

Contract Documents and Specifications

ROUTE 12 SIDEWALK IMPROVEMENTS

PUTNAM, CONNECTICUT

LOTICIP Project No. L115-0002

Information for Bidders
Contract Documents
Technical Specifications
Supplemental Specifications
Special Provisions

Norman Seney
Mayor

Northeastern Connecticut Council of Governments
125 Putnam Pike
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SECTION 00010

**TOWN OF PUTNAM, CONNECTICUT
PUTNAM TOWN HALL
200 SCHOOL STREET
PUTNAM, CONNECTICUT 06260**

ADVERTISEMENT FOR BIDS

The Town of Putnam, Connecticut will receive sealed bids for "Route 12 Sidewalk Improvements" project until 2:00 p.m. local time on June 29, 2022 in Town Hall in the Mayor's Office, which is located at the Putnam Municipal Complex, Putnam Town Hall, Conference Room #109, which is located at 200 School Street, Putnam, Connecticut 06260, after which no bids will be accepted and at which time and place they will be publicly opened and read aloud. Bids must be sealed and marked **"Route 12 Sidewalk Improvements."**

Work under this contract includes removal of existing sidewalks and curbing and construction of new Portland cement concrete sidewalks with monolithic curb and sidewalk ramps along portions of South Main Street and Grove Street between the intersections of Front Street and Killingly Avenue, in Putnam, Connecticut. The Information for Bidders, Form of Bid, Specifications, and other contract documents may be obtained by emailing denise.geeza@putnamct.us.

Bidders shall submit two (2) original copies of their Proposal on the forms provided, in a sealed envelope plainly marked with the appropriate project title.

Attention of bidders is directed to certain requirements of this Contract, which require that minimum rates to be paid for labor of the various classifications shall be in accordance with the current schedule of wages established by the Connecticut Department of Labor as provided in the General Statutes of Connecticut, as revised.

A pre-bid conference to review the project will be held at the Putnam Municipal Complex, Putnam Town Hall, Conference Room #101, which is located at 200 School Street, Putnam, Connecticut, June 2, 2022 at 10:00 a.m. All prospective bidders are urged to attend.

A satisfactory Bid Bond or Certified Check in the amount equal to five percent (5%) of the base bid shall be submitted with each bid. The Bid Bond shall be made payable to the Town of Putnam and shall be properly executed by the Bidder. A 100% Performance, Labor and Material Bond is also required. All sureties must be listed on the most recent IRS Circular 570.

Bids, to receive consideration, must be in the hands of the authorized representative of the town, no later than the day and hour at the location mentioned above. The Town of Putnam reserves

the right to accept or reject any or all bids; to waive informalities; or, to accept any bid deemed in the best interests of the Town of Putnam.

Bidders are requested to note that the award of this Contract is subject to the following conditions and contingencies:

- 1) The approval of such governmental agencies as may be required by law.
- 2) The appropriation of adequate funds by the proper agencies.
- 3) This Contract is subject to state set-aside and contract compliance requirements as found within the "Bid Language for Municipalities" document on the Commission on Human Rights and Opportunities (CHRO) website (<https://portal.ct.gov/-/media/CHRO/bidlanguage16pdf.pdf>).

All bids will be considered valid for a period of ninety (90) days. No bidder may withdraw their bid within ninety (90) days after the actual date of the bid opening. Additionally, the contract documents require the prompt commencement of the work.

Norman Seney
Mayor
Town of Putnam, Connecticut

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE's, WBE's AND SBE's AND SECTION 3 DESIGNATED ENTERPRISES
ARE ENCOURAGED TO APPLY

END OF SECTION 00010

SECTION 00100

INFORMATION FOR BIDDERS

- 1.00 Project Identification
- 1.01 Receipt of Bids
- 1.02 Modifications and Withdrawal of Bids
- 1.03 Examination of Contract Documents and Sites
- 1.04 Addenda and Interpretations
- 1.05 Approximate Quantities
- 1.06 Qualifications of Bidder
- 1.07 Bids, Bonds, and Award of Contract
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- 1.16 EEO/AA Requirements
- 1.17 Debarment List
- 1.18 Evidence of Workers' Compensation Insurance
- 1.19 OSHA Training

1.00 PROJECT IDENTIFICATION

- A. Owner: Town of Putnam, Connecticut
- B. Awarding Authority: Mayor, Town of Putnam, Connecticut
- C. Mailing Address: Mayor
200 School Street
Putnam, Connecticut 06260
- D. Project Name: Route 12 Sidewalk Improvements

1.01 RECEIPT OF BIDS

A. Bids for "Route 12 Sidewalk Improvements," removal of existing sidewalks and curbing, and construction of new Portland cement concrete sidewalks with monolithic curb and ADA compliant sidewalk ramps, will be received by the Mayor for the Town of Putnam, Connecticut (hereinafter the Town shall be called "Owner"), at the time and location stated in the Advertisement for Bids.

B. Each bid shall be submitted in a sealed envelope, addressed to the mayor of the Town of Putnam. Each sealed envelope containing two (2) original copies of the bid shall be plainly marked on the outside as "Bid for Route 12 Sidewalk Improvements, Putnam, Connecticut," and on the outside of the envelope shall be written the name of the Bidder and address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the mayor of the Town of Putnam at the mailing address stated in the Advertisement.

C. All bids shall be made on the Bid Form included in the Specifications. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Two (2) original copies of the Bid Form are required.

D. List of required Documents to be completed for General Bid submission:

- | | |
|--|---------------|
| 1. Form for General Bid..... | Section 00300 |
| 2. Certification of Bidder regarding Equal Employment Opportunity..... | Section 00303 |
| 3. Non-Collusion Affidavit..... | Section 00305 |
| 4. Bid Bond (see Article 1.07)..... | Section 00310 |

1.02 MODIFICATIONS AND WITHDRAWAL OF BIDS

A. The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time on date specified shall not be considered. No Bidder may withdraw a bid within ninety (90) calendar days after the actual date of the opening of bids. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between Owner and the Bidder.

B. Prior to Bid Opening, bids may be withdrawn upon written or faxed request of the Bidder provided confirmation of any faxed withdrawal, signed by the Bidder, is placed in the mail to postmarked prior to the time set for Bid Opening. Bid documents and security of any Bidder withdrawing their bid in accordance with the foregoing conditions will be returned.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

A. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to their bid.

B. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the contract documents. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

C. The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employees of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him/her from fulfilling any of the conditions of the contract.

1.04 ADDENDA AND INTERPRETATIONS

A. Any request from a prospective Bidder for the interpretation of the meaning of the Contract Drawings, Specifications or the Contract Documents shall be made emailing Ms. Elaine Sistare, P.E., Putnam Town Administrator, at <elaine.sistare@putnamct.us> and must include the project name in the email subject. To be given consideration, questions must be received at least five (5) days prior to the date fixed for the opening of bid Proposals. Interpretations will be made by the Putnam Town Administrator, as requested and all interpretations will be made in the form of written Addenda to the Contract Documents, which Addenda shall become a part of the Contract. Not later than three (3) days prior to the date fixed for the opening of Bid Proposals, the Addenda will be mailed to all persons who obtain Contract Documents in the manner described in the Advertisement of Bids. Failure of any Bidder to acknowledge any such Addenda shall not relieve any Bidder from any obligation under this Proposal as submitted.

B. Each Bidder shall be responsible for determining that they have received all addenda issued.

1.05 APPROXIMATE QUANTITIES

The quantities given in the proposal are approximate only, given as a basis for the uniform comparison of bids, and the Owner does not expressly or by implication agree that the actual amount of work will correspond therewith.

Bidders must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose, as to the actual conditions and requirements of the work, and the accuracy of the estimate of the Engineer, and shall not, at any time after the submission of a bid, dispute or complain of such statement or estimate of the Engineer, nor assert that there has been any misunderstanding in regard to the nature or amount of the work to be done.

1.06 QUALIFICATION OF BIDDER

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. With his/her Proposal, the Bidder must submit the data called for in the proposal. The Owner reserves the right to reject any Proposal of the evidence submitted by, or investigation of, if such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein, or has failed to complete on time any contract. Conditional bids will not be accepted.

1.07 BIDS, BONDS, AND AWARD OF PROJECT

A. Each bid must be accompanied by a bid Bond, cash, certified check or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Putnam in the amount of five (5) percent of the value of the bid. As soon as bid prices have been compared, the Owner will return the bid deposits of all except the three lowest responsible Bidders. When the Agreement is executed, the bid deposits of the two remaining unsuccessful Bidders will be returned. The bid deposit of the successful Bidder will be retained until the payment Bond and Performance Bond have been executed and approved, after which it will be returned.

B. If a bid Bond is issued as bid security, it shall be prepared in the form of the bid Bond attached hereto, duly executed by the Bidder as principal and having as security thereon a security company approved by the Owner.

C. Each Bidder shall sign his/her name in the space provided therefore. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names of the partners or the officers. A bid made by a partnership shall be acknowledged by one of the partners; a bid made by a corporation shall be acknowledged by one of the authorized officers thereof, and the corporate seal attached.

D. A conditional or qualified bid will not be accepted.

E. Award will be made to the lowest responsible and eligible Bidder possessing the skill, ability, and integrity necessary for the faithful Performance of the work.

F. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal of the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

G. The low Bidder shall supply then names and addresses of major material Suppliers and Subcontractors when required to do so by the Owner.

H. Payment bonds are required for each contract exceeding \$100,000 for the construction, alteration or repair of any public building or public work of the state or a municipality.

I. Pursuant to Connecticut General Statute § 49-41: the Contractor shall provide to the Town of Putnam on or before the award date, a Bond in the amount of the Contract which shall be binding upon the award of the Contract, with a surety or sureties satisfactory to the Town of Putnam, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the Contract for the use of the Contractor. Any such Bond furnished shall have as principal the name of the Contractor awarded the Contract.

Pursuant to Connecticut General Statute § 4-41a:

(1) The Contractor, within thirty (30) days after payment to the Contractor by the Town of Putnam, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the town.

(2) The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such subcontractor.

J. A Performance Bond in the amount of one hundred (100) percent of the contract price, with a corporate surety qualified to do business under the laws of the State of Connecticut and satisfactory to the Owner, will also be required of the General Contractor for the faithful Performance of the contract, for a contract exceeding \$25,000.

K. Attorneys-in-fact who sign bid Bonds or payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

L. The town requires that a Bidder submit a bid for the work detailed on the Contract Documents on the enclosed Bid Form.

1.08 EXECUTION OF THE AGREEMENT

A. The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date when

Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary agreement and Bond forms. If any Bidder fails to execute the Agreement and furnish a Performance Bond and a Labor and Materials or Payment Bond as stated in his/her bid, his/her bid deposit shall become the property of the Owner as liquidated damages, provided that in the case of death, disability or other unforeseen circumstances affecting the Bidder, his/her bid deposit may be returned to him/her, provided further that the amount of the bid deposit to be retained shall not exceed the difference between the low bid and the bid of the next lowest eligible Bidder.

B. The Owner within ten (10) days of receipt of acceptable Performance Bond, Payment Bond, Certificates of Insurance and Agreement signed by the party to whom the Contract was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his/her signed Agreement. Such Notice of Withdrawal shall be effective upon the receipt of the Notice by the Owner.

1.09 NOTICE TO PROCEED

A. The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

B. The Notice to Proceed includes the required Start Date for the Work: If the Contractor fails to commence substantial work on the project within ten (10) calendar days after the Start Date, he or she shall be considered in default of the Contract and the Town may take the following actions:

- a. Void the existing Contract.
- b. Award a new Contract to the next Bidder, or re-bid.
- c. Place a claim against the Performance Bond of the original Contractor for all extra costs.

1.10 WAGE RATES

Pursuant to Connecticut General Statutes § 7-112 and § 31-53: The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of § 31-53, 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 work is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

Upon the award of the Contract, the Contractor shall certify, under oath, to the Labor Commissioner the pay scale to be used by the Contractor and any of the Contractor's subcontractors for work to be performed under such contract.

The Contractor shall (1) keep, maintain and preserve such records relating to the wages and hours worked by each person performing the work of any mechanic, laborer and worker and a schedule of the occupation or work classification at which each person performing the work of any mechanic, laborer or worker on the project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure proper payments due to such persons or employee welfare funds under this section or section 31-54, regardless of any contractual relationship alleged to exist between the Contractor and such persons, and (2) submit monthly to the Town of Putnam a certified payroll that shall consist of a complete copy of such records accompanied by a statement signed by the employer that indicates (A) such records are correct; (B) the rate of wages paid to each person performing the work of any mechanic, laborer or worker and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of section 31-53, are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection (d) of section 31-53, and not less than those required by the Contract to be paid; (C) the

employer has complied with the provisions of section 31-53 and section 31-54; (D) each such person is covered by a workers' compensation insurance policy for the duration of such person's employment, which shall be demonstrated by submitting to the Town of Putnam the name of the workers' compensation insurance carrier covering each such person, the effective and expiration dates of each policy and each policy number; (E) the employer does not receive kickbacks, as defined in 41 U.S.C. 52, from any employee or employee welfare fund; and (F) pursuant to the provisions of section 53a-157a, the employer is aware that filing a certified payroll which the employer knows to be false is a Class D felony for which the employer may be fined up to five thousand (5,000) dollars, imprisoned up to five (5) years, or both.

Every contractor or subcontractor performing work under this Contract shall post the prevailing wages as determined by the Labor Commissioner in prominent and easily accessible places at the site of work or at such place or places as are used to pay its employees their wages.

A schedule of minimum hourly wage rates, issued by the Labor Department of the State of Connecticut, is on Page 76 of these Contract Documents.

1.11 LIQUIDATED DAMAGES

All work under this Contract shall be completed within ninety (90) consecutive days after Notice to Proceed, unless the completion date is extended in writing by the Mayor of the Town of Putnam. If the project completion will be delayed without written consent of the Town of Putnam, liquidated damages shall be assessed at the rate of one thousand five hundred dollars (\$1,500.00) per calendar day thereafter. A calendar day shall be construed to mean each consecutive day in its order, excluding Sundays and legal holidays.

1.12 LAWS AND REGULATIONS

A. The Contractor shall keep himself informed fully of, and comply with, all laws, ordinances and regulations of the Federal, State and Municipal governments which may be in force during the life of the Contract in any manner affecting his/her employees or the conduct of the work or the materials used or employed in the work.

B. This project is subject to all of the OSHA Safety and Health Regulations (see 29 CFR Part 1926/1910 and all subsequent amendments) as promulgated by the United States Department of Labor on June 24, 1974.

1.13 INSPECTION OF THE WORK

A. The Contractor shall provide at all times proper facilities for access and inspection by representatives of the Owner, Federal, State or other agency having jurisdiction over the work of this project.

1.14 SALES TAX

A. This project is exempt from excise taxes imposed the State Sales or Use Taxes of the State of Connecticut to the extent allowed by law.

1.15 GUARANTEES

A. In addition to other guarantees due the Owner, the Contractor guarantees that the work and services to be performed under the Contract and all workmanship, materials and equipment performed, furnished, used or installed shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one (1) year from and after the date of completion and acceptance of the work unless otherwise specified herein. The Performance Bond shall remain in full force and effect through the guarantee period.

B. If at any time within the said period of guarantee any part of the work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, corrections, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the

satisfaction of the Owner within five (5) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, corrections or replacements, including compensation for additional professional services, shall be paid by the Contractor.

1.16 EEO/AA REQUIREMENTS

A. Contracts for work under this Proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

B. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the Award of the Contract.

1.17 DEBARMENT LIST

The Contractor shall not enter into any subcontract with any person or firm appearing on the debarment list distributed by the Labor Commissioner under Connecticut General Statute § 31-53a, or with any firm, corporation, partnership or association in which such persons or firms have an interest of ten percent (10%) or greater until the debarment period has expired.

1.18 EVIDENCE OF WORKERS' COMPENSATION INSURANCE

Pursuant to Connecticut General Statute § 31-286a, the Contractor shall provide the following to the Town before commencing any work on the project:

(1) Sufficient evidence of compliance with the workers' compensation insurance and self-insurance requirements of § 31-284(b). This means a certificate of self-insurance issued by a workers' compensation commissioner under § 31-284, or a certificate of compliance issued by the Insurance Commissioner under CGS § 31-286, or a certificate of insurance issued by any stock or mutual insurance company or mutual association authorized to write workers' compensation insurance in this state or its agent, and

(2) A current statement from the State Treasurer that, to the best of his/her knowledge and belief, as of the date of the statement, the Contractor was not liable to the state for any worker' compensation payments made under the Second Injury Fund.

1.19 OSHA TRAINING

Not later than fifteen (15) days after the date the Contract is awarded, the Contractor shall furnish proof to the Labor Commissioner, with a copy to the Town of Putnam, that all employees performing labor on or in such public buildings, property or contract site pursuant to such Contract, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Health and Safety Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 C.F.R. 1910.268.

END OF SECTION 00100

SECTION 00300

FORM FOR GENERAL BID

PROPOSAL OF: _____

(Hereinafter called "Bidder"), organized and existing under the laws of the State of _____ doing business as _____ (a corporation, or a partnership, or an individual).

TO: Mayor, Town of Putnam, Connecticut (hereinafter the Town of Putnam shall be called "Owner")

FOR: Route 12 Sidewalk Improvements, Putnam, Connecticut

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for Route 12 Sidewalk Improvements, Putnam, Connecticut, in strict accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

Bidder hereby agrees to commence work under this contract within ten (10) consecutive calendar days after a date to be specified in the Notice to Proceed and fully complete the project within ninety (90) consecutive calendar days thereafter unless the time for completion is extended otherwise by the Contract Documents.

The Bidder agrees not to withdraw his/her bid within ninety (90) days after the actual date of bid opening.

Bidder acknowledges receipt of Addenda No. _____ through _____.

The Bidder agrees that, if he/she is selected as general contractor, he will within ten (10) days after presentation thereof by the Owner, execute a contract in accordance with the terms of this general bid.

BID ITEMS

A. Bidder agrees to perform all the work, including all incidental labor, materials and equipment necessary for the satisfactory completion of the work and in full compliance with the contents and intent of the specifications and/or plans of the work, for the following prices listed below:

B. All prices, including item totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the words shall govern. In the event of a discrepancy between the total of the items and the total stated, the total of the items shall govern.

C. Interlineations, alteration or erasure may void the bid. All prices shall be typewritten or written by hand in ink.

D. All work under this contract shall be completed within ninety (90) consecutive calendar days after Notice to Proceed, unless the completion date is extended in writing by the Mayor of the Town of Putnam. If the project completion will be delayed without written consent of the Town of Putnam, liquidated damages shall be assessed at the rate for One Thousand Five Hundred Dollars (\$1,500.00) per calendar day thereafter. A calendar day shall be construed to mean each consecutive day in its order, excluding Sundays and legal holidays.

E. The quantities given in the Proposal are approximate only, given as a basis for the uniform comparison of bids, and the Owner does not expressly or by implication agree that the actual amount of work will correspond therewith.

Bidders must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose, as to the actual conditions and requirements of the work, and the accuracy of the estimate of the Engineer, and shall not, at any time after the submission of a bid, dispute or complain of such statement or estimate of the Engineer, nor assert that there has been any misunderstanding in regard to the nature of amount of the work to be done.

The Town requires that a Bidder submit a bid for the work detailed on the Contract Documents on the enclosed Bid Form.

The Bidder is hereby notified that the Town of Putnam reserves the right to reduce the scope of work for any and all portions of this project to meet the Town's financial limitations. While it is the intent of the Town to complete all of the work described in the Contract Documents, the availability of funds may require the elimination of certain portions of the work.

The Bidder further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Line No.	Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1.	0813010	Removal of Granite Stone Curbing	LF	7,600		
	Unit Price in Words:					
2.	0913003	4' Polyvinyl Chloride Chain Link Fence (Black)	LF	85		
	Unit Price in Words:					
3.	0921001A	Concrete Sidewalk with Monolithic Curb	SF	58,000		
	Unit Price in Words:					
4.	0921005	Concrete Sidewalk Ramp	SF	1,700		
	Unit Price in Words:					
5.	0921039	Detectable Warning Strips	EA	14		
	Unit Price in Words:					
6.	0924006	Concrete Driveway Ramp	SF	6,635		
	Unit Price in Words:					
7.	0970006	Trafficperson (Municipal Police Officer)	EST	1	\$52,800.00	\$52,800.00
	Unit Price in Words:					
8.	0944000A	Furnishing & Placing 6" Topsoil	SY	100		
	Unit Price in Words:					
9.	0950005A	Turf Establishment	SY	100		
	Unit Price in Words:					
10.	0971001A	Maintenance & Protection of Traffic	LS	1		
	Unit Price in Words:					

11.	0975003	Mobilization	LS	1		
	Unit Price in Words:					
12.	0977001	Traffic Cone	EA	50		
	Unit Price in Words:					
13.	0978002	Traffic Drum	EA	20		
	Unit Price in Words:					
14.	0980001A	Construction Staking	LS	1		
	Unit Price in Words:					

Bidder also certifies that he/she has visited the site, received and reviewed the plans and project manual (Bidding Documents, Conditions, and Special Specifications) and titled "Route 12 Sidewalk Improvements."

This bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

TOTAL BID AMOUNT OF LINE NOS. 1-14 INCLUSIVE, \$ _____
(Figures)

(Words)

It is understood that the unit price bids will control in any contract that may be awarded arising from this Bid. The estimated quantities above are approximate and are used only for the comparison of bids. The amounts determined by multiplication of the above unit prices by the estimated quantities, and the totals thereof, have been inserted only for the convenience of the Bidder and to facilitate consideration of this and other bids.

(Signature of Bidder)

(Printed Name and Title)

END OF SECTION 00300

SECTION 00303

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Connecticut's Executive Order No. Three. The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER:

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES NO (circle one) If answer is "YES," identify the most recent contract

2. Compliance reports were required to be filed in connection with such contract or subcontract.

YES NO (circle one) If answer is "YES," identify the most recent contract

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

YES NO (circle one) If answer is "YES," None Required

4. If answer to Item 3 is "NO," please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signatory:

Signature Title

Date

END OF SECTION 00303

SECTION 00305

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

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

1) He/she is _____
of _____, the Bidder that has
submitted the attached Bid;

2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price of prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Putnam, Connecticut or any person interested in the proposed Contract; and

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

(Signature)

(Title)

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

(Signature)

(Title)

My Commission Expires _____

END OF SECTION 00305

SECTION 00310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto TOWN OF PUTNAM, CONNECTICUT 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 _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Putnam, Connecticut a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for Route 12 Sidewalk Improvements, Putnam, Connecticut.

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/her 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 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 U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION 00310

SECTION 00430

NOTICE OF AWARD

TO:

DATE:

PROJECT DESCRIPTION: Route 12 Sidewalk Improvements, Putnam, Connecticut

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

You are hereby notified that your Bid has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 20____

OWNER:

The Town of Putnam, Connecticut

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

by _____ this _____ day of _____, 20____
(Name of Contractor)

By: _____

Title: _____

END OF SECTION 00430

SECTION 00500

FORM FOR AGREEMENT

This Agreement, made this _____ day of _____, 20____, by and between the Town of Putnam, Connecticut, hereinafter called "Owner," acting by and through its Mayor and _____ hereinafter called "Contractor," doing business as a _____.

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

1. The Contractor will commence and complete the work of the Route 12 Sidewalk Improvements, Putnam, Connecticut project.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) days after a date to be specified in the Notice to Proceed and will fully complete the project within ninety (90) consecutive calendar days, unless the period for completion is extended otherwise by the Contract Documents. Failure of the Contractor to begin substantial commencement of the work by the start date shall constitute default of the Contract.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sums shown in the Form for General Bid.
5. The term "Contract Documents" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Form for General Bid
 - (D) Notices to Contractors
 - (E) State of Connecticut Employer Report of Compliance Staffing Labor Department
 - (F) Bid Bond
 - (G) Notice to Award
 - (H) Form for Agreement
 - (I) Payment Bond
 - (J) Performance Bond
 - (K) Notice to Proceed
 - (L) General Conditions
 - (M) Construction Contracts – Required Contract Provisions (State Funded Only Contracts)
 - (N) State Wage Rates

(O) Special Provisions

(P) Supplemental Specifications

(Q) Drawings prepared by Northeastern Connecticut Council of Governments

(R) Technical Specifications prepared by Northeastern Connecticut Council of Governments

(S) Addenda No. _____ or None

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the Contract Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER:

The Town of Putnam, Connecticut

By: _____

Title: _____

CONTRACTOR:

(Name of Company)

By: _____

Title: _____

Address: _____

END OF SECTION 00500

SECTION 00600

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

(Name of Contractor)

(Address of Contractor)

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

and _____
(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 of America, for the payment of which sum 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 _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: Route 12 Sidewalk Improvements, Putnam, Connecticut.

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

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on the 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
(Number)
an original, this the _____ day of _____, 20____.

ATTEST:

(SEAL)

Witness as to Principal:

(Name)

(Address)

Principal:

(Name)

(Address)

ATTEST:

(SEAL)

Witness as to Surety:

(Name)

(Address)

Surety Attorney-in-Fact:

(Name)

(Address)

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

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

END OF SECTION 00600

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

(Name of Contractor)

(Address of Contractor)

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

and _____
(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 of America, for the payment of which sum 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 _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: Route 12 Sidewalk Improvements, Putnam, Connecticut.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one (1) 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 it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on the 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
(Number)
an original, this the _____ day of _____, 20____.

ATTEST:

(SEAL)

Witness as to Principal:

(Name)

(Address)

Principal:

(Name)

(Address)

ATTEST:

(SEAL)

Witness as to Surety:

(Name)

(Address)

Surety Attorney-in-Fact:

(Name)

(Address)

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

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

END OF SECTION 00610

SECTION 00650

NOTICE TO PROCEED

TO:

DATE:

PROJECT DESCRIPTION: Route 12 Sidewalk Improvements, Putnam, Connecticut

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____ and you are to complete the work within ninety (90) consecutive calendar days thereafter. The date of completion of all work is therefore _____.

Failure of the Contractor to begin substantial commencement of the work by the start date shall constitute default of the Contract.

OWNER:

The Town of Putnam, Connecticut

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

by _____ this _____ day of _____, 20____
(Name of Contractor)

By: _____

Title: _____

END OF SECTION 00650

SECTION 0700

GENERAL CONDITIONS

1. Project Description and Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in the Contract Price
15. Time for Commencement and Completion
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnifications
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes
31. Interpretation of Drawings and Specifications
32. Site Regulations
33. Limitations of Data Presented
34. Health and Safety Equipment

1.0 PROJECT DESCRIPTION AND DEFINITIONS

Location:

In the Town of Putnam, Connecticut, a section of Route 12 (portions of South Main Street and Grove Street), running from the intersection of Front Street to the intersection of Killingly Avenue.

Description of Work:

Removal of existing sidewalks and curbing and construction of new Portland cement concrete sidewalks with monolithic curb and ADA compliant sidewalk ramps.

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 AWARDING AUTHORITY (or the pronoun used in place of it) – The authorized agent or representative of the OWNER as defined herein for which the project shall be undertaken.
- 1.4 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.5 BIDDER – Any person, firm or corporation submitting a Form for General Bid for the WORK.
- 1.6 BONDS – Form for General Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and their Surety in accordance with the CONTRACT DOCUMENTS.
- 1.7 CALENDAR DAY – A calendar day shall be construed to mean each consecutive day in its order, excluding Sundays and Legal Holidays.
- 1.8 CHANGE ORDERS – A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.9 COMPLETION – That date, as certified by the ENGINEER, when the construction of the PROJECT (and all parts thereof) is fully completed in accordance with the CONTRACT DOCUMENTS, including, but not limited to, the satisfactory fulfillment of, in the opinion of the ENGINEER, all punch list items, correction of any defective WORK, start-up and training, testing of equipment, submission and approval of operations and maintenance manuals and Record Drawings. Should COMPLETION not be achieved by the CONTRACTOR within the specified time, or extension of time granted by the OWNER, then the provision of Liquidated Damages shall apply.
- 1.10 CONTRACT DOCUMENTS – The Contract, including Advertisements for Bids, Information for Bidders, Form for General Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.11 CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.12 CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS to achieve SUBSTANTIAL COMPLETION and to achieve the COMPLETION of the WORK.
- 1.13 CONTRACTOR – The person, firm or corporation with whom the OWNER has executed the Agreement.

- 1.14 DRAWINGS – The part of the CONTRACT DOCUMENTS which shows the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.15 ENGINEER – The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.16 FIELD ORDER – A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.17 NOTICE OF AWARD – The written notice of the acceptance of the Form for General Bid from the OWNER to the successful BIDDER.
- 1.18 NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.19 OWNER – A public or quasi-public body or authority, corporation, association, partnership, or individual for who the WORK is to be performed. For the WORK associated with these CONTRACT DOCUMENTS, the OWNER shall be the Town of Putnam.
- 1.20 PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.21 RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the OWNER who is assigned to the PROJECT site(s) or any part thereof.
- 1.22 SHOP DRAWINGS – All DRAWINGS, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.23 SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.24 STATE – The State or Commonwealth in which the WORK under this contract is to be performed.
- 1.25 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with the CONTRACTOR, or with any other SUBCONTRACTOR, for the performance of a part of the WORK at the site(s).
- 1.26 SUBSTANTIAL COMMENCEMENT OF THE WORK – The WORK shall be considered substantially commenced on that date, as certified by the ENGINEER, when sufficient equipment, labor, and materials are at the work site to begin, and continue with, the execution of the WORK.
- 1.27 SUBSTANTIAL COMPLETION – That date, as certified by the ENGINEER, when the construction of the PROJECT, or a specified part thereof, is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended. Should SUBSTANTIAL COMPLETION not be achieved by the CONTRACTOR within the specified time, or an extension of time granted by the OWNER, the provisions of Liquidated Damages shall apply.
- 1.28 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform the labor at the site(s).
- 1.29 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.30 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered

mail to said party at their last given address or delivered in person to said party or their authorized representative.

- 1.31 Whenever the words “as directed,” “as permitted,” “as required,” or words of like effect are used, it shall be understood that the direction, permission or requirement of the ENGINEER is intended, and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved or acceptable or satisfactory to the ENGINEER.
- 1.32 Whenever the words “or equal” or words of like import are used, it shall be understood that this means equal in accordance with the following provisions: an item shall be considered equal if in the opinion of the ENGINEER (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design of the public work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item.
- 1.33 Whenever any power is possessed by, or act or thing is to be done by the OWNER under this Contract, the exercise of such power or the doing of such act or thing by the AWARDING AUTHORITY shall be a sufficient compliance with the terms of this Contract unless by law some other officer of the OWNER is required to act in the premises.
- 1.34 Both the address given in the Form for General Bid, upon which this Contract is founded, and the CONTRACTOR’S office at or near the site(s) of the WORKS, is hereby designated as places to either of which notices, letters, and any other communications to the CONTRACTOR shall be certified, mailed or delivered. The delivering to the above-named place, or depositing in a postpaid wrapper directed to the first named place, in any post office box regularly maintained by the Post Office Department, of any notice, letter or other communications to the CONTRACTOR, shall be deemed sufficient service thereof upon the CONTRACTOR, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the CONTRACTOR and delivered to the ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the CONTRACTOR personally.
- 1.35 Whenever it is written that an equipment manufacturer must have a specified period of experience with their products, equipment which does not meet the experience period can be considered if the equipment supplier or manufacturer is willing to provide an Experience Guarantee Bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

2.0 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished Additional Instructions and Detail Drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional DRAWINGS and instructions thus supplied will become part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional Detail DRAWINGS and instructions.

3.0 SCHEDULES, REPORTS, AND RECORDS

- 3.1 Within ten (10) days after the WORK has commenced, the CONTRACTOR shall submit to the ENGINEER for approval a progress schedule in satisfactory form, showing in detail their proposed progress for the construction of the various parts of the work and the proposed times for receiving the various materials required. The CONTRACTOR shall at the end of each month or more often if required, furnish the ENGINEER two (2) copies of a chart showing actual progress of the various parts of the WORK in comparison with the originally proposed progress Schedule as approved.

- 3.2 The CONTRACTOR shall submit a Schedule of Payments that they anticipate they will earn during the course of the WORK.
- 3.3 The WORK is to commence within ten (10) days after a date to be specified in the NOTICE TO PROCEED unless otherwise specified. WORK shall continue with dispatch to COMPLETION, and no suspension of WORK will be allowed without approval of the ENGINEER.
- 3.4 The normal work hours for this project will be 7:00 a.m. EST to 5:00 p.m. EST. Any deviations from these hours must be approved in writing by the ENGINEER prior to commencement of the WORK. No Saturday, Sunday, holiday or work days longer than eight (8) hours will be permitted, without prior arrangements with the ENGINEER, except in the case of an emergency, and then only to the extent that is absolutely necessary, and, if practical, with the written permission of the ENGINEER. If the CONTRACTOR must work beyond the regular work week in order to complete the PROJECT within the CONTRACT TIME, all expenses of the ENGINEER and their personnel required for inspection or observation will be deducted monthly from any sums due or which will become due to the CONTRACTOR.
- 3.5 Prior to commencing any WORK at the site(s) requiring the presence of the ENGINEER or their representative, the CONTRACTOR shall notify the ENGINEER in writing at least twenty-four (24) hours in advance of the exact date and time on which he intends to start.
- 3.6 Prior to the first partial payment estimate, the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:
- 3.6.1 The dates at which special detail DRAWINGS will be required; and
- 3.6.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and installation of materials, supplies and equipment.
- 4.0 DRAWINGS AND SPECIFICATIONS
- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and all transportation necessary for the proper execution of all WORK in accordance with the CONTRACT DOCUMENTS and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancy found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.
- 4.4 The CONTRACTOR is reminded that these DRAWINGS are the property of the ENGINEER. No modifications of information contained in the DRAWINGS shall be made without specific written authorization of the ENGINEER. CONTRACT DRAWINGS are attached hereto and a part of the CONTRACT DOCUMENTS.
- 4.5 All work performed and all materials supplied under this CONTRACT shall conform in all respects to the requirements of the SPECIFICATIONS.

- 4.6 Where referenced in these SPECIFICATIONS, Form 818 shall mean the “Standard Specifications for Roads, Bridges and Incidental Construction, Form 818,” most recent revision to, by the State of Connecticut Department of Transportation. Where the State of Connecticut Department of Transportation, or Department, is referenced in the Form 818 or these specifications, it shall mean and be replaced with the Town of Putnam.
- 5.0 SHOP DRAWINGS
- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER’s approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING, which substantially deviates from the requirements of the CONTRACT DOCUMENTS, shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER’s review, SHOP DRAWINGS shall bear the CONTRACTOR’s certification that they have reviewed, checked and approved the SHOP DRAWINGS, and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site (s) and shall be available to the ENGINEER.
- 5.4 The CONTRACTOR shall submit to the ENGINEER, before any shop WORK is commenced, four (4) to seven (7) prints (four [4] prints are to be used by the ENGINEER and up to three [3] prints are to be used by the CONTRACTOR) of SHOP DRAWINGS for all items so stated in the SPECIFICATIONS as requiring SHOP DRAWINGS. Additional prints for regulatory agencies shall be submitted when indicated in the SPECIFICATIONS. Standard forms for processing SHOP DRAWINGS will be used by the CONTRACTOR and furnished to the CONTRACTOR, by the ENGINEER.
- 5.4.1 No SHOP DRAWINGS shall be submitted directly by SUBCONTRACTORS or SUPPLIERS. All SHOP DRAWINGS shall be submitted through the CONTRACTOR who shall check and verify all field dimensions, check for compliance with the CONTRACT DOCUMENTS, stamp and endorse all DRAWINGS to indicate their approval and compliance with the above, and assign a transmittal number to each submission. Numbers shall be assigned in sequence. In the event that a SHOP DRAWING is returned marked “Amend and Resubmit” or “Rejected,” subsequent resubmittals for the same item shall retain the same transmittal number, but shall have an alphabetical suffix (3a, 3b, etc.). At the time of each submission, the CONTRACTOR shall, in writing, call the ENGINEER’s attention to any deviations of the CONTRACT DOCUMENTS.
- 5.4.2 No portion of the WORK requiring a SHOP DRAWING shall be commenced until the SHOP DRAWING has been reviewed by the ENGINEER. If the first submittal of the WORK is marked either “No Exceptions Taken” or “Make Corrections Noted” or “No Action / No Review,” up to three (3) prints will be returned to the CONTRACTOR and fabrication of the item may begin. If the SHOP DRAWINGS are marked “Amend and Resubmit” or “Rejected – See Remarks,” up to two (2) prints will be returned to the CONTRACTOR with notations thereon of corrections required. The CONTRACTOR shall cause the necessary corrections to be made and shall resubmit four (4) to seven (7) prints (four [4] prints for the ENGINEER and up to three [3] prints for the CONTRACTOR) with transmittal numbers and letters as defined above. If subsequent resubmittals are still not acceptable, submittals shall be made under the procedures outlined above until final acceptance is received.
- 5.4.3 The ENGINEER will review SHOP DRAWINGS with reasonable promptness, but their review shall be only for conformance with the design concept of the PROJECT and for compliance with the information given in the CONTRACT DOCUMENTS. The acceptance of the separate item as such

will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the ENGINEER and shall return the required number of corrected copies. The CONTRACTOR shall direct specific attention in writing or on resubmitted SHOP DRAWINGS to revisions other than the corrections called for by the ENGINEER on previous submissions.

- 5.4.4 The ENGINEER's review of SHOP DRAWINGS shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the CONTRACT DOCUMENTS unless the CONTRACTOR has, in writing, called the ENGINEER's attention to such deviations at the time of submission and the ENGINEER has given written acceptance to the specific deviation, nor shall any acceptance by the ENGINEER relieve the CONTRACTOR for responsibility for errors or omissions in the SHOP DRAWINGS. The final acceptance of SHOP DRAWINGS by the ENGINEER shall not operate to relieve the CONTRACTOR in any way of their responsibility under this CONTRACT for the satisfactory completion of the WORK, or for the accuracy of the dimensions, details, quantities or for their agreement. No change shall be made in the accepted SHOP DRAWINGS without written consent of the ENGINEER. The CONTRACT PRICE shall include the cost of furnishing all SHOP DRAWINGS and the CONTRACTOR shall be allowed no extra compensation therefor.
- 5.5 The CONTRACTOR shall submit to the ENGINEER for review, with such promptness as to cause no delay in the WORK, all samples required by the CONTRACT DOCUMENTS. All samples shall be checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, the use for which intended, and the section number and paragraphs of the SPECIFICATIONS wherein the material is specified. All samples shall be shipped post and/or freight paid.
- 5.5.1 At the time of each submission, the CONTRACTOR shall in writing, call the ENGINEER's attention to the deviations that the samples may have from the requirements of the CONTRACT DOCUMENTS.
- 5.5.2 The ENGINEER will review with reasonable promptness submitted samples, but their review shall be only for conformance with the information given in the CONTRACT DOCUMENTS. The acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. In the event samples are not accepted, the CONTRACTOR shall resubmit new samples until acceptance is obtained.
- 5.5.3 No WORK requiring sample submissions shall be commenced until the submission has been accepted by the ENGINEER.
- 5.5.4 The ENGINEER's acceptance of samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the CONTRACT DOCUMENTS unless the CONTRACTOR has in writing called the ENGINEER's attention to such deviations at the time of submission and the ENGINEER has given written acceptance of the specific deviations.
- 6.0 MATERIALS, SERVICES AND FACILITIES
- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all labor, materials, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.6 All materials are to be new, unused and the best and of finest quality of their several kinds. The CONTRACTOR shall provide facilities and handle all materials as required for the inspection by the ENGINEER. Materials which have not been accepted by the ENGINEER shall be removed from the site(s) of the WORK together with all surplus earth and materials which are unsuitable or not in conformity with the CONTRACT DOCUMENTS. Disposal of materials shall be without expense to the OWNER. The CONTRACTOR shall promptly replace any materials rejected or condemned and shall not be allowed extra time for Completion of the WORK by reason of such rejection.
- 6.7 Delivery Slips
- Duplicate copies of delivery slips for payment items showing the quantities of each truckload of materials delivered to the project shall be given to the inspector when the truck arrives. This shall include all materials whatsoever, such as, concrete, gravel, stone, asphalt, calcium chloride, etc.
- 7.0 INSPECTION AND TESTING
- 7.1 All materials and equipment in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS. NOTE: minimum testing requirements shall meet or exceed those shown for LOTCIP in Chapter 7 of the latest version of the CT DOT Materials Testing Manual, which can be found on the internet at <https://www.ct.gov/dot/cwp/view.asp?a=1410&Q=538842>.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at their expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS. Should inspections or tests reveal defective WORK, the defective WORK shall be made good and unsuitable materials shall be rejected, notwithstanding that such WORK and materials have been previously overlooked and accepted or estimated for payment. If the WORK or any part thereof shall be found defective at any time before the final acceptance of the whole WORK, the CONTRACTOR shall forthwith make good such defect in a manner satisfactory to the ENGINEER. Nothing in this CONTRACT shall be construed as vesting in the CONTRACTOR any right or property in the materials used after they have been attached or affixed to the WORK or the soil but all such materials shall upon being so attached or affixed, become the property of the OWNER.
- 7.6 All portions of the WORK condemned by the ENGINEER as failing to conform to the CONTRACT DOCUMENTS shall be taken down and removed and the CONTRACTOR shall promptly replace and re-execute the same in accordance therewith and without expense to the OWNER, and the CONTRACTOR shall

bear the expense of making good all WORK or property of other CONTRACTORS or of the OWNER destroyed or damaged by such removal or replacement.

- 7.7 The ENGINEER and their representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all WORK, materials, payroll, records of personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7.8 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for their observations and replaced at the CONTRACTOR's expense.
- 7.9 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is found not to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributed to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8.0 SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products or equal capacities, quality and function shall be considered.
- 8.2 The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number; and if, in the opinion of the ENGINEER, such material, article or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible for the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9.0 PATENTS

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. The CONTRACTOR shall defend all suits or Claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers is specified. However, if the CONTRACTOR has reason to believe that the design, process, or the products specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless they promptly give such information to the ENGINEER.

10.0 SURVEYS, PERMITS, AND REGULATIONS

- 10.1 From the information provided by the OWNER, unless specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detailed surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations and cut sheets.

The CONTRACTOR will be required to layout all lines and grades for all categories of work using a land surveyor licensed in the State of Connecticut. The ENGINEER is to receive copies of the "Grade" sheets before the work proceeds. Line and grade may be established by means of a laser type instrument. However, the CONTRACTOR must make periodic measurements of the elevation of the light beam to be sure it is "on grade" at all times. Likewise, for structures he shall provide a certification as to the elevation of key elements so that the OWNER will know the structures are being installed according to plan. The price for all labor and materials shall be included in the overall bid price.

- 10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 The CONTRACTOR shall be responsible for protecting private property and State boundary markers within the contract limits. Any markers disturbed during construction shall be replaced by a land surveyor licensed in the State of Connecticut, based upon land records research, field reconnaissance and field location of existing property boundary markers, adequate for the replacement of such existing property boundary markers after the completion of final grading adjacent to the reconstruction items.
- 10.4 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR, unless otherwise stated in the Supplemental Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities, shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall be solely responsible for performing any necessary acts and providing any materials required in order to comply with any and all terms and conditions set forth in any permits and licenses. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, they shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Article 13, "Changes in the Work."
- 10.5 It is the responsibility of the CONTRACTOR to comply with conditions of existing permits, obtain permits and provide information to the OWNER if the OWNER needs to obtain a permit.

11.0 PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. They will take all necessary precautions for the safety of and will provide necessary protection to prevent damage, injury or loss to all employees on the WORK, and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site(s), and other property at the site(s) or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement during the course of construction. The CONTRACTOR shall be responsible for and pay for all loss or damage to materials and property, whether such are incorporated in, or to be incorporated in the WORK. The CONTRACTOR shall also replace or restore to original condition man-made or natural improvements or other things injured or interfered with by the CONTRACTOR in carrying out the CONTRACT. Adequate weather protection of all materials and structures of this PROJECT shall be the duty of the CONTRACTOR.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. They will erect and maintain as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. They will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or

loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, and SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS, or either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site(s) adjacent thereto, the CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall be issued covering the changes and deviations involved.

11.4 Hazardous Material

- 11.4.1 If at any time during construction, the presence of unanticipated hazardous materials at or proximate to a construction site(s) is detected, the CONTRACTOR shall stop WORK in the affected area and perform the following immediately:

- (a) Notify the OWNER in writing.
- (b) Take all action necessary and appropriate for the protection and safety of the public and persons at or about the site(s), including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- (c) Notify the respective State Department of Hazardous Waste (or other Departments, Bureaus or the like for such jurisdiction) and receive instructions as to the appropriate measures to be taken while working in that area.
- (d) Notify the State Department of Energy and Environmental Protection (DEEP), or other appropriate state agency, in writing within forty-eight (48) hours following discovery of the suspected hazardous materials.
- (e) Notify the local hazardous waste coordinator.

- 11.4.2 Actions at the construction site(s) following completion of these steps shall be at the direction of the Division of Hazardous Waste (or other Department, Bureau or the like for such jurisdiction). Nothing in this Article shall be construed as to require the consultant and/or the CONTRACTOR to perform WORK for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the health and welfare of workers, residents and abutters are immediately adopted.

- 11.4.3 At construction site(s) where the presence of contaminated or hazardous materials are suspected to exist and provisions have been made in the CONTRACT DOCUMENTS for their management, the requirements of Paragraph 11.4.1 of this Article shall apply.

11.5 Occupational Safety and Health

The CONTRACTOR has full responsibility to comply with all provisions of State of Connecticut Public Act No. 73-379 concerning Occupational Safety and Health.

11.6 Watchman Service

The CONTRACTOR may employ a responsible watchman to guard the site and premises at all such times as he deems necessary from the beginning of WORK until acceptance by the OWNER, but no additional compensation shall be paid by the OWNER for such service. The OWNER shall provide a secure storage area of a size adequate to accommodate the required vehicles, equipment and materials for the period of performance of the Test and Seal portion of the CONTRACT only.

11.7 Maintenance of Traffic

The CONTRACTOR shall protect existing pedestrian and vehicular traffic and shall provide traffic control devices as required or included herein to properly direct vehicular and pedestrian movements throughout the construction period. The CONTRACTOR shall be present at a Pre-Construction Meeting to review Maintenance of Traffic issues with the OWNER, ENGINEER and other Town and State officials.

11.8 Existing Conditions

The CONTRACTOR will retain and protect all existing structures designated to remain and shall repair any damage at no additional cost to the OWNER.

11.9 Daily Clean Up

The CONTRACTOR shall ensure that all loose lumber and other debris is removed from the work area after working hours. The CONTRACTOR shall maintain the construction site in a neat and orderly fashion. WORK shall be left "broom swept."

11.10 Erosion and Sedimentation Control

The CONTRACTOR shall take whatever measures are necessary to minimize erosion and sedimentation. These shall include control of discharges from dewatering pumps and control of runoff from the trench and the surface of disturbed ground. He may employ bales of hay to act as filters, stilling pools to settle out silt particles and temporary seeding or whatever means is most suitable to the WORK site. The CONTRACTOR is responsible for all fines and the cost of corrective measures on and adjacent to the site from erosion or sedimentation. The CONTRACTOR is responsible for complying with any CT DEEP permits that may be required.

11.11 Site Access and Storage of Equipment and Materials

The CONTRACTOR shall submit a plan for access to the site and for Equipment and Material Storage, prior to the commencement of WORK or at the Pre-Construction Meeting, to the ENGINEER for approval. All areas on or adjacent to the site, which are approved by the ENGINEER for access and storage, shall be restored to pre-construction condition at the CONTRACTOR's expense.

12.0 SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. They will be solely responsible for the means, methods, techniques, sequences and procedures of CONSTRUCTION. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site(s). The supervisor shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site(s) at all times as required to perform adequate supervision and coordination of the WORK.

12.2 The CONTRACTOR shall employ only competent workers and, whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any person on the WORK is, in their opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory or not employed in accordance with the provisions of this CONTRACT, such person shall be discharged from the WORK and shall not again be employed on it except with the consent of the ENGINEER.

13.0 CHANGES IN THE WORK

- 13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The ENGINEER, also, may at any time, by issuing a field order, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such field order entitles the CONTRACTOR to a change in the CONTRACT PRICE or TIME, or both, in which event they shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending receipt of an executed CHANGE ORDER or further instructions from the OWNER.

14.0 CHANGES IN CONTRACT PRICE

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one (1) or more of the following methods in order of precedence listed below:
- (a) Unit prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the WORK, computed as follows:
 - (1) The reasonable cost of labor employed directly on the WORK at prevailing rates of wages.
 - (2) The cost of Worker's Compensation Insurance, Federal Social Security and State Unemployment Compensation on Item (1), above, at established rates.
 - (3) The reasonable cost of materials incorporated in the WORK.
 - (4) The reasonable cost at fair market rental rates for equipment employed directly on the WORK.
 - (5) Fifteen (15) percent of Items (1), (2), (3) and (4) for overhead, superintendence and profit (on SUBCONTRACT WORK this 15 percent will be allowed only to the SUBCONTRACTOR).
 - (6) An additional five (5) percent of Items (1), (2), (3) and (4) on WORK performed by a SUBCONTRACTOR of the CONTRACTOR. This 5 percent includes overhead, superintendence, profit and BONDS.

15.0 TIME FOR COMMENCEMENT AND COMPLETION

- 15.1 The date of beginning and the time for SUBSTANTIAL COMPLETION and COMPLETION of the WORK are essential conditions of the CONTRACT DOCUMENTS, and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will commence with the WORK at such a rate of progress to insure SUBSTANTIAL COMMENCEMENT OF THE WORK on or before a date and time frame specified in the NOTICE TO PROCEED. If the CONTRACTOR fails to commence substantial WORK on the PROJECT within seven (7)

calendar days after the Start Date, he or she shall be considered in default of the CONTRACT and the Town may take the following actions:

- (a) Void the existing CONTRACT.
- (b) Award a new CONTRACT to the next bidder, or re-bid.
- (c) Place a claim against the Performance Bond of the original CONTRACTOR for all extra costs.

15.3 The CONTRACTOR will proceed with the WORK at such rate of progress to insure both SUBSTANTIAL COMPLETION and full COMPLETION within the CONTRACT TIME(s). It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time allowed to achieve SUBSTANTIAL COMPLETION and the CONTRACT TIME for COMPLETION of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.4 If the CONTRACTOR shall fail to achieve SUBSTANTIAL COMPLETION or COMPLETION, within the specified time(s) or extension of time(s) granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for Liquidated Damages as specified in the Form for General Bid for each calendar day and/or working day that the CONTRACTOR shall be in default after the time(s) stipulated in the CONTRACT DOCUMENTS.

15.5 The CONTRACTOR shall not be charged with Liquidated Damages or any excess cost when the delay in COMPLETION of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

15.5.1 To any preference, priority or allocation order duly issued by the OWNER.

15.5.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, act of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

15.5.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Paragraphs 15.5.1 and 15.5.2 of this Article.

16.0 CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17.0 SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER.
Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.
- 17.3 Commissioner of State Police – Blasting
- Blasting will not be allowed on this project.
- 17.4 Excavation
- (a) Excess Excavated and Milled Material
- Excavation for the PROJECT may result in some excess suitable material to be disposed of. Such suitable material shall become to property of the CONTRACTOR and is to be transported to a legal disposal site. Cost of this transportation of fill shall be considered included in the base BID of the CONTRACT.
- (b) Existing Construction Castings
- All frames, covers or grates removed from existing structures that are to be abandoned or replaced shall remain the property of the OWNER and shall be delivered to a location specified by the OWNER within the municipal boundary. The OWNER may elect not to retain these structures. The CONTRACTOR will dispose of these in this case and the cost of this work shall be included in the overall cost of the PROJECT. Separate payment will not be made for this work, if required.
- (c) The CONTRACTOR shall engage an independent Registered Professional Engineer (with a valid license in the State of Connecticut) with experience in the design of temporary earth support to evaluate his methods of excavation and design a temporary earth support system during construction. The CONTRACTOR shall submit a notarized letter to the ENGINEER certifying conformance to the above requirements, before the start of any construction.
- 17.5 Underground Utilities
- The CONTRACTOR's attention is directed to the underground utilities which cross the work. He must cooperate with the UTILITY COMPANIES and any municipality in protecting these areas. The CONTRACTOR shall, insofar as possible, determine in advance of trench excavation the location of all utilities and other sub-surface structures and facilities and shall accurately mark same so that they may be avoided. The work of protecting and restoring existing utilities and facilities where no definite physical interference exists, or where the interference is avoidable, shall be done without additional payment. Where existing utilities or other sub-surface facilities adjacent to the trench or crossing through the trench require temporary support or protection, the work shall be done without additional payment. Ample precautions shall be taken to prevent settlement of existing improvements. It is the CONTRACTOR's responsibility to notify "Call Before You Dig."

The labor, pipe and other material necessary for removing, altering, replacing or extending existing utilities not included in the CONTRACT will, unless otherwise ordered, be done by the respective UTILITY COMPANIES.

18.0 SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The OWNER may suspend the WORK of any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which NOTICE shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER, may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation of additional professions services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may, upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER, stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19.0 PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of the partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain five (5) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to two and one-half (2.5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.
- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4 The OWNER shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay

unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR, and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

- 19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BOND.

- 20.2 Upon approval of the final certificate by the OWNER, the OWNER will pay to the CONTRACTOR the amount therein stated. Final payment, however will not be released to the CONTRACTOR until:

- (a) He presents a statement that all claims against the CONTRACTOR have been satisfied and, if so ordered, the following:
- (b) He secures and files with the OWNER statements from:
 - (1) Officials, that streets, highways and other property under their jurisdiction have been restored satisfactorily, and:
 - (2) Owners of utilities, that the CONTRACTOR has satisfactorily maintained, replaced, and restored utility structures and property at the site.

20.3 Acceptance of Final Payment

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from: unsettled liens; from faulty work appearing within twelve (12) months after final payment; from requirements of the specifications; or from manufacturer's guarantees. It shall also constitute a waiver of all claims by the CONTRACTOR. If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall, upon certification of the ENGINEER, and without terminating the CONTRACT, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

20.4 Maintenance Period

During a period of one (1) year subsequent to the date of the acceptance of the work by the OWNER, or as provided above, the CONTRACTOR agrees to replace the material which does not conform to CONTRACT requirements, and to repair any damage of the material or of the work, without cost to the OWNER, to the

satisfaction of the ENGINEER, and in conformity with the CONTRACT DOCUMENTS, provided that orders for such replacements or repairs are received by him in writing within the one (1) year period. The CONTRACTOR is not obligated hereby to do any work of replacement or repair that he may prove, to the satisfaction of the ENGINEER, to have resulted from abuse of the WORK, or materials, by parties other than the CONTRACTOR, after the date when the OWNER puts to use that part of the work requiring replacement or repairs, or has approved the Certificate of Completion, and had accepted the WORK.

21.0 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below, which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under worker's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person, and;

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified or as required by the State of Connecticut Department of Transportation Form 818, Section 1.03.07 and/or the Town of Putnam:

21.3.1 Commercial General Liability: CONTRACTOR shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits shall be a minimum of:

(a) Bodily injury & property damage with a single occurrence limit of \$1,000,000 for contracts of \$2,000,000 or less, or, \$2,000,000 for contracts greater than \$2,000,000.

(b) Personal & advertising injury limit of \$1,000,000 per occurrence

(c) General minimum annual aggregate limit of \$2,000,000 (other than products and completed operations) for contracts of \$2,000,000 or less, or, \$4,000,000 for contracts greater than \$2,000,000.

(d) Products and completed operations aggregate limit of \$2,000,000

(e) The policy shall name the State of Connecticut and the Town of Putnam, its representatives and assigns as additional insured.

NOTE: such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the State of Connecticut or Town. Also, such coverage shall contain a broad form contractual liability endorsement or similar working within the policy form.

- 21.3.2 Commercial Automobile Insurance: CONTRACTOR shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 for each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.
- 21.3.3 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT; and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees, unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under the CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22.0 CONTRACT SECURITY

- 22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared as bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies Accepted on Federal Bonds, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND(s) shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23.0 ASSIGNMENTS

- 23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portions thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24.0 INDEMNIFICATION

- 24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees, court costs, and expert witness fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25.0 SEPARATE CONTRACTS

- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such work that render it unsuitable for such proper execution and results.
- 25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his WORK with theirs.
- 25.3 If the performance of additional work by other contractors or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Articles 14 and 15.

26.0 SUBCONTRACTING

- 26.1 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.

- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50) percent of the CONTRACT PRICES, without prior written approval of the OWNER (see Form 818 Sec 1.08.01).
- 26.3 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.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5 Nothing contained in the CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27.0 ENGINEER'S AUTHORITY

- 27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the work is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28.0 LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29.0 GUARANTY

- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship, and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects

including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give NOTICE of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30.0 TAXES

30.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

30.2 Except as may be otherwise provided in this CONTRACT, the CONTRACT PRICE is to include all applicable federal, state and local taxes, but does not include any tax from which the CONTRACTOR is exempt. Materials purchased for inclusion in the PROJECT are exempt from State Sales Tax. CONTRACTORS purchasing such tax exempt materials must sign an exempt purchase certificate and file it with the supplier.

31.0 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

31.1 The SPECIFICATIONS and the DRAWINGS are intended to describe and provide for a completed PROJECT. They are intended to be complementary, and what is called for by either shall be complete in every detail, notwithstanding that every item necessarily involved is not particularly mentioned, and the CONTRACTOR shall provide all labor and materials necessary for the entire Completion of the WORK intended to be described.

32.0 SITE REGULATIONS

32.1 Removal of Rubbish and Temporary Facilities.

On or before the Completion of the WORK, the CONTRACTOR shall without charge therefore tear down and remove all buildings and other temporary structures built by the CONTRACTOR, and shall remove and legally dispose of surplus material and rubbish of all kinds from any ground which he has occupied and shall leave the work, grounds and surroundings in clean and neat condition.

32.2 Tobacco, Drugs and Liquor Prohibited.

The CONTRACTOR shall neither permit nor suffer smoking where it creates a hazard nor the introduction or use of drugs, spirits, or intoxicating liquors upon or about the WORK embraced in this CONTRACT or upon any of the grounds occupied by the CONTRACTOR.

32.3 Posters.

The CONTRACTOR shall not permit or suffer any placards, posters or advertisements to be displayed on or about the premises unless approved by the OWNER.

33.0 LIMITATIONS OF DATA PRESENTED

33.1 DRAWINGS, survey measurements, dimensions, calculations, estimates, borings and statements as to the condition under which the WORK is to be performed are believed to be correct.

33.2 The BIDDER shall carefully examine the CONTRACT DOCUMENTS, including all DRAWINGS, SPECIFICATIONS and ADDENDA, shall visit the site(s), and shall satisfy themselves as to the type and

quantity of the WORK to be done. For the purposes of comparing several proposals, Form for General Bid shall be based on the data presented and the BIDDER's examination of the site(s).

- 33.3 The locations of all utilities are obtained from the best available sources, and are to be considered as approximate insofar as size, location and elevation are concerned. Furthermore, it is expressly understood that there may be utilities in existence other than those shown on the DRAWINGS.
- 33.4 Plans, SPECIFICATIONS and details shown are to illustrate the ENGINEER's intent and are not presented as a solution to all construction problems encountered in the field. The CONTRACTOR may submit proposals for alternate methods to suit field conditions.

34.0 HEALTH AND SAFETY EQUIPMENT

- 34.1 As provided for in Article 11, the CONTRACTOR is responsible for establishing and maintaining a Health and Safety program throughout the course of the PROJECT so as to meet all local, State, Federal and OSHA requirements.
- 34.2 In order for the OWNER and/or ENGINEER to observe the WORK, the CONTRACTOR shall provide health and safety equipment for such purposes. Such equipment shall specifically include but not necessarily be limited thereto the following:
 - 34.2.1 Ear plugs in sufficient quantities
 - 34.2.2 Headset protective hearing devices
 - 34.2.3 Safety glasses/goggles
- 34.3 All of the above equipment shall be continuously provided at the worksite and maintained in good working order. It is understood that such equipment shall remain the property of the CONTRACTOR and is in addition to any and all health and safety equipment that the CONTRACTOR is required to have for the CONTRACTOR's health and safety program on-site.

END OF SECTION 0700

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

Index

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2. Contractor Work Force Utilization / Specific Equal Employment Opportunity
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4. Americans with Disabilities Act of 1990, as Amended
5. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
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17. Campaign Contribution Restriction

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

Index of Exhibits

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

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

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

2. Contractor Work Force Utilization / Equal Employment Opportunity

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

3. Contract Wage Rates

The Contractor shall comply with:

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

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

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

4. Americans with Disabilities Act of 1990, as Amended

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

5. Connecticut Statutory Labor Requirements

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

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

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

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

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited. The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

(e) Residents Preference in Work on Other Public Facilities. NOT APPLICABLE TO FEDERAL AID CONTRACTS. Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or
Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

7. Executive Orders

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

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

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

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

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor

agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such

provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

9. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

10. Connecticut Freedom of Information Act

(a) Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

(b) Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must

accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5)(A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

11. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

12. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit C, and hereby made part of this Contract.

14. Forum and Choice of Law

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be

transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

15. Summary of State Ethics Laws

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

16. Audit and Inspection of Plants, Places of Business and Records

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

17. Campaign Contribution Restriction

For all State contracts, defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached hereto and hereby made a part of this contract, attached as Exhibit D.

18. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

19. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free "HOT LINE" telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The "HOT LINE" telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

20. Consulting Agreement Affidavit

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

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

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

EXHIBIT A**TITLE VI CONTRACTOR ASSURANCES**

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

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

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

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

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

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

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

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

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

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

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted or funded) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

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

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

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

Belin	Bloomfield	Bolton	Bristol
Burlington	Canton	Chaplin	Colchester
Columbia	Coventry	Cromwell	Durham
East Granby	East Haddam	East Hampton	East Hartford
East Windsor	Ellington	Enfield	Farmington
Glastonbury	Granby	Haddam	Hartford
Harwinton	Hebron	Lebanon	Manchester
Mansfield	Marlborough	Middlefield	Middletown
Newington	Plainville	Plymouth	Portland
Rocky Hill	Simsbury	Somers	South Windsor
Southington	Stafford	Suffield	Tolland
Vernon	West Hartford	Wethersfield	Willington
Winchester	Windham	Windsor	Windsor Locks

Lower River	4.3%
1.8%	

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL
Female

Minority

New Haven	17.9%
3.1%	

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

New London	7.4%
3.1%	

Bozrah	Canterbury	East Lyme	Franklin
Griswold	Groton	Ledyard	Lisbon
Montville	New London	North Stonington	Norwich
Old Lyme	Old Saybrook	Plainfield	Preston
Salem	Sprague	Stonington	Waterford
Hopkinton	RI – Westerly Rhode Island		

Stamford	33.2%
2.1%	

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington	4.3%
1.8%	

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

Torrington

Warren

Waterbury				12.4%
1.6%				
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

Rev. 4/24/2019

EXHIBIT C

Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) “Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. § 17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination
 - (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the

April 2019

HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

STATE WAGE RATES

~~(Page 27 of 27)~~

**Minimum Rates and Classifications for
Heavy/Highway Construction**

ID#: 22-35033

**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: LOTCIP #L115-0002

Project Town: Putnam

State#:

FAP#:

Project: Route 12 Sidewalk Improvements

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	38.27	34.47
2) Carpenters, Piledrivermen	36.07	26.15
2a) Diver Tenders	36.07	26.15
3) Divers	44.53	26.15
03a) Millwrights	36.32	26.81
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	54.0	22.90
4a) Painters: Brush and Roller	36.42	22.90
4d) Painters: Blast and Spray	39.42	22.90
4e) Painters: Tanks, Tower and Swing	38.42	22.90

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)	40.75	30.47+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	45.83	33.50
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	32.0	24.40
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	32.25	24.40
10) Group 3: Pipelayers	32.5	24.40
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	32.5	24.40
12) Group 5: Toxic waste removal (non-mechanical systems)	34.0	24.40
13) Group 6: Blasters	33.75	24.40
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	33.0	24.40
Group 8: Traffic control signalmen	18.0	24.40
Group 9: Hydraulic Drills	32.75	24.40

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	34.23	24.40 + a
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13b) Brakemen, Trackmen, Miners' Helpers and all other men	33.26	24.40 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	33.26	24.40 + a
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15) Form Erectors	33.59	24.40 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:-----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	33.26	24.40 + a
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17) Laborers Topside, Cage Tenders, Bellman	33.15	24.40 + a
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18) Miners	34.23	24.40 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----

18a) Blaster	40.72	24.40 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	40.52	24.40 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	38.54	24.40 + a
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21) Mucking Machine Operator, Grout Boss, Track Boss	41.31	24.40 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	31.16	28.78 + a
Three Axle Trucks; Two Axle Ready Mix	31.27	28.78 + a
Three Axle Ready Mix	31.33	28.78 + a
Four Axle Trucks	31.39	28.78 + a
Four Axle Ready-Mix	31.44	28.78 + a
Heavy Duty Trailer (40 tons and over)	33.66	28.78 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	31.44	28.78 + a
Heavy Duty Trailer (up to 40 tons)	32.39	28.78 + a
Snorkle Truck	31.54	28.78 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	46.07	26.80 + a

Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	45.71	26.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott- 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	42.99	26.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	38.61	26.80 + a

****NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21

23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76
----LINE CONSTRUCTION----		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

--Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
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The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: May 18, 2022

SPECIAL PROVISIONS

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NOTE: Items are from the State of Connecticut Department of Transportation Form 818.

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 (10) hours in duration in construction safety and health approved by the Federal Occupational Safety and Health Administration, has completed a new miner training program approved 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 (10) 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 (5) 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 <https://www.osha.gov/dte/edcenters/>.

Additional information regarding this statute can be found at the Connecticut Department of Labor website, <https://www.ctdol.state.ct.us/wgwkstnd/prevaling-rates/Sec31-53b>.

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.

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

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirement 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.

CT DOT FORM 818 NOTICE TO CONTRACTOR — ITEM
#0924004 CONCRETE DRIVEWAY RAMP

Removal and disposal of a portion of any bituminous concrete driveway apron in order to construct a concrete driveway ramp shall be included in the basis of payment for this item.

**CT DOT FORM 818 NOTICE TO CONTRACTOR — ITEM
#0970006 TRAFFICPERSON (MUNICIPAL POLICE OFFICER)**

For this item, a request for payment shall be based upon the trafficperson's time spent on the project with said time verified in writing on a "Daily Traffic Detail Ticket" satisfactory to the Town, indicating at least the following information: person's name, project name, time in/out with date, lunch time (if any), and total hours worked. Detail tickets shall be submitted to the Town or its representative at the end of each workday.

NOTICE TO CONTRACTOR — CONTROL OF MATERIALS

Delivery slips/receipts for material used in the project shall be submitted to the Town or its representative on the day of delivery. In the case of manufactured products (precast components, metal frames and grates, pipe, guiderail, etc.), the manufacturer or supplier of such an item shall furnish a Materials Certificate showing that it is in conformance with State of Connecticut Department of Transportation material specifications.

The Contractor shall employ an experienced third party materials testing firm/laboratory, acceptable to the Owner, for certifying soil gradation/compaction properties, prior to placing any bituminous pavement, and bituminous concrete thickness/compaction.

**NOTICE TO CONTRACTOR – WORK INCIDENTAL TO ROAD AND SIDEWALK
CONSTRUCTION / RECONSTRUCTION**

No separate payment shall be made for the following examples of work incidental to road and sidewalk reconstruction: dismantling stone walls and rebuilding; removal and disposal of metal pipe railing/fence cut flush to top of existing retaining wall; sign removal and relocation; formation of subgrade; slope grading; removal and disposal of existing road pavement, and surplus earth products (soil, ledge, boulders, topsoil, etc.); tack coat; felled trees, limbs, and stumps; and adjustment to finish grade in roadway and sidewalks - manhole frames, catch basin tops, gate valve boxes (water, gas, etc.), curb stops, hand holes, etc.

Additionally, no separate payment shall be made for the required Project Sign described in Appendix L of these specifications.

The Contractor shall cover the cost of the work listed above in other bid items listed in the Form for General Bid.

NOTICE TO CONTRACTOR - PORTLAND CEMENT CONCRETE (PCC) MIX CLASSIFICATIONS

SECTIONS 6.01 and M.03 MIX CLASSIFICATION EQUIVALENCY

Sections 6.01 *Concrete for Structures* and M.03 *Portland Cement Concrete* are herein revised to reflect changes to item names and nomenclature for standard Portland Cement Concrete (PCC) mix classifications. Other Special Provisions, standard specifications, plan sheets and select pay items in this Contract may not reflect this change. Refer to the Concrete Mix Classification Equivalency Table below to associate the Concrete Mix Classifications with Former Mix Classifications that may be present elsewhere in the Contract.

Concrete Mix Classification Equivalency Table

New Mix Classification (Class PCCXXXYZ ¹)	Former Mix Classification
Class PCC03340	Class "A"
Class PCC03360	Class "C"
Class PCC04460 ²	Class "F"
Class PCC04462 ²	High Performance Concrete
Class PCC04481, PCC05581	Class "S"

Table Notes:

1. See Table M.03.02-1, Standard Portland Cement Concrete Mixes, for the new Mix Classification naming convention.
2. Class PCC04462 (low permeability concrete) is to be used for the following cast-in-place bridge components: decks, bridge sidewalks, and bridge parapets.

Where called for in the Contract, **Low Permeability Concrete** shall be used, as specified in Sections 6.01 and M.03. Please pay special attention to the requirements for Class PCC04462, including:

- Submittal of a mix design developed by the Contractor and a concrete supplier **at least 90 days prior to placing the concrete**
- Testing and trial placement of the concrete mix to be developed and discussed with the Department

The Department will not consider any requests for change to eliminate the use of Low Permeability Concrete on this Project.

NOTICE TO CONTRACTOR — STATE SET-ASIDE AND CONTRACT COMPLIANCE REQUIREMENTS

The contractor who is selected to perform this State project must comply with Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (DAS) under the provisions of Connecticut General Statute § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806. (Copies of forms can also be found in the Appendices of these contract specifications.)

SUPPLEMENTAL SPECIFICATIONS

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NOTE: All of the above are from the State of Connecticut Department of Transportation Form 818.

CT DOT FORM 818 SECTION 1.06 - CONTROL OF MATERIALS

Article 1.06.07 - Certified Test Reports and Materials Certificates:

After Article 1.06.07-1 add the following:

1) For the materials in the following items, a Certified Test Report will be required confirming their conformance to the requirements set forth in these plans or specifications or both. Should the consignee noted on a Certified Test Report be other than the Prime Contractor, then Materials Certificates shall be required to identify the shipment.

Aggregate
Topsoil
Tack Coat
Bituminous Concrete
Portland Cement Concrete

After Article 1.06.07-2 add the following:

2) For the materials in the following items, a Materials Certificate will be required confirming their conformance to the requirements set forth in these plans or specifications or both.

Sign Materials
Detectable Warning Strip
Grass Seed
Traffic Cone
Traffic Drum

CT DOT FORM 818 SECTION 1.07 – LEGAL RELATIONS AND RESPONSIBILITIES

Delete Article 1.07.07 in its entirety and replace it with the following:

1.07.07—Safety and Public Convenience: The Contractor shall conduct the Project work at all times in such a manner as to ensure the least possible obstruction to traffic. In a manner acceptable to the Engineer, the Contractor shall provide for the convenience and interests of the general public; the traveling public; parties residing along or adjacent to the highway or Project Site; and parties owning, occupying or using property adjacent to the Project Site, such as commuters, workers, tenants, lessors and operating agencies. Notwithstanding any other Contract provision, the Contractor shall not close to normal pedestrian or vehicular traffic any section of road, access drive, parking lot, sidewalk, station platform, railroad track, bus stop, runway, taxiway, occupied space within a Site, or occupied space within a building, except with the written permission of the Engineer.

All equipment, materials, equipment or material storage areas, and work areas must be placed, located, and used in ways that do not create a hazard to people or property, especially in areas open to public pedestrian or vehicular traffic. All equipment and materials shall be placed or stored in such a way and in such locations as will not create a hazard to the traveling public or reduce sight lines. In an area unprotected by barriers or other means, equipment and materials must not be stored within 30 feet of any traveled way.

The Contractor must always erect barriers and warning signs between any of its work or storage areas and any area open to public, pedestrian, or vehicular traffic. Such barriers and signs must comply with all laws and regulations, including any applicable codes.

The Contractor must arrange for temporary lighting, snow and ice removal, security against vandalism and theft, and protection against excessive precipitation runoff within its Project work and storage areas, and within other areas specifically designated in the Contract.

In addition to meeting the requirements of Section 9.71, the Contractor shall take all precautions necessary and reasonable for the protection of all persons, including, but not limited to, employees of the Contractor or the Department, and for the protection of property, until the Engineer notifies the Contractor in writing that the Project or the pertinent portion of the Project has been completed to the Engineer's satisfaction.

The Contractor shall comply with the safety provisions of applicable laws, including building and construction codes and the latest edition of the CFR. The Contractor must make available for reference in its field office, throughout the duration of the Project, a copy of the latest edition and all supplements of the CFR pertaining to OSHA.

The Contractor shall make available to the Contractor's employees, subcontractors, the Engineer, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 and The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all MSDS for products in use at the Project. These MSDS shall be made available to the Engineer upon request.

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

Safety Plan: Before starting work on the Project, the Contractor shall submit to the Engineer a written Safety and Health Plan (hereinafter referred to as the "Plan"). The Plan shall meet or exceed the minimum requirements of this Subsection and any applicable State or Federal regulations.

The Plan shall apply to any work under the Contract whether such work is performed, by way of example and not limitation, by the Contractor's forces, subcontractors, suppliers, or fabricators.

The Plan shall be prepared by the Contractor and submitted to the Engineer for review before the actual start of work on the Project. Within ten (10) calendar days of receipt, the Engineer will determine whether or not the Plan meets the requirements of this Specification. If the Plan does not meet the requirements of this Specification, it will be returned for revision. Work on the Project may not proceed until the Engineer has accepted the Plan. Nothing herein shall be construed, however, to relieve the Contractor from responsibility for the prosecution of the Project.

The Plan shall conform to the following general format:

1. General Introduction.

- a. Description.** The general introduction of the Plan shall include a statement by the Contractor describing its commitment to maintain a safe work environment for its employees, Department representatives, and the public. Implementation procedures and company policies relative to safety shall be summarized or referenced in the Plan.
 - i. The Plan shall include the names, addresses, and telephone numbers of the Contractor's Project Manager, Project superintendent and/or its designee for safety oversight, all competent persons, and the traffic control coordinator. Any changes to the safety management and oversight for the Project shall be promptly communicated to all concerned.
 - ii. The Plan shall provide guidelines for protecting all personnel from hazards associated with Project operations and activities.
 - iii. The Plan shall establish the policies and procedures that are necessary for the Project to be in compliance with the requirements of OSHA and other State and

Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the work is in progress.

b. Responsibility, Identification of Personnel, and Certifications. The Contractor is solely responsible for creating, implementing, and monitoring the Plan.

- i. The Contractor shall identify and designate on-site supervisory level personnel who shall be responsible for implementing and monitoring the Plan at all times throughout the duration of the Project and shall have authority to take prompt corrective measures to eliminate hazards including the ability to stop work activities.
- ii. Documentation of training provided to the on-site supervisory level personnel shall be included as part of the Plan.
- iii. For any work activities wherein the Contractor has identified a competent person as defined by OSHA, that person shall be capable of identifying existing and predictable hazards and have the authority to take prompt corrective measures to eliminate the hazards, including the ability to stop work activities.
- iv. Documentation of the qualifications of such competent persons identified, including any certifications received, shall be included as part of the Plan.
- v. The Contractor shall further identify the qualified safety professional responsible for developing the Plan and shall provide that person's qualifications for developing the Plan which shall include, but not be limited to, education, training, certifications, and experience in developing this type of Plan.
- vi. The Plan shall contain a certification executed by the qualified safety professional that developed the Plan, stating that the Plan complies with OSHA and other applicable State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the work is in progress.

2. Elements of the Plan. The Plan shall address, but not be limited to, the following elements:

a. Management Safety Policy and Implementation Statement.

- i. The Plan shall describe in detail the means by which the Contractor shall implement and monitor the Plan. Implementation and monitoring shall also mean that the Plan shall be a document with provision for change to update the Plan with new information on a yearly basis at a minimum and shall include new practices or procedures, changing site and environmental conditions, or other situations that could adversely affect site personnel. The Plan shall provide guidelines for protecting all personnel from hazards associated with Project operations and activities.

b. Emergency Telephone Numbers.

c. Personnel Responsibilities.

- i. Management responsibilities
- ii. Responsibilities of Supervisor(s)
- iii. Site safety officer(s) responsibilities
- iv. Employee responsibilities
- v. Competent person(s) as defined by OSHA responsibilities

d. Training.

- i. Regulatory
- ii. Documentation
- iii. Site hazard assessment -Daily employee awareness of site operations

e. Safety Rules.

- i. General safety rules
- ii. Personal protective equipment
- iii. Housekeeping

f. Safety Checklists.

- i. Project safety-planning checklist
- ii. Emergency plans and procedures checklist
- iii. Documentation checklist
- iv. Protective materials and equipment checklist

g. Traffic Control Coordinator Inspections.

- i. Responsible person
- ii. Frequency
- iii. Documentation of actions taken

h. Record Keeping.

- i. OSHA 200 log

i. Reporting.

- i. Accident(s)
- ii. On site
- iii. Legal notice requirement
- iv. Public liability
- v. Property damage
- vi. Department of Labor
- vii. Hazard Communications

j. Additional Procedures for Project Specific Situations as Applicable.

- i. Compressed gas cylinders
- ii. Confined spaces
- iii. Cranes
- iv. Crystalline silica (stone, masonry, concrete, and brick dust)
- v. Electrical
- vi. Equipment operators
- vii. Fall protection
- viii. Hand and power tools
- ix. Hearing conservation
- x. Highway safety
- xi. Lead health and safety plan
- xii. Lock out/tag out
- xiii. Materials handling, storage, use, and disposal
- xiv. Areas of environmental concern
- xv. Night work
- xvi. Personal protective equipment

- xvii. Project entry and exit
- xviii. Respiratory protection
- xix. Sanitation
- xx. Signs, signals, and barricades
- xxi. Subcontractors
- xxii. Trenching

3. Appendix for Environmental Health and Safety Plan (HASP). If environmental hazards are identified in the Contract, an Environmental HASP shall be included in an appendix to the Plan, or in a separate document. References to any Environmental HASP shall be included within the Plan, where appropriate.

The Plan shall be kept on the site and shall apply and be available to all workers and all other authorized persons entering the work site. Copies of all updates to the Plan shall be promptly supplied to the Engineer.

If at any time during the Project the Engineer determines that the Contractor is not complying with the requirements of this provision or the updated Plan, the Contractor shall correct such deficiencies immediately. Failure to remediate such deficiencies may result in suspension of the Contractor's operations until the deficiencies have been corrected. Suspensions ordered due to safety deficiencies will not be considered compensable or excusable delays.

The Contractor is responsible for implementation of the Plan. Pursuant to Article 1.07.10, the Contractor shall indemnify, and save harmless the State from any and all liability related to the Plan in proportion to the extent that the Contractor is held liable for same by an arbiter of competent jurisdiction.

The Contractor shall allow onto the Project site any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials, without delay and without the presentation of an inspection warrant.

SECTION 9.21 — CONCRETE SIDEWALKS AND RAMPS

Section 9.21 is being deleted in its entirety and replaced with the following:

9.21.01 – Description

9.21.02 – Materials

9.21.03 – Construction Methods

9.21.04 – Method of Measurement

9.21.05 – Basis of Payment

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

9.21.02 – Materials: Materials for this work shall conform to the requirements of Article M.03.01 for Class "F" Concrete.

Gravel or reclaimed miscellaneous aggregate for base shall conform to Article M.02.01 for Granular Fill.

Detectable warning strips shall be a prefabricated detectable warning tile chosen from the Department's "Qualified Products List" for retrofit and/or cast-in-place applications.

9.21.03 – Construction Methods:

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

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

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

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

The base shall be wetted and rolled or tamped after the spreading of each layer. Required depth of gravel base shall be no less than 8-inches.

3. Forms: Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. If made of wood, they shall be of 2-inch surfaced plank except that at sharp curves thinner material may be used. If made of metal, they shall be of an approved section and have a flat surface on the top. Forms shall be of a depth equal to the depth of the sidewalk. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled or wetted before concrete is placed against them. Sheet metal templates 1/8-inch in thickness, of the full depth and width of the walk, shall be spaced at intervals of 12 feet, or as directed. If the concrete is placed in alternate sections, these templates shall remain in place until concrete has been placed on both side of the template. As soon as the concrete has obtained its initial set, the templates shall be removed.

4. Concrete: The concrete shall be proportioned, mixed, placed, etc., in accordance with the provisions of Section 6.01 for Class "F" Concrete. Concrete shall be cured in accordance with the provisions of Article 4.01.03 for Concrete Pavement. Placed concrete shall be no less than 5-inches thick.

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

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

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

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

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

1. Concrete Sidewalk or Sidewalk Ramp: This work will be measured by the actual number of square feet of completed and accepted concrete sidewalk or ramp.

2. Excavation: Excavation below or above the finished grade of the sidewalk or ramp, backfilling, and disposal of surplus material will not be measured for payment, but the cost shall be included in the price bid for the sidewalk or ramp.

3. Gravel or Reclaimed Miscellaneous Aggregate Base: This work will not be measured for payment, but the cost shall be considered as included in the price bid for the sidewalk or ramp.

4. Detectable Warning Strip: For new construction (cast-in-place), the detectable warning strip will be measured for payment by the actual number of each ramp where a detectable warning strip has been installed and accepted regardless of the number of tiles installed.

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

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

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

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

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

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

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Sidewalk	Square Foot
Concrete Sidewalk Ramp	Square Foot
Detectable Warning Strip	Each
Retrofit Detectable Warning Strip	Each

CT DOT FORM 818 ITEM #0921001A — CONCRETE SIDEWALKS AND RAMPS

Concrete sidewalk ramps shall be constructed in accordance with Section 9.21 – CONCRETE SIDEWALKS AND RAMPS of the most recent revision of Connecticut Department of Transportation Form 818, supplemented as follows:

Article 9.21.02 - Materials: Add the following:

"Topsoil" shall be in accordance with Sections 9.50 and M.13.01-1.

"Turf Establishment" shall be in accordance with Sections 9.50 and M 13.

Article 9.21.05 - Basis of Payment

The price per square foot will also include any saw cutting, repairing and patching of any roadway or driveway with bituminous concrete (Class 2); adjustment of valve boxes; resetting of signs; removal and disposal of signs; removal and disposal of underground electrical service and ground mounted fixtures; removal and disposal of metal pipe railing/fencing cut flush to the top of a retaining wall; and concrete curing box. It shall also include and costs necessary to comply with Section 1.08 Prosecution and Progress.

CT DOT FORM 818 ITEM #0971001 — MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 – Description is supplemented by the following:

The Contractor shall maintain and protect traffic as follows and as limited in the Special Provision entitled "Prosecution and Progress."

Commercial and Residential Driveways and Roads

The Contractor shall maintain access to and egress from all commercial, industrial and residential driveways and side streets throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

Article 9.71.03 – Construction Method is supplemented by the following:

Signing

The Contractor shall maintain all existing signs throughout the project limits for the duration of the project. The Contractor shall temporarily relocate existing signs and sign supports as many times as deemed necessary and install temporary sign supports and foundations if necessary and as directed by the Engineer. The Contractor shall store and protect the existing signs, sign posts and sign supports, taking care during the removal of existing signs, sign posts, and sign supports that are to be relocated so that they are not damaged. Any material that is damaged shall be replaced by the Contractor at his/her own expense. When all work is completed, the Contractor shall re-install the existing signs in their original locations or as directed by the Engineer.

Requirements for Winter

The Contractor shall schedule a meeting with the representatives of the Town of Putnam's Department of Public Works and Town Engineer to determine what interim traffic control measures the contractor must accomplish for the winter to provide safety to motorists and permit adequate snow removal procedures. This meeting shall be held prior to October 31st of each year and will include, but not be limited to, discussion of the status and schedule of the following items: pavement restoration and pavement markings and signing.

Article 9.71.05 – Basis of Payment is supplemented by the following:

Maintenance and Protection of Traffic will be paid for at the Contract lump sum price for "Maintenance and Protection of Traffic," which price shall include all materials, tools,

values for payment shall be submitted to the Department for review and comment prior to payment.

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance and Protection of Traffic	L.S.

CT DOT FORM 818 TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

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

TRAFFIC CONTROL PATTERNS

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

- Speed and volume of traffic.
- Duration of operation.
- Exposure to hazards.

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

Lane reduction tapers should be placed so that the entire length of the taper is installed on a tangent section of roadway and the entire taper area can be seen by the motorist.

All existing conflicting signs shall be removed, covered with an opaque material, or turned so that they are not legible to oncoming traffic prior to implementing a traffic control pattern. The existing signs shall be uncovered or reinstalled once the pattern is removed.

A buffer area should be provided during installation of a traffic control pattern and maintained for the duration of the work. The buffer area shall be free of any equipment, workers, materials, and parked vehicles.

Construction Traffic Control Plans, which can be found on Pages SS-28 thru SS-33 of these Supplemental Specifications, should be used for moving operations such as line striping, rumble strips, pothole patching, sidewalk construction, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns are not required for vehicles on an emergency patrol type activity or for a short duration stop of up to one hour, as long as the equipment is contained within the shoulder. Flashing lights, arrow boards, truck-mounted or trailer-mounted impact attenuators, and appropriate Trafficperson(s) shall be used when required.

In a situation not adequately covered by the Construction Traffic Control Plans, the Contractor shall contact the Engineer for assistance prior to setting up a traffic control pattern.

PLACEMENT OF SIGNS

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

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

The Construction Traffic Control Plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans.

The proper application of the Construction Traffic Control Plans and installation of traffic control devices is dependent upon actual field conditions.

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

Adjustments to the Construction Traffic Control Plans shall only be made at the direction of the Engineer.

Table 1 indicates the minimum taper lengths required for a lane closure based on the posted speed limit and lane width of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the Construction Traffic Control Plans cannot be achieved.

Table 1 – Minimum Taper Length

POSTED SPEED LIMIT (MPH)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE (FEET)	
	FREEWAYS	SECONDARY ROADS
30 OR LESS	180	165
35	245	225
40	320	295
45	540	495
50	600	550
55	660	605
65	780	715

1. WORK ZONE SAFETY MEETINGS

- 1.a) Prior to the commencement of work, a Work Zone Safety Meeting shall be conducted with representatives from DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the Project. DOT Traffic Engineering shall be invited to the Work Zone Safety Meeting. Other Work Zone Safety Meetings during the course of the Project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the Meeting to outline the anticipated traffic control issues during the construction of this Project. Any issues that can't be resolved at these Meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda shall include:
 - i. Review Project scope of work and time;
 - ii. Review Section 1.08, Prosecution and Progress;
 - iii. Review Section 9.70, Trafficpersons;
 - iv. Review Section 9.71, Maintenance and Protection of Traffic;
 - v. Review Contractor's schedule and method of operations;
 - vi. Review special concern areas: ramps, turning roadways, medians, lane drops, etc.;
 - vii. Open discussion of work zone questions and issues;
 - viii. Discussion of review and approval process for changes in Contract requirements as they relate to work zone areas.

2. GENERAL

- 2.a) Traffic control patterns shall only be installed if the required minimum number of signs, traffic cones, traffic drums, and other equipment (i.e. one Arrow Board for each lane closed, two Truck-Mounted or Trailer-Mounted Attenuators (TMAs), Changeable Message Sign, etc.) are on Site.
- 2.b) The Contractor shall have spare maintenance and protection of traffic equipment (TMAs, Arrow Board, Changeable Message Sign(s), construction signs, traffic cones, traffic drums, etc.) available at all times in case of mechanical failures, etc. Spare maintenance and protection of traffic equipment installed as a result of a sudden equipment breakdown shall be replaced by the Contractor within 24 hours.
- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel, and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for lost time.
- 2.d) In cases of differences of opinion between the Contractor and the Inspection staff, the Contractor shall follow the directions of the Engineer. The matter shall be brought to the

District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 3.a) Lane closures shall be installed beginning with the advance warning signs and proceeding forward toward the work area.
- 3.b) Lane closures shall be removed in the reverse order, beginning at the end of the work area, or traffic control pattern, and proceeding back toward the advance warning signs.
- 3.c) Stopping traffic may be allowed within the allowable hours stated in Section 1.08.04:
 - i. For those activities stated within the Contract.
 - ii. During paving, milling operations, or similar activities where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway so traffic does not travel across the longitudinal joint or difference in roadway elevation.
 - iii. To move slow moving equipment across live traffic lanes into the work area.
- 3.d) The Contractor shall adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.e) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging with or exiting from the mainline traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.f) Workers are prohibited from crossing the travel lanes on limited access roadways to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

4. IMPLEMENTATION OF ROLLING ROAD BLOCK (RRB)

- 4.a) Temporary road closures using a RRB may be allowed on limited access highways for operations associated with the installation and removal of temporary lane closures. RRB may be allowed for the installation and removal of lead signs and lane tapers only and shall meet the following requirements:
 - i. Refer to the Limitation of Operations Chart provided in Section 1.08.04 for the hours allowed for implementing a RRB operation. The Contractor shall only implement a RRB operation within the hours shown in the Chart.
 - ii. In areas with good sight lines and full shoulders, signs on the side of the road opposite the traffic pattern should be installed in a separate operation.

- iii. TMAs equipped with Arrow Boards shall be used to slow traffic to implement the RRB. State Police Officers in marked vehicles may be used to support the implementation of the RRB. The RRB shall start by having all vehicles, including TMAs and police vehicles, leave the shoulder or on-ramp and accelerate to normal roadway speeds in each lane. The vehicles will then position themselves side by side and decelerate to the RRB speed on the highway.
- iv. A Pre-Warning Vehicle, as specified elsewhere in the Contract, shall be used to advise the motorists that sign pattern installation or removal is underway.
- v. The RRB duration shall not exceed 15 minutes from the start of the traffic block until all lanes are opened as designated in the Limitation of Operations chart. If the RRB duration exceeds 15 minutes on 2 successive shifts, no further RRB will be allowed until the Contractor obtains approval for a revised installation procedure from the District.
- vi. RRB shall not be used to expand a lane closure pattern to an additional lane during the shift. The workers and equipment required to implement the additional lane closure should be staged from within the closed lane. TMAs (and State Police if available) shall be used to protect the workers installing the taper in the additional lane.
- vii. Exceptions to these work procedures may be submitted to the District Office for consideration. A minimum of 2 business days shall be allowed for review and comment by the District.
- viii. The Engineer and the Contractor will review and discuss the RRB procedures (including any revisions) in advance of the work. The implementation of the agreed upon plan will be reviewed with the State Police during the Work Zone Safety Meeting held before each shift involving temporary lane closures. If the State Police determine that alternative procedures should be implemented for traffic control during the work shift, the Department and Contractor will attempt to resolve any discrepancies with the duty sergeant at the Troop. If the discrepancies are unable to be resolved prior to the start of the shift, then the work will proceed as recommended by the Department. Any unresolved issues shall be addressed the following day.

5. USE OF ARROW BOARDS

- 5.a) On limited access roadways, one Arrow Board shall be used for each lane that is closed. The Arrow Board shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the Construction Traffic Control Plans. Additional Arrow Boards shall be deployed if sight distances are limited.
- 5.b) On non-limited access roadways, the use of an Arrow Board for lane closures is optional. The roadway geometry, sight distance, and traffic volume shall be considered in the decision to use the Arrow Board.
- 5.c) A vehicle displaying an arrow board shall be equipped with high-intensity rotating, flashing, oscillating, or strobe lights.

- 5.d) The flashing arrow mode shall be used for lane closure (merge) tapers.
- 5.e) The flashing arrow mode shall not be used for temporary alternating one-way traffic operations or to laterally shift lanes of traffic.
- 5.f) The flashing double arrow mode shall only be used for closing a center lane on a multilane roadway where adjacent left and right lanes remain open.
- 5.g) For shoulder work or roadside work near the shoulder, the Arrow Board shall be positioned in the shoulder and the flashing alternating diamond mode should be used.
- 5.h) The flashing alternating diamond caution mode should also be used when supplemental Arrow Boards are positioned in an already closed lane.

6. USE OF TRUCK-MOUNTED OR TRAILER-MOUNTED IMPACT ATTENUATORS (TMAS)

- 6.a) On limited access roadways, lane closures shall use a minimum of two TMAs to install and remove traffic control patterns. If two TMAs are not available, then the pattern shall not be installed.
- 6.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to utilize the TMAs.
- 6.c) On limited access roadways, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane to establish the advance and transition signing. The Arrow Board mounted on the TMA shall be in the arrow mode when taking the lane. The sign truck and workers shall be at sufficient distance ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Portable Changeable Message Signs, signs, Arrow Boards, and cones/drums are installed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when traveling in the closed lane.
- 6.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when in the closed lane.
- 6.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to Section 18.06. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the

specified distances. In these situations, the TMA(s) shall be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.

- 6.f) TMAs will be paid for in accordance with how the unit is used. If it is used as a TMA and is in the proper location as specified, then it will be paid for at the specified hourly rate for Truck-Mounted or Trailer-Mounted Impact Attenuator. When the TMA is used as an Arrow Board, it will be paid for at the daily rate for Arrow Board. If a TMA is used to install and remove a pattern and is also used as an Arrow Board in the same day, then the unit will be paid for as a Truck-Mounted or Trailer-Mounted Impact Attenuator for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove). If the TMA is also used as an Arrow Board during the same day, then the unit will only be paid for at the daily rate as an Arrow Board.

7. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 7.a) On limited-access highways, ramps, and turning roadways:
- i. Traffic drums shall be used for taper channelization.
 - ii. Traffic drums shall be used to delineate raised catch basins and other hazards.
 - iii. Traffic cones with a minimum height of 42 inches may be used in place of drums in the tangent section of a closed lane or shoulder.
 - iv. Traffic cones less than 42 inches in height shall not be used.
- 7.b) On all roadways:
- i. Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
 - ii. Traffic cones shall not be left unattended.
 - iii. Traffic cones with a minimum height of 42 inches shall be used when the posted speed limit is 45 MPH or above.
- 7.c) Typical spacing of traffic drums and/or cones shown on the Construction Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

8. USE OF BARRICADE WARNING LIGHTS

- 8.a) Barricade Warning Lights may be installed on channelizing devices when used in a merge taper. The Barricade Warning Lights shall flash in a sequential pattern when used in a merge taper. The successive flashing shall occur from the upstream end (beginning) of the merge taper to the downstream end (end) of the merge taper.
- 8.b) Type C Barricade Warning Lights may be used at night to delineate the edge of the travel way.

c) Type B Barricade Warning Lights shall be used on post-mounted advanced warning signs.

9. USE OF PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)

- 9.a) On limited access roadways, one PCMS shall be used in advance of the traffic control pattern for all lane closures. Prior to installing the pattern, the PCMS shall be installed and in operation, displaying the appropriate lane closure information. The PCMS shall be positioned $\frac{1}{2}$ to 1 mile ahead of the start of the lane closure taper. If the distance to the nearest exit ramp is greater than the specified $\frac{1}{2}$ to 1 mile distance, then an additional PCMS shall be positioned a sufficient distance ahead of the exit ramp (and before the previous on-ramp where practical) to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 9.b) On non-limited access roadways, the use of PCMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to use the PCMS.
- 9.c) PCMS should be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where a traffic barrier is not available to shield the PCMS, it should be placed off the shoulder and outside of the clear zone. If a PCMS has to be placed on the shoulder of the roadway or within the clear zone, it should be placed on the paved shoulder with a minimum of five traffic drums placed in a taper in front of it to delineate its position. The taper shall meet minimum distance requirements for a shoulder closure. The PCMS shall be protected if it is used for a continuous duration of 36 hours or more.
- 9.d) The PCMS shall be removed from the clear zone and have the display screen cleared and turned 90 degrees away from the roadway when the PCMS is no longer required.
- 9.e) The PCMS should not be used within 1,000 feet of an existing PCMS or Variable Message Sign (VMS).
- 9.f) A PCMS message shall:
 - i. consist of no more than two phases;
 - ii. contain no more than three lines of text per phase;
 - iii. have no more than eight characters per line, including spaces.
- 9.g) The PCMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs. The PCMS should not be used for generic messages (ex.: Road Work Ahead, Bump Ahead, Gravel Road, etc.) or for messages that need to be displayed for long periods of time, such as during stage construction. These types of messages should be displayed with construction signs. Special signs shall be coordinated with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.

- 9.h) Typical messages that are allowed on the PCMS are shown below. Approval must be received from the Office of Construction for any message(s) different than the typical messages shown in Figure 1.
- 9.i) All messages shall comply with the information provided in Tables 2 and 3.

	<u>Phase 1</u>	<u>Phase 2</u>	<u>Message No.</u>	<u>Phase 1</u>	<u>Phase 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	EXIT XX CLOSED	USE EXIT YY
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	EXIT XX CLOSED USE YY	FOLLOW DETOUR
5	RIGHT LANE CLOSED	MERGE LEFT	13	2 LANES SHIFT AHEAD	USE CAUTION
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	3 LANES SHIFT AHEAD	USE CAUTION
7	RIGHT LANE CLOSED	REDUCE SPEED			
8	2 RIGHT LANES CLOSED	REDUCE SPEED			

Figure 1: Typical PCMS Messages

Table 2: Acceptable Abbreviations

Word Message	Standard Abbreviation	Word Message	Standard Abbreviation
Access	ACCS	Minimum	MIN
Afternoon / Evening	PM	Minor	MNR
Ahead	AHD	Minute(s)	MIN
Alternate	ALT	Monday	MON
Avenue	AVE, AV	Morning / Late Night	AM
Bicycle	BIKE	Mount	MT
Blocked	BLKD	Mountain	MTN
Boulevard	BLVD	National	NATL
Bridge	BR	Normal	NORM
CB Radio	CB	North	N
Center	CTR	Northbound	NBND
Center	CNTR	Oversized	OVRSZ
Chemical	CHEM	Parking	PKING
Circle	CIR	Parkway	PKWY
Compressed Natural Gas	CNG	Pavement	PVMT
Condition	COND	Pedestrian	PED
Congested	CONG	Place	PL
Construction	CONST	Pounds	LBS
Court	CT	Prepare	PREP
Crossing	XING	Quality	QLTY
Crossing (other than highway-rail)	XING	Right	RT
Downtown	DWNTN	Road	RD
Drive	DR	Roadwork	RDWK
East	E	Route	RT, RTE
Eastbound	EBND	Saint	ST
Electric Vehicle	EV	Saturday	SAT
Emergency	EMER	Service	SERV
Entrance, Enter	ENT	Shoulder	SHLDR
Exit	EX	Slippery	SLIP
Express	EXP	South	S
Expressway	EXPWY	Southbound	SBND
Feet	FT	Speed	SPD
Freeway	FRWY, FWY	State, county, or other non-US or non-Interstate numbered route	[Route Abbreviation determined by highway agency]**
Friday	FRI	Street	ST
Frontage	FRNTG	Sunday	SUN
Hazardous	HAZ	Telephone	PHONE
Hazardous Material	HAZMAT	Temporary	TEMP
High Occupancy Vehicle	HOV	Terrace	TER
Highway	HWY	Thruway	THWY
Highway-Rail Grade Crossing	RR XING	Thursday	THURS

Hospital	HOSP	Tons of Weight	T
Hour(s)	HR, HRS	Traffic	TRAF
Information	INFO	Trail	TR
International	INTL	Travelers	TRVLRS
Interstate	I-	Tuesday	TUES
Junction / Intersection	JCT	Turnpike	TPK
Lane	LN	Two-Way Intersection	2-WAY
Left	LFT	Two-Wheeled Vehicles	CYCLES
Liquid Propane Gas	LP-GAS	Upper	UPR
Local	LOC	US Numbered Route	US
Lower	LWR	Vehicle(s)	VEH, VEHS
Maintenance	MAINT	Warning	WARN
Major	MAJ	Wednesday	WED
Maximum	MAX	West	W
Mile(s)	MI	Westbound	WBND
Miles Per Hour	MPH		

** A space and no dash shall be placed between the abbreviation and the number of the route.

Table 3: Unacceptable Abbreviations

Unacceptable Abbreviation	Intended Word	Common Misinterpretation
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (Merge)
LT	Light (Traffic)	Left
PARK	Parking	Park
POLL	Pollution (Index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
WRNG	Warning	Wrong

10. USE OF PUTNAM POLICE OFFICERS

- 10.a) A minimum of one Putnam Police Officer may be used per critical sign pattern; however, a Putnam Police presence is not required. Shoulder closures and right lane closures can generally be implemented without the presence of a Putnam Police Officer. Left lane closures may also be implemented without Putnam Police presence in areas with only moderate traffic and wide, unobstructed medians. It may be desirable to have a Putnam Police presence, when available, under specific situations, such as nighttime lane closures; left lane closures with minimal width for setting up advance signs and staging; lane and shoulder closures on turning roadways/ramps or mainline where sight distance is minimal; and closures where extensive turning movements or traffic congestion regularly occur; however, they are not required.
- 10.b) If a Putnam Police presence is provided, once the pattern is in place, the Putnam Police Officer should be positioned in a non- hazardous location in advance of the pattern to provide advance warning to the motorist. If traffic backs up beyond the beginning of the pattern, then the Putnam Police Officer shall reposition so that they are located prior to the backup. The Putnam Police Officer should not be located immediately behind or within the roll ahead area of any TMA or within the work zone buffer area. The Putnam Police Officer shall not be positioned in such a way that the Putnam Police Officer obstructs any construction warning signs or PCMS from view of the motorist.
- 10.c) Other functions of the Putnam Police Officer(s) may include:
 - i. Assisting construction vehicles entering and exiting the work area.
 - ii. Enforcement of motor vehicle laws within the work area, if specifically requested by the Engineer.
- 10.d) Putnam Police Officers assigned to a work site shall take direction from the Engineer.

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED IN ADVANCE TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. TRAFFIC CONES AND PORTABLE CONSTRUCTION SIGNS SHALL NOT BE LEFT UNATTENDED.
5. ALL CONFLICTING SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 48 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT \leq 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION FROM SUNSET TO SUNRISE, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A PORTABLE CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF MILE TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
- 10 SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180'
35	245'
40	320'
45	540'
50	600'
55	660'
65	780'

CONSTRUCTION TRAFFIC CONTROL PLAN

NOTES

SCALE: NONE

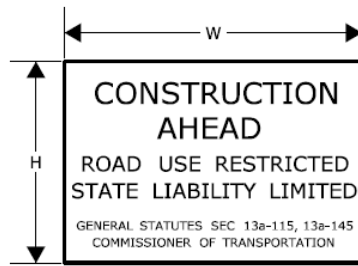
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

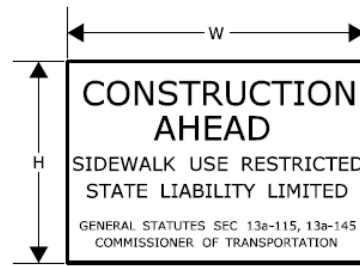
Tracy L. Fogarty
PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.
2019.09.13 08:47:47-0400

SERIES 16 SIGNS



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



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

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

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

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

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

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

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

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

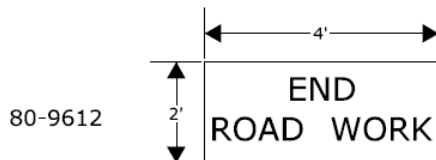
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

"END ROAD WORK" SIGN

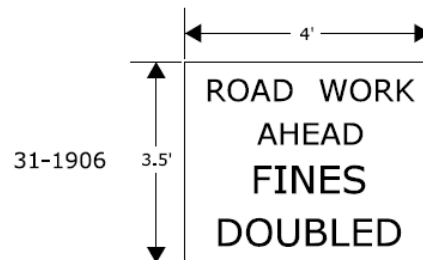
THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



80-9612



SCALE: NONE



31-1906

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

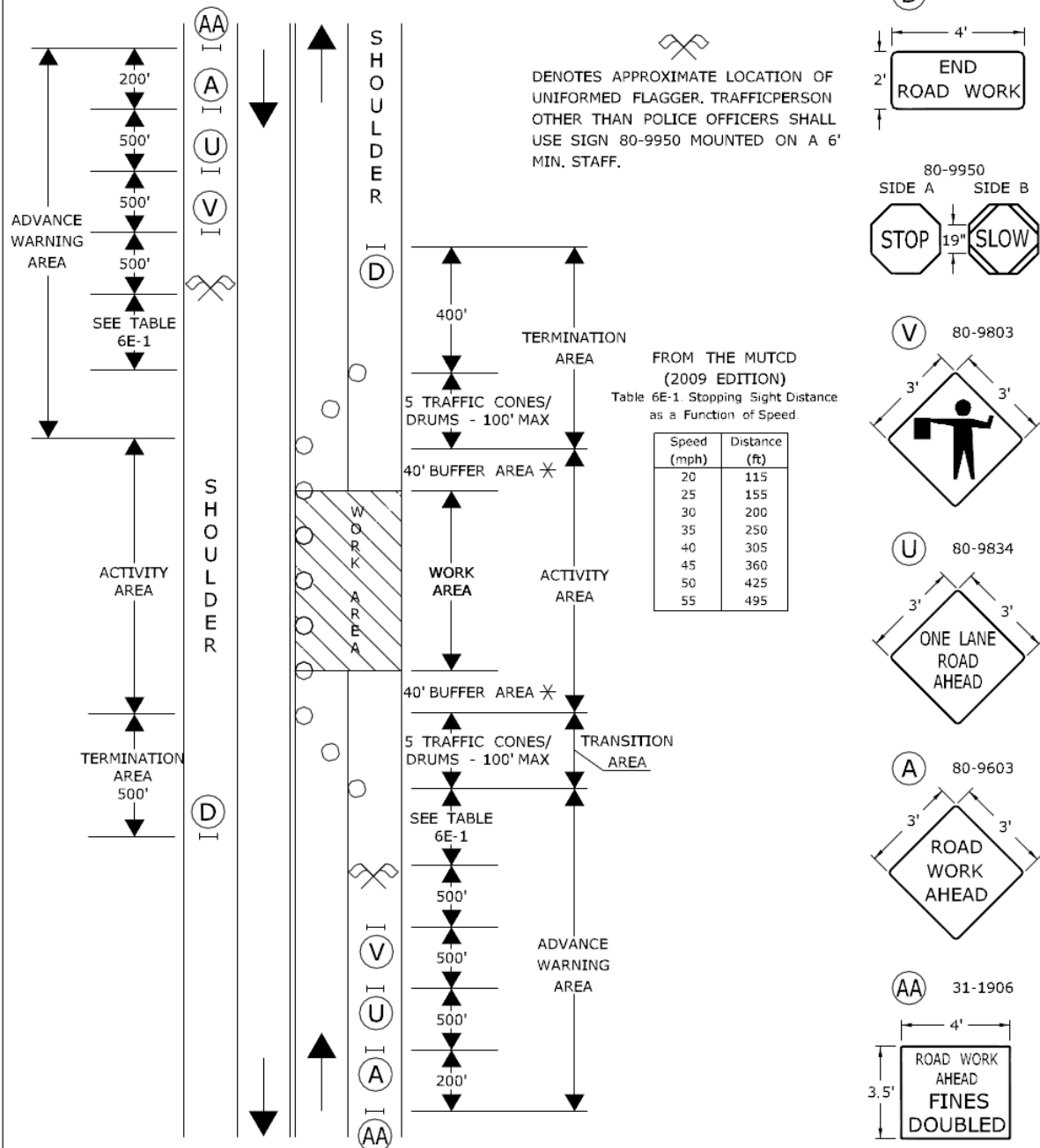
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

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

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

SIGN FACE
108 SQ. FT (MIN.)



- TRAFFIC CONE OR TRAFFIC DRUM
- ✕ OPTIONAL ✕ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:55:23-04'00"

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

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

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

A. TO STOP TRAFFIC

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



B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



○ TRAFFIC CONE **OR** TRAFFIC DRUM
✱ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

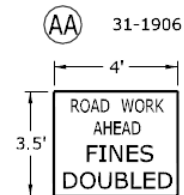
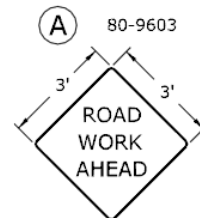
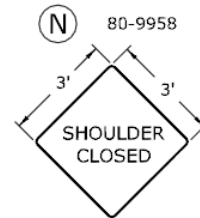
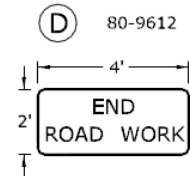
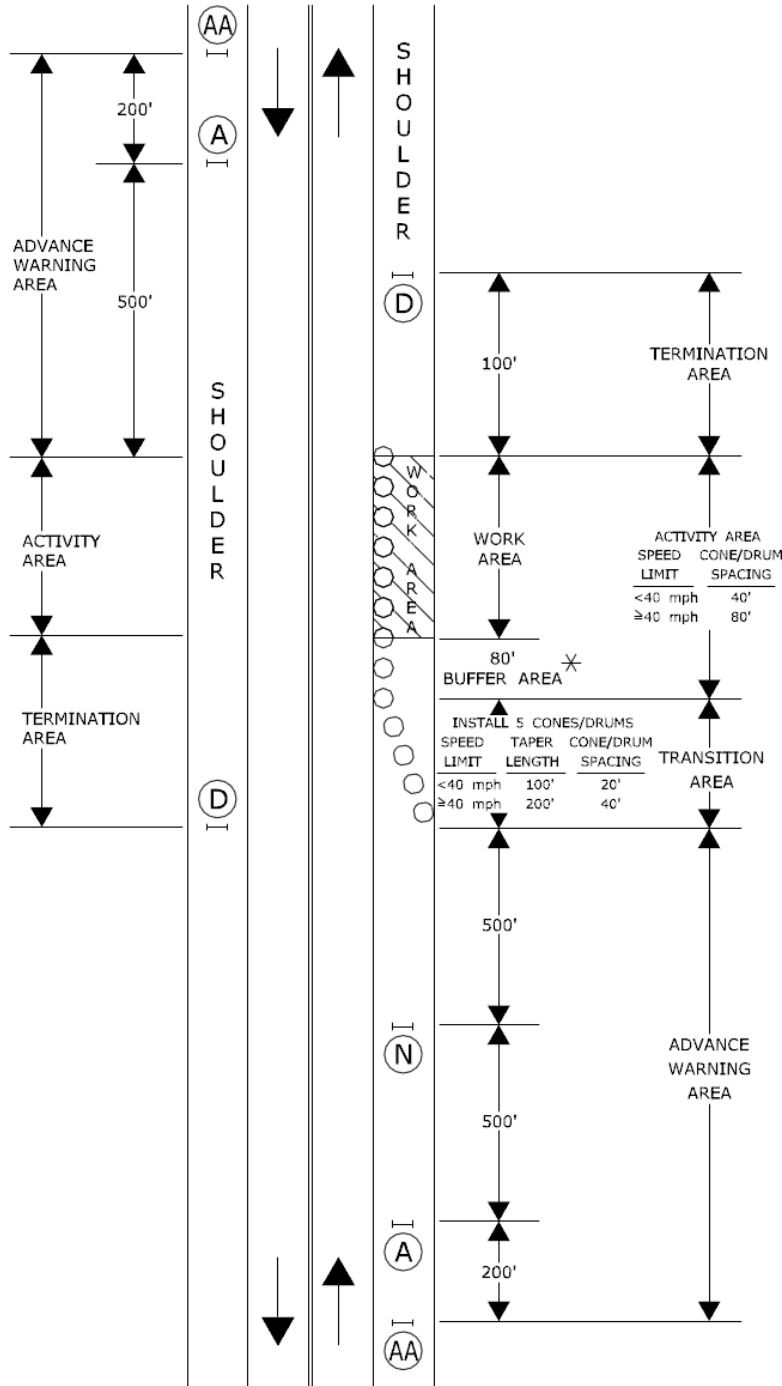
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:55:45-04'00'

WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN.)



- TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 14

SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

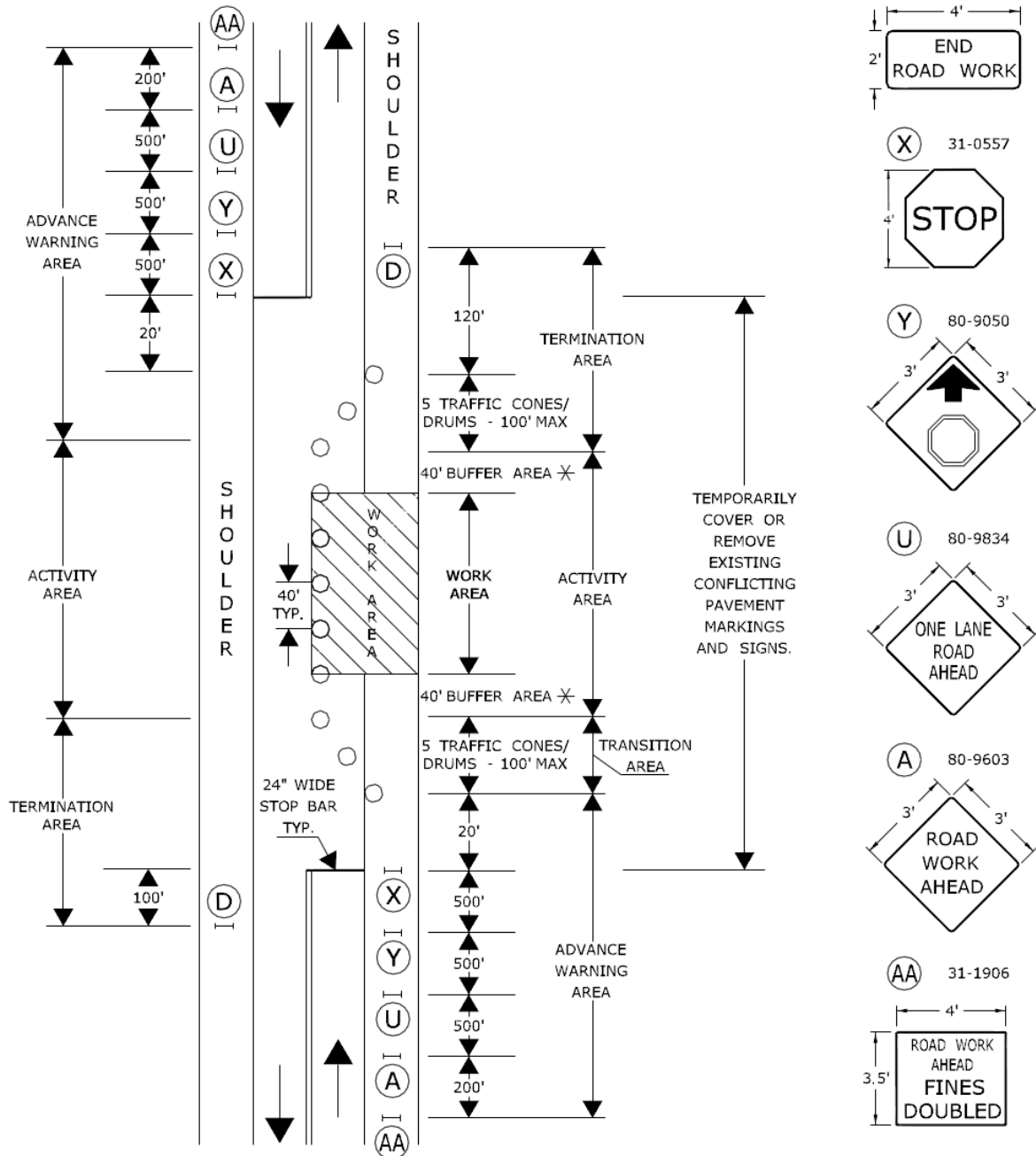
APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:56:09-04'00'

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

SIGN FACE
125 SQ. FT (MIN.)



- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ✕ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 18

SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:57:37-0400

APPENDICES

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Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

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

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g)
entered into *on or after July 1, 2009*)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document

- to the certified payroll required to be submitted to the contracting agency for such project on which such worker's name first appears;
- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
 - (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
 - (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
 - (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
 - (14) Any questions regarding this statute or the regulations may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

ANTICIPATED SOURCE OF MATERIAL

Project Number: LOTCIP L115-0002

Description: Route 12 Sidewalk Improvements

Date Submitted: _____

Town of Putnam, Connecticut

MATERIAL

SOURCE OF SUPPLY AND MAILING ADDRESS[illegible]

**CONTRACTOR'S PROPOSED PROGRESS CHART
HIGHWAY CONSTRUCTION BAR CHART**

Project Number: LOTCIP L115-0002

Description: Route 12 Sidewalk Improvements

Date Submitted: _____

Town of Putnam, Connecticut

Operation	Quantity		Duration								
Organization											
Remove Existing Sidewalks & Curbing											
Construct Concrete Sidewalks											
Traffic Items											
Miscellaneous and Cleanup											

Calendar Days

Equipment Expected to be used:

Total Calendar Days: _____

Signed By: _____

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

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

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

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

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed: _____
Written Signature:

Name Typed: *(Corporation Seal)*

Title: _____
(Title of Above Person, typed)

Dated: _____

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

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

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

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

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires: _____
(Notary Public) *(Seal)*

Form AU-964

Surety Bond and Release

Purpose: A registered nonresident prime or general contractor working in Connecticut, and a surety company licensed to do business in Connecticut, use **Form AU-964** to post a surety bond for a specific project over \$250,000 to ensure all taxes due to the State of Connecticut from the contract, including all subcontractors directly under the prime or general contractor, are paid to Department of Revenue Services (DRS). Read the instructions on the reverse before you complete this form. If you need assistance, call **860-541-7538**, Monday through Friday, during business hours.

Part I: Nonresident Prime or General Contractor Information		
Name		Connecticut Tax Registration No.
Address (Street or PO Box, City, State, and ZIP Code)		
Part II: Customer of Nonresident Prime or General Contractor (owner, lessee, or other person having authority to enter into a contract)		
Name		Address (Street or PO Box, City, State, and ZIP Code)
Part III: Surety Company Information		
Name	Bond No.	Bond Amount, 5% of Total Contract Price
Address (Street or PO Box, City, State, and ZIP Code)		
Part IV: Project Information <input type="checkbox"/> Check if this bond is for a change order.		
Physical Location of Project (Street, City or Town)		Name of Project
Commencement Date	Completion Date	Total Contract Price not to be less than \$250,000
<p>Conditions of the obligation for the project detailed above:</p> <ul style="list-style-type: none">• The nonresident prime or general contractor has entered into a contract related to real property at a Connecticut location for a contract price of \$250,000 or more.• The nonresident prime or general 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.• If the nonresident prime or general contractor pays all taxes, interest, and penalties within three years from the last day of the month succeeding the reporting period in which the contractor posted the bond, the bond expires; otherwise, the obligation remains in full force.• This bond jointly and severally binds the nonresident prime or general contractor and the surety company, their heirs, executors, administrators, successors, and assigns for payment of this obligation.		
Nonresident Prime or General Contractor Declaration: I, an authorized agent of the nonresident prime or general contractor, declare under the penalty of law that I have examined Form AU-964 and, to the best of my knowledge and belief, it is true, complete, and correct. I understand 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
Surety Company Declaration: I, an authorized agent of the surety company named above, declare under the penalty of law that I have examined this Form AU-964 and, to the best of my knowledge and belief, it is true, complete, and correct. I understand 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	Raised Seal:
Authorized Signature	Date	
~~ For DRS Use Only ~~		
Release by Authorized DRS Agent: I, an authorized agent of the DRS, have examined the tax liabilities covered by this Form AU-964 and am releasing the nonresident prime or general contractor named above and the surety named from this bond related to the project and timeframe described above. The DRS will retain the original copy of this form.		
Print Name	Title	Stamp:
Authorized Signature	Date	

Instructions

Part I: Enter the name and complete address of the nonresident prime or general contractor furnishing the bond. Include the nonresident prime or general contractor's Connecticut tax registration number.

Part II: Enter the name and complete address of the customer of the nonresident prime or general contractor.

Part III: Enter the name and complete address of the surety company that guarantees this bond. Include the bond number and bond amount, which must be 5% of the total contract price.

Part IV: Check the box if the bond is for a change order occurring after the bond for the initial contract was 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. Enter the date by which the nonresident prime or general 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 prime or general contractor under the contract. Indicate if this amount is an estimate. This amount cannot be for a contract less than \$250,000.

Declarations: An authorized representative for the nonresident prime or general contractor and the surety company **must** sign and date the declaration on Form AU-964. The name of the nonresident prime or general contractor and the surety company must be exactly as it appears on the bond. The raised corporate seal of the surety company must be affixed by its signature on Form AU-964.

Mail form to:

Department of Revenue Services
Public Services Unit
450 Columbus Blvd Ste 1
Hartford CT 06103-1837



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____ .
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20_____.

Commissioner of the Superior Court/ Notary Public

Commission Expiration Date



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of

_____, 20 _____, by the governing body of _____
Name of Entity

in accordance with all of its documents of governance and management and the laws of

_____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this _____ day of _____, 20 _____.

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of
Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the
awarding State agency.

Authorized Signatory

Title

Printed Name

Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Signature of Agency Head (or designee)

Date

Awarding State Agency

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

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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AFFIRMATIVE ACTION PROGRAM CERTIFICATION

City/Town of _____

Firm Name: _____

Address: _____

Project Description: _____

Bid Amount: _____

Date: _____

I, _____ 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 ____.

PROJECT SIGN REQUIREMENTS

SIGN PANEL: Signs should be made from suitable materials to perform effectively for a minimum of 3 years. Example of allowable materials include ¾" MDO-EXT-APA Plywood or 0.125-gauge sheet aluminum. The following types of materials shall not be used: mesh, non-rigid, roll-up, corrugated or waffle board types substrates, foam core and composite aluminum sign substrates.

Suitable attachments shall be provided so that the signs can be firmly attached to the sign supports without causing damage to the signs.

Signs may be painted or use non-reflective plastic sheeting. Paint shall be extremely durable, high quality, semi-gloss enamel resistant to air, sun and water. Non-reflective plastic sheeting shall be permanently adhered to the backing. The material shall withstand 3 years' vertical, south-facing exterior exposure.

COLORS: All letters and symbols shall be blue code #0000FF, rgb (0, 0, 255), pantone 294, or approved equal. Background shall be white code #FFFFFF, rgb (255, 255, 255), or approved equal. If plywood is used for the sign panel, the back of the panel shall be painted matte black.

TYPEFACE: Helvetica Medium

SIGN SUPPORT: Sign panels shall be attached to vertical sign support posts. All sign supports shall have breakaway features that meet AASHTO requirements contained in the current "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals". The breakaway features shall be structurally adequate to carry the sign panel at 60-mph wind loading. Installation shall be in accordance with the manufacturer's recommendations. A minimum 2-ft embedment depth below the ground line is required.

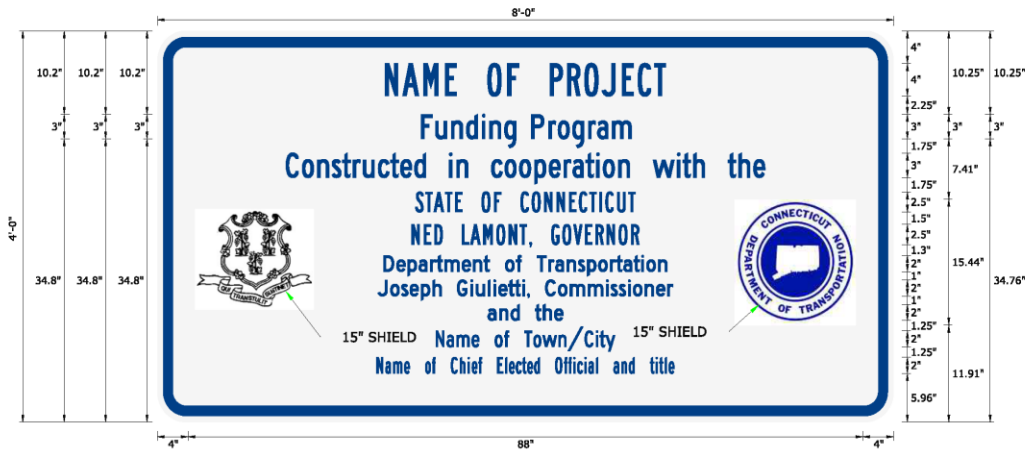
LOCATION: The signs SHALL be installed parallel to the travelway, so they are NOT easily viewable by drivers, as the signs are not MUTCD compliant and not intended to be roadway signs.

The lateral offset from the edge of road to the face of sign should be 6-12 feet. 12 feet is preferred where space is available for installation. When installed on a trail, the lateral offset should be 2 feet.

The bottom of the sign should be mounted 7 feet above the edge of road.

DURATION: The signs shall be erected for the life of the construction project. This means that they should be erected only after Notice to Proceed has been given to the contractor and should be removed with all other construction related signs at the end of the project considered to be the point that acceptance of the construction work is given.

PROJECT SIGN REQUIREMENT



Modify the following lines in the sign example above by inserting the following in their place:

NAME OF PROJECT: **Route 12 Sidewalk Improvements**

FUNDING PROGRAM: **Local Transportation Capital Improvement Program**

NAME OF TOWN/CITY: **Town of Putnam**

NAME OF CEO AND TITLE: **Norman Seney, Mayor**

Lettering shall be identical to the type face and font size as shown in the sign sample image above. Note: the size of the State Seals is 15".