural Steel (Breakdown by fabrication, delivery, installation, painting etc.)
Bridge deck

b. Multiple location projects such as traffic signal, incident management, lighting, planting and guiderail projects will be broken down first by location and then by operation. Other major activities of these types of projects should include, but are not limited to:

Installation of anchors
Driving posts
Foundations
Trenching and Backfilling
Installation of Span poles/mast arms
Installation of luminaries
Installation of cameras
Installation of VMS
Hanging heads
Sawcut loops
Energizing equipment

c. Facility Projects – Facilities construction shall reflect the same breakdown of the project as the schedule of values:

Division 2 – Existing Conditions
Division 3 – Concrete
Division 4 – Masonry
Division 5 – Metals

Division 6 – Wood, Plastic, and Composites
Division 7 – Thermal and Moisture Protection
Division 8 – Openings
Division 9 – Finishes
Division 10 – Specialties
Division 11 – Equipment
Division 12 - Furnishings
Division 13 – Special Construction
Division 14 – Conveying Equipment
Division 21 – Fire Suppression
Division 22 – Plumbing
Division 23 – Heating, Ventilating, and Air Conditioning
Division 26 – Electrical
Division 27 – Communications
Division 28 – Electronic Safety and Security
Division 31 – Earthwork
Division 32 – Exterior Improvements
Division 33 - Utilities

2. If the Engineer determines that additional detail is necessary, the Contractor shall provide it.
3. Each activity shall have a separate schedule bar. The schedule timeline shall be broken into weekly time periods with a vertical line to identify the first working day of each week.
4. The bar chart schedule shall show relationships among activities. The critical path for the Project shall be clearly defined on the schedule. The schedule shall show milestones for major elements of work, and shall be prepared on a sheet, or series of sheets of sufficient width to show data for the entire construction period.
5. If scheduling software is used to create the bar chart schedule, related reports such as a predecessor and successor report, a sort by total float, and a sort by early start shall also be submitted.
6. Project activities shall be scheduled to demonstrate that the construction completion date for the Project will occur prior to expiration of the Contract time. In addition, the schedule shall demonstrate conformance with any other dates stipulated in the Contract.
7. The Contractor is responsible to inform its subcontractor(s) and supplier(s) of the project schedule and any relevant updates.
8. There will be no direct payment for furnishing schedules, the cost thereof shall be considered as included in the general cost of the work.
9. For projects without a Mobilization item, 5% of the contract value will be withheld until such time as the Baseline Schedule is approved.
Monthly Updates: No later than the 10th day of each month, unless directed otherwise by the Engineer, the Contractor shall deliver to the Engineer three copies of the schedule to show the work actually accomplished during the preceding month, the actual time spent on each activity, and the estimated time needed to complete any

activity which has been started but not completed. Each time bar shall indicate, in 10% increments, the estimated percentage of that activity which remains to be completed. As the Project progresses, the Contractor shall place a contrasting mark in each bar to indicate the actual percentage of the activity that has been completed.

The monthly update shall include revisions of the schedule necessitated by revisions to the Project directed by the Engineer (including, but not limited to extra work), during the month preceding the update. Similarly, any changes of the schedule required due to changes in the Contractor's planning or progress shall also be included. The Engineer reserves the right to reject any such revisions. If the schedule revisions extend the contract completion date, due to extra or added work or delays beyond the control of the Contractor, the Contractor shall submit a request in writing for an extension of time in accordance with Article 1.08.08. This request shall be supported by an analysis of the schedules submitted previously.

Any schedule revisions shall be identified and explained in a cover letter accompanying the monthly update. The letter shall also describe in general terms the progress of the Project since the last schedule update and shall identify any items of special interest.

If the Contractor fails to provide monthly schedule updates, the Engineer has the right to hold 10% of the monthly estimated payment, or \$5,000, whichever is less, until such time as an update has been provided in accordance with this provision.

Biweekly Schedules: Each week, the Contractor shall submit to the Engineer a two week look-ahead schedule. This short-term schedule may be handwritten but shall clearly indicate all work planned for the following two week period.

Recovery Schedules: If the updated schedule indicates that the Project has fallen behind schedule, the Contractor shall either submit a time extension request in accordance with 1.08.08 or immediately institute steps acceptable to the Engineer to improve its progress of the Project. In such a case, the Contractor shall submit a recovery plan, as may be deemed necessary by the Engineer, to demonstrate the manner in which an acceptable rate of progress will be regained.

Add the following Article:

1.05.17 - WELDING

The Contractor shall ensure that all welding of materials permanently incorporated into the work, and welding of materials used temporarily during construction of the work is performed in accordance with the following codes:

- American Welding Society (AWS) Structural Welding Code – Steel – ANS/AWS D1.1: Miscellaneous steel items that are statically loaded including but not limited to columns, and floor beams in buildings, railings, sign supports, cofferdams, tubular items, and modifications to existing statically loaded structures.
- AWS Structural Welding Code – Aluminum – AWS D1.2/D1.2M: Any aluminum structure or member including but not limited to brackets, light standards, and poles.

- AWS Structural Welding Code – Sheet Steel – AWS D1.3/D1.3M: Sheet steel and cold-formed members 0.18 in. (4.6 mm) or less in thickness used as, but not limited, to decking and stay-in-place forms.
- AWS Structural Welding Code – Reinforcing Steel – AWS D1.4/D1.4M: Steel material used in the reinforcement of cast-in-place or pre-cast Portland cement concrete elements including but not limited to bridge decks, catch basin components, walls, beams, deck units, and girders.
- AASHTO/AWS – Bridge Welding Code, AASHTO/AWS D1.5/D1.5M: Steel highway bridges and other dynamically loaded steel structures. Also includes sign supports, and any other fracture critical structure.

The edition governing the work shall be in effect on the date the Contract was advertised for solicitation of bids.

The Contractor is responsible to provide a Certified Welding Inspector in accordance with the above noted codes. The cost for this service is included in the general cost of the work.

All welders shall be certified by the Engineer in accordance with Section 6.03.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.08
PROSECUTION AND PROGRESS

Article 1.08.01 – Transfer of Work or Contract:

Replace the last paragraph with the following:

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any individual or entity without the written consent of the Commissioner. No payment will be made for such work until written consent is provided by the Commissioner.

Article 1.08.07 – Determination of Contract Time:

Replace the fifth paragraph with the following:

The total elapsed time in calendar days, computed as described above, from the commencement date specified in the Engineer's "Notice to Proceed" to the "Substantial Completion" date specified in the Engineer's "Notice of Substantial Completion" shall be considered as the time used in the performance of the Contract work.

Article 1.08.09 – Failure to Complete Work on Time:

Replace the second paragraph with the following:

If the last day of the initial Contract time or the initial Contract date determined for Substantial Completion is before December 1 in the given year, liquidated damages as specified in the Contract shall be assessed against the Contractor per calendar day (including any days during a winter shutdown period) from that day until the date on which the Project is substantially completed.

1.08.12—Final Inspection:

Replace the first paragraph with the following:

If the Engineer determines that the work may be substantially complete, a Semi Final Inspection will be held as soon as practical. After the Semi Final Inspection is held and the Engineer determines that the requirements for Substantial Completion have been satisfied the Engineer will prepare a "Notice of Substantial Completion".

When the Contractor has completed all work listed in the "Notice of Substantial Completion" the Contractor shall prepare a written notice requesting a Final Inspection and a "Certificate of Acceptance of Work". The Engineer will hold an Inspection of the Project as soon as practical after the Engineer determines that the Project may be completed. If the Engineer deems the Project complete, said inspection shall constitute the Final Inspection, and the Engineer will notify the Contractor in writing that the Final Inspection has been performed.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.09
MEASUREMENT AND PAYMENT

Article 1.09.04 – Extra and Cost-Plus Work

Delete the word "bonding" under section (a) Labor, (3).

Delete existing section (e) and replace with the following:

(e) Administrative Expense: When extra work on a cost-plus basis is performed by an authorized subcontractor, the Department will pay the Contractor an additional 7.5% for that work; such payment will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in connection with such work. Approval of such additional payments will be given only after the Contractor provides to the Engineer receipted invoices for all relevant costs.

Change Section designation for Miscellaneous from:

(f) Miscellaneous to: **(g) Miscellaneous**

Add the following as (f):

(f) Bonding Costs: For bonding on the total cost of the cost-plus work including administrative expenses as outlined in (e) above, the Contractor shall receive its actual cost. The Contractor shall provide to the Engineer documentation, satisfactory to the Engineer in form and substance, of all such costs.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.10
ENVIRONMENTAL COMPLIANCE

Add the following Article:

1.10.08 – VEHICLE EMISSIONS

All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

The Contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public. Idling of delivery trucks, dump trucks, and other equipment shall not be permitted in excess of 3 minutes during periods of non-activity except as allowed by the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed "to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:

- (i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
- (ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
- (iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,
- (iv) To bring the mobile source to the manufacturer's recommended operating temperature,
- (v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F) [negative seven degrees Celsius (-7 degrees C)],
- (vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or
- (vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.

A Vehicle Emissions Mitigation plan will be required for areas where extensive work will be performed within (less than 50 feet (15 meters)) to sensitive receptors. No work will proceed until a sequence of construction and a Vehicle Emissions Mitigation plan is submitted in writing to the Engineer for review and all comments are addressed in a manner acceptable to the Engineer. The mitigation plan must address the control of vehicle emissions from all vehicles and construction equipment.

Any costs associated with this "Vehicle Emissions" article 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".

January 2010

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.20
GENERAL CLAUSES FOR FACILITIES CONSTRUCTION

1.20-1.00 – General:

Delete the last sentence of the first paragraph and replace with the following:

“Facilities Construction is defined as the type of construction that requires the issuance of a Certificate of Compliance (C.O.C.) by the State Building Inspector or his authorized representative at the completion of a project, and includes site work considered ancillary to this type of construction.”

Add the following article:

1.20-1.01.01—Definitions:

OWNER: Where used herein, it is synonymous with Department or State.

1.20-1.02.04 – Examination of Plans, Specifications, Special Provisions and Site of Work:

Delete the first sentence of the first paragraph and replace with the following:

“CSI-formatted specifications are organized into Divisions and Sections based on the CSI’s “MasterFormat” numbering system.”

1.20-1.02.13 – Knowledge of Applicable Laws:

Delete Items 1 through 9 in their entirety and replace with the following:

1. “The 2003 International Building Code with the State Building Code, including latest Connecticut Supplement and Amendments.
2. The 2003 International Plumbing Code.
3. The 2003 International Mechanical Code.
4. The 2003 International Existing Building Code.
5. The 2006 International Energy Conservation Code.
6. The 2005 NFPA 70 National Electrical Code.
7. The 2003 ICC/ANSI A117.1.

8. The Fire Safety Code, including latest Connecticut Supplement and Amendments.
9. The 2003 International Fire Code.
10. The 2003 NFPA 1 Uniform Fire Code.
11. The 2003 NFPA 101 Life Safety Code."

Add the following as the new last paragraph:

"All work to be performed by the Contractor shall comply with the "Americans with Disabilities Act Accessibility Guidelines."

1.20-1.03.01 – Consideration of Bids:

Delete the entire article and replace with the following:

"The apparent low bidder shall submit to the Manager of Contracts a Schedule of Values within 14 days after bid opening. Any other Contractor that the Department may subsequently designate as the apparent lowest bidder shall make the aforesaid submission within 14 days from the date on which the Department notifies said Contractor that it has become the apparent lowest bidder. If, however, the Department deems it necessary for such a subsequently designated Contractor to make said submission within a shorter period of time, the Contractor shall make the submission within the time designated by the Department.

The total in the Schedule of Values shall equal the bid dollar amount for the Major Lump Sum Item (MLSI).

The Schedule of Values shall be divided into "Line Items" listed separately for each CSI Section of the Special Provisions. An additional line item for "Mobilization" may be incorporated into the Schedule of Values; however, this item may not exceed 10% of the value of the MLSI. The "Mobilization" line item will also include costs associated with "General Conditions" and "Insurance/Bonding." Where requested by the Department, the Contractor shall break down the line items further into more specific line items.

In the event that this Contract is terminated or a portion of this Contract is deleted for any reason or in any way allowable by law under this Contract after the apparent low bidder has been awarded the Contract, the Schedule of Values will not be used for estimating payment due the Contractor for work completed prior to such termination of the Contract or deletion of work thereunder. In the case of Contract termination, payment shall be made in accordance with Article 1.05.14."

1.20-1.05.02--Shop Drawings, Product Data, Product Samples and Quality Assurance Submittals

Delete the last sentence of the first paragraph and replace with the following:

"All facsimiles or other electronic documents from the Contractor shall be followed by an official transmittal."

Delete the third paragraph and replace with the following:

"The Contractor shall number each submittal consecutively: When resubmitting a "Revise and Resubmit" or "Rejected" submittal, the Contractor shall label the transmittal with the original submittal number followed by a letter to designate the additional submission. All submittals shall be numbered conforming to the following examples:"

In column B of line 001, line 001a, and line 001b of the table in subsection 1, replace "07511" with "075110."

Add the following to the end of the first paragraph of subsection 2:

"The Department reserves the right to return partial submittals unreviewed to the Contractor."

Revise the third paragraph of subsection 2 to read:

"The Contractor shall allow at least 60 calendar days for review of any submittal requiring approval by FAA, FTA, any railroad, DEP, U.S. Coast Guard, Army Corps of Engineers, or any other outside agency."

Delete the third and fourth paragraphs of subsection 3 and replace with the following:

"The Designer will not review submittals and the Engineer will not process payment estimates until the initial submittal schedule has been provided. Any delays in construction due to the Contractor's failure to provide a submittal schedule shall be the responsibility of the Contractor."

The Contractor must update its submittal schedule at least once a month, and distribute and post each updated schedule in the manner described above. The Engineer reserves the right not to process payment estimates without a recently updated submittal schedule on file."

Replace the first sentence of the first paragraph of subsection 4 with the following:

“Shop Drawings consist of fabrication and installation drawings, roughing-in and setting drawings, schedules, patterns, templates and similar drawings, and wiring diagrams showing field-installed wiring, including power, signal, and control wiring.”

Replace the second paragraph of subsection 4 with the following:

“Shop drawings shall include the following information: Contract number, Project description, number and title of the drawing, date of drawing, revision number, name of Contractor and subcontractor submitting drawings, dimensions, identification of products, shopwork manufacturing instructions, design calculations, statement of compliance with Contractual standards, notation of dimensions established by field measurement, relationship to adjoining construction clearly indicated, seal and signature of a professional engineer if specified, and any other information required by individual Contract provisions.”

Replace the first sentence of the first paragraph of subsection 5 with the following:

“Product data consist of printed information such as manufacturer’s product specifications, manufacturer’s installation instructions, manufacturer’s catalog cuts, standard color charts, wiring diagrams showing factory-installed wiring, printed performance curves, operational range diagrams, and mill reports.”

Replace the first sentence of the first paragraph of subsection 7 with the following:

“Quality assurance submittals consist of qualification data, design data, certifications, manufacturer’s instructions, manufacturer’s field reports, test reports, Material Safety Data Sheets (MSDSs), and other quality assurance information required by individual Contract provisions.”

1.20-1.05.04—Coordination of Special Provisions, Plans, Supplemental Specifications and Standard Specifications and Other Contract Requirements:

Delete the first and second paragraphs and replace with the following:

“Industry Standards: Each entity engaged in construction of the Contract shall be familiar with industry standards applicable to that entity’s construction activities. If printed standards have been established by organizations referenced in Article 1.01.02 or in the Contract, the Contractor shall obtain copies of said standards directly from the publication source.

Unless the Special Provisions include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Special Provisions to the extent referenced. Such standards are made a part of the Contract by reference.”

Add the following article:

1.20-1.05.08—Schedules and Reports:

Daily Construction Reports: The Contractor shall assist the Engineer in the preparation of a daily construction report, by ensuring that each of the Contractor's employees and subcontractors working on the Project site on a given day signs the Engineer's sign-in sheet for that day; and by keeping and providing to the Engineer its own daily list of employees and subcontractors who worked on the Project site on that day.

Add the following article:

1.20-1.05.23—Requests for Information (RFIs):

The Contractor shall forward all RFIs to the Engineer in writing (facsimile or other electronic document) for review. The Engineer will forward the RFI to the Designer for review. Upon receipt of an RFI, the Designer will attempt to determine if additional information is required from the Contractor to respond to the RFI, and request said information from the Engineer. All other RFIs will be responded to within 10 calendar days of receipt by the Designer.

1.20-1.05.24--Project Meetings:

Delete the third paragraph under subsection 1.

Delete the second paragraph under subsection 2 and replace with the following:

"The meeting participants shall review progress of other construction activities and preparations for the particular activity under consideration, including requirements and Contract documents, related requests for interpretations, related construction orders, purchases, deliveries, submittals, review of mockups, possible conflicts, compatibility problems, time schedules, weather limitations, manufacturer's written recommendations, warranty requirements, compatibility of materials, acceptability of substrates, temporary facilities and controls, space and access limitations, regulations of authorities having jurisdiction, testing and inspecting requirements, installation procedures coordination with other work, required performance results, protection of adjacent work, and protection of construction and personnel."

Delete the second, third and fourth paragraph under subsection 3 and replace with the following:

"The Contractor shall provide the Engineer with a detailed agenda for the proposed

meeting, specifying what topics will be covered. In addition to representatives of the Engineer, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall attend these meetings. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Project.

At each progress meeting, the participants shall (1) review items of significance that could affect progress; (2) discuss topics appropriate to the current status of the Project; (3) review progress since the last meeting; (4) determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the Contractor's Construction Schedule; (5) determine how to expedite any Project work that may be behind schedule; (6) discuss whether or not schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract time; and (7) review the present and future needs of each entity represented at the meeting, including such items as interface requirements, time, sequences, deliveries, off-site fabrication problems, access, site utilization, temporary facilities and controls, hours of work, hazards and risks, housekeeping, quality and work standards, status of correction of deficient items, field observations, requests for interpretations, status of proposal requests, pending changes, status of construction orders, and documentation of information for payment requests. The Engineer will distribute copies of minutes of the meeting to the Designer and the Contractor. The Contractor shall distribute copies to parties who were or should have been at the meeting."

Delete article 1.20-1.05.25—Schedules and Reports in its entirety

1.20-1.06.08 - Warranties:

Delete the eighth and ninth paragraph and replace with the following:

"The Contractor shall:

- (a) Bind warranties in heavy-duty, commercial-quality, durable 3-ring vinyl-covered loose-leaf binders, thick enough to accommodate the contents, and sized to receive 8 1/2-inch x 11-inch paper (216-millimeter x 279-millimeter) paper.
- (b) Identify the binder's contents on the binder's front and spine with the typed or printed title "WARRANTIES," the Project title or name, and the name of the Contractor.
- (c) Provide a heavy paper divider with a tab for each separate warranty.
- (d) Mark the tab to identify the related product or installation.
- (e) Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the Contractor or pertinent subcontractor.
- (f) Furnish to the Department a written warranty for all Project work accompanied by a cover letter with the following contents:
[Addressed to:]

Commissioner of Transportation
Department of Transportation
P.O. Box 317546
Newington, Connecticut 06131-7546

Project Title and Number

[We] hereby warrant all materials and workmanship for all work performed under this Contract for a period of one (1) year from [date of issuance of C.O.C.] against failures of workmanship and materials in accordance with the Contract. Furthermore, as a condition of this warranty, [we] agree to have in place all insurance coverage identified in the Contract for the performance of any warranty work.

[Signature:] [Name of authorized signatory]
[Title]

(g) Submit to the Engineer, upon completion of installation of materials or assemblies that are required to have either a flame-rating or a fire-endurance hourly rating, a detailed letter certifying that the required rating has been attained.

Upon determination by the Engineer that Project work covered by a warranty has failed, the Contractor shall replace or rebuild the work to an acceptable condition complying with Contract requirements. The Contractor is responsible for the cost of replacing or rebuilding defective construction or components and those which may have needed to be damaged or removed in order to cure the defective work including costs of material, equipment, labor, and material disposal, regardless of whether or not the State has benefited from use of the work through a portion of its anticipated useful service life. The Contractor shall respond to the Project Site when Project work covered by a warranty has failed within 3 calendar days, unless in the Engineer's opinion said failure is deemed to be an emergency, in which case the Contractor shall respond to the Project Site as directed by the Engineer."

1.20-1.08.03—Prosecution of Work:

Under subsection '3. Cutting and Patching,' delete the heading 'B. Protection of Structural Elements' and replace with the following:

"B. Protection:"

Move the existing first and second paragraphs to under the following subparagraph:

"1. Structural Elements:"

Add the following after the first paragraph under B:

- “2. Operational Elements: The Contractor shall not cut and patch operating elements and related components in a manner that results in their reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Miscellaneous Elements: The Contractor shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.”

Add the following after subsection 3:

“4. Selective Demolition:

A. Definitions:

Remove: The Contractor shall detach materials from existing construction and legally dispose or recycle them off-site, unless indicated to be removed and salvaged or removed and reinstalled. Except for materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Engineer's property, demolished materials shall become Contractor's property and shall be removed from the Project Site.

Remove and Salvage: The Contractor shall detach materials from existing construction and deliver them to Engineer. The Engineer reserves the right to identify other materials for salvage during the course of demolition.

Remove and Reinstall: The Contractor shall detach materials from existing construction, prepare them for reuse, and reinstall them where indicated.

Existing to Remain: Existing materials of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

B. Approval Process:

The Contractor shall submit pre-demolition photographs to the Engineer prior to the commencement of Project work to show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations.

Well in advance of performing any selective demolition on the Project, the Contractor shall submit to the Engineer a proposal describing the procedures that the Contractor intends to use for same.

The Contractor shall include the following information, as applicable, in its proposal: (1) detailed sequence of selective demolition and removal work with starting and ending dates for each activity while ensuring that the Engineer's on-site operations are not disrupted; (2) interruption of utility services; (3) coordination for shutoff, capping, and continuation of utility services; (4) use of elevators and stairs; (5) locations of temporary partitions and means of egress; (6) coordination of Engineer's continuing occupancy of portions of existing building and of Engineer's partial occupancy of completed Project work; and (7) means of protection for items to remain and items in path of waste removal from building.

The Contractor shall comply with (1) governing EPA notification regulations before beginning selective demolition; (2) hauling and disposal regulations of authorities having jurisdiction; (3) ANSI A10.6; and (4) NFPA 241.

The Engineer will conduct a Pre-Demolition Meeting at the Project site in accordance with Article 1.20-1.05.24. Said meeting will review the methods and procedures related to selective demolition including, but not limited to, the following: (1) an inspection and discussion of the condition of construction to be selectively demolished; (2) a review of the structural load limitations of the existing structure; (3) a review and finalization of the

selective demolition schedule and a verification of the availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays; (4) a review of requirements of Project work performed by other trades that rely on substrates exposed by selective demolition operations; and (5) a review of areas where existing construction is to remain and requires protection.

C. Repair Materials:

The Contractor shall comply with Article 1.20-1.08.03 subsection 3E for repair materials and shall comply with material and installation requirements specified in other Contract provisions.

D. Examination:

The Contractor shall (1) verify that utilities have been disconnected and capped; (2) survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required; (3) inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged; (4) investigate and measure the nature and extent of unanticipated mechanical, electrical, or structural elements that conflict with intended function or design and submit a written report to

Engineer; and (5) perform surveys as the Project work progresses to detect hazards resulting from selective demolition activities.

E. Utility Services:

The Contractor shall (1) maintain existing utility services indicated to remain and protect them against damage during selective demolition operations; (2) not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by the Engineer; (3) provide temporary services during interruptions to existing utilities, as acceptable to Engineer; (4) provide at least 3 calendar days notice to the Engineer if shutdown of service is required during changeover; and (5) locate, identify, disconnect,

and seal or cap off indicated utilities serving areas to be selectively demolished. The Contractor shall arrange to shut off indicated utilities with utility companies. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition the Contractor shall provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building. The Contractor shall cut off pipe or conduit in walls or partitions to be removed and shall cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

The Contractor shall refer to other Contract provisions for shutting off, disconnecting, removing, and sealing or capping utilities. The Contractor shall not start selective demolition work until utility disconnecting and sealing have been completed and verified by the Engineer in writing.

F. Preparation:

The Contractor shall conduct selective demolition and debris-removal operations to ensure minimum interference with adjacent occupied and used facilities on the Project site. The Contractor shall not disrupt the Owner's operations without the Engineer's permission. The Contractor shall protect existing site improvements, appurtenances, and landscaping to remain.

The Contractor shall provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain. The Contractor shall provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas. The Contractor shall protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations. The Contractor shall cover and protect furniture, furnishings, and equipment that have not been removed.

The Contractor shall provide temporary enclosures for protection of existing building

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and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. The Contractor shall provide temporary weathertight enclosure for building exterior. Where heating is needed and permanent enclosure is not complete, the Contractor shall provide insulated temporary enclosures and shall coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

The Contractor shall erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

The Contractor shall provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished. The Contractor shall strengthen or add new supports when required during progress of selective demolition.

G. Pollution Controls:

The Contractor shall comply with governing regulations pertaining to environmental protection.

The Contractor shall not use water when it may create a hazardous or objectionable condition such as ice, flooding, or pollution.

The Contractor shall remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. The Contractor shall remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

The Contractor shall clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. The Contractor shall return adjacent areas to condition existing before selective demolition operations began.

H. Performance:

The Contractor shall not use explosives for demolition purposes.

The Contractor shall demolish and remove existing construction only to the extent required by new construction and as indicated. The Contractor shall (1) proceed with selective demolition systematically; (2) neatly cut openings and holes plumb, square, and true to dimensions required; (3) use cutting methods least likely to damage remaining or adjoining construction; (4) use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces; (5) temporarily cover openings to remain; (6) cut or drill from the

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exposed or finished side into concealed surfaces to avoid maring existing finished surfaces; (7) not use cutting torches until work area is cleared of flammable materials; (8) verify condition and contents of concealed spaces such as duct and pipe interiors before starting flame-cutting operations; (9) maintain fire watch and portable fire-suppression devices during flame-cutting operations; (10) maintain adequate ventilation when using cutting torches; (11) remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site; (12) remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation; (13) locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing; and (14) dispose of demolished items and materials promptly.

The Contractor shall comply with the Engineer's requirements for using and protecting walkways, building entries, and other building facilities during selective demolition operations.

The Contractor shall demolish and remove foundations and other below grade structures completely unless otherwise indicated on the plans. The Contractor shall fill below grade areas and voids resulting from demolition of structures with granular fill materials. Prior to placement of fill materials, the Contractor shall ensure that the areas to be filled are free of standing water, frost, frozen material, trash, and debris. After fill placement and compaction, grade surface to meet adjacent contours and provide flow

to surface drainage structures. Backfilling and grading related to demolition is included in the Major Lump Sum Item (MLSI) for the Project. There will be no separate payment for this backfilling and grading.

The Contractor shall (1) demolish concrete in sections; (2) cut concrete at junctures with construction to remain to the depth shown on the Contract plans and at regular intervals using power-driven saw; and (3) remove concrete between saw cuts.

The Contractor shall (1) demolish masonry in small sections; (2) cut masonry at junctures with construction to remain using power-driven saw; and (3) remove masonry between saw cuts.

The Contractor shall (1) saw-cut perimeter of concrete slabs-on-grade to be demolished as shown on the Contract plans; and (2) break up and remove concrete slabs-on-grade.

The Contractor shall (1) remove floor coverings and adhesive according to recommendations in RFCl-WP and its Addendum; and (2) remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCl.

The Contractor shall (1) only remove existing roofing in one day to the extent that it can

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The Contractor shall remove air conditioning equipment without releasing refrigerants.

I. Reuse of Building Elements:

The Contractor shall not demolish building elements beyond what is indicated on the plans without the Engineer's approval.

J. Removed and Salvaged Materials:

Unless otherwise directed by the Engineer, the Contractor shall (1) store materials in a secure area until delivery to the owner; (2) transport materials to the owner's storage area off-site; and (3) protect materials from damage during transport and storage.

K. Removed and Reinstalled Materials:

Unless otherwise directed by the Engineer, the Contractor shall (1) clean and repair materials to functional condition adequate for intended reuse; (2) paint equipment to match the color of new equipment; (3) protect materials from damage during transport and storage; and (4) reinstall items in locations indicated complying with transport requirements for new materials and equipment and providing connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

L. Existing Materials to Remain:

The Contractor shall protect construction indicated to remain against damage and soiling during selective demolition.

The Contractor shall drain piping and cap or plug piping with the same or a compatible piping material for piping to be abandoned in place.

The Contractor shall cap or plug ducts with the same or a compatible ductwork material for ducts to be abandoned in place.

The Contractor shall cut and remove concealed conduits and wiring to be abandoned in place 2-inches (50-mm) below the surface of the adjacent construction, cap the conduit end, and patch the surface to match the existing finish. The Contractor shall cut existing conduits installed in concrete slabs to be abandoned in place flush with the top of the slab and fill conduit end with a minimum of 4-inches (100-mm) of concrete.

M. Patching and Repairing:

The Contractor shall comply with Article 1.20-1.08.03 subsection 3H for patching and
GENERAL CLAUSES FOR

repairing damage to adjacent construction caused by selective demolition operations.

N. Disposal of Demolished Materials:

The Contractor shall (1) not allow demolished materials to accumulate or be sold on the Project Site; (2) not burn demolished materials on the Project Site; and (3) promptly and legally dispose or recycle demolished materials off the Project Site."

1.20-1.08.05--Personnel and Equipment:

Replace "FM with "FMG" in subsection (a)

Add the following article:

"1.20-1.08.12--Semi-Final and Final Inspections:

1. Semi-Final Inspection: Before requesting the Semi-Final Inspection, the Contractor shall show 100% completion for all Project work claimed as complete. The Contractor shall submit final test/adjust/balance records including the final air and water balance report. For all incomplete Project work, the Contractor shall prepare its own "Punch List" of the incomplete items and reasons the work is not complete. The Contractor shall submit final test/adjust/balance records including the final air and water balance report.

On receipt of a Contractor request for inspection, the Engineer will proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare a "Punch List" of unfiled, substandard, or incomplete items. During this inspection, the Contractor shall have all technicians necessary to demonstrate the complete operation of all systems on-site. Examples of such systems include, but are not limited to, the following: boiler, HVAC, fire alarm, and building automation. The Engineer will advise the Contractor of the construction that must be completed or corrected before the issuance of the C.O.C. Results of the completed inspection will form the basis of requirements for the Final Inspection. The Engineer reserves the right to issue the C.O.C. after the Semi-Final Inspection if there are no Building Code or Fire Code compliance issues or any major "Punch List" items.

2. Final Inspection: Before requesting Final Inspection for issuance of the C.O.C., the Contractor shall: (1) submit specific warranties, maintenance service agreements, final certifications and similar documents; (2) submit Record Drawings, Record Specifications, operations and maintenance manuals, final project photographs, property surveys, and similar final record information; (3) deliver spare parts; (4) make final changeover of permanent locks and deliver the keys to the Engineer; (5) complete start-up testing of systems; (6) train the owner's operation and maintenance personnel; (7) discontinue or change over and remove temporary facilities from the Project Site, along with construction tools, mock-ups, and similar elements; (8) complete final

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cleaning requirements, including touch-up painting; (9) touch-up and otherwise repair and restore marred exposed finishes to eliminate visual defects; (10) submit a certified copy of the Engineer's "Punch List" of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer; (11) submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Final Inspection, when the Engineer took possession of and responsibility for corresponding elements of the Project work; and (12) install permanent electrical service. The Contractor shall

install permanent electrical service prior to Semi-Final Inspection if requested by the Engineer, or if necessary for the Engineer or Contractor to perform testing of building and other related systems and equipment to certify acceptance and completion of Project work. The Contractor shall submit all outstanding items or unacceptable submissions from the Semi-Final Inspection, or other outstanding items required for submittal, prior to the Final Inspection.

On receipt of a Contractor request for inspection, the Engineer will proceed with inspection and notify the Contractor of unfulfilled requirements."

1.20 – 1.08.13 – Termination of the Contractor's Responsibility:

Add subsection 3 as follows:

3. Insurance Coverage: The Contractor shall have in place all insurance coverage identified in Article 1.03.07 for the performance of any warranty work."

1.20-1.08.14--Acceptance of Project:

Add the following to subsection 2 under the heading "Equipment and Systems Maintenance Manual:":

"(j) Copies of maintenance agreements with service agent name and telephone number."

Add the following paragraph in subsection 3 after the second paragraph:

"The Contractor shall provide a syllabus prior to the training to ensure that the appropriate owner's operation and maintenance personnel are in attendance."

Delete the last paragraph and replace with the following:

The Contractor shall submit to the Engineer for approval, a qualified commercial videographer to videotape the training sessions. The videographer shall be a firm or an individual of established reputation that has been regularly engaged as a professional videographer for not less than 3 years.

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FACILITIES CONSTRUCTION

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The Contractor shall video record each training session and provide said video in DVD format to the Engineer for the owner's future use."

Add the following section:

"1.20-1.09.06—Partial Payments:

With each payment request under the MLSI, the Contractor shall submit AIA Form G702 (Application and Certificate of Payment) and Form G703 (Continuation Sheet). The Contractor is not required to obtain the Architect's signature on Form G702. Once approved by the Engineer, the Forms G702 and G703 become the basis of payment under the MLSI."

Add the following section:

"1.20-9.75.04—Method of Measurement:

Mobilization as defined in Article 1.20-1.03.01 will be paid in the manner described hereinafter; however, the determination of the total contract price earned shall not include the amount of mobilization earned during the period covered by the current monthly estimate – but shall include amounts previously earned and certified for payment:

1. When the first payment estimate is made, 25 percent of the "Mobilization" line item will be certified for payment.
2. When the Baseline Schedule, as specified under Section 1.05.08, is accepted, 50 percent of the "Mobilization" line item, minus any previous payments, will be certified for payment.
3. When 10 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 75 percent of the "Mobilization" line item, minus any previous payments, will be certified for payment.
4. When 30 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 100 percent of the "Mobilization" line item, minus any previous payments, will be certified for payment."

GENERAL CLAUSES FOR

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 2.02
ROADWAY EXCAVATION, FORMATION OF
EMBANKMENT AND DISPOSAL OF
SURPLUS MATERIAL

2.02.04 – Method of Measurement:

Second to last Paragraph - replace the last sentence with the following:

“Bituminous parking areas are considered as bituminous concrete pavement.”

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 2.05
TRENCH EXCAVATION

Delete the entire Section and replace with the following:

2.05.01--Description:

Paragraph 2 - Delete the only sentence and replace with the following:

- 2) The removal of stormwater drainage structures, stormwater pipes and appurtenances beyond the limits of the roadway and structure excavation.

Sub article 2 - Rock in Trench - Delete the only sentence and replace with the following:

- (2) Rock, insofar as it applies to trench excavation, shall be defined as rock in definite ledge formation, boulders, or portions of boulders, cement masonry structures, concrete structures, reinforced concrete pipe, Portland cement concrete pavement or base, of 1/2 cubic yard (0.5 cubic meters) or more in volume, removed as indicated or directed from within the payment lines for trench excavation.

2.05.05 -Basis of Payment

Paragraph 13 - Delete the entire sentence "There will be no direct payment for the plugging of existing pipes....." and replace with the following:

There will be no direct Payment for the plugging of existing pipes, removal and disposal of metal or plastic pipes or for the breaking up of floors in drainage structures being abandoned. The cost shall be included in the contract unit prices of the drainage and excavation items.

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 3.04
PROCESSED AGGREGATE BASE**

Delete the entire Section and replace with the following:

3.04.01--Description: The base shall consist of a foundation constructed on the prepared subbase or subgrade in accordance with these specifications and in conformity with the lines, grades, compacted thickness and typical cross-section as shown on the plans.

3.04.02--Materials: All materials for this work shall conform to the requirements of Article M.05.01.

3.04.03--Construction Methods: Only one type of coarse aggregate shall be used on a project unless otherwise permitted by the Engineer.

Prior to placing the processed aggregate base, the prepared subbase or subgrade shall be maintained true to line and grade, for a minimum distance of 200 feet (60 meters) in advance of the work. None of the aggregate courses shall be placed more than 500 feet (150 meters) ahead of the compaction and binding operation on that particular course.

The processed aggregate base shall be spread uniformly by a method approved by the Engineer. The thickness of each course shall not be more than 4 inches (100 millimeters) after compaction, unless otherwise ordered.

After the aggregate is spread, it shall be thoroughly compacted and bound by use of equipment specifically manufactured for that purpose. Rollers shall deliver a ground pressure of not less than 300 pounds per lineal inch (52.5 newtons/millimeter) of contact width and shall have a weight (mass) not less than 10 tons (9100 kilograms). Vibratory units shall have a static weight (mass) of not less than 4 tons (3650 kilograms). Water may be used during the compaction and binding operation and shall be applied from an approved watering device. The compacting and binding operation shall begin at the outside edges, overlapping the shoulders for a distance of not less than 6 inches (150 millimeters) and progress towards the middle, parallel with the centerline of the pavement. The work shall cover the entire surface of the course with uniform overlapping of each preceding track or pass. Areas of super-elevation and special cross slope shall be compacted by beginning at the lowest edge and proceeding towards the higher edge, unless otherwise directed by the Engineer. The compacting and binding operation shall be continued until the voids in the aggregates have been reduced to provide a firm and uniform surface satisfactory to the Engineer. The amount of compactive effort shall in no case shall be less than four (4) complete passes of the compacting and binding operations. All aggregate shall be completely compacted and bound at the end of each day's work or when traffic is to be permitted to operate on the

road. The dry density of each layer of processed aggregate base after compaction shall not be less than 95 percent of the dry density for that material when tested in accordance with AASHTO T180, Method D.

Should the subbase or subgrade material become churned up or mixed with the processed aggregate base at any time, the Contractor shall, without additional compensation remove the mixture. The Contractor shall add new subbase material, if required, and reshape and recompact the subbase in accordance with the requirements of Article 2.12.03. New aggregate material shall be added, compacted and bound, as hereinbefore specified, to match the surrounding surface.

Any surface irregularities which develop during, or after work on each course, shall be corrected by loosening material already in place and removing or adding aggregate as required. The entire area, including the surrounding surface, shall be re-compacted and rebound until it is brought to a firm and uniform surface satisfactory to the Engineer.

3.04.04--Method of Measurement: Processed Aggregate Base will be measured horizontally in-place after final grading and compaction. Materials placed beyond the horizontal limits indicated on the plans will not be measured for payment.

The total thickness shall be as indicated on the plans, or as ordered by the Engineer and within a tolerance of minus three-fourths of an inch ($-\frac{3}{4}$ ") to plus one-half inch ($+\frac{1}{2}$ ") (-19 millimeters to +13 millimeters).

Measurements to determine the thickness will be taken by the Engineer at intervals of 500 feet (150 meters) or less, along lanes, and shall be considered representative of the lane. For the purpose of these measurements, a shoulder will be considered a lane.

If a thickness measurement is taken and found deficient, the Engineer will take such additional measurements as he considers necessary to determine the longitudinal limits of the deficiency. Areas not within allowable tolerances shall be corrected, as ordered by the Engineer, without additional compensation to the Contractor.

3.04.05--Basis of Payment: This work will be paid for at the contract unit price per cubic yard for "Processed Aggregate Base", complete in place, which price shall include all materials, tools, equipment and work incidental thereto.

Pay Item
Processed Aggregate Base

Pay Unit
c.y. (cu. m)

July 2006

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 4.01
CONCRETE PAVEMENT

Article 4.01.03-A. Composition:

Add the following new paragraph before the last paragraph:

“The temperature of the concrete at the time of placement shall not be less than 60° F (15.5° C) or greater than 90° F (32° C). For pumped concrete, the temperature shall be determined at the placement end of the pump line. The temperature of the concrete shall be determined in accordance with ASTM C1064.”

January 2009

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 5.14
PRESTRESSED CONCRETE MEMBERS

Article 5.14.03 – Construction Methods:

Change the last sentence of 5.14.03-16 – Methods and Equipment to read:

“The results of this investigation, including computations, shall be submitted to the Engineer.”

PRESTRESSED CONCRETE
MEMBERS

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July 2006

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 6.01
CONCRETE FOR STRUCTURES

Article 6.01.03-8. Placing Concrete:

Add the following new paragraph after the first paragraph:

“The temperature of the concrete at the time of placement shall not be less than 60° F (15.5° C) or greater than 90° F (32° C). For pumped concrete, the temperature shall be determined at the placement end of the pump line. The temperature of the concrete shall be determined in accordance with ASTM C1064.”

July 2006

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 6.03
STRUCTURAL STEEL

6.03.03 – Construction Methods:

In the 5th paragraph of subsection 37 Shop Painting, replace "MS MIL" with "MILSPEC."

STRUCTURAL STEEL

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CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 6.12
CONCRETE CYLINDER CURING BOX

Delete the entire section and replace with it the following:

6.12.01 –Description: This item shall consist of furnishing a box for curing concrete test cylinders. The box shall be commercially available and manufactured specifically for curing concrete test cylinders. The box will remain the property of the Contractor at the conclusion of the project. The box shall be delivered to a location on the project as directed by the Engineer.

6.12.02 – Materials: A catalog cut listing detailed specifications of the box and operating instructions from the manufacturer must be submitted to the Engineer. The box and its components shall be constructed of non-corroding materials and shall be capable of storing a minimum of 18 test cylinders, 6" X 12" (152 mm X 305 mm) stored vertically with the lid closed. The lid must be watertight when closed and hinged in the back with security latches on the front that can be padlocked. The box must be capable of holding water to a maximum level of one inch above test cylinders placed in the box vertically. A drain hole must be provided in a wall of the box to allow manual drainage of the water that exceeds this level. A drain hole must also be provided at the bottom of the box so that it can be manually emptied. The temperature of the water must be controlled by heating and cooling device capable of maintaining the temperature of the water within a range of 60 to 80° F, +/- 2 °F (15.5 to 26.7 °C, +/- 1 °C) within an outside ambient air temperature range of -10 to 120 ° F (-23.3 to 49 °C). The heating and cooling device must be positioned to allow free circulation of air and water around the cylinders and be rated at 120 volts and 15 amps. A rack must be provided within the box to support the cylinders above the pool of temperature controlled water. The device must be thermostatically controlled with a digital readout that is capable of displaying the high/low water temperature within the box since the last reading was taken.

6.12.03 - Construction Methods: The Contractor shall maintain the curing box in working order and shall provide all necessary electrical service and water so that the curing box can be used properly during the entire course of the project. Any curing box that is not operating properly, as determined by the Engineer, shall be replaced within 24 hours by the Contractor at no expense to the State. The Engineer reserves the right to prohibit placement of fresh concrete on the project until a curing box acceptable to the Engineer is operational on the project site.

6.12.04 - Method of Measurement: The furnishing of the concrete test cylinder curing box will be measured for payment by the number of boxes delivered by the Contractor and accepted by the Engineer.

6.12.05 – Basis of Payment: This item will be paid for at the contract unit price each for “Concrete Cylinder Curing Box” ordered and accepted on the project, which price shall include all submittals, material, tools, equipment, and labor incidental thereto. The price shall also include all maintenance and operating costs related to the curing box for the duration of the project.

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 6.51
CULVERTS

6.51.02 – Materials:

In the 2nd paragraph replace "Gravel fill" with "Granular fill".

6.51.03 – Construction Methods:

In the 8th paragraph replace "gravel fill" with "granular fill".

Delete the 13th paragraph, "Bituminous fiber and ... as the pipe."

6.51.04 – Methods of Measurement:

In the 7th paragraph replace "Gravel Fill" with "Granular Fill".

6.51.05 – Basis of Payment:

In the 8th paragraph replace "Gravel Fill" with "Granular Fill".

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 7.02
PILES

Article 7.02.05- Basis of Payment:

In the first sentence of the first paragraph of Section "2. Timber Piles" change "Furnishing Timber Piles Foot (Meter Length) and Furnishing Treated Timber Piles Foot (Meter Length)" to "Furnishing (Type) Timber Piles (Foot (Meter) Length)".

In the first sentence of the last paragraph of Section "2. Timber Piles" change "Driving Timber Piles" and "Driving Treated Timber Piles " to "Driving (Type) Timber Piles".

Under Pay Items:

Delete:

Pay Item
Furnishing (Type) Piles (Lengths)

Pay Unit
lb. (kg)

Add:

Pay Item
Furnishing (Type) Timber Piles (Length)
Furnishing Steel Piles
Furnishing (Type) Prestressed Concrete Piles
Cast-in-Place Concrete Piles

Pay Unit
ea. (ea)
lb. (kg)
l.f. (m)
l.f. (m)

January 2009

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 8.22
TEMPORARY PRECAST CONCRETE BARRIER CURB

Article 8.22.04 – Method of Measurement:

Add the following sentence to the end of the second paragraph:

“Relocation of Temporary Precast Concrete Barrier Curb for access to the work area or for the convenience of the Contractor shall be considered incidental to Maintenance and Protection of Traffic and will not be measured for payment.”

TEMPORARY PRECAST
CONCRETE BARRIER CURB

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CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.10
METAL BEAM RAIL

Article 9.10.04 – Method of Measurement

Subarticle 1 – Metal Beam Rail (Type)

Delete the only sentence and replace with the following:

The length of metal beam rail measured for payment will be the number of linear feet (meters) of accepted rail of the type or designation installed, including radius rail other than Curved Guide Rail Treatment, measured along the top of rail between centers of end posts in each continuous section.

July 2006

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.18
THREE CABLE GUIDE RAILING
(I-BEAM POSTS) AND ANCHORAGES

9.18.03 – Construction Methods:

In the 10th paragraph, replace "MIL" with "MILSPEC."

January 2010

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.22
BITUMINOUS CONCRETE SIDEWALK
BITUMINOUS CONCRETE DRIVEWAY

9.22.03 – Construction Methods:

Replace the first paragraph with the following:

1. Excavation: Excavation, including saw cutting, removal of any existing sidewalk, or driveway, shall be made to the required depth below the finished grade, as shown on the plans or as directed by the Engineer. All soft and yielding material shall be removed and replaced with suitable material."

9.22.05 – Basis of Payment:

Replace the only paragraph with the following:

"This work will be paid for at the contract unit price per square yard (square meter) for "Bituminous Concrete Sidewalk" or "Bituminous Concrete Driveway," as the case may be, complete in place, which price shall include all saw cutting, excavation as specified above, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, and all equipment, tools, labor and materials incidental thereto."

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.44
TOPSOIL**

Add the following paragraph to the beginning of article 9.44.03 – Construction Methods:

“The Contractor shall notify the Engineer of the location of the topsoil at least 15 calendar days prior to delivery. The topsoil and its source shall be inspected and approved by the Engineer before the material is delivered to the project. Any material delivered to the project, which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the Contractor with acceptable material.”

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.49
FURNISHING, PLANTING and MULCHING
TREES, SHRUBS, VINES and GROUND COVER PLANTS

9.49.03 – Construction Methods:

Replace subsection 5. Pits with the following:

"5. Pits: The pit diameters shall be twice the diameter of the root-spread or container diameters, and shall be 2- inches (50 millimeters) less than the height of the rootball measured from the bottom of the ball to the root collar. (i. e. A 12-inch (300 millimeters) measurement between the root collar and the bottom of the rootball will require a 10-inch (250 millimeters) deep pit). Any excavation in excess of that required shall be replaced with planting soil and compacted to the satisfaction of the Engineer."

Add the following sentence to subsection 6. Obstructions Below Ground:

"If removal of obstructions results in a deeper hole than needed for planting, backfill material shall be added and compacted to the satisfaction of the Engineer."

Replace subsection 7. Preparation of Backfill with the following:

"7. **Backfill:** Backfill shall conform to M.13.01-1 Planting Soil."

Replace subsection 8. Setting Plants with the following:

"8. **Setting Plants:** All plants shall be plumb and at a level that is 2-inches (50 millimeters) higher than the surrounding ground. Backfill material for all plants shall be thoroughly and properly settled by firming or tamping. Thorough watering shall accompany backfilling. Saucers capable of holding water shall be formed at individual plants (exclusive of plant beds) by placing ridges of planting soil around each, or as directed by the Engineer.

a. Balled and Burlapped plants: Plants shall be handled in such manner so that the soil will not be loosened from the roots inside of the ball. Carefully place the plant into the prepared pits and backfill with planting soil to one - half the depth of the pit, thoroughly tamp to the satisfaction of the Engineer around the ball. Fill the remaining area of the pit with water. Once water has completely drained, loosen the burlap and peel down the top one third. If wire baskets are used, cut and bend down the top third of the basket. Roots that have been wrapped around the ball within the burlap shall be straightened and the remainder of the pit filled with planting soil tamped to ensure that no air pockets remain.

b. Container Grown Plants: Carefully remove the plant from the container over the prepared pits. Gently loosen the soil and straighten all roots as naturally as possible. Place into the bottom of the pit. Backfill with planting soil to one - half the depth of the pit. Thoroughly tamp to the satisfaction of the Engineer. Fill remaining area of the pit with water. Once water has completely drained fill the remainder of the pit with planting soil tamped to ensure that no air pockets remain.

c. Bare-roots Plants: Carefully spread roots as naturally as possible and place into the bottom of the pit. All broken or frayed roots shall be cleanly cut off. Backfill with planting soil to one - half the depth of the pit. Thoroughly tamp to the satisfaction of the Engineer. Fill remaining area of the pit with water. Once water has completely drained fill the remainder of the pit with planting soil tamped to ensure that no air pockets remain."

Replace subsection 10. Watering with the following:

"10. Watering: All plants shall be watered upon setting and as many times thereafter as conditions warrant.

The following is a guide for minimum requirements:

Trees:

2 ½" Caliper and less – Fifteen (15) gallons each.

3" to 5" Caliper – Twenty (20) gallon each.

5 ½" Caliper and above – Twenty-five (25) gallon each.

Shrubs:

24" and less – Six (6) gallon each.

More than 24"- Ten (10) gallon each.

Vines, Perennials, and Ornamental Grasses – Three (3) gallons each.

Groundcovers and Bulbs – Two (2) gallons per square foot.

Water shall be applied at a controlled rate and in such a manner to ensure that the water reaches the root zone (saucer) of the plant or plant bed and does not run off to adjacent areas. Watering shall be applied in a manner that does not dislodge plants, erode soil or mulch, or cause damage to saucer.

The Contractor may use slow-release, drip irrigation bags for watering in accordance with manufacturer's instructions. The use of these portable/temporary irrigation bags will require the approval of the Engineer.

Overhead hydro-seeder spray nozzles shall not be used as watering devices."

Replace subsection 17. Establishment Period with the following:

"17. One-Year Establishment Period: All plant material shall be subject to a One-Year Establishment Period. During this time, the Contractor shall use currently accepted horticultural practices to keep all plant material installed in a healthy, vigorous growing condition at the date of final acceptance. The date of final

acceptance shall be one full calendar year following the satisfactory completion of the planting activities as confirmed by the Engineer.

An inspection will be held one year from the date of installation with the Contractor, Engineer, and Landscape Designer to determine the acceptability of the plant establishment. An inventory of losses and rejected materials will be made and corrective and necessary clean up measures will be determined at the plant inspection."

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 9.75
MOBILIZATION**

9.75.04 – Method of Measurement:

Delete the entire section and replace with the following:

This work will be measured for payment in the manner described hereinafter; however, the determination of the total contract price earned shall not include the amount of mobilization earned during the period covered by the current monthly estimate- but shall include amounts previously earned and certified for payment:

1. When the first payment estimate is made, 25 percent of the lump sum bid price for this item or 2.5 percent of the total original contract price, whichever is less, shall be certified for payment.
2. When the Baseline Schedule, as specified under Section 1.05.08, is accepted, 50 percent of the lump sum bid price or 5 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.
3. When 10 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 75 percent of the Lump sum price of this item or 7.5 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.
4. When 30 percent of the total original contract price is earned and the Baseline Schedule, as specified under Section 1.05.08, is accepted, 100 percent of the Lump sum price of this item or 10 percent of the total original contract price, whichever is less, minus any previous payments, will be certified for payment.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided for by the contract.

January 2005

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 10.10
CONCRETE HANDHOLE**

Article 10.10.05 – Basis of Payment

Remove the words "ground wire".

At the end of the paragraph add the following sentence:

The ground wire (bonding wire) is included in the Contract unit price under Section 10.08 – Electrical Conduit.

Add the word "Cover" to the end of the pay item "Cast Iron Handhole"

July 2006

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 11.13
CONTROL CABLE

11.13.03 – Construction Methods:

In the 1st paragraph of subsection 2 replace "MIL" with "MILSPEC."

CONTROL CABLE

SHEET 1 OF 1

1113

January 2007

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 12.10
EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS**

12.10.03 (2) – Procedures:

Insert the following after the sixth paragraph:

The epoxy shall be uniformly applied to the surface to be marked to ensure a wet film thickness of the applied epoxy, without glass beads, of 20 mils +/- 1 mil (500 um +/- 25 um).

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.06
METALS

Article M.06.01 – Reinforcing Steel:

Subarticle 1. Bar Reinforcement:

Delete the third paragraph and replace it with:

“Epoxy coated bar reinforcement shall conform to the requirements of ASTM A 615/A 615M, Grade 60 (420) and shall be epoxy coated to the requirements of ASTM A 775/A 775M. All field repairs of the epoxy coating shall conform to the requirements of ASTM D 3963/D 3963M.”

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.13
ROADSIDE DEVELOPMENT

Delete article M.13.01 – Topsoil and replace it with the following:

“Article M.13.01 – Topsoil: The term topsoil used herein shall mean a soil meeting the soil textural classes established by the USDA Classification System based upon the proportion of sand, silt, and clay size particles after passing a No. 10 (2 millimeter) sieve and subjected to a particle size analysis. The topsoil shall contain 5% to 20% organic matter as determined by loss on ignition of oven-dried samples dried at 221° F (105° C). The pH range of the topsoil shall be 5.5 to 7.0.
The following textural classes shall be acceptable:

- Loamy sand, including coarse, loamy fine, and loamy very fine sand, with not more than 80% sand
 - Sandy loam, including coarse, fine and very fine sandy loam
 - Loam
 - Clay loam, with not more than 30% clay
 - Silt loam, with not more than 60% silt
 - Sandy clay loam, with not more than 30% clay
- All textural classes of topsoil with greater than 80% sand content will be rejected.

The topsoil furnished by the Contractor shall be a natural, workable soil that is screened and free of subsoil, refuse, stumps, roots, brush, weeds, rocks and stones over 1 1/4 inches (30 millimeters) in diameter, and any other foreign matter that would be detrimental to the proper development of plant growth.

The Contractor shall notify the Engineer of the location of the topsoil at least 15 calendar days prior to delivery. The topsoil and its source shall be inspected and approved by the Engineer before the material is delivered to the project. Any material delivered to the project, which does not meet specifications or which has become mixed with undue amounts of subsoil during any operation at the source or during placing and spreading, will be rejected and shall be replaced by the Contractor with acceptable material.

When topsoil is not furnished by the Contractor, it shall be material that is stripped in accordance with Section 2.02 or is furnished by the State, and will be tested as determined by the Engineer.

1. Planting Soil: Soil Material to be used for plant backfill shall be one of the following textural classes:

- Loamy sand, with not more than 80% sand
- Sandy loam
- Loam
- Clay loam, with not more than 30% clay
- Silt loam, with not more than 60% silt
- Sandy clay loam, with not more than 30% clay

Planting soil shall be premixed, consisting of approximately 50 % topsoil, 25 % compost or peat, and 25% native soil. Planting soil shall be loose, friable, and free from refuse, stumps, roots, brush, weeds, rocks and stones 2 inches (50 millimeters) in diameter. In addition, the material shall be free from any material that will prevent proper development and plant growth.

(a) For ericaceous plants and broad-leaved evergreens requiring an acid soil, planting soil shall have a true pH of 4.5 to 5.5. If it has not, it shall be amended by the Contractor at his own expense to the proper pH range by mixing with sulphur.

(b) Planting soil for general planting of nonacid-loving plants shall have a true pH value of 5.6 to 6.5. If it has not, it shall be amended by the Contractor at his own expense to the proper pH range by mixing with dolomitic limestone.

The amount of either sulphur or limestone required to adjust the planting soil to the proper pH range (above) shall be determined by the Engineer based on agronomic tests. The limestone shall conform to the requirements of Article M.13.02. The sulphur shall be commercial or flour sulphur, unadulterated, and shall be delivered in containers with the name of the manufacturer, material, analysis, and net weight (mass) appearing on each container.

The Engineer reserves the right to draw such samples and to perform such tests as he deems necessary to ensure that these specifications are met.”

July 2008

CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.16
TRAFFIC CONTROL SIGNALS

Article M.16.04 – Poles:

Subarticle 1. Steel Poles:

(i) Wire Entrance Fitting:

In the second sentence, delete "required to accept the cables".

Article M.16.06 – Traffic Signals:

In the 1st paragraph of subsection 9 replace "MIL" with "MILSPEC".

Under the paragraph entitled Third Coat, replace the first two sentence with the following:

"Dark Green Enamel: Shall be Dark Green exterior baked enamel and shall comply with FS A-A 2962. The color shall be No. 14056, FS No. 595."

and in the third sentence replace "MIL" with "MILSPEC."

Article M.16.08 – Pedestrian Push Button

Subarticle – Painting

Delete the entire "Third Coat" paragraph and replace with the following:

Third Coat: Dark Green Enamel, shall be DARK GREEN exterior-baking enamel and shall comply with Federal Specifications A-A 2962. The color shall be No. 14056, Federal Standard No. 595.

July 2006

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.17
ELASTOMERIC MATERIALS**

M.17.01 – Elastomeric Bearing Pads:

In the 2nd paragraph of subsection 4(b), replace "MS MIL" with "MILSPEC."

July 2006

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION M.18
SIGNING**

M.18.10 – Demountable Copy:

In the chart under subsection 3H, replace "MS MIL" with "MILSPEC."

SIGNING

SHEET 1 OF 1

M.18

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(Included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general dispute clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractors for compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, 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 directives or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers or mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices. In which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor for the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible therefor shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees; and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervisor, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project, submitted for approval to the Secretary of Transportation, or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation, or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented:

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1887 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 and (c) of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SUBSTITUTION OF SECURITIES FOR RETAINAGES ON STATE CONTRACTS AND SUBCONTRACTS

The contractor is advised of the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised which is quoted as follows:

- (a) Under any contract made or awarded by the state, or by any public department or official thereof, or under any subcontract made directly thereunder with the contractor, the contractor and any subcontractor may, from time to time, withdraw the whole or any portion of the amount retained for payments to the contractor or subcontractors, as the case may be, pursuant to the terms of the contract or subcontracts, upon depositing with the Comptroller (1) United States Treasury bonds, United States Treasury notes, United States Treasury certificates of indebtedness or United States Treasury bills, or (2) bonds or notes of the state of Connecticut or (3) bonds of any political subdivision in the state of Connecticut. No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of such securities, whichever is lower.
- (b) The Comptroller shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the same, when and as collected, to the contractor and the subcontractors who deposited the obligations. If the deposit is in the form of coupon bonds, the Comptroller shall deliver each coupon as it matures to the contractor and the subcontractors.
- (c) Any amount deducted by the state, or by any public department or official thereof, pursuant to the terms of the contract, and subcontracts made directly thereunder with the contractor, from the retainages due the contractor and said subcontractors, shall be deducted, first from that portion of the retainages for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the contractor and the subcontractors shall be entitled to receive interest, coupons or income only from those securities which remain after such amount has been deducted.

1. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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, mental retardation, 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. 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, 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 project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) 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.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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 of 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 section 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 section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

NONDISCRIMINATION (SEXUAL ORIENTATION)

(a) Pursuant to Section 4a-60a of the Connecticut General Statutes, (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 of 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 section 46a-56 of the general statutes; (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 section 46a-56 of the general statutes.

(b) The contractor shall include the provisions of subsection (a) 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 section 46a-56 of the general statutes; 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 interest of the state and the state may so enter.

RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

The Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1985, a part of which is quoted as follows:

(b) Each contract for any such project covered by this section under the supervision of the state or any of its agents shall contain the following provision: "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."

CONSTRUCTION, ALTERATION OR REPAIR OF PUBLIC WORKS PROJECTS BY THE STATE OR POLITICAL SUBDIVISION

The contractor shall comply with the provisions of Section 31-53 of the General Statutes of the State of Connecticut, as revised, a part of which is quoted as follows:

(a) Each contract for the construction, remodeling, refinishing, refurbishing rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, 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 employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

LIMITATION ON AWARDDING OF CONTRACTS

The contractor shall comply with the provisions of Section 31-53a of the General Statutes of the State of Connecticut, as revised, a part of which is quoted as follows:

2) No general contractor that enters into a contract with the state or any of its agents, or with any political subdivision of the state or any of its agents, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project subject to the provisions of section 31-53, as amended, or for any state highway project that falls under the provisions of section 31-54, shall award any work under such contract to the persons or firms appearing on the list distributed by the Labor Commissioner pursuant to subsection (a) of this section or to any firm, corporation, partnership or association in which such persons or firms have an interest until a period of up to three years, as determined by the Labor Commissioner, has elapsed from the date of publication of the list containing the names of such persons or firms.

(3) Prior to performing any work under a contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project subject to the provisions of section 31-53, as amended, or for any state highway project that falls under the provisions of section 31-54, each person, firm, corporation, partnership or association engaged by a general contractor to perform such work shall submit a sworn affidavit to the general contractor attesting that such person, firm, corporation, partnership or association does not hold an interest of ten per cent or greater in a firm appearing on the list distributed by the Labor Commissioner pursuant to subsection (a) of this section. The receipt and retention by a general contractor of such sworn affidavit shall fulfill the general contractor's obligation under subdivision (2) of this subsection.

RATE OF WAGES FOR WORK ON STATE HIGHWAYS

The contractor shall comply with the provisions of Section 31-54 of the General Statutes of the State of Connecticut, as revised, which is quoted as follows:

The Labor Commissioner shall hold a hearing at any required time to determine the prevailing rate of wages upon any highway contract within any specified area on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, upon any classifications of skilled, semiskilled and ordinary labor. Said commissioner shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, in each locality where any highway or bridge is to be constructed, and the Commissioner of transportation shall include such rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, or in lieu thereof, in cash as part of wages each pay day, for each classification of labor in the proposal for the contract and in the contract. The rate and the amount so established shall, at all times, be considered as the minimum rate of wage on an hourly basis and the amount of payment or contributions to an employee welfare fund, or cash in lieu thereof, for the classification for which it was established. Any contractor who pays any person at a lower rate of wage on an hourly basis or the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, or where he is not obligated by any agreement to make payment or contributions to the employee welfare funds, as defined in section 31-53, and fails to pay the amount of such payment or contributions directly to the employee as part of his wages each pay day, than that so established for the classifications of work specified in any such contract shall be fined not more than two hundred dollars for each offense. The provisions of this section shall apply only to state highways and bridges on state highways.

ANNUAL ADJUSTMENTS TO PREVAILING WAGES

The contractor shall comply with the provisions of Public Act 02-69 which reads, as follows:

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provision of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each employee, effective each July first.

AWARDING OF CONTRACTS TO OCCUPATIONAL SAFETY AND HEALTH LAW VIOLATORS PROHIBITED

The contractor shall comply with the provisions of Section 31-57b of the General Statutes of the State of Connecticut, as revised, which is quoted as follows:

No contract shall be awarded by the State or any of its political subdivisions to any person or firm or any firm, corporation, partnership or association in which such persons or firms have an interest (1) which has been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty of not less than five hundred dollars nor more than five thousand dollars and shall be disqualified from bidding on or participating in a contract with the state or any of its political subdivisions for five years

from the date of the final determination that the information is false. Any political subdivision or any state agency receiving false information pursuant to this section shall notify the Commissioner of Administrative Services and, upon receipt of such notice, the commissioner shall conduct a hearing in accordance with the provisions of chapter 54. Upon a determination that false information was provided, the commissioner shall impose a civil penalty in accordance with the provisions of this section. Such civil penalty shall be paid to the Treasurer or to an official of the political subdivision, as the case may be. Any civil penalty imposed pursuant to this section may be collected in a civil proceeding by any official of a political subdivision authorized to institute civil actions or, in the case of the state, by the attorney general, upon complaint of the Commissioner of Administrative Services.

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time), promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

SERVICE OF PROCESS

The successful bidder, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his 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.

AMERICANS WITH DISABILITIES ACT OF 1990

This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, (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.

EXECUTIVE ORDER NO. THREE

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of, or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

EXECUTIVE ORDER 7C

This provision and its subsections are included in this contract in accordance with Section 6 of Governor M. Jodi Reli's Executive Order No. 7C: The State Contracting Standards Board (the "Board") may review the contract and recommend to the state contracting agency termination of the contract for cause. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. The state contracting agency shall consider the recommendations of the Board and act in accordance with the contract and applicable law.

The contractor agrees to satisfy the requirements of Executive Order 1 and Section 10(a) of Executive Order No. 7C of Governor M. Jodi Rell and § 4-252 of the Connecticut General Statutes, as amended, including the delivery of the certification of the contractor with respect to gifts and lawful campaign contributions and other matters required thereunder, which form of certificate is available on the Website of the Office of Policy and Management at www.opm.state.ct.us. If this is a multi-year contract, then, so long as the contract remains in effect, the contractor shall provide the state with an annual update of the aforesaid certification on each anniversary of the effective date of such contract.

EXECUTIVE ORDER NO. 14

When applicable, this contract is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2007 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order 14. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 14 is incorporated herein by reference and made a part hereof. This Executive Order No. 14 shall be made a part of any applicable subcontracts to this Agreement. The parties agree to abide by such Executive Order.

EXECUTIVE ORDER NO. 16/VIOLENCE IN THE WORKPLACE PREVENTION

This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

EXECUTIVE ORDER NO. SEVENTEEN/LISTING ALL EMPLOYMENT OPENINGS WITH THE CONNECTICUT STATE EMPLOYMENT SERVICE

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

EXECUTIVE ORDER NO. 18

When applicable, this contract is subject to the provisions of Executive Order No. 18 of Governor M. Jodi Rell dated February 6, 2008 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order 18. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 18 is incorporated herein by reference and made a part hereof. This Executive Order No. 18 shall be made a part of any applicable subcontracts to this Agreement. The parties agree to abide by such Executive Order.

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS

The contractor hereby acknowledges and agrees to comply with the attached CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities", dated March 3, 2009, a copy of which is attached hereto and made a part of hereof.

A(76) AFFIRMATIVE ACTION REQUIREMENTS A (76)

It is the intent of these Affirmative Action Requirements to provide compliance standards for employee-hours in each craft utilized in the transportation construction industry on transportation construction projects. This provision affects contractors and their subcontractors while under contract with the Connecticut Department of Transportation. It is not the intent of these Affirmative Action Requirements to cause personnel displacement in order to hire qualified minorities and women. They are however designed to ensure that equal employment opportunity is being provided and discriminatory employment practices are not being exercised. The actual number of minority and female employee hours worked in each craft, compared to the labor market goals, will determine project compliance.

General Contract Provision

The contractor or subcontractor shall comply with this provision or provide adequate documentation of "good faith efforts" in attempting to comply with this provision.

The employee hours for minorities and females should be substantially uniform throughout the length of the contract for each of the trades. The time-table for meeting the project goals extends through the duration of the contract.

For the purpose of this provision, "minority" is defined as; Blacks, includes all persons having origins in any of the black racial groups; Hispanics, includes all persons of Mexican, Puerto Rican, Cuban, Central or South American, or Spanish Culture, except Portuguese; Asians, includes all persons having origins in any of the original peoples of the Far East, Southeast Asia, or Pacific Islands; and American Indians, all persons having origins in any of the original peoples of North America.

The percentage goals for minority employee-hour utilization and female employee hour utilization are based on Connecticut Labor Market statistics. The labor market goals for minorities and females are separate goals. Employees should not be counted in both the minority and female categories. The goal requirements are listed in Appendix A of this provision. The employee-hour percentages are expressed in terms of training and employment hours in proportion to the total employee-hours worked by the contractor's and/or subcontractor's entire work force in that trade or craft. The transfer of minorities, females or trainees from employer to employer, or from project to project, for the sole purpose of meeting the labor market goal, is a violation of this contract provision.

In no event may a contractor or subcontractor utilize the goals, time-tables, or affirmative action steps, required by these provisions in such a manner as to cause or result in discrimination against any person on the basis of race, color, religion, sex, age, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness.

Compliance and Enforcement

Contractors are responsible for informing their subcontractor(s) (regardless of tier) as to their respective obligations under these provisions. Any contractor or subcontractor who fails to meet the stipulation(s) prescribed in this provision, and/or fails to provide adequate documentation of affirmative actions and "good faith efforts", shall be deemed to be in non-compliance with this provision, as well as; Presidential Executive Order 11246 as amended, the Governor's Executive Order #3, Connecticut's EEO Special Provisions and Equal Opportunity Clause of its contract.

If the contractor and/or subcontractor is deemed to be in non-compliance, then he shall be subject to sanctions and penalties for violation of Connecticut's Specific Equal Employment Opportunity Responsibilities Contract Provision (April 1994), Presidential Executive Order 11246 as amended and/or the Governor's Executive Order #3. These sanctions and penalties shall include but not be limited to suspension, termination, and/or cancellation of existing contracts and/or subcontracts (subcontract agreements).

Procedures

In determining whether a contractor or subcontractor has met the goals, the agency will consider the contractor's and/or subcontractor's utilization of minority and female participation per craft (hourly). If the contractor or subcontractor meets the goals, or can demonstrate and document that every good faith effort was made to meet the goals, the contractor or subcontractor shall be presumed to be in compliance with this contract provision. Formal sanctions or proceedings will not be instituted unless the agency otherwise determines that the contractor or subcontractor is in violation of this provision.

In the event a noncompliance finding is made, the contractor shall receive an informal letter informing him/her of the noncompliance finding and a request for corrective action relative to this finding. If no response is received, or if the response is unsatisfactory, the contractor shall receive a registered show-cause notice requesting specific action to be taken by the contractor, and an explanation of what actions may be taken against the contractor if a satisfactory solution is not reached.

If a show cause notice is issued, then the formal process begins, and proceeds with such formal actions as prescribed by the sanctions and penalties described herein; the burden of proving the

noncompliance of these provisions lies with the agency. However, the contractor's or subcontractor's failure to meet his goals shall shift to him to present evidence to show that he has met the "good faith effort" requirement of these provisions.

In respect to matters not covered in this provision, nothing herein is intended to relieve any contractor or subcontractor from compliance with all applicable federal and state laws, regulations, Executive Orders and/or Special Provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of its contract on this project.

Records and Reports

It is required of the successful bidder and each approved subcontractor to submit to the Division of Contract Compliance for review and approval an affirmative action plan. On federal-aid projects, this requirement (Affirmative Action Plan) is waived if the contract or subcontract is under \$10,000 (unless an Affirmative Action Plan is determined necessary by the contracting agency). On completely state-funded projects, the Affirmative Action Plan requirement is waived on contracts or subcontracts under \$5,000 (unless an Affirmative Action Plan is determined necessary by the contracting agency).

This provision will supplement Connecticut's Required Contract Provision, entitled "Specific Equal Employment Opportunity Responsibilities" in all contracts including federally-aided contracts as applicable.

State Funded Projects

APPENDIX A

(LABOR MARKET GOALS)

<u>LABOR MARKET AREA GOAL</u>	<u>MINORITY GOAL</u>	<u>FEMALE</u>
	%	%
Bridgeport	14	6.9
Ansonia-Beacon Falls-Bridgeport-		
Derby-Easton-Fairfield-Millford-		
Monroe-Oxford-Seymour-Shelton-		
Stratford-Trumbull		
Danbury	4	6.9
Bethel-Bridgewater-Brookfield-		
Danbury-Kent-New Fairfield-		
New Milford-Newton-Redding-		
Ridgefield-Roxbury-Sherman-		
Washington		
Danielson	2	6.9
Brooklyn-Eastford-Hampton-		
Killingly-Pomfret-Putnam-		
Scotland-Sterling-Thompson-		
Voluntown-Union-Woodstock		
Hartford	15	6.9
Andover-Ashford-Avon-Barkhamsted-		
Berlin-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-Harwington-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	2	6.9
Chester-Deep River-Essex-Lyme-		
Westbrook		

LABOR MARKET AREA GOAL

MINORITY GOAL

FEMALE

New Haven	14	6.9
Bethany-Branford-Cheshire-		
Clinton-East Haven-Gullford-		
Hamden-Killingworth-Madison-		
Meriden-New Haven-No.Branford-		
North Haven-Orange-Wallingford-		
West Haven-Woodbridge		
New London	8	6.9
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 RI		
Stamford	17	6.9
Darien-Greenwich-New Canaan-		
Norwalk-Stamford-Weston-		
Westport-Wilton		
Torrington	2	6.9
Canaan-Colebrook-		
Cornwall-Goshen-Hartland-Kent-		
Litchfield-Morris-		
Norfolk-North Canaan-Salisbury-		
Sharon-Torrington-Warren		
Waterbury	10	6.9
Bethlehem-Middlebury-Naugatuck-		
Prospect-Southbury-Thomaston-		
Waterbury-Watertown-Wolcott-		
Woodbur		

Privatized Public Records

If applicable, the Department is entitled to receive a copy of records and files related to the performance of the Contractor under this Construction Contract, and such records and files shall be subject to the Freedom of Information Act and may be disclosed by the Department pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the Department in accordance with the Freedom of Information Act. 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 Section 1-205 and 1-206 of the Connecticut General Statutes.

The terminology "If applicable," precedes the language above to account for any construction contracts initially having a value of less than Two Million Five Hundred Thousand Dollars (\$2,500,000), but having the potential, through change orders, to exceed the cited threshold.

Oversight of Large State Contracts

The following clause is applicable to those contracts with an aggregate value of Five Million Dollars (\$5,000,000) or more.

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 state or quasi-public agency (if applicable) or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes Section 4-61dd(a), the for a civil penalty of not more than Five Thousand Dollars for each offense, up to a maximum of twenty percent of the value of the contract. Each violation shall be a separate and distinct offense and in contractor shall be liable 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 executive head of the state or quasi-public agency (if applicable) may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

The contractor shall post a notice of the provisions of this section in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Construction Safety and Health Course

The contractor shall comply with the provisions of section 31-53b of the General Statutes of the State of Connecticut as revised which is quoted as follows.

(a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such 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 Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any employee required to complete a construction safety and health course required under subsection (a) of this section who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance. The Labor Commissioner's designee shall enforce this section.

(c) Not later than January 1, 2007, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54 of the general statutes, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration

Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) For the purposes of this section, "public building" means a structure, paid for in whole or in part with state funds, within a roof and within exterior walls or fire walls, designed for the housing, shelter, enclosure and support or employment of people, animals or property of any kind, including, but not limited to, sewage treatment plants and water treatment plants. "Public Building" does not include site work, roads or bridges, rail lines, parking lots or underground water, sewer or drainage systems including pump houses or other utility systems.

CIVIL RIGHTS REVISIONS - TITLE VI CONTRACTOR ASSURANCE

As a condition to receiving federal financial assistance under the Contract, if any, the contractor shall comply with Title VI of the Civil Rights Act of 1964 (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, all of which are hereby made a part of this Contract.

Federal Obligation to Third Party

1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOR regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Cargo Preference

Applicability to Contracts

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National

Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

November 1980

CONNECTICUT

REQUIRED CONTRACT PROVISION

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATION

(EXECUTIVE ORDER 11246)

1. Appendix A and Appendix B referred to below and attached hereto express goals and timetables for the utilization of females and minorities respectively on all federally assisted construction projects advertised by the Connecticut Department of Transportation.
Appendix A establishes the goal for female utilization in all crafts statewide. Appendix B refers to minority utilization for each trade in designated areas.
2. The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALES

MINORITIES

See Appendix A

See Appendix B

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) 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 such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

3. The Contractor's compliance with the Executive Order and the regulations in 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. As used in these specifications:
 - a. "Covered area," means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any persons to whom the Director delegates authority.
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or Origin, regardless of race);
 3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
5. 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.
6. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's of subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

7. The Contractor shall implement the specific affirmative action standards provided in paragraphs 10a through p of these specifications. The goals set forth in the solicitation from which this contract resulted area expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

8. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

9. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to training programs approved by the U.S. Department of Labor.

10. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities:

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female of the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate notification to the Director when the Union or Unions with which the Contractor has a collective bargaining agreement has not been referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its own obligations.
- e. Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 10b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting it EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO Policy with other Contractors and

Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to school with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that minority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that he EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

11. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (10 a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may

- be associated as fulfilling any one or more of its obligations under 10 a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligations to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
12. A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and not-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
13. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
14. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
15. The Contractor shall carry out such sanctions and penalties for violations of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 112646, as amended.
16. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in compliance with 41 CFR 60-4.8.
17. The Contractor shall designate a responsible official to monitor all employment related activities to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any,

employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in statures, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

18. Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Black Grant Program.)

19. The Director of the Office of Federal Contract Compliance Program, from time to time, shall issued goals and timetables for minority and female utilization which shall be based on appropriate workforces, demographic or other relevant date and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 C.F.R. 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed.

APPENDIX A and B

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction work-force, regardless of whether or not part of that work-force is performing work on Federal, federally assisted or non-federally related project, contract or subcontract.

To be used for Federal-aid contracts

GOALS

Standard Metropolitan Statistical Area (SMSA)

Minority

Female

<u>Bridgeport - Stamford - Norwalk - Danbury</u>		<u>10.2%</u>	<u>6.9%</u>
Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield
Greenwich	Milford	Monroe	New Canaan
New Fairfield	Newtown	Norwalk	Redding
Shelton	Stamford	Stratford	Trumbull
Weston	Westport	Wilton	

<u>Hartford - Bristol - New Britain</u>		<u>6.9%</u>	<u>6.9%</u>
Andover	Avon	Berlin	Bloomfield
Bolton	Bristol	Burlington	Canton
Colchester	Columbia	Coventry	Cromwell
East Granby	East Hampton	East Hartford	East Windsor
Ellington	Enfield	Farmington	Glastonbury
Granby	Hartford	Hebron	Manchester
Marborough	New Britain	New Hartford	Newington
Plainville	Plymouth	Portland	Rocky Hill
Simsbury	South Windsor	Southington	Stafford
Suffield	Tolland	Vernon	West Hartford
Wethersfield	Willington	Windsor	Windsor Locks

<u>New Haven - Waterbury - Meriden</u>		<u>9.0%</u>	<u>6.9%</u>
Beacon Falls	Bethany	Branford	Cheshire
Clinton	East Haven	Guilford	Hamden
Madison	Meriden	Middlebury	Naugatuck
New Haven	North Branford	North Haven	Orange
Prospect	Southbury	Thomaston	Wallingford
Waterbury	Watertown	West Haven	Wolcott
Woodbridge	Woodbury		

<u>New London - Norwich</u>			
Bozrah	East Lyme	Griswold	4.5%
Ledyard	Lisbon	Montville	
Norwich	Old Lyme	Old Saybrook	Groton
Sprague	Stonington	Waterford	New London
			Preston
			6.9%

Non SMSA

Minority

Female

<u>Litchfield - Windham</u>			
Abington	Ashford	Ballouville	5.9%
Barkhamsted	Bethlehem	Bridgewater	
Canaan	Canterbury	Central Village	Bantam
Colebrook	Comwall	Comwall Bridge	Brooklyn
Dayville	East Canaan	East Killingly	Chaplin
Eastford	Falls Village	Gaylordsville	Danielson
Grosvenor Dale	Hampton	Harwinton	East Woodstock
Killingly	Lakeside	Litchfield	Goshen
Morris	New Milford	New Preston	Kent
Norfolk	North Canaan	No. Grosvenordale	Moosup
Oneco	Pequabuck	Pine Meadow	New Preston Marble Dale
Pleasant Valley	Pomfret	Pomfret Center	North Windham
Quinebaug	Riverton	Rogers	Plainfield
Salisbury	Scotland	Sharon	Putnam
South Woodstock	Sterling	Taconic	Roxbury
Thompson	Torrington	Warren	South Kent
Washington	Washington Depot	Wauregan	Terryville
Williamantic	Winchester	Winchester Center	Warrenville
Winsted	Woodstock	Woodstock Valley	West Cornwall
			Windham
			6.9%

CERT-141

Contractor's Exempt Purchase Certificate

General Purpose: Contractors for the repair, alteration, improvement, remodeling, or construction of real property use this certificate to purchase materials and supplies to be installed or placed in a project being performed under contract with an exempt entity. The materials and supplies must remain in the project after its completion, including tangible personal property that remains tangible personal property after its installation or placement. If the tangible personal property is not used in the manner described above, a contractor who claimed an exemption owes use tax on the total price of the tangible personal property.

Wherever the term contractor is used in this certificate, it includes subcontractors of the contractor performing a contract with an exempt entity.

Exempt entity means any person entitled to make purchases of tangible personal property exempt from sales and use taxes under the statutory authority listed below.

Statutory and Regulatory Authority: Conn. Gen. Stat. §12-412(1), (2), (5), (8), (84), (90), (92), (93), and (95); Conn. Gen. Stat. §§7-273mm, 16-344, and 32-231r; and Conn. Agencies Regs. §12-426-18.

Instructions for the Purchaser: Use this certificate for purchases of tangible personal property to be installed or placed in a project being performed under a contract with an exempt entity that will remain in the project after its completion. To qualify for the exemption from sales and use taxes, you must present this certificate to the retailer at the time of the purchase of the qualifying tangible personal property. For at least six years from the date it is issued, keep a copy of this certificate and records that substantiate the information entered on this certificate, including records to support the contractor's use of this certificate and to show the disposition of all materials or supplies so purchased.

If you are unable to designate the exact amount of materials or supplies to be installed or placed in a project being performed under contract with an exempt entity, you must estimate the amount of the purchases. You will be held strictly accountable for any use tax due the state on the purchases in the event of any use other than the permanent installation or placement of the purchases in the exempt project identified in this certificate.

Contractors are the consumers of all the tools, supplies, and equipment used in fulfilling a construction contract that are not installed or placed in the exempt job even if they are used up during the job.

Instructions for the Seller: Acceptance of this certificate, when properly completed, relieves the seller from the burden of proving that tangible personal property is not subject to sales and use taxes when the tangible personal property will be installed or placed in a project being performed under a contract with an exempt entity and will remain in the project after its completion. The certificate is valid only if taken in good faith from a contractor under contract with an exempt entity. The good faith of the seller will be questioned if the seller knows of, or should know of, facts that suggest the contractor does not intend to install or place the property in a project being performed under contract with an exempt entity.

Keep this certificate and bills or invoices to the purchaser for at least six years from the date of purchase. The bills, invoices, or records covering the purchase made under this certificate must be marked to indicate an exempt purchase was made. The words "Exempt under CERT-141" satisfy the requirement.

This certificate may be used for individual purchases, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases for the project identified in this certificate, in which case the box marked "Blanket Certificate" must be checked. A blanket certificate remains in effect for three years unless the purchaser revokes it in writing before the period expires.

For More Information: Call Taxpayer Services at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) or 860-297-5962 (from anywhere). **TTY, TDD, and Text Telephone users** only may transmit inquiries anytime by calling 860-297-4911. Visit the Department of Revenue Services (DRS) website at www.ct.gov/DRS to preview and download forms and publications.

Name of Exempt Entity		Address		CT Tax Registration Number (If none, explain.)		Federal Employer ID #	
Address of Project						CT Exemption Permit Number (If any)	
Type of Exempt Entity (Check one.)							
<input type="checkbox"/> State Government		<input type="checkbox"/> Federal Government		<input type="checkbox"/> Town		<input type="checkbox"/> Police Department	
<input type="checkbox"/> School		<input type="checkbox"/> Fire Department					
<input type="checkbox"/> Library		<input type="checkbox"/> Other (Explain)					
Name of Purchaser		Address		CT Tax Registration Number (If none, explain.)		Federal Employer ID #	
Name of Seller		Address		CT Tax Registration Number (If none, explain.)		Federal Employer ID #	
Provide a written description of each item purchased.							
Check one box: <input type="checkbox"/> Blanket Certificate <input type="checkbox"/> Certificate for One Purchase Only							

Declaration by Purchaser

The item(s) described above are tangible personal property to be installed or placed in a project being performed under contract with the exempt entity identified above and will remain in the project after its completion. I declare that the purchaser named above is a contractor under contract with the exempt entity or a subcontractor of the contractor. I acknowledge that the purchaser will be liable for Connecticut use tax, plus applicable penalty and interest as of the date of purchase, on the total purchase price of the property if any of the requirements for the exemption are not present or are not met.

Declaration: I declare under penalty of law that I have examined this document (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than \$5,000 or imprisonment for not more than five years, or both.

Name of Purchaser _____

By: _____
 Authorized Signature _____ Title _____
 _____ Date _____

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or

subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

(1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

(2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.

(3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

(4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for fixture compliance approved by the contracting agency.

(5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

(6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly

notify *him* of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program, for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from, further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.

Thomas J. Meskill, GOVERNOR

Filed this ____ day of June, 1971.

**STATE OF CONNECTICUT
BY HER EXCELLENCY
M. JODI RELL
GOVERNOR**

EXECUTIVE ORDER NO. 14

WHEREAS, cleaning and sanitizing products are necessary for creating and maintaining clean, healthy and sanitary conditions in State facilities and workplaces;

WHEREAS, exposure to harmful chemicals contained in cleaning and sanitizing products may result in potential impacts to human health;

WHEREAS, harmful chemicals, byproducts and waste contained in certain cleaning and sanitizing products may can be released into the environment during the routine cleaning and sanitization of State facilities normal use;

WHEREAS, choosing less harmful cleaning and sanitizing products for use in State facilities and workplaces and taking steps to reduce exposure by by office and custodial workers, will minimize potential impacts on human health, will improve environmental quality and will reduce pollution;

WHEREAS, the procurement and the proper use and application of cleaning and sanitizing products that perform well and that have positive environmental attributes such as biodegradability, low toxicity, low volatile organic compound content, reduced packaging, and low life cycle energy use will reduce the environmental impacts of routine cleaning and sanitizing activities while also ensuring clean and sanitary State facilities; and

NOW, THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, by virtue of the authority vested in me by the Constitution and Statutes of the State, do hereby **ORDER** and **DIRECT**:

All state agencies in the executive branch shall procure and use, whenever practicable, cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary State facilities.

All state agencies in the executive branch and all higher education agencies and institutions, shall, when procuring or contracting for cleaning and/or sanitizing services provide in such contracts or procurement agreements, require contractors of the State or persons or entities providing cleaning and/or sanitizing services to the State use cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary facilities.

All state agencies in the executive branch shall include in new contracts for the procurement of cleaning products or cleaning services, an appropriate requirement consistent with this Executive Order and the standards and guidelines established by the Department of Administrative Services under Paragraph 3 of this Executive Order.

The Department of Administrative Services, in consultation with the Department of Public Health, the Department of Public Works and the Department of Environmental Protection, shall not later than January 1, 2007, establish and publish written standards and guidelines to provide direction to all state agencies in the executive branch in connection with the implementation of this Executive Order.

The Department of Administrative Services shall provide the Office of the Governor with a report assessing the effectiveness of this Executive Order within one year of the effective date of this Executive Order.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Order are encouraged to review their purchasing and use of cleaning products and/or sanitizing products and are hereby urged to comply with the provisions of this Executive Order where deemed appropriate.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Executive Order are hereby requested and encouraged to review their procurement and use of cleaning and/or sanitizing products and are urged to comply with the provisions of this Executive Order. Such entities may to the extent they deem appropriate, in order to minimize potential impacts to human health and the environment, and consistent with maintaining clean and sanitary facilities seek guidance and assistance consistent with the provisions of Paragraph 3 of this Executive Order from the Departments of Administrative Services, Public Works, Public Health and Environmental Protection.

All state agencies in the executive branch covered by this Executive Order shall, wherever feasible, in a manner that is financially feasible, commercially reasonable and practicable, immediately transition to environmentally and health-friendly cleaning and/or sanitizing products. Such transition shall be accomplished as soon as possible and in a manner that avoids the waste of existing inventories, accommodates establishment of supply chains for new products, enables the training of personnel in appropriate work practices, and allows the phase-out of products and practices inconsistent with this Executive Order.

This Order shall take effect immediately.

Dated at Hartford this 17th day of April, 2006

M. JODI RELL
Governor

By Her Excellency's Command:
Susan Bysiewicz
Secretary of the State

The Executive Office of Governor John G. Rowland
State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence. Therefore, except as may be required as a condition of employment³⁴

- o No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- o No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- o No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.


Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.

4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.


JOHN G. ROWLAND, GOVERNOR

Filed this 4th day of August, 1999.



SUSAN BYSIEWICZ, Secretary of the State

Content Last Modified on 4/12/2004 2:34:16 PM

State Of Connecticut

By His Excellency

Thomas J. Meskill

Governor

Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or
- II.

- prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.
- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.
- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February 1973.

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

The Office of Governor M. Jodi Rell

STATE OF CONNECTICUT

BY HER EXCELLENCY

M. JODI RELL

GOVERNOR

EXECUTIVE ORDER NO. 17

WHEREAS, in September of 2006, I unveiled a comprehensive plan for Connecticut's energy future called "Connecticut's Energy Vision, For a Cleaner, Greener State" ("CT's Energy Vision").

WHEREAS, the CT's Energy Vision put forward a comprehensive plan designed to: reduce the State's reliance on fossil fuels; chart the path for an energy future that focuses on alternative, clean and environmentally friendly energy sources; create incentives for efficient energy choices, make conservation a critical component of state energy policy; strengthen state planning for energy needs and create real savings for consumers.

WHEREAS, The Connecticut Climate Change Action Plan 2005 includes a recommended action for the State procurement of environmentally preferable services and products by increasing preferences for products and services that decrease Green House Gas (GHG) emissions and/or mitigate climate change impact; and

WHEREAS, Public Act 04-252 established a goal for the state to reduce GHG emissions to contribute to the regional GHG reduction goals of 1990 levels by 2010 and 10% below 1990 levels by 2020; and

WHEREAS, Reducing demand for electricity and other energy sources will reduce green house gas emissions associated with global warming; and

WHEREAS, Energy efficiency is recognized as the most cost effective means for reducing the demand for electricity, controlling electric system growth and long term costs, and yielding real cost benefits for the consumer; and

WHEREAS, Utilizing energy efficient appliances and equipment will help mitigate Federally Mandated Congestion Charges (FMCCs) that Connecticut rate payers are subject to; and

WHEREAS, State agencies purchased 670 million kilowatt hours of electricity at a cost of \$62.6 million in state fiscal year 2005; and

WHEREAS, The Energy Star® label indicates that appliances and equipment meet all U.S. Department of Energy and Environmental Protection Agency standards for energy efficiency; and

WHEREAS, Energy Star® estimates energy and cost savings to businesses, organizations and consumers utilizing Energy Star® certified appliances and equipment of approximately \$12 billion nationally in 2005; and

WHEREAS, CT's Energy Vision called for state agencies to assume a leadership role in conservation and the use of energy efficient products and equipment.

NOW, THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, acting by virtue of the

authority vested in me by the constitution and by the statutes of this state, do hereby **ORDER** and **DIRECT** that:

All future equipment and appliances purchased by and for executive branch state agencies shall be Energy Star® certified, provided such Energy Star® certified equipment and appliances are commercially available.

The Department of Administrative Services, in consultation with the Office of Policy and Management and the Department of Environmental Protection shall establish and publish guidelines to provide direction to all executive branch state agencies with the implementation of this Executive Order.

The Department of Administrative Services shall provide the Office of the Governor with a report assessing the effectiveness of this Executive Order within one year of the effective date of this Executive Order.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Executive Order are encouraged to comply with the provisions of this Executive Order. Such entities may seek guidance and assistance consistent with the provisions of Paragraph 2 of this Executive Order from the Departments of Administrative Services, Environmental Protection and the Office of Policy and Management.

This Order shall take effect immediately.

Dated at Hartford the ___ day of February, 2008

M. Jodi Rell,
Governor

STATE OF CONNECTICUT

BY HER EXCELLENCY

M. JODI RELL

GOVERNOR

EXECUTIVE ORDER NO. 18

WHEREAS, Connecticut is of state with a distinctive landscape and natural and historic beauty; and

WHEREAS, during the past several years there has been an increase in the number of outdoor advertising displays and billboards in Connecticut; and

WHEREAS, the outdoor advertising displays and billboards clutter our landscape and pose a potential distraction to the state's motorists; and

WHEREAS, a number of these outdoor displays and billboards are located on state owned property;

WHEREAS, many of the current contracts between the State of Connecticut and private entities allowing for the erection and/or maintenance of outdoor advertising structures, devices or displays contain renewal options; and

WHEREAS, in order to maintain the historic and natural landscape of our State it is necessary to curtail the number of outdoor advertising displays and billboards;

NOW, THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and the statutes of this State, do hereby **ORDER** and **DIRECT**:

1. That no new contracts for the erection and/or maintenance of outdoor advertising structures, devices or displays on state-owned property shall be executed;
2. That no renewal options in existing contracts for the erection and/or maintenance of outdoor advertising structures, devices or displays on state-owned property shall be exercised; and
3. That this Order takes effect immediately.

Dated in Hartford, Connecticut, this 6th day of February 2008.

M. Jodi Rell, Governor

By Her Excellency's Command

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

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.

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

- Contractors and Subcontractors
- Consultants and Subconsultants
- Suppliers of Materials and Vendors (where applicable)
- Municipalities (where applicable)
- Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

The Company will develop, accept and adopt as its operating policy 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.

3. Equal Employment Opportunity Officer:

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4.

Dissemination of Policy:

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5.

Recruitment:

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ComDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7.

Training and Promotion:

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8.

Unions:

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.
- c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualified minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 1. The number of minority and non-minority group members and women employed in each classification on the project;

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women, (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.
 - c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11.

Affirmative Action Plan

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.

SECTION N

THE DBE PARTICIPATION REQUEST FORM

THE DBE PARTICIPATION REQUEST FORM

Title 49 CFR Part 23 of the Code of Federal Regulations require that a portion of federally-assisted contracts be set aside to ensure participation of Disadvantaged Business Enterprises (DBE) in contracting opportunities. In complying with the regulation, a page DBE Participation Request Form has been developed for use by successful bidders. The purpose of this form is to identify the Disadvantaged Businesses intended for use to satisfy the contract set aside requirement.

The form provides for the entry of pertinent information including subcontract item numbers and descriptions, quantities of subcontract work, prime contractor item bid amounts, subtittles of item dollar amounts and types of Disadvantaged Businesses. In addition, the form provides a response area to indicate if the subcontract items are partial items as well as an area to indicate if the designated DBE will perform its services as a subcontractor, manufacturer and/or a supplier.

The following pages provide a detailed description and instructions on completing the DBE Participation Approval Request Form. If there are any questions regarding any aspect of this form, please contact Mr. Rickey Reed at (860) 594-3131.

INSTRUCTIONS FOR COMPLETING THE DBE PARTICIPATION
APPROVAL REQUEST FORM

The purpose of the DBE Participation Approval Request Form is to provide all contracting parties with a document that clearly indicates and satisfies the contract set-aside requirement that is accomplished by indicating the subcontract item number(s) and description of the work, subcontract item number(s) and quantities and most important, the identity of the DBE firm(s) designated to perform the work and satisfy the set-aside requirement.

INSTRUCTIONS FOR COMPLETION

1. Enter the sheet number of the document to inform the reviewer of the size of the submission (i.e. Sheet 1 of 4; Sheet 1 of 1).
2. Enter the date the bid was opened.
3. Enter the date the form was submitted to the Contracts Section

4. Enter the name of the Apparent Low Bidder.
5. Enter the contract number and the town in which the project is located.
6. Enter the name, address and telephone numbers (fax number as well) of the designated DBE firm.
7. Enter the Apparent Low Bidder's bid amount and the total dollar value of the proposed subcontract; also enter the percentage of the total contract value the set-aside dollar value represents.
8. Indicate if the designated DBE will be used on this project as a subcontractor, manufacturer and/or a supplier.

Column A: Enter the contract item number and a brief description (i.e. 1101302 - pole anchor; 1114102 - span wire).

Column B: Enter the quantity for each subcontract item using the figure designated on the bid proposal (1 each; 50 LF;).

Column C: Indicate if the subcontract item is a partial item (that is the subcontractor will not perform the item in its entirety) by placing an asterisk (*) in Column A after each item that fits that condition. An explanation must accompany your submission explaining the specific work to be performed by the DBE on the partial item(s) as well as the identity of the firm that will perform the remaining portions of the work.

Column D: Enter the Apparent Low Bidder's total bid amount for the item, taken from his or her bid proposal; do not enter the unit price (i.e. enter \$170,000.00 not \$8.00/CY).

Column E: Enter the subcontract dollar amount for each item; if the subcontract dollar amount exceeds the Apparent Low Bidder's bid amount, an explanation must be submitted addressing this condition.

Column F: Indicate if the designated DBE is minority-owned (MFE) or woman-owned (WFE).

ITEMS OF IMPORTANCE

1. Both the Apparent Low Bidder and the designated DBE must sign the DBE Participation Approval Request Form.
2. It is important that an entry be made, on the bottom of the form, to indicate if the designated DBE is being used as a subcontractor, manufacturer and/or a supplier..
3. Statements of Explanation must accompany submissions where the subcontract dollar amount exceeds the Apparent Low Bidder's bid amount and when subcontract items are designated as partial items.
4. Fax copies ~~(Fax No.~~) of the DBE Participation Approval Request Form are acceptable to expedite the award process; however, prior to contract award, the original documents must be in the possession of the Contracts Section.

CONNECTICUT DEPARTMENT OF TRANSPORTATION

(REV. DATE 06/10)

DBE PARTICIPATION APPROVAL REQUEST

TO BE SUBMITTED WITHIN THE TIME FRAME INDICATED BY THE BID DOCUMENTS

Submit this form with **ORIGINAL SIGNATURES** for approval

ConnDOT Project No: _____ Town(s) of: _____ Sheet _____ of _____

Prime Contractor: _____ Proposed DBE Subcontractor: _____ Proposed 2nd tier DBE Subcontractor (if applicable): _____

Date of Submittal: _____ FEIN Number: _____

Original Contract Dollar Amount: _____ Full Company Address: _____

Dollar Amount Subcontracted to this Firm: _____ Phone Number: _____

Proposed Percent of Contract to be Subcontracted: _____

<u>Item Number & Description</u>	<u>Firm Type Code</u> (S, M, P, T or V)	<u>Quantity and Unit for</u> <u>Item Subcontracted</u>	<u>Contract Unit Price</u>	<u>Dollar amount to be</u> <u>Subcontracted</u>	<u>If Supply Item, Indicate</u> <u>60% of Value</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Are any items Partial? (*Note: If yes, an explanation of the subcontractor's involvement must be attached)

Is any portion of this DBE proposed work being further subcontracted?

If YES, is the second tier subcontractor a DBE Firm?

If YES, please provide an additional DBE Approval Request form.

YES NO
 YES Amount NO
 YES NO

Approval is requested for the above listed firm to perform as:

Check all that apply (Firm Type Code): Subcontractor (S) _____ Manufacturer (M) _____ Supplier (P) _____ Trucking (T) _____ Service (V) _____

Signature of Prime Contractor, Title

Signature of Subcontractor, Title

Only firms certified as a DBE by ConnDOT may be used to satisfy the Contract DBE goal requirement. The Prime Contractor must contract directly with the proposed DBE Subcontractor unless the DBE contractor is further subletting to a 2nd tier DBE subcontractor. Credit can only be counted for 2nd tier DBE subcontractors if the first tier subcontractor is a DBE firm.

Information concerning the DBE Directory is available at: www.ct.gov/dot/dbe or by calling (860) 594-2171

CONTRACTOR'S PROPOSED PROGRESS CHART - HIGHWAY CONSTRUCTION BAR CHART

Project Number(s): _____

Date Submitted: _____

Town(s) of: _____

Description: _____

Operation **Quantity**

Duration

Organization		
Clearing & Grubbing		
Earth Excavation		
Rock Excavation		
Channel Excavation		
Borrow		
Drainage (Trench, Pipe)		
Pile Driving		
Footing		
Abutments & Wings		
Steel Erection		
Floor Slabs		
Concrete Pavement		
Bit. Conc. Pavement		
Bridge Railing		
Curbing		
Sidewalk		
Fencing		
Electrical Work		
Traffic Items		
Misc. & Clean up		

Equipment to expect to use: _____

Calendar Days _____

Total Calendar Days: _____

Signed By: _____

Sec. 31-57b. Awarding of contracts to occupational safety and health law violators prohibited. No contract shall be awarded by the state or any of its political subdivisions to any person or firm or any firm, corporation, partnership or association in which such persons or firms have an interest (1) which has been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the occupational safety and health act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty of not less than five hundred dollars nor more than five thousand dollars and shall be disqualified from bidding on or participating in a contract with the state or any of its political subdivisions for five years from the date of the final determination that the information is false. Any political subdivision or any state agency receiving false information pursuant to this section shall notify the commissioner of administrative services and, upon receipt of such notice, the commissioner shall conduct a hearing in accordance with the provisions of chapter 54. Upon a determination that false information was provided, the commissioner shall impose a civil penalty in accordance with the provisions of this section. Such civil penalty shall be paid to the treasurer or to an official of the political subdivision, as the case may be. Any civil penalty imposed pursuant to this section may be collected in a civil proceeding by any official of a political subdivision authorized to institute civil actions or, in the case of the state, by the attorney general, upon complaint of the commissioner of administrative services.

**ANTICIPATED SOURCE
OF MATERIAL**

CON-083 REV 9/85

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Wolfert Hill Road, Wethersfield, CT, 06109

PROJECT AND F.A.P. NUMBER

TOWN

SOURCE OF SUPPLY AND MAILING ADDRESS PG. 1 of 2

MATERIALS	SOURCE OF SUPPLY AND MAILING ADDRESS
AGGREGATES:	
Coarse	
Fine	
BITUMINOUS CONCRETE	
BITUMEN:	
Asphalt Cement	
Asphalt Curbcuts	
Emulsion	
Tar	
BRICK	
CEMENT - PORTLAND:	
Type I	
Type II	
Type IA	
Type IIA	
TYPE OF DELIVERY:	
Truck	
R.R. Car	
CONCRETE BLOCKS	
CONCRETE, PORTLAND CEMENT	
CURING MATERIAL:	
Mats	
Paper	
Compound	
Other	
DAMP-PROOFING and/or WATERPROOFING:	
Primer	
Seal	
Fabric	
FENCE:	
Property or Wire	
Posts:Steel	
Wood	
Chain Link	
Fittings for Chain Link	
GRAVEL	
GUIDE RAIL:	
Wire Rope	
Fittings	
Posts:	
Metal	
Wood	
JOINT FILLER	
JOINT SEALER	
LOAD TRANSFER UNIT	
METAL FLASHING	
METAL BEAM TYPE RAIL (BRIDGE)	
METAL BEAM TYPE RAIL	
METAL BRIDGE RAIL	
OVERHEAD SIGN SUPPORTS	
PAINT:	

MATERIALS

SOURCE OF SUPPLY AND MAILING ADDRESS

PIILING: Sheets	
Bearing	
Pipe	
Wood (Pressure Treated)	
Precast, Prestressed	
PIPE:	
C.C.M.	
Cast Iron	
Reinf. Concrete	
Vitrified Clay	
PRECAST, PRESTRESSED UNITS	
STEEL:	
Bar Mat Fabric and/or Wire Mesh	
Metal Cribbing	
Reinforcement	
Scuppers	
SHEAR CONNECTORS:	
Spiral	
Welded	
STRUCTURAL (BRIDGES)	
STRUCTURAL (SIDE MOUNTED SIGN SUPPORTS)	

CONTRACTOR _____

SIGNED BY _____

DATE _____

NOTE: Items not listed above shall be listed below.

CON-100M Rev. 02/07
 [Replacing Con - 82 / 58]

State of Connecticut
 Bureau of Engineering & Highway Operations
 Office of Construction

Contract No. _____
 Project No(s). _____
 Fed. Aid No(s). _____
 Date CON-100M Prepared _____

CONTRACT STATUS

Town : _____
 Full Description _____
 Including crossroads : _____

Project Limits : (From) : _____ Start _____ End _____
 (To) : _____

Contract Awarded on : _____ To : _____
 Ordered to Start on : _____

Inspector : _____ Job Tel.: _____
 Final Maint. Responsibility : _____ Date closed to traffic _____
 Date open to traffic _____

Status of Contract (Check One)	Active	Suspended	Resumed	Completed
Date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Municipal Official: _____ on _____

- cc:
- Construction Division Chief/Finals Section (Original)
 - Manager of Bridge Safety -
 - Manager of Inventory & Forecasting -
 - Director of Research & Materials (Completion Only) -
 - Office of Construction - Examiner's Supervisor -
 - Manager of Contract Compliance -
 - District Finals Chief
 - MSAT File
 - Town of

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

City/Town of _____

Firm Name: _____

Address: _____

Project Description: _____

Bid Amount: _____

Date: _____

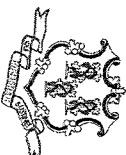
_____ of _____
(Name of Person) (Name of Firm)
Intend to honor our Affirmative Action Program on file with the Connecticut Department of Transportation, Office of Contract Compliance. I further certify that our Affirmative Action Program is current and that the last approval was on (Date) _____, 20____ and it expires on (Date) _____, 20____.

Signed By: _____

Title: _____

EEO Officer: _____

Form AU-766 Guarantee Bond



Department of Revenue Services
 State of Connecticut
 Attn: Discovery Unit
 25 Sigourney Street
 Hartford CT 06106-5032
 (New 09/03)

Purpose: A nonresident contractor working in Connecticut and a surety company licensed to do business in Connecticut use **Form AU-766** to post a guarantee bond with the Department of Revenue Services (DRS) for a specific project in the state. The guarantee bond ensures that all taxes due to the State of Connecticut from the contractor are paid to DRS. Read the instructions on the reverse side before you complete this form. If you need help, call **860-541-3280**, Monday through Friday, 8:00 a.m. to 5:00 p.m., and choose Option 7.

Part I: Nonresident Contractor Information

Name	Connecticut Tax Registration No.
Address (Street or PO Box, City, State, and ZIP Code)	

Part II: Person Doing Business With a Nonresident Contractor Information

Name	Connecticut Tax Registration No., Federal ID No., or SSN
Address (Street or PO Box, City, State, and ZIP Code)	

Part III: Surety Company Information

Name	Bond No.	Amount of Bond
Address (Street or PO Box, City, State, and ZIP Code)		

Part IV: Project Information

Check the box if this bond is for a change order

Physical Location of Project (Street, City or Town)	Name of Project	Commencement Date
		Completion Date for Nonresident Contractor
		Total Contract Price or Amount of Change Order
		Amount of Deposit

Conditions of the obligation for the project detailed above:

- The nonresident contractor has entered into a contract related to real property at a Connecticut location.
- The nonresident contractor and the surety company are posting a bond of 5% of the total contract price, including any change orders and add-ons, with DRS to ensure that all taxes that become due and owing during the period of the contract will be paid.
- A bond must be posted within 120 days of the commencement of the contract for contracts lasting 120 days or more. If the deadline for the person doing business with a nonresident contractor to withhold and remit a deposit to DRS is before the deadline for the nonresident contractor to post a bond, DRS will accept the earlier of the deposit or the bond.
- If the nonresident contractor pays all taxes, interest, and penalties within three years, one month, and one day after completion of the contract, the bond expires; otherwise the obligation remains in full force.
- This bond jointly and severally binds the nonresident contractor and the surety company, their heirs, executors, administrators, successors, and assigns for payment of this obligation.

Declaration: I, the nonresident contractor named above or its authorized agent, declare under the penalty of law that I have examined **Form AU-766** and, to the best of my knowledge and belief it is true, complete, and correct. I understand that the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.

Print Name	Title
Authorized Signature	
Date	

Declaration: I, an authorized agent of the surety company named above, declare under the penalty of law that I have examined this **Form AU-766** and, to the best of my knowledge and belief it is true, complete, and correct. I understand that the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.

Print Name	Title
Authorized Signature	
Date	

Seal:

General Instructions

Form AU-766, Guarantee Bond, must be executed by a nonresident contractor and a surety company licensed to do business in Connecticut. A power of attorney for the person signing the bond on behalf of the surety company **must** be attached to the bond, carry the corporate seal of the surety company, and bear the same date as the execution date of the bond.

A nonresident contractor has the option of filing a guarantee bond with DRS instead of the customer making a deposit with DRS under Conn. Gen. Stat. §12-430(7)(b)(i). Under this option, the nonresident contractor has 120 days from the commencement of the contract to file a guarantee bond with DRS.

If the deadline for the customer to withhold and remit a deposit to DRS is before the deadline for the nonresident contractor to post a bond, DRS will accept the earlier of the deposit or the bond. See **Special Notice 2003(20), Legislation Affecting Contracts With Nonresident Contractors**, for more information.

A *nonresident contractor* is a contractor who does not maintain a regular place of business in this state. A *regular place of business* means any bona fide office, factory, warehouse or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner, and which place is continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on such contractor's business in the contractor's own name. A regular place of business does not include a place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction. A regular place of business also does not include locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours. An office maintained, occupied, and used by a person affiliated with a contractor is not a regular place of business of the contractor.

Any bond that bears an erasure or alteration, regardless of its nature, must have the change authenticated by a notation in the margin. The notation should describe the correction and be signed in the name of the surety company by the officer who executed the bond and must bear the corporate seal of the surety company.

Specific Instructions

Part I: Enter the name and complete address of the nonresident contractor furnishing the bond. Include the nonresident contractor's Connecticut tax registration number. The name and address of the nonresident contractor appearing on the bond must agree with the name and address on **Form REG-1, Business Taxes Registration Application**, filed with the Department of Revenue Services (DRS). (If the information originally provided on Form REG-1 is now incorrect, you must notify the DRS Registration Unit in writing of the correct information.) If the nonresident contractor is a corporation, the corporate name

appearing on the bond must be the same shown in the records of the Office of the Secretary of State, or similar agency of another state if the nonresident contractor is not a Connecticut corporation.

Part II: Enter the name and complete address of the person doing business with the nonresident contractor. If the nonresident contractor is the general contractor, enter the name and address of the owner of the property. If the nonresident contractor is a subcontractor, enter the name and address of the general contractor.

Enter the Connecticut tax registration number of the person doing business with the nonresident contractor. If the person doing business with the nonresident contractor does not have a Connecticut tax registration number, enter that person's Federal Employer Identification Number or Social Security Number.

Part III: Enter the name and complete address of the surety company that guarantees this bond. Include the bond number.

Part IV: Check the box if the deposit is for a change order occurring after the bond for the initial contract has been furnished to DRS.

Enter the name of the project and the complete address, including the street address and the city or town where the project is physically located.

Enter the commencement date of this project or change order. The commencement date is the date the contract is signed or the date the nonresident contractor begins work, but it is never later than the date the nonresident contractor begins work.

Enter the date by which the nonresident contractor is expected to complete work on this project or change order.

Enter, in words and figures, the total amount to be paid to the nonresident contractor under the contract. Indicate if this amount is an estimate. If this is a bond for a change order, enter the additional amount of the bond for the change order.

Multiply the total contract price or the amount of the change order by 5% (.05) and enter the result on this line.

Declarations: An authorized representative for the nonresident contractor and the surety company must sign and date the declaration on Form AU-766. The name of the nonresident contractor and the surety company must be exactly as it appears on the bond. The corporate seal of the surety company must be affixed by its signature on Form AU-766.

Return **Form AU-766** to:

Department of Revenue Services
State of Connecticut
Discovery Unit
25 Sigourney Street
Hartford CT 06106

SECTION O

FEDERAL AND STATE WAGE RATES

GENERAL DECISION: CT20100001 06/10/2011 CT1

Date: June 10, 2011

General Decision Number: CT20100001 06/10/2011

Superseded General Decision Number: CT20080001

State: Connecticut

Construction Type: Highway

Counties: Fairfield, Litchfield, Middlesex, New Haven, Tolland and Windham Counties in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/23/2010
2	04/30/2010
3	05/07/2010
4	06/04/2010
5	07/02/2010
6	07/16/2010
7	07/23/2010
8	07/30/2010
9	08/20/2010
10	10/08/2010
11	11/05/2010
12	04/22/2011
13	06/03/2011
14	06/10/2011

BRCT0001-004 04/01/2011

BRICKLAYER Rates Fringes

BRICKLAYERS, CEMENT
 MASONS, CEMENT FINISHERS,
 PLASTERERS AND STONE MASONS. \$ 32.50

22.51

 CARP0024-006 11/01/2010

LITCHFIELD COUNTY
 Harwinton, Plymouth, Thomaston, Watertown
 MIDDLESEX COUNTY
 NEW HAVEN COUNTY
 Beacon Falls, Bethany, Branford, Cheshire, East Haven, Guilford, Hamden, Madison, Meriden, Middlebury, Naugatuck, New Haven, North Branford, North Haven, Orange (east of Orange Center Road and north of Route 1, and north of Route 1 and east of the Oyster River), Prospect, Southbury, Wallingford, Waterbury, West Haven, Wolcott, Woodbridge
 TOLLAND COUNTY
 Andover, Columbia, Coventry, Hebron, Mansfield, Union, Willington
 WINDHAM COUNTY

	Rates	Fringes
Carpenters:		
Carpenters, Piledrivers.....	\$ 29.03	19.27
Diver Tenders.....	\$ 29.03	19.27
Divers.....	\$ 37.49	19.27

CARP0043-004	11/01/2010	
	Rates	Fringes

Carpenters: (TOLLAND COUNTY Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS.....	\$ 29.03	19.27
DIVER TENDERS.....	\$ 29.03	19.27
DIVERS.....	\$ 37.49	19.27

CARP0210-002	11/01/2010	
	Rates	Fringes

Carpenters:		
CARPENTERS, PILEDRIVERS.....	\$ 29.03	19.27
DIVER TENDERS.....	\$ 29.03	19.27
DIVERS.....	\$ 37.49	19.27
FAIRFIELD COUNTY		
Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stamford, Stratford, Trumbull, Weston, Westport, Wilton;		
LITCHFIELD COUNTY		
Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook, Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon, Torrington, Warren, Washington, Winchester, Woodbury;		

NEW HAVEN COUNTY

Ansonia, Derby, Milford, Orange (west of Orange Center Road
and south of Route 1 and west of the Oyster River), Oxford,
Seymour;

ELECC0003-002	05/08/2008		
	Rates	Fringes	
Electricians			
FAIRFIELD COUNTY			
Darien, Greenwich, New Canaan, Stamford.....	\$ 44.75	30.42	

ELECC0035-001	06/01/2010		
	Rates	Fringes	

Electricians:

MIDDLESEX COUNTY
 (Cromwell, Middlefield,
 Middleton and Portland);
 TOLLAND COUNTY; WINDHAM
 COUNTY.....\$ 35.40

20.76

 ELEC0090-002 06/01/2011

	Rates	Fringes
Electricians:.....	\$ 35.70	21.52
LITCHFIELD COUNTY		

Plymouth Township;

MIDDLESEX COUNTY

Chester, Clinton, Deep River, Durham, East Haddam, East
 Hampton, Essex, Haddam, Killingworth, Old Saybrook, Westbrook;
 NEW HAVEN COUNTY

All Townships excluding Beacon Falls, Middlebury, Milford,
 Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and
 Wolcott.

 ELEC0488-002 06/01/2010

	Rates	Fringes
Electricians.....	\$ 34.80	21.05
FAIRFIELD COUNTY		

Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield,
 Monroe, New Fairfield, Newtown, Redding, Ridgefield, Shelton,
 Sherman, Stratford, Trumbull;

LITCHFIELD COUNTY

Except Plymouth;

NEW HAVEN COUNTY

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford,
 Prospect, Seymour, Southbury, Waterbury and Wolcott

 ENGI0478-001 04/05/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 35.05	18.60
GROUP 2.....	\$ 34.73	18.60
GROUP 3.....	\$ 33.99	18.60
GROUP 4.....	\$ 33.60	18.60
GROUP 5.....	\$ 33.01	18.60
GROUP 6.....	\$ 32.70	18.60
GROUP 7.....	\$ 32.36	18.60
GROUP 8.....	\$ 31.96	18.60

GROUP 9	.....\$ 31.53	18.60
GROUP 10	.....\$ 29.49	18.60
GROUP 11	.....\$ 29.49	18.60
GROUP 12	.....\$ 29.43	18.60
GROUP 13	.....\$ 30.96	18.60
GROUP 14	.....\$ 28.85	18.60
GROUP 15	.....\$ 28.54	18.60
GROUP 16	.....\$ 27.71	18.60
GROUP 17	.....\$ 27.30	18.60
GROUP 18	.....\$ 26.65	18.60

Hazardous waste premium \$3.00 per hour over classified rate.

Crane with boom, including jib, 150 feet - \$1.50 extra.
 Crane with boom, including jib, 200 feet - \$2.50 extra.
 Crane with boom, including jib, 250 feet - \$5.00 extra.
 Crane with boom, including jib, 300 feet - \$7.00 extra.
 Crane with boom, including jib, 400 feet - \$10.00 extra.

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & over), Excavator over 2 cubic yards, piledriver (\$3.00 premium when operator controls hammer).

GROUP 3: Excavator, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operation) Rubber Tire Excavator (drott 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooter).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional drilller.

GROUP 6: Front end loader (3 cu. Yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer, ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator, welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

IRON0015-002 06/28/2010

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 33.00	26.58+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LAB00056-003 04/03/2011

Labors:	Rates	Fringes
GROUP 1.....	\$ 25.75	15.60
GROUP 2.....	\$ 26.00	15.60
GROUP 3.....	\$ 26.25	15.60
GROUP 4.....	\$ 26.75	15.60
GROUP 5.....	\$ 27.50	15.60
GROUP 6.....	\$ 27.75	15.60
GROUP 7.....	\$ 16.00	15.60

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

* PAIN0011-001 06/01/2011

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 32.17	16.35
Brush and Roll.....	\$ 29.17	16.35
Tanks, Towers, Swing.....	\$ 31.17	16.35

* PAIN0011-003 06/01/2011		

Rates Fringes

Painters: (BRIDGE
CONSTRUCTION)

 Brush, Roller, Blasting
 (Sand, Water, etc.) Spray... \$ 41.35 16.35

TEAM0064-001 04/04/2010

Rates Fringes

Truck drivers:

2 Axle Ready Mix.....	\$ 27.98	14.53+a
2 Axle.....	\$ 27.88	14.53+a
3 Axle Ready Mix.....	\$ 28.03	14.53+a
3 Axle.....	\$ 27.98	14.53+a
4 Axle Ready Mix.....	\$ 28.13	14.53+a
4 Axle.....	\$ 28.08	14.53+a
Heavy Duty Trailer 40 tons and over.....	\$ 28.33	14.53+a
Heavy Duty Trailer up to 40 tons.....	\$ 28.08	14.53+a
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 28.13	14.53+a

Hazardous waste removal work receives additional \$1.25 per

hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (11)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

**Minimum Rates and Classifications
for Heavy/Highway Construction
H 15378**

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town Naugatuck
FAP Number: 1087(110) State Number: 87-144
Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

CLASSIFICATION

Hourly Rate

Benefits

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker 33.79 34% + 8.96

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons 32.50 22.51

2) Carpenters, Piledrivemen 29.11 20.29

2a) Diver Tenders 29.11 20.29

As of: Tuesday, July 12, 2011

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

3) Divers	37.57	20.29
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	41.35	16.35
4a) Painters: Brush and Roller	29.17	16.35
4b) Painters: Spray Only	31.47	15.40
4c) Painters: Steel Only	30.47	15.40
4d) Painters: Blast and Spray	32.17	16.35
4e) Painters: Tanks, Tower and Swing	31.17	16.35
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)	34.80	21.05

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Tuesday, July 12, 2011

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.00	26.58 + 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)	38.67	24.46

----LABORERS----- Last updated 4/27/11

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	25.75	15.60
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	26.00	15.60
10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)	26.25	15.60
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	26.25	15.60
12) Group 5: Toxic waste removal (non-mechanical systems)	27.75	15.60

As of:

Tuesday, July 12, 2011

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

13) Group 6: Blasters 27.50 15.60

Group 7: Asbestos Removal, non-mechanical systems (does not include
leaded joint pipe) 26.75 15.60

Group 8: Traffic control signalmen 16.00 15.60

-----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive
and Liner Plate Tunnels in Free Air.----- Last updated 4/27/11-----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, GROUT
Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator,
Cable Tenders 30.32 15.60 + a

13b) Brakemen, Trackmen 29.44 15.60 + a

-----CLEANING, CONCRETE AND CAULKING TUNNEL-----Last updated
4/27/11-----

14) Concrete Workers, Form Movers, and Strippers 29.44 15.60 + a

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

15) Form Erectors	29.74	15.60 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND
TUNNEL IN FREE AIR:----Last updated 4/27/11----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	29.44	15.60 + a
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17) Laborers Topside, Cage Tenders, Bellman	29.33	15.60 + a
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18) Miners	30.32	15.60 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR:----Last updated 4/27/11----

18a) Blaster	35.213	15.60 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	35.036	15.60 + a
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As of: Tuesday, July 12, 2011

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts 33.268 15.60 + a

21) Mucking Machine Operator 35.745 15.60 + a

-----TRUCK DRIVERS-----(*see note below)

Two axle trucks 27.88 15.71 + a

Three axle trucks; two axle ready mix 27.98 15.71 + a

Three axle ready mix 28.03 15.71 + a

Four axle trucks, heavy duty trailer (up to 40 tons) 28.08 15.71 + a

Four axle ready-mix 28.13 15.71 + a

As of: Tuesday, July 12, 2011

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

Heavy duty trailer (40 tons and over)

28.33

15.71 + a

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)

28.13

15.71 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)

35.05

19.40 + a

Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3,00 premium when operator controls hammer). (Trade License Required)

34.73

19.40 + a

Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)

33.99

19.40 + a

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)

33.60

19.40 + a

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrel)

33.01

19.40 + a

As of:

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Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 33.01 19.40 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 32.70 19.40 + a

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel). 32.36 19.40 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 31.96 19.40 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). 31.53 19.40 + a

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 29.49 19.40 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (Whiphammer), Robot Demolition Equipment. 29.49 19.40 + a

Group 12: Wellpoint Operator. 29.43 19.40 + a

As of:

Tuesday, July 12, 2011

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

Group 13: Compressor Battery Operator. 28.85 19.40 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 27.71 19.40 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 27.30 19.40 + a

Group 16: Maintenance Engineer/Other 26.65 19.40 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 30.96 19.40 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). 28.54 19.40 + a

**NOTE: SEE BELOW

-----LINE CONSTRUCTION-----
(Railroad Construction and Maintenance)-----
Last updated 9/3/2010-----

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

20) Lineman, Cable Splicer, Dynamite Man 44.36 3% + 13.70

21) Heavy Equipment Operator 39.92 3% + 13.70

22) Equipment Operator, Tractor Trailer Driver, Material Men 37.71 3% + 13.70

23) Driver Groundmen 33.27 3% + 13.70

-----LINE CONSTRUCTION-----Last updated 4/17/09-----

24) Driver Groundmen 30.92 6.5% + 9.70

25) Groundmen 22.67 6.5% + 6.20

26) Heavy Equipment Operators 37.10 6.5% + 10.70

As of: Tuesday, July 12, 2011

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

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

As of:

Tuesday, July 12, 2011

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

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.

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.

As of:

Tuesday, July 12, 2011

Project: Traffic Signal Installation On Maple Street And Old Firehouse Road

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the 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.

As of:

Tuesday, July 12, 2011

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Statute 31-55a

You are here: [DOL Web Site](#) * [Wage and Workplace Standards](#) * [Statute 31-55a](#)

- Special Notice -

To All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

← -- [Workplace Laws](#)

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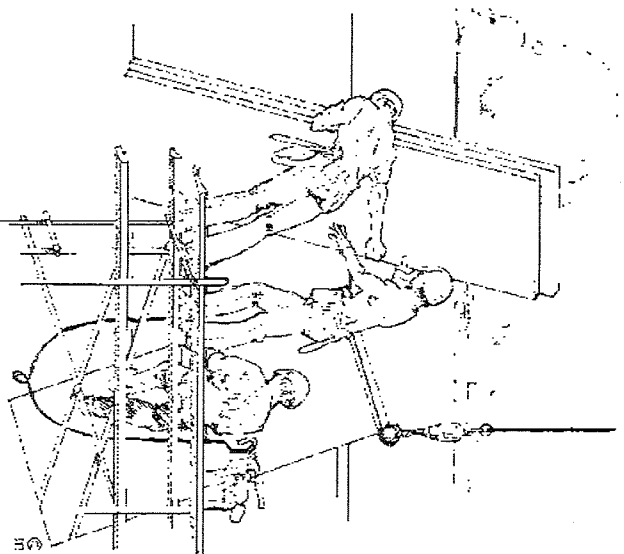
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____ title
authorized representative _____
for _____, located at _____
contracting agency _____ address

do hereby certify that the total dollar amount of work to be done in connection with

_____ located at _____
project name and number _____ address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____
Address: _____
Authorized Representative: _____
Approximate Starting Date: _____
Approximate Completion Date: _____

Signature _____ Date _____

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACTORS WAGE CERTIFICATION FORM**

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 _____.

Return to: _____ Notary Public

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

Rate Schedule Issued (Date): _____

***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 _____
- 2) Pension or retirement _____
- 3) Life Insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 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 employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
 - c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
 - d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
 - e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
 - f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.
2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

(Signature) _____ (Title) _____ Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY
That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

(Signature) _____ (Title) _____ Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Information Bulletin Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**
Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
- **ASBESTOS INSULATOR**
Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.
- **BOILERMAKERS**
Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.
- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS, STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS, PILEDRIVERMEN, LATHERS, RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

***License required per Connecticut General Statutes: E-1,2 I-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes: R-1,2,5,6.

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

Fabricate, assemble, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.
***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

• TRUCK DRIVERS

Definitions:

1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b)) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;

(b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

Truck drivers are covered for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.

- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

Truck Drivers are not covered in the following instances:

- Material delivery truck drivers while off "the site of the work"
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors; Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

- a. Paid Holidays: Labor Day and Christmas Day.

Glaziers

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.