

TOWN OF CANTON



INVITATION FOR BID

**Canton Village Road Safety Improvement Project
Canton, Connecticut**

BIDS WILL BE RECEIVED in the Office of the Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street Collinsville, CT until 2:00 pm local time on Thursday, August 20, 2020, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall.

Notice

Town of Canton, CT
Invitation For Bid for Canton Village Road Safety Improvement
Project

The Town of Canton, Connecticut is seeking a qualified company to provide construction services for the Canton Village Road Safety Improvement Project .

Proposals will be received in the Town of Canton CAO's office no later than 2:00 pm, EST on Thursday, August 20, 2020 at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. The Town of Canton will reject bids received after that date and time. The Invitation For Bid may be obtained at the Town's website, www.townofcantonct.org under "Request for Proposals."

Contractors that are interested in being considered for this project shall submit one original proposal and 2 copies to:

Robert Skinner
Reference "Canton Village Road Safety Improvement Project"
Chief Administrative Officer
Town of Canton
4 Market Street
PO Box 168
Collinsville, CT 06022-0168

The Town of Canton is an Equal Opportunity – Affirmative Action Employer.

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**TOWN OF CANTON, CONNECTICUT
INSTRUCTIONS TO BIDDERS**

INTRODUCTION

The Town of Canton (the "Town") is soliciting an invitation for bid for the Canton Village Road Safety Improvement Project . This invitation is not a contract offer.

The scope of this project is described more particularly in the Invitation for Bid and the bid proposal that is a part of this bid package.

The location [Dowd Avenue and Commerce Drive, Canton], general characteristics and principal details of the work are indicated in this invitation for bid and other references noted on this document.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package. Bidders may not contact any Town employee or official concerning this Invitation other than the Town's Project Administrator as set forth in the attached documents. A bidder's failure to comply with this requirement may result in disqualification. The Town will return unopened any bid received after the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

KEY DATES

Invitation to Bid issued: July 30, 2020
Site Walk: August 10, 2020 @ 10:00 am
Bid Opening: August 20, 2020 @ 2:00 pm

.....
SCHEDULING THE WORK

Work under this contract shall reach substantial completion within sixty (60) calendar days [unless otherwise modified or authorized by the Town/Project Administrator] from the day the contractor starts work, which date shall not be more than ten (10) calendar days from the date of written notice to begin work, unless such notice specifically instructs the contractor to begin work at a later date.

Calendar days in this contract shall mean each consecutive day including Saturdays, Sundays and legal holidays. The calendar days between November 15 and April 15 will be considered as "winter shutdown" and will not be included in computing the substantial or final completion dates.

No extensions of time will be allowed for adverse weather conditions unless the number of days of inclement Weather is substantially greater or conditions more severe than the average for the calendar period as recorded by a recognized weather observation agency and the contractor provides documentation at the end of each calendar month identifying these weather delays. Work on this project shall not be performed on Saturdays, Sundays or legal holidays except by written consent and direction of the owner.

Work shall proceed in an orderly fashion to minimize inconvenience to the abutting property owners. All contract work, including punch list items, shall reach final completion within ten (10) calendar days from the date of substantial completion.

CONTINGENCIES

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or

The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract's terms and conditions.

OBTAINING BID PACKAGE

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the “Invitation” – may be obtained at the Town's website, www.townofcantonct.org under “Request for Proposals.”

BID SUBMISSION INSTRUCTIONS

Bids must be in the Town office identified above prior to the date and time the first bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do NOT satisfy this condition. The Town will NOT accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for sixty (60) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original bid and two (2) copies must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening date. The bidder should also complete the following forms and submit as part of the bid submission:

Disclosures

Legal Status

Bid Security

Non-Collusion Affidavit

Bidder Qualifications

The Town will reject, and not accept, bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, tools, transportation, and incidentals thereto necessary to perform the work in accordance with the Contract Plans and Specifications and First Class Work of the type being bid. The person signing the bid must initial errors, alterations or corrections on both the original bid and all required copies. Ditto marks or words such as “SAME” shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the bid opening. Bids are considered valid

for sixty (60) calendar days after bid opening, to permit the Town the time to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel or modify their bid for a period of sixty (60) calendar days after the bid opening or the Bidder shall forfeit its Bid Security.

An authorized person representing the legal entity of the bidder must sign the bid.

UNIT PRICES AND LUMP SUM PRICES

The unit prices for each of the several items in the bid shall include the prorated share of overhead and profit so that multiplying the quantity shown for each item by the unit price bid represents the total bid for that item. The town may reject any bid not conforming to this requirement. Bidders should note this provision because, if conditions make it necessary for the town to revise the quantities, no limit shall be fixed for such increased or decreased quantities, nor extra compensation allowed.

Lump sum prices for each of the several items in the bid shall include its prorated share of overhead, profit, and all costs associated with that item. The lump sum price represents the entire compensation that the town shall pay for all of the work associated with the item. The town retains the right, as best serves the town, to select all or part of the bid items as part of the award of this bid.

QUESTIONS

Questions concerning the bid process and procedures are to be in writing and directed only to:

Name: Glenn Cusano – Project Administrator

E-mail: gcusano@townofcantonct.org

Bidders may not contact any other Town employee or official concerning this Invitation. A bidder's failure to comply with this requirement may result in disqualification.

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation; it should notify the Town as soon as possible but not less than five (5) business days before the date of the bid opening. The bidder must direct that inquiry to: Glenn Cusano, email address: gcusano@townofcantonct.org. No oral statement of the Town shall be effective or binding to modify any of the provisions of this Invitation.

However, the Town will not make any oral interpretations to any bidder as to the meaning of any bid documents or portions thereof, and no bidder shall rely on any alleged oral interpretation. A bidder shall request an interpretation in writing to Glenn Cusano, email address: gcusano@townofcantonct.org.

ADDENDUM/ADDENDA

At least five (5) calendar days prior to the bid opening, **the Town will post a copy of any and all addendum or addenda on the Town's website, www.townofcantonct.org, under "Request for Proposals."** Said addendum or addenda; which shall be a part of this Invitation/Bid and the resulting Contract; containing all questions received as provided for above and decisions regarding same. Each bidder is responsible for checking the website to determine if the Town has issued an addendum or addenda and, if so, to complete its bid in accordance with the Invitation as modified by the addendum/addenda.

COSTS FOR PREPARING BID

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

OWNERSHIP OF BIDS

All bids submitted become property of the Town.

FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

REQUIRED DISCLOSURES AND BIDDER'S QUALIFICATIONS

In its bid each bidder must:

- State its inability to meet any specified requirement of the Invitation;
- Make a complete disclosure of all resolved and pending mediation, arbitration and litigation matters in which the bidder or its principals (regardless of their place of employment) have been involved for the most recent five (5) years;
- Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) conviction, guilty plea, nolo contendere plea, finding of civil liability or criminal responsibility in any civil action or for any criminal offense, except motor vehicle infractions; and
- Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) finding of a violation of any state or local ethics standards or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

A bidder's acceptability based on these disclosures and any investigation the Town deems necessary to determine a bidder's ability to perform the work described in this Invitation shall lie solely with the Town.

CONFLICT OF INTEREST

By submitting a bid, a bidder certifies that it has no conflict of interest as defined in the Town's Ordinance # 230 concerning ethics. The Town shall review all bids under this provision and may reject any bid where, in the Town's opinion, the bidder could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the bidder were to become a party to the Contract.

DEBARRED CONTRACTORS

The Town will reject any bid from a bidder that is on a debarred contractor list of the United States and/or the State of Connecticut.

LEGAL STATUS

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

BID SECURITY

No bid security required.

PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the location of and the routes to be used during the work described in this Invitation and thoroughly familiarize itself with all actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued. The successful bidder will be provided the Town of Canton's Federal Tax Exempt #. Bidders shall avail themselves of these exemptions.

INSURANCE

The successful bidder shall, at its own expense and cost; obtain and keep in force during the entire duration of the work and during the completed operations period that is the subject of this Invitation; the insurance coverage set forth in Article 67 of the General Conditions of these Contract Documents.

AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance satisfactory to the Town, and other criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

SUPPLIER DIVERSITY (SET-ASIDE-GOALS)

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

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 CONN. GEN. STAT. § 4a-60g, as amended (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=390928&opmNav_GID=1806

NONDISCRIMINATION CERTIFICATION – Affidavit By Entity

For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under the 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-60a, as amended.

COLLUSION

Each bidder shall complete the Non Collusion Affidavit that is a part of this Invitation. Any act(s) of misrepresentation or collusion in connection with a bid may be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

ADVERTISING

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town's prior written approval. If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town's permission to the successful bidder to do so is **not** a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder or its work.

W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before commencing work.

PAYMENTS

Payments will be made within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.

TOWN INSPECTION OF WORK

The Town may inspect the successful bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent, latent, or other defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

REJECTED WORK OR MATERIALS

The successful bidder, at its sole cost and expense, shall remove from the Town's premises rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present. If the contractor fails to remove rejected work in a timely manner, the Town may arrange to have such rejected work removed and deduct associated costs from payments due to the contractor.

MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

REPRESENTATION OF TOWN

In performing the work described in the Invitation, the successful bidder, its agents and employees shall act in an independent capacity and shall not act as officers, employees or agents of the Town.

SUBCONTRACTING

The successful bidder agrees not to enter into any subcontracting agreement for any or all of the work described in the Invitation without obtaining the Town's prior written consent. All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any subcontractors. The contractor shall not award more than 49% of the contract value to anyone subcontractor.

COMPLIANCE WITH LAW

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation and these specifications. The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation. By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America. The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be authorized to work under the law or in the event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain I-9s. The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorneys' fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

LICENSES AND PERMITS

The successful bidder shall, for the term of the Contract, have and provide proof of all permits and licenses required by the Town and/or any other state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such license or permit.

SECURITY: PERFORMANCE, AND PAYMENT

At the time of Contract execution, the successful bidder shall file with the Town security in an amount not less than one hundred percent (100%) of the total bid for, which security shall be for both the satisfactory performance of the work including all labor and materials. Such security shall be in the form of either surety bond(s) or the successful bidder's certified check. The surety bond(s) shall be prepared in the form of the Performance Bond, and the Labor and Material Payment Bond, made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the

State of Connecticut and listed by the US Department of the Treasury in Circular No. 570. The Town may accept a certified check in lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of such security shall be grounds for the Town to reject the bid.

The successful bidder shall provide the Town with such security prior to the start of each Contract year in an amount the Town estimates for the work anticipated for that Contract year. Failure to provide such security shall be grounds to terminate the Contract.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

END OF INSTRUCTIONS TO BIDDERS

WAGE AND PAYROLL

REQUIREMENTS

PREVAILING WAGE LAWS IN CONNECTICUT

Conn. Gen. Stat. Section 31-53(g) provides monetary thresholds which must be met before the law is applicable. The prevailing wage law does not apply where the *total cost of all work to be performed by all contractors and subcontractors* in connection with new construction of a public works project is less than four hundred thousand (\$400,000) dollars. The prevailing wages law does not apply where the *total cost of all work to be performed by all contractors and subcontractors* in connection with remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project under one hundred thousand (\$100,000) dollars.

CONTRACTOR/BIDDER'S RESPONSIBILITY REGARDING PREVAILING WAGE LAW:

If the Contractor's/Bidder's total contract bid price for all work included under this contract, as listed in the submitted Bid Proposal, is equal to or greater than the limits listed above as applicable under said law; then the Contractor's/Bidder's unit prices and lump sum prices submitted herein and the resulting total contract bid price submitted herein should be based on the applicable Prevailing State Wage Rates; and it will further be the Contractor's/Bidder's responsibility to obtain the current applicable Prevailing Wage Rates from the State of Connecticut – Department of Labor and meet all requirements therein of the Law and the State of Connecticut.

AGREEMENT

This Agreement (the "Agreement") is entered into the _____ day of _____ 2020 by and between the Town of Canton, a political subdivision of the State of Connecticut (the "Owner") and _____ (the "Contractor").

WHEREAS, the Owner has issued an Invitation for Bids for Canton Village Road Safety Improvements, Canton, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted a proposal to the Owner on August xx, 2020, for the Work; and

WHEREAS, the Owner and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents (as set forth below). The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, tools, facilities, supplies, transport, and any other things necessary to carry out the Work in a first-class manner for work of this type.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town of Canton, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Energy and Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances, regulations and applicable permits governing the Work whether or not such laws and regulations are fully and properly included as part of this Agreement.
5. Schedule. The Work under this Contract will be given to the Contractor using Work Orders. The Work shall be completed within the number of calendar days required to complete each assigned Work Order as agreed to prior to the issuance of the Work Order. The Contractor shall commence with the Work of any assigned Work Order within ten days after receipt of signed [by the Town] Work Order. The rate of progress shall be such that the work shall be performed and completed in accordance with the contract before the expiration of the time limit stipulated, which time is of the essence of the Agreement. Failure by the Contractor to complete the Work of any Work Order as agreed to by both parties may be grounds for terminating this Contract.

6. Payment. The Owner will pay the Contractor in accordance with the Contract Documents and agreed upon unit prices for Work in place. Payment will be made by the Owner monthly within 30 days after the approval of the Contractor's Application for Payment as provided in the Contract Documents less retainage of five percent (5%).

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement completed operations period all insurance as more specifically described in the Contract Documents by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance and endorsements or insurance policies specifying such coverage and naming the Town and its officers, agents, employees and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

1) Worker's Compensation Insurance:
Statutory Coverage

Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage

Each Occurrence \$1,000,000

Aggregate \$2,000,000

3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

4) Umbrella

Each Occurrence \$5,000,000

Aggregate Limit \$5,000,000

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insured for claims caused in

whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverage's) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverage's) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non-payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

8. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement
- (ii) The Owner's Invitation for Bid and Instructions to Bidders
- (iii) Drawings – if included as part of the bid documents
- (iv) The Contractor Bid Proposal
- (v) Specifications and/or Special Provisions
- (vi) General Conditions and documents referenced therein
- (vii) Any modifications issued after the execution of this Agreement.

9. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Owner. Any assignment or attempted assignment without the Owner's written consent shall not relieve the Contractor of its obligations under this Agreement and such assignment shall be null and void and have no legal effect.

10. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Owner's place of business. The Contractor agrees to hold harmless and indemnify the Owner in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the

Contractor. The Contractor agrees to indemnify, defend and hold the Owner harmless against any claims brought against the Contractor or the Owner as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

11. Compliance with Laws. The Contractor shall perform the Work in compliance with any and all applicable local, state and federal laws or regulations. The Contractor agrees to indemnify, defend and save harmless the Owner and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the Contractor's failure to perform the Work in accordance with all applicable laws and regulations. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

12. Execution. This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF CANTON

Witness:

By _____
Robert Skinner
Chief Administrative Officer

Date: _____, 2020

Witness:

By _____
Contractor

Date: _____, 2020

PERFORMANCE BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereafter called Principal, and _____, as Surety, hereinafter called Surety are held and firmly bound unto the Town of Canton as Oblige, hereinafter called Owner, in the amount of _____ and _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal has by written Agreement dated _____ entered into a Contract with the Owner for:

“Canton Village Road Safety Improvements”

Which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The Surety hereby waives notice of any alterations or extensions of time made by the Owner.

WHEREAS, Principal shall be, and declared by the Owner to be in default under the Contract, the Owner having performed the Owner’s obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner of the lowest qualified responsible Bidder, arrange for a Contract between the Bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion of the Contract.

Any suit brought under this Bond must be instituted before the expiration of three (3) years from the date on which final payment under this Contract is rendered.

This Bond is issued simultaneously with another Bond in favor of the Town of Canton conditioned for full payment of Labor and Materials.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____, 20_____.

(Seal of Principal)

(Principal)

In the Presence of:

(Witness)

By: _____

(Witness)

(Seal of Surety)

(Surety)

(Witness)

By: _____

(Witness)

(Power of Attorney for person signing for Surety Company must be attached to the Bond)

**LABOR AND MATERIAL
PAYMENT BOND**

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereafter called Principal, and _____, as Surety, hereinafter called Surety are held and firmly bound unto the Town of Canton as Oblige, hereinafter called Owner, in the amount of _____ and ____ Dollars (\$_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal has by written Agreement dated _____ entered into a Contract with the Owner for:

“Canton Village Road Safety Improvements”

Which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

This Bond is issued simultaneously with another Bond in favor of the Town of Canton conditioned for the full and faithful performance of the Contract.

The Surety hereby waives notice of any alterations or extensions of time made by the Owner.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay for all labor and materials furnished by himself or his subcontractors for use in the prosecution of the Work, and used therein, then, this obligation to be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Sections 49-41, 49-42, and 49-43 of the Connecticut General Statutes, and the rights and liabilities hereunder shall be determined and limited by said Sections to the same extent as if they were copied at length herein.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____, 20_____.

(Seal of Principal)

(Principal)

In the Presence of:

(Witness) By: _____

(Witness)

(Seal of Surety) _____
(Surety)

(Witness) By: _____

(Witness)

(Power of Attorney for person signing for Surety Company must be attached to the Bond)

**TOWN OF CANTON, CONNECTICUT
GENERAL CONDITIONS**

Article 1: Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings which shall be applicable to both the singular and plural thereof:

- (a) **Agreement or Contract:** The written agreement between the Owner and the Contractor covering the Work to be performed. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- (b) **Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- (c) **Bidder:** Any person, firm or corporation submitting a Bid for the Work.
- (d) **Bonds:** Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- (e) **Change Order:** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- (f) **Contract Documents:** The Instructions to Bidders, General Conditions,, the Agreement, Specifications, Drawings, Addenda (whether issued prior to opening of Bids or execution of the Agreement), Modifications once executed or issued after the execution of the Contract, and such other information as may be included with the Contract Documents.
- (g) **Contract Price:** The total monies payable to the Contractor under the Contract Documents for the Work.
- (h) **Contract Time:** The number of calendar days or the milestone dates set forth in the Contract Documents to complete the Work so that the Work is ready for its intended use as determined by the Owner and Engineer.
- (i) **Contractor:** The person, firm or corporation with whom the Owner has executed the Agreement.
- (j) **Drawings:** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams which have been prepared or approved by the Engineer.
- (k) **Engineer:** Wherever in the Contract Documents the word "Engineer" is used, it shall be understood as referring to the Project Administrator acting personally or through his authorized assistants or an independent engineer engaged by the Owner.
- (l) **Inspector:** The authorized representative of the Engineer or Owner who is assigned to the Project or any parts thereof.

(m) **Modification:** (a) a written amendment of the Contract Document signed by both parties; (b) a Change Order; (c) a written clarification of interpretation issued by the Engineer or (d) a written order for a minor change or alteration in the Work issued by the Engineer. A Modification may only be issued after execution of the Agreement and must be in writing.

(n) **Owner:** Town of Canton acting through its First Selectman or the Chief Administrative Officer or their Agent(s).

(o) **Project:** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

(p) **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

(q) **Specifications:** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

(r) **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 for the Project.

(s) **Engineer:** George Wallace, P.E., Consulting Engineer Town of Canton, 4 Market Street, P.O. Box 168, Collinsville, CT 06022.

(t) **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

Article 2: Progress and Submission Schedules,; Preconstruction Conference; Time of Starting the Work

(a) Within ten days after execution of the Agreement, the Contractor shall submit to the Owner and Engineer for approval, a critical path method schedule indicating the starting and completion dates of the various portions of the Work. Such schedule shall be updated monthly and is a condition to the Owner's obligation to pay the Contractor. The schedule shall identify and indicate the submission of all required shop drawings and product data required by the Contract Documents and indicate the time allowed by the Contract Documents for approval or disapproval of same by Engineer. The Contractor acknowledges that the Owner owns any float indicated in the Contractor's schedule.

(b) Before starting the Work, a conference shall be held to review the above schedules, to establish procedures for handling submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Work.

(c) Within ten (10) calendar days after Notice of Award and prior to executing the Agreement the Contractor shall furnish the Owner and Engineer acceptable Certificates of Insurance, endorsements or insurance policies as required by the Contract Documents.

(d) The Contractor shall start the Work on the date on which the Agreement is executed and delivered, or on such other date, as may be specified in the Agreement. However, at the time of the execution and delivery of the Agreement the Owner may give the Contractor a written Work Order to proceed, stating a different date on which it is expected that the Contractor shall start the Work.

(e) The Contract Time shall commence to run on the date when the Work is to start as provided in the above paragraph.

Article 3: Correlation, Interpretation and Intent of Contract Documents

(a) It is the intent of the Contract Documents to describe the entire Work to be performed by the Contractor in accordance with the Drawings, Specifications, and other parts of the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

(b) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

(c) Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. . It shall be the Contractor's responsibility in subcontracting portions of the Work, to arrange or group items of Work under particular trades to conform with then-prevailing customs of the trade, and in accordance with applicable requirements of law. The Owner shall have no liability arising out of jurisdictional issues raised or claims advanced by Subcontractors, trade organizations or other interested parties based on the arrangement or subdivision of Work in the Contract Documents. In the event of any claim arising out of any duplication, conflict, inconsistency or discrepancy within the Contract Documents as to the allocation of the Work among the Subcontractors and Contractor's own forces, the Contractor shall be solely responsible for resolving the claim and shall be responsible for ensuring that all the Work is completed regardless of where it appears in the Contract Documents.

(d) Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

(e) The terms "knowledge," "recognize," "discover," and "observe," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor shall be interpreted to mean that which (1) the Contractor knows, recognizes, discovers and observes, and (2) the Contractor should, in exercising the care, skill, and diligence required by the Contract Documents, know, recognize, discover or observe, as the case may be. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a party familiar with the Project and exercising the care, skill, and diligence required by the Contract Documents (including any Work that the party should be able to reasonably anticipate or infer based on Contract Documents then existing).

(f) Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

(g) Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. The Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

(h) The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

(i) The Contractor shall conduct its inspection and review of the Contract Documents as provided herein well in advance of the Work or portion thereof as to afford the Engineer sufficient time to correct or otherwise supplement the Contract Documents in the event of an error, omission or inconsistency therein. The Contractor shall also allow sufficient time for the Contractor to assess the impact of such error, omission or inconsistency and for the Owner to evaluate same. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Engineer issues in response to the Contractor's notices or requests for information, the Contractor shall make Claims as provided in this Agreement. If the Contractor fails to perform the obligations of paragraphs (g) and (h), the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

(j) After reporting to the Engineer any error, inconsistency or omission the Contractor may discover in its review of the Contract Documents, the Contractor shall not proceed with any Work so affected without the Engineer's written modification to the Contract Documents unless otherwise directed in writing by the Owner. In the event that the Contractor proceeds with the Work so affected prior to the Engineer's written response or written direction from the Owner, then Contractor shall be responsible for the cost of remedial work in the event the Contractor's actions are inconsistent with the Engineer's written modification(s) to the Contract Documents or written direction from the Owner.

(k) In the event of a conflict or discrepancy in the Contract Documents, the greater quantity, higher quality, more expensive item, process, procedure or cost of Work shall control as reasonably determined by the Engineer.

Article 4: Copies of Documents and Record Documents

(a) The Owner shall furnish the Contractor up to five (5) copies of the Specifications and Drawings as are reasonably necessary for the execution of the Work. Additional copies shall be furnished, upon request, at the cost of reproduction.

(b) The Contractor shall keep three (3) record copies of all Specifications, Drawings, Addenda, Modifications and Shop Drawings in good order and annotated to show all changes made during the Work. These shall be available to the Engineer during the course of the Work and shall be delivered to him upon Completion of the Work.

Article 5: Separate Contracts

The Owner may award other contracts in the vicinity of the Work which may proceed simultaneously with the execution of this Contract. The Contractor shall perform his Work so as not to cause interference with other contractors. The Contractor shall cooperate and coordinate its Work with the Owner's separate contractors, if any.

Article 6: Subcontractors

(a) Prior to the execution and delivery of the Agreement, the successful Bidder shall submit to the Engineer for acceptance a list of names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the Work. Prior to the execution and delivery of the Agreement, the Engineer shall notify the successful Bidder in writing, if the Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The Owner shall decide, based on the Engineer's objection, if the Agreement shall be executed with the existing list. The Contractor has the option to substitute another Subcontractor, person, or organization to satisfy the Engineer's objection without additional compensation. Failure to notify the Contractor prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Engineer to reject defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

(b) The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any Contractual relationship between any Subcontractor and the Owner or the Engineer to pay or to see to the payment of any monies due any Subcontractor, sub-Subcontractor or supplier, except as may otherwise be required by law.

(c) The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, shall thereby automatically be deemed to be bound by such terms and conditions.

Article 7: Materials, Equipment and Labor; Or Equal Clause

(a) The Contractor shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities, services, and incidentals necessary for the execution and completion of the Work.

(b) All materials and equipment shall be new, except where specifically noted in the Contract Documents or where reuse is allowed and the conditions of reuse. If required by the Contract Documents or the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be furnished.

(c) Wherever in these Contract Documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded as a standard of quality, performance and serviceability. Where such items are specified, unless otherwise noted, this shall not be interpreted to preclude the furnishing of items other than those specified where the quality, use and serviceability of the substitute is adjudged by the Engineer to be the equal or better than the standard.

(d) All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

Article 8: Patent Fees and Royalties

The Contractor shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of a patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the Owner and the Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completions of the Work, and shall defend all such claims or allegations, even if meritless, in connections with any infringement of such rights.

Article 9: Permits, Laws and Regulations

(a) The Contractor shall secure and pay for all applicable permits and licenses in connection with the Work.

(b) The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he shall give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom, including but not limited to attorneys' fees and costs.

Article 10: Availability of Lands; Physical and Subsurface Conditions

The Owner shall provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing

these lands or providing such easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided hereafter. The Contractor shall provide and pay for all additional land and access thereto that may be required for temporary storage of materials and equipment.

Article 11: Engineer's Control

(a) In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all Work to the satisfaction of the Engineer, consistent with the requirements of the Contract Documents. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the Work, shall interpret the Contract Documents and Change Orders and shall decide all other questions in connection with the Work.

(b) The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which Work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the Work shall be so governed and so performed.

(c) The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

(d) If the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures, or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of Work implied by the operations described, but that the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor. The Contractor shall notify the Engineer for informational purposes only of the actual construction means, methods, techniques, sequences or procedures, which the Contractor intends to employ on the Work, if those differ from those mentioned in the Contract Documents.

Article 12: Authority and Duties of Inspectors

Inspectors employed by the Owner or the Engineer shall be authorized to inspect all Work done and material furnished. Such inspection may extend to all or any part of the Work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the Work, the Inspector shall have authority to reject material or

suspend the Work until the question at issue can be referred to and decided by the Engineer. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or to accept any portion of the Work nor issue instructions contrary to the Contract Documents. The Inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the Work by the Contractor. Any advice which the Inspector may give the Contractor shall in no circumstance be construed as binding the Engineer or Owner in any way nor releasing the Contractor from fulfillment of the terms of the Contract.

Article 13: Tests and Inspections

(a) 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 shall give the Engineer timely notice of readiness therefore. The Contractor shall furnish the Engineer the required certificates of inspection, testing or approval. All such tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

(b) Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval, but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as may be determined by the Engineer.

(c) Neither observations by the Engineer or the Inspector nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligation to perform the Work in accordance with the requirements of the Contract Documents.

Article 14: Contractor's Supervision and Superintendence

(a) The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures. In accordance with Article 3, before undertaking the Work he shall carefully study and compare the Contract Documents and check and verify all figures shown thereon. He shall at once report in writing to the Engineer any conflict, error or discrepancy which he may discover, the Contractor shall be responsible to see that the Work complies with the Contract Documents.

(b) The Contractor shall keep on the Work Site, at all times during its progress, a full-time resident superintendent satisfactory to the Engineer and Owner. The superintendent shall not be replaced without the consent of the Engineer except under extraordinary circumstances. The Superintendent shall be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All Communications given to the superintendent shall be as binding as if given to the Contractor.

(c) The Engineer or Owner shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any of the Work.

Article 15: Safety and Protection; Emergencies

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work as may be required by

applicable law, industry standard, or local practice. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work site and other persons who maybe affected thereby.

2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

(b) No materials or other obstruction shall be placed within fifteen (15) feet of any fire hydrant, which at all times must be readily accessible to the fire department.

(c) The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage, injury or loss to any property referred to in the above paragraphs caused, directly or indirectly, in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

(d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes involved, provided such action is not the result of the fault or negligence, in whole or in part, of the Contractor, a Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Article 16: Access to the Work; Uncovering Finished Work

(a) The Engineer and his representatives shall, at all times, have access to the Work. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.

(b) If any Work is covered contrary to the instruction of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

(c) If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or 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, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor shall be allowed an

increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided hereafter.

Article 17: Change in the Work

(a) Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment may be made as provided hereafter.

(b) The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a field order ("Field Order"). If the Contractor believes that any minor change or alteration authorized by the Engineer entitles him to an increase in the Contract Price, he may make a claim therefore as provided hereafter.

(c) Additional Work performed by the Contractor without authorization of a Change Order shall not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in herein.

(d) It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

(e) A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer, directing the Contractor to proceed with certain Work deemed by the Owner and Engineer to be within the scope of the Contract or a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Contract Sum and Contract Time may be adjusted accordingly.

(f) A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or as a directive to the Contractor to proceed with work deemed by the Owner and Engineer to be within the scope of the Contractor's Work, which the Contractor disputes

Article 18: Change Orders

(a) The value of any Work covered by a Change Order shall be determined in one of the following ways:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

2. By mutual acceptance of a lump sum.

3. By cost and mutually acceptable fixed amount for overhead and profit.

4. If none of the above methods is agreed upon, the value shall be determined by the Engineer on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit shall be as follows:

a. For all such Work done by his own organization, the Contractor may add up to ten percent (10%) of his actual net increase in costs, and

b. For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of his actual net increase in costs from combined overhead and profit and the Contractor may add up to five percent (5%) of the Subcontractor's total for his combined overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or otherwise special insurance directly related to such Work.

In each case, the Contractor will submit in form prescribed by the Engineer an itemized cost breakdown together with supporting data.

5. The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the Engineer. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Article 19: Change of the Contract Time

(a) The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

(b) The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in paragraph above. Such delays shall include, but not be restricted to, acts or neglect by any other Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God or the public enemy.

(c) All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

(d) No Damage for Delay. In all events, the Contractor shall have no separate claim for damages or costs of any kind resulting from a delay in the Work as demonstrated by the Contractor's construction schedule, regardless of whether all or part of such delay may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives or independent contractors, the Owner's consultants, if any, the Engineer or the Engineer's consultants. The Contractor agrees that its sole remedy for such delay shall be an extension of time, which may be granted or denied in accordance with the terms of this Agreement.

(e) Waiver of Impact Claims. In all events, the Contractor waives all forms of impact claims including but not limited to efficiency, loss of productivity, trade stacking,

disruption, re-sequencing, and the like regardless of whether all or part of such impact may be in any way attributable to the acts, the failure to act, or the omissions of the Owner, the Owner's agents or representatives or independent contractors, the Owner's consultants, if any, the Engineer or the Engineer's consultants.

(f) The Contractor shall include similar No Damage for Delay and No Impact Claim provisions in the agreements the Contractor executes with its Subcontractors, suppliers and other persons or entities that the Contractor employs to perform the Work.

(g) The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the Contract Documents.

Article 20: Warranty and Guarantee; Correction, Removal or Acceptance of Defective Work

(a) The Contractor warrants and guarantees to the Owner and the Engineer that all materials and equipment shall be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of the inspections, tests or approvals referred to in Article 13: Tests and Inspections. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

(b) If required by the Engineer prior to the issuance of the certificate of completion, the Contractor shall promptly, without cost to the Owner and as required by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Engineer, the Owner may have deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

(c) If, after the approval of final payment and prior to the expiration of one (1) year after the date of completion, any Work is found to be defective the Contractor shall, promptly without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including Compensation for additional professional services, will be paid by the Contractor and/or deducted from monies owed the Contractor.

Article 21: Applications for Progress Payments

(a) At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Engineer for review the Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and supported by such data as the Engineer may reasonably require. There shall be no payment for materials stored on or off the site. The progress payment request shall be subject to a five percent (5%) retainage which shall be held by the Owner until all defective work and all punch list items have been addressed to the full satisfaction of the Engineer and the Town. The retainage may be held beyond the application for Final Payment if there is any outstanding defective work that needs to be corrected and/or punch list items that need to be addressed; after which time all outstanding defective work has been corrected and all punch list items have been addressed to the full satisfaction of the Engineer and the Town; the retainage can be released. Retainage can be reduced, after the application for Final Payment has been made, to the value of the outstanding defective work that needs to be corrected plus the value of punch list items that need to be addressed.

(b) The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the Owner prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances; and that no Work, materials or equipment covered by an Applications for Payment shall have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Each progress payment request shall be accompanied by Lien Waivers in a form satisfactory to the Owner's legal counsel. No progress payment shall be processed by the Engineer for payment without fully executed lien and claim waivers from the Contractor, material suppliers and Subcontractors.

(c) The Engineer shall, within thirty (30) days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to the Owner, or return the Application 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 Application.

(d) The Owner shall, within thirty (30) days of presentation of an approved Application for Payment by the Engineer, pay the Contractor the amount approved by the Engineer.

(e) The Contractor shall pay its Subcontractor(s) and suppliers in accordance with applicable Connecticut law and shall cause its Subcontractor(s) to pay their Subcontractor(s) in accordance with applicable Connecticut law.

Article 22: Certificates of Completion and Final Payment

(a) Upon written notice from the Contractor that the Project is complete, the Engineer shall make a final inspection with the Owner and the Contractor and shall notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective and/or not completed. The Contractor shall immediately make such corrections and perform such work as are necessary to remedy such defects and/or complete the project.

(b) After the Contractor has completed any such corrections and finished the contract work to the full satisfaction of the Engineer and delivered all maintenance and operating

instructions, schedules, guarantees, bonds, certificated of inspection, lien and claim waivers from itself, Subcontractor(s) and material suppliers, and other documents, all as required by the Contract Documents; the Engineer shall issue a certificate of completion and the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such supporting data as the Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all liens and claims arising out of the Work, including but not limited to all labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts of releases in full; an affidavit of the Contractor that the releases which a lien or claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify and defend it against any lien or claim.

(c) If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within thirty (30) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to the Owner for payment. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to approval final payment, in which case the Contractor will make the necessary corrections and resubmit the Application for Payment.

(d) Final payment shall constitute one hundred percent (100%) of the final Contract amount. A Maintenance Bond in the amount of one hundred percent (100%) of the Contract Cost shall be provided prior to final payment. The Owner shall, within thirty (30) days of presentation to him of an approved final Application for Payment, pay the Contractor the amount approved by the Engineer.

Article 23: Waivers of Claims and Continuing Obligations

(a) The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the Engineer, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

(b) Pending final resolution of a claim, except as otherwise mutually agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments, which are not the subject of a good faith dispute, in accordance with the Contract Documents.

(c) The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

Article 24: Indemnification

(a) To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the Owner, the Engineer, the Owner's consultant(s), if any, and their respective officers, directors, owners, agents, members, employees and independent contractors of any of them from and against all allegations, even if meritless, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

(b) Further, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, the Engineer and the Owner's consultant(s) and their respective officers, directors, owners, agents, members, employees and independent contractors, from and against all allegations, even if meritless, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any breach or failure of the Contractor to comply with the terms and conditions of the Contract Documents but only to the extent caused by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

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

(d) All defense, indemnity and hold harmless provisions set forth in this Contract shall survive termination and/or cancellation and/or full performance of the Contract.

Article 25: Cleaning Up

The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of each day of the Work shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and passable. The Contractor's failure to keep the site free from waste, rubbish and debris on a daily basis shall entitle the Owner to clean up said waste, rubbish and debris and charge the costs of the same to the Contractor without notice and/or deduct said costs from monies owed to the Contractor.

Article 26: Owner's Right to Stop or Suspend Work

(a) The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

(b) The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension or interruption. No adjustment shall be made to the extent

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is wholly or partially responsible; or

2. That an equitable adjustment is made or denied under another provision of the Contract.

(c) The Contractor shall resume the Work on the date so fixed by the Owner.

Article 27: Owner's Right to Terminate

The Owner may terminate or abandon the Project for any one or more of the following reasons:

(a) If the Contractor is adjudged as a bankrupt or insolvent, or if 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 similar 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 his Subcontractor(s) or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer or Owner, 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 seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner 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 Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner on demand including but not limited to attorneys' fees and any other associated costs. Such other associated costs will be determined by the Owner.

(b) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue.

(c) Upon seven (7) days 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 Agreement for the Owner's convenience. In such case, the Contractor shall be paid for all Work actually executed and reasonable expenses sustained by reason of such termination. The Engineer shall reasonably determine the amount of monies due the Contractor. Such payment shall not include any overhead or profit on Work not executed. In all events, the Contractor

waives any and all claims for damages of any kind or nature including but not limited to claims for overhead and profit on Work not executed.

(d) In the event the Owner is adjudged to have wrongfully terminated the Agreement, then such termination shall be converted into a termination for convenience and the Contractor shall be compensated as provided in Paragraph (c) above.

Article 28: Contractor's Right to Stop Work or Terminate

(e) If, through no act or fault, in whole or in part, of the Contractor or anyone for whom it is directly or indirectly liable, 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 Application for Payment within sixty (60) days after it is submitted, or the Owner fails to pay the Contractor any sum approved by the Engineer within sixty (60) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed. The Engineer shall reasonably determine the amount of monies due the Contractor. Such payment shall not include any overhead or profit on Work not executed. In all events, the Contractor waives any and all claims for damages of any kind or nature including but not limited to claims for overhead and profit on Work not executed.

Instead of terminating the Agreement, if the Engineer has failed to act on an approved [by the Engineer] Application for Payment or the Owner has failed to make any approved payment [by the Engineer and Owner] as aforesaid, the Contractor may upon seven (7) days' notice to the Owner stop the Work until he has been paid all approved amounts then due. Contractor cannot stop work for lack of payment if said payment was not made for reason.

Article 29: Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either the Owner or the Contractor, the Contract shall forthwith be physically amended to make such insertion.

Article 30: Contract Security

The Contractor shall furnish surety bonds acceptable to the Owner in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract and for payment of all persons performing labor under this Contract and furnishing materials in connection with this Contract. The surety on such bond shall be a duly authorized surety company, satisfactory to the Owner and authorized to do business in the State of Connecticut.

Article 31: Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract Documents (as outlined in the Instruction to Bidders section of this Contract) for the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it further mutually understood and agreed that the Work embraced in this Contract shall be commenced not more than ten (10) calendar days from the date of written Notice To Begin Work or Notice to Proceed or issuance of a Work Order.

The Contractor agrees that said Work shall be pursued regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, the said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

- (a) To any preference, priority or allocation order duly issued by the State or Federal Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, act of God, or the public enemy,, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (c) To any delays of Subcontractor(s) or supplies occasioned by any of the causes specified in subsections (a) and (b) of this article.

Article 32: Sanitary Facilities

Contractor shall provide and maintain such sanitary accommodations for use of his employees and those of his Subcontractors as may be necessary to comply with requirements and regulations of local and state departments of health and as directed by Engineer.

Article 33: Nondiscrimination Clause

Contractor agrees to comply with all provisions of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Executive Orders 11246, 11375, 11478, and if applicable the Connecticut Fair Employment Practice Law and any and all similar state or federal legislation, and any amendments thereof.

Article 34: Wage Scale Provisions

Contractor agrees to comply with all State/Federal Wage Scale Provisions and the Wage and Payroll Section of this Contract in accordance with Conn. Gen. Stat. Section 31-53(g) if applicable based on the Contractor's submitted total bid price for the project work included under this Contract.

Article 35: Work by Others

The Contractor agrees that the Owner may permit other persons, firms, corporations or entities to utilize publicly owned property at the site of the Work and that such permission(s) shall not affect this Agreement.

Article 36: Mediation of Disagreements

In case of any dispute between the Owner and the Contractor or other party making claims in relation to this Contract concerning the respective rights and liabilities of the parties thereunder, which cannot be resolved within thirty (30) days by mutual agreement of the parties may be referred to the American Arbitration Association for Non Binding Mediation by either party. The costs of such Mediation shall be borne equally by each party involved in the Mediation. Only in the event of failure to resolve the dispute by Mediation shall suit be instituted under this Contract; provided however, that any party may institute suit to preserve any claims as may be required by law.

Article 37: Applicable Law

This Contract is to be governed by and construed in accordance with the laws of the State of Connecticut. Any suit brought against a party to this Contract shall be brought exclusively in the Connecticut Superior Court of the Hartford Judicial District.

Article 38: Alteration and Amendments

This Contract may be altered, amended or modified only in writing by the Owner and the Contractor.

Article 39: Notice

Any notice under this Contract shall be in writing and shall be sent by Registered or Certified Mail, with Return Receipt, to the Owner c/o its Chief Administrative Officer or the Contractor, each at the last address as designated by each party in writing.

Article 40: Shop Drawings and Samples

(a) If required by the Engineer and/or the contract documents contained herein, after checking and verifying all field measurements, the Contractor shall submit to the Engineer for approval, in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies (or at the Engineer's option, one reproducible copy) of all Shop Drawings and other submittals as may be required by the Contract Documents and/or as ordered by the Engineer, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data on Shop Drawings and other submittals shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer to review the information as required.

(b) The Contractor shall also submit to the Engineer for approval, with such promptness as to cause no delay in the Work, all samples shall have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

(c) At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the Shop Drawing(s) or sample may have from the requirements of the Contract Documents.

(d) The Engineer shall review, with reasonable promptness, Shop Drawing(s) and samples, but his review shall be only for conformance with design concept of the Project

and for compliance with the information given in the Contract Documents. The review of separate items as such shall not indicate review 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 of the Shop Drawings and resubmit new samples until reviewed and accepted. 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.

(e) No Work requiring a Shop Drawing or sample submission shall commence until the submission has been reviewed by the Engineer.

(f) The Engineer's review of the Shop Drawings or samples shall not relieve the Contractor from his 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 approval to the specific deviation, nor shall any approval by the Engineer relieve the Contractor from the responsibility for errors or omissions in the Shop Drawings.

Article 41: Maintenance Bond

The Contractor shall be required to furnish the Owner a Maintenance Bond in the amount of one hundred (100%) percent of the final cost of the work prior to Final Payment. This Maintenance Bond shall assure the satisfactory condition of the required Work under the Contract for a period of not less than one (1) year after the acceptance of the Work by the Owner. The Surety for the Bond shall meet the same criteria as for the Performance Bond and the Labor and Materials Payment Bond.

Article 42: Progress Prints and As Built Drawings

At the completion of the Work and if required by the Contract Documents and/or by the Engineer, and as an express condition precedent to final payment, the Contractor shall submit to the owner and Engineer an as-built of the Work completed under the this Contract.

Article 43: Electrical Energy

The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the proper completion of this Contract during its entire progress. The Contractor shall provide, obtain permits for, and pay for all temporary wiring, switches, connections, and meters. There shall be sufficient artificial light, by means of electricity, so that all Work may be done in a workmanlike manner, when there is not sufficient daylight. Sufficient temporary power outlets shall be furnished to enable the various trades to use normal electric power tools.

Article 44: Standard Specifications

All Contract Specifications, Special Provisions, and any specification documents [e.g. State of Connecticut Department of Transportation FORM 817] referenced in these contract documents shall be considered part of this Contract. The specifications for any materials referred to in this contract shall comply with all the pertinent material specifications of the State of Connecticut Department of Transportation FORM 817 for said material [or similar material in Form 817]. All construction procedures for any work referred to in this contract shall comply with all the pertinent construction methods of the State of Connecticut Department of Transportation FORM 817 for said work [or similar work in Form 817]. Note, payment for any materials and work shall be at the respective various unit prices or lump sum prices listed in the Contract Proposal and shall be inclusive of all work and materials related thereto.

Article 45: Call Before You Dig Requirements

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc. will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper support shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

"CALL BEFORE YOU DIG," toll free, statewide, 1-800-922-4455 at least 24 hours in advance of performing any excavation and/or as may be required.

Article 46: Protection Of The Work

The Contractor shall protect all work done under this contract, and all work done by the Owner's separate contractors within the limits of this Contract during the progress of the Work and until completion, from injury by reason of any work under this Contract, or by reason of any negligence on its part, or by reason of weather conditions. The method to be employed for protection shall be at the Contractor's discretion, but shall be subject to the approval of the Engineer, who may order the work or any portion of it suspended when he considers conditions to be not favorable for first-class work.

The Contractor shall protect all Work; bituminous pavement, concrete walk, grass areas, etc., from all traffic and use until it is suitable for use or until completion of the Contract.

Article 47: Dust Control and Cleanup

Upon suspension or completion of the Work or of any portion thereof, the Contractor shall remove all materials, equipment and rubbish, and shall leave the premises in a neat and orderly condition. The premises shall, during the progress of the work, be kept clean, presentable and satisfactory to the Engineer, and shall be so left at the completion of the Contract. As the work progresses, all streets shall be thoroughly cleaned of all rubbish, excess earth, rock, and other debris. The Contractor shall take necessary precautions to prevent and avoid dust and to keep the streets clean each day, whether a normal work day or not. All cleanup operations shall be accomplished to the satisfaction of the Engineer. The cost of any work associated with any required dust control and/or cleanup for the work under this project will be considered included in the base unit prices and/or lump sum prices for each item in the bid proposal and there will be no separate payment for such work performed to complete this project.

Article 48: Construction Materials

Construction materials on the site shall be limited in quantity and place occupying area so as to not hinder and block the use of the roadway nor any facilities.

No advance payment will be made to the Contractor for construction materials purchased in advance and stored by the Contractor. All materials will be paid for each item complete and accepted in place according to the Contract Price or applicable unit prices.

Article 49: Construction Staking, Line, and Grade

Any survey work required for the proper construction of the various components, appurtenances, etc. associated with the project and work included in this Contract; shall be the Contractor's responsibility to coordinate and have performed. The Contractor

shall complete all work to within 1/4 inch of line and grade as indicated on the Contract Plans and/or as established by the Engineer, except where otherwise specified. The Contractors surveyor shall be responsible for supplying line and grade at least 48 hours prior to beginning any work that may require line and grade.

Unless the Bid documents include an item for construction surveying and staking; the cost of any work associated with any required construction surveying and staking for the work under this project will be considered included in the base unit prices and/or lump sum prices for each item in the bid proposal and there will be no separate payment for such work performed to complete this project.

Article 50: Work Procedure

When paving, crack filling, pipe work, etc. is part of this Contract, the Contractor shall start and complete all said work on one section of the street or road at a time prior to proceeding with other sections unless otherwise authorized by the Town. The Contractor shall schedule its operations so that vehicular traffic will not be unduly hindered.

The Contractor shall not perform work [paving, crack filling, pipe work, etc.] on more than two (2) streets at a time, unless approved by the Engineer in writing. The Contractor shall notify property owners, occupants, tenants, etc.; 48 hours in advance when access to private property (e.g. driveways, sidewalks, etc.) is to be hindered or denied. .

Access to local properties and businesses shall be maintained at all times except when actual Work is being done in front of a driveway or sidewalk to a property and except for the normal cooling period after the bituminous concrete has been laid and/or curing when Portland cement concrete has been placed.

Article 51: Prompt Completion of Work

After an excavation or other work [paving, crack filling, pipe work, etc.] is commenced, the Contractor shall prosecute the Work with diligence and on a continuous uninterrupted basis and shall promptly complete such Work and restore the street to its original condition or as near as may be, so as not to obstruct the street or travel thereon more than is reasonably necessary.

Article 52: Work Interruptions

There may be some occasions where utility companies will be involved in the relocation or adjustment of their existing facilities. In such event, the Contractor shall work in another location until the utility completes its work. No additional compensation will be made for delays or inconvenience sustained by the Contractor due to interference by the utility companies.

Article 53: Temporary Suspension of Work

The Engineer or Owner shall have the authority to suspend the work wholly or in part, for such period or periods as he considers necessary in the best interest of the Town, or in the interest of public necessity, convenience or safety as provided in this Agreement.

If it should become necessary to stop work for an identified period, the Contractor shall store all materials and equipment in such manner that they will not obstruct or impede the traveling public unnecessarily nor allow the material to become damaged in anyway; and

he shall take every precaution to prevent damage to the work already completed, and to erect temporary structures where necessary.

The Contractor shall maintain the roadway and other project areas in safe condition for travel and shall maintain all barricades, signs and lights during the period of project suspension, construction and/or disturbance.

Unless the Bid documents include an item(s) for maintenance and protection of traffic; the cost of any work associated with any required maintenance and protection of traffic including but not limited to barricades, signs, lights, temporary travel lanes, temporary pavement, signals, etc. as required and/or as ordered by the engineer for the same execution of the work under this project will be considered included in the base unit prices and/or lump sum prices for each item in the bid proposal and there will be no separate payment for such work performed to complete this project.

Article 54: Manholes and Utility Cuts

All manhole frames and covers, gate boxes and similar structures in the area of the Work shall be reset to the proper line and grade by the Contractor. Repairs of all cuts in the pavement base will be the responsibility of the Contractor. The Contractor shall cooperate with all utility owners to facilitate this Work.

Article 55: Signs and Traffic and/or Pedestrian Detours

When necessary, the Owner or the Engineer will determine all traffic and/or pedestrian detours. The Contractor shall cooperate in placing the signs where required and/or as ordered by the Engineer.

The Contractor shall place and maintain barricades, fencing, as needed and/or as ordered by the Owner or the Engineer to protect areas of the construction site. The Contractor shall place barricades on all side streets at the next intersection away from the street or roadway section where construction [paving, crack filling, pipe work, etc.] is taking place or any other construction work area involved. The Contractor shall place barricades where needed for "Detour", "Local Traffic Only", "Local Pedestrian Traffic Only" and other such signs as may be required to prevent entrance into the designated construction area(s). Any barricades remaining overnight and on weekends must have lights and reflectors when such are placed near active travel ways [pedestrian or vehicular].

The Contractor shall furnish all warning signs as shown on the Contract Documents as well as any and all additional barricades, traffic drums, detour signs and the like, including illumination of same as well as any obstacles in the roadway, using battery powered flashers as directed by the ENGINEER or applicable law or applicable standards. All signs associated with roadway construction [paving, crack filling, pipe work, etc.] and/or pedestrian travel way construction shall be in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways as published by the U.S. Department of Transportation, Federal Highway Administration, latest issue.

Unless the Bid documents include an item(s) for maintenance and protection of traffic; the cost of any work associated with any required maintenance and protection of traffic including but not limited to barricades, signs, lights, temporary travel lanes, temporary pavement, signals, etc. as required and/or as ordered by the engineer for the same execution of the work under this project will be considered included in the base unit

prices and/or lump sum prices for each item in the bid proposal and there will be no separate payment for such work performed to complete this project.

Article 56: Maintenance and Protection of Vehicular and Pedestrian Traffic

The Legal Traffic Authority for the Town of Canton shall prescribe all conditions for maintenance and protection of traffic for the Project. All work zones for construction under this contract shall be in conformance with the latest edition of the Manual of Uniform Traffic Control Devices [MUTCD] and/or as ordered by the Legal Traffic Authority for the Town of Canton. In general, if the excavation procedures expose utility frames for manholes, gate boxes, catch basins, etc. more than 2 inches, then a ramped section of processed stone or a temporary asphalt collar, or traffic control devices such as drums, cones and barricades shall be provided around these structures to prevent damage to vehicular traffic as required and/or as ordered by the Engineer.

Ramped sections and traffic control devices shall be to such dimensions and at such locations as shown on the Contract Documents or as directed by the Engineer or as required by applicable law or applicable standards.

Equipment and material left within the street lines overnight shall be protected by barricades or traffic drums equipped with flashing lights, as directed by the Engineer and in conformance with applicable laws and regulations and applicable standards, all at the Contractor's sole expense.

Unless the Bid documents include an item(s) for maintenance and protection of traffic; the cost of any work associated with any required maintenance and protection of traffic including but not limited to barricades, signs, lights, temporary travel lanes, temporary pavement, signals, etc. as required and/or as ordered by the engineer for the same execution of the work under this project will be considered included in the base unit prices and/or lump sum prices for each item in the bid proposal and there will be no separate payment for such work performed to complete this project.

Article 57: Noise

The Contractor shall conduct and carry out construction work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. During the hours of 3:00 p.m. and 7:00 a.m. he/she shall not use, except with the express written permission of the Engineer or in case of an emergency as herein otherwise provided, any tool, appliance or equipment producing noise of sufficient volume and or beyond limits established by local codes and ordinances so as to disturb the sleep or repose of occupants of the neighboring property.

Article 58: Operation of Equipment in Roadways

No equipment shall be operated with any metal surfaces, steel pads and cleats on backhoe outriggers and stabilizers and on crawler mounted equipment, etc., in direct contact with the surface of any pavement, curb or walk unless authorized by the Engineer. The Contractor shall use suitable wood, plywood or rubber blocks under outriggers and stabilizers or shall use rubber or fiber pads manufactured for the purpose and fastened to the steel pads. Suitable planking shall be used under crawler mounted equipment if required by the Town.

All pavements, curbs, walks, lawns, etc. damaged by the Contractor during its operations and not scheduled for repair or replacement under this Contract shall be repaired to the satisfaction of the Owner and Engineer at the Contractor's expense and without cost to the Owner.

Article 59: Clearance of Vital Structures

The construction work shall be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, catch basins and all other vital equipment as designated by the Owner.

The Contractor shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1') foot in width from the face of such curb at the gutter line. Catch basins and/or yard drains shall be kept clear and serviceable.

The Contractor shall make provisions to take dispose of all surplus water, muck, silt, or other run-off pumped from excavations and shall be responsible for any damage resulting from its failure to so provide.

Article 60: Relocation and Protection of Utilities

Notice is hereby given that the Contractor must familiarize himself with the provision of Public Act No. 87-71 regarding its duties and responsibilities with respect to excavating, and discharging explosives on demolition in proximity to public utility underground facilities.

In case any said purpose pipe crossing or other encasement should be damaged, and for this purpose pipe crossing or other encasement or devices are to be considered as part of a substructure, they shall be repaired by the agency or person owning them and the expense of such repairs borne by the Contractor. The Contractor shall be responsible for any damage done to any public or private property by reason of the breaking of any water pipes, sewer, gas pipe, electric conduit or other utility. The Contractor shall inform itself as to the existence and location of all underground utilities; and shall arrange to have any such utilities marked out; prior to the commencement of any excavation and/or material removal, and protect the same against any damage.

Article 61: Protection of Adjoining Property

The Contractor shall at all times and at its own expense preserve and protect from injury any adjoining property by providing proper safeguards and taking other measures suitable for that purpose. The Contractor shall, at his own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the construction work and shall be responsible for all damage to public or private property or highways resulting from its failure to properly protect and carry out said Work. The Contractor shall not disturb, cut or remove (even temporarily) any trees, bushes, shrubs or flowers on municipal or private property. Any of these items which have been disturbed, removed or cut by the Contractor shall be the sole responsibility of the Contractor; including replacement should any of the trees, bushes, shrubs or flowers die as a result of the Contractor's Work or operations.

Article 62: Excavation

Curbs, Walks, Roadway, Driveway Ramps/Aprons, and Trenches: The term excavation as used in this Contract for curbs and walks shall mean the removal to line and grade and the satisfactory disposal of all materials encountered, including the cutting and removal of tree roots, existing walk, driveways, curbs, gutters, pavement, and other obstructions encountered as necessary for the preparation of the subgrade for all proposed improvements. All such material excavated during the course of the work and not reusable shall become the property of the Contractor and it shall be his responsibility to legally dispose of the material.

Excavations of sidewalks, curbs, roadways, driveway ramps/aprons, and trenches shall be completely backfilled at the end of each workday once the new sidewalk, curb, roadway, driveway ramp/apron, trench construction components have obtained their proper strength for backfilling. Excavations for sidewalks, sidewalk ramps, curbs, roadway, driveway ramp/apron, trench construction components shall not remain open for more than 72 hours, at which time the Contractor shall complete the new construction [Portland cement concrete, bituminous concrete, structures, etc.] or prepare the excavated area so it is completely passable by vehicles and/or pedestrians at no extra cost to the Owner. The excavation for roadway, driveway, driveway ramp construction, and trenches must be completely backfilled and open for vehicular traffic at the end of each day. Trenches in paved roads may require a temporary bituminous concrete pavement surface at the end of each day. Trench segments that need to remain open for the next day's continuation of work may use steel plates to protect the trenches if approved by the Engineer but may require temporary bituminous concrete edge ramp paving if needed for vehicles and/or pedestrians to pass over.

Article 63: Trenches

The maximum length of open trench permissible at any time shall be as may be specified by the Owner and Engineer and no greater length shall be open for pavement removal, excavation, construction, backfilling, patching and all other operations without written permission of the Owner or Engineer. The Contractor shall be required to backfill and protect all trenches before the close of any working day. However, at the discretion of the Engineer, the Contractor may utilize steel plates measuring approximately 1" thick by 5' wide by 10' long to cover the open trench. Utilization of steel plates will generally be used only for overnight protection of trenches to allow completion of Work the following work day. Steel plates will not be used to keep trenches open more than one night. Trenches to be left open for more than one night shall be backfilled.

Article 64: Excavated Material

All material excavated from trenches or excavations shall be removed from the site of the Work except in rare cases where material is suitable for part of the backfill, however, permission must be granted by the Engineer prior to placement/use of any such material within the construction limits.

Article 65: Disposal of Excavated Material

Road grinding and excavated materials (radius granite curbs, catch basin frames, millings, etc.) that are reusable shall if, requested by the Engineer, be delivered to and unloaded at the location designated by the Owner, at no extra cost to the Owner. The

delivery will be coordinated by the Engineer. All other materials excavated that are not reusable and not wanted by the Owner shall become the property of the Contractor and it shall be his responsibility to legally dispose of the material.

Article 66: Use of Areas Behind Curb Line

The Contractor shall not store any material or park any equipment used on this Contract behind the curb line or in the road, without written permission from the Engineer. Should any area back of curb become damaged during construction, the Contractor shall be responsible for restoring the area to its original condition as directed by the Engineer.

Article 67: Insurance

The Contractor shall carry and keep in force during the term of this Agreement completed operations period insurance as more specifically described in the Contract Documents by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance and endorsements or insurance policies specifying such coverage and naming the Town and its officers, agents, employees and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

1) Worker's Compensation Insurance:

Statutory Coverage

Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage

Each Occurrence \$1,000,000

Aggregate \$2,000,000

3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

4) Umbrella

Each Occurrence	\$5,000,000
Aggregate Limit	\$5,000,000

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverages) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non-payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

(a) The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 and elsewhere in the Contract Documents.
9. Products Liability and Completed Operations, Premises, Personal and Advertising Injury, and Independent Contractor.
10. Professional Liability to the extent the Contractor provides any professional services as may be required by the Contract Documents or required for the Contractor's means, methods and procedures.

(b) The insurance required by this Article shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

(c) Certificates of insurance, policy endorsements and insurance policies acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies and endorsements required by this Article shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by this Agreement.

(d) The Contractor and the Contractor's Subcontractors shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Engineer and the Engineer's consultants and the agents and employees of any of them as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, the Engineer and the Engineer's consultants and the agents and employees of any of them as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Owner evidence of the aforementioned requirements from itself and its Subcontractors in the form of an ISO 20 10 11 85 additional insured endorsement or equivalent as determined by the Owner. Failure by the Contractor to provide the Application for Payment then due or to become due

until such time as the endorsements are provided. The insurance of the Contractor and the Contractor's Subcontractor's (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Owner, the Engineer and the Engineer's consultants and the agents and employees of any of them and any insurance available to the Owner, the Engineer and the Engineer's consultants and the agents and employees of any of them is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's Subcontractor(s) (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Owner and any insurance available to the Owner is secondary and non-contributory. The Contractor and the Contractor's Subcontractor's shall cause their insurers to directly provide the Owner with thirty (30) days advance notice of cancellation. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

TECHNICAL SPECIFICATION

(Note: Project Drawings, Standard Details and DOT Appendix E located at end of Contract Document)

TECHNICAL SPECIFICATION CLEARING, GRUBBING, AND SITE PREPARATION

SCOPE OF WORK

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary for clearing and grubbing of the project area in preparation for the construction activities described under this contract. Included in the work is the stripping, removal, and disposal of all trees, downed timber, snags, brush, vines, rubbish, stumps, logs, topsoil, bricks, existing sidewalks, concrete steps, curbing, driveways, pavement, fencing, guiderails, signs, yard drains, pipe, light fixtures, bases, old wire, and other incidentals that interfere with the planned construction. The work includes the resetting of walls, fence fabric, and poles, relocation and/or resetting of lawn sprinklers, signs, mail boxes, etc., including the installation of temporary and construction fencing, and relocation and trimming of shrubs, trees, or other plantings to remain. The work also includes the removal of winter shims placed on the binder course of bituminous concrete surfaces to protect catch basin tops, manholes, valve boxes, etc., that extend above the paved surface awaiting final surface treatment during the next construction season. Site preparation work also includes the construction, maintenance, and removal of construction site entrance pads, if shown on the plans or ordered by the Engineer.

MATERIALS

Materials used for the construction of the construction site entrance pad shall conform to the following:

- A. Crushed stone, 2 inch, shall meet the requirements of Form 817, Section M.01.01.
- B. Processed aggregate, when required, shall be medium gradation conforming to Technical Specification 210 – “Processed Aggregate Base”.
- C. Geotextiles shall meet the requirements of Form 817, Section M.08.01.19.
- D. Bituminous concrete pavement, when required, shall conform to Form 817, Section M.04, HMA S0.5 or Class 1.

SUBMITTALS

The following submittals shall be submitted to the Town Engineer for review and approval prior to installation:

- Gradation test results for crushed stone
- Manufacturer(s) cut sheet(s) for geotextile(s)

CONSTRUCTION METHODS

The stumps of all trees and brush, including the major root system, shall be removed in all excavation areas, under all embankments, and graded areas where the proposed

finished surface is within 4 feet of the original ground. In any case where the Engineer determines that the material encountered below the finished grade is unfit for a proper foundation, the material shall be removed.

All excess material except topsoil, shall be the property of and disposed by the Contractor. Disposal areas for excess material shall be subject to approval of the Engineer.

Any topsoil to be used for the finished grading shall be stockpiled and preserved for future use in a location and manner approved by the Engineer.

In areas where certain trees and shrubs have been designated to be relocated, or to remain, or in areas adjacent to the construction activity, the Contractor shall protect this growth from damage or injury during construction. Trees shall be trimmed to provide a minimum of 8 feet of vertical clearance from the finished grade of any sidewalk constructed or repaired. In case of unavoidable damage to branches and limbs, the damaged portions shall be neatly trimmed and preserved as directed by the Engineer. Any trees or bushes that have been designated to be preserved and/or relocated and are damaged by the Contractor and are beyond recovery, shall be removed and replaced as directed by the Engineer, at the expense of the Contractor.

Construction site entrance pads shall be constructed prior to any clearing and grubbing. They shall be maintained so as to prevent tracking of dirt onto the adjacent paved roadway. The local roadways shall be swept as necessary to remove any materials that have been tracked from the site.

MEASUREMENT

Measurement for this item will be based on the area within the contract construction limits as identified on the plans and/or specifications contained herein, or as ordered by the Engineer.

PAYMENT

Payment for this item will be based on the contract Lump Sum price including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified. Partial payments for this item will be made based on the percentage completion of the overall work. If the contract construction limits are reduced or increased, the Town and the Contractor shall negotiate a reasonable change to the lump sum payment.

PAY ITEM	PAY UNIT
Clearing, Grubbing and Site Preparation	L.S.

**TECHNICAL SPECIFICATION
EXCAVATION, PLACEMENT, AND
DISPOSAL OF SURPLUS MATERIAL**

SCOPE OF WORK

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to excavate, place, form and shape slopes and other areas, and satisfactorily dispose of all materials that are within the limits of the work contracted for or as shown on the plans. Excavation under this item is intended for construction of roadways, subgrades, shoulders, slopes, entrances, retaining walls, channels, and any additional excavation necessary for, but not limited to the construction of roads, driveways, parking areas, sidewalks, concrete and granite curbing, trenches, drainage, light pole bases, and any other miscellaneous and incidental construction shown on the plans or as directed by the Engineer. Excavation and the off-site disposal of unsuitable material, boulders, concrete, and masonry walls and other structures, and concrete pavement of one or more cubic yards in size is included in this item. This item does not include the excavation and disposal of bituminous pavement, curbing, and sidewalks, all of which are included in Technical Specification 100 - "Clearing, Grubbing, and Site Preparation".

MATERIALS

Not applicable.

SUBMITTALS

Not applicable.

CONSTRUCTION METHODS

The construction methods utilized shall conform to Form 817, Section 2.02.03. Any excavated suitable material may be placed within the project limits to the lines and grades indicated on the plans, or as directed by the Engineer. All unsuitable material and excess suitable material including rock or blasted rock shall be the property of and be disposed by the Contractor. Disposal areas for excess and unsuitable material shall be subject to the approval of the Engineer.

In addition, where rock excavation requires blasting, it shall be done in accordance with the Town of Windsor ordinances, State Statutes or other pertinent regulations governing explosives and firing of blasts. Such ordinances or regulations shall not relieve the Contractor of any responsibility for damages caused by them or their employees due to the work of blasting. All blasting work must be performed or supervised by a licensed blaster who shall at all times have a license on their person and shall permit examination thereof by the Engineer or other officials having jurisdiction.

MEASUREMENT

Measurement for these items will be based on the number of cubic yards excavated in place as determined by the method of average end areas or other acceptable method of field measurements, if approved by the Engineer, or as identified by payment lines shown on the drawings or details.

Boulders, concrete, and masonry walls and other structures as well as concrete pavement of one or more cubic yards in size shall be measured in place, before removal for payment as “Rock Excavation” and before blasting as “Blasted Rock.”

PAYMENT

Payment for these items will be at the contract unit price per Cubic Yard including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified.

PAY ITEM	PAY UNIT
Earth Excavation	C.Y.
Rock Excavation	C.Y.
Blasted Rock Excavation	C.Y.
Unsuitable Material Excavation	C.Y.

TECHNICAL SPECIFICATION EROSION AND SEDIMENTATION CONTROL

SCOPE OF WORK

The purpose of this technical specification is to cover the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to provide, operate and maintain means and devices to minimize erosion within and adjacent to the work area and to prevent the entrance of any silt-laden water from work areas into any standing or moving bodies of water or into adjacent wetland areas, using silt fence, hay bales, hay bale backed silt fence, or silt sacks at catch basins where indicated on the plans or as ordered by the Engineer. This work includes the periodic inspection, repair, replacement, or cleanout of accumulated sediment and the removal and disposal of the system and associated surplus materials at the end of the project.

MATERIALS

Hay bales shall conform to Form 817, Section 2.19.02. Wood stakes shall be 2 inch x 2 inch x 36 inch hardwood. Geotextiles shall conform to Form 817, Sections 7.55 and M.08.01.19. Silt sacks shall be AFC Environmental Silt Sack or approved equal.

SUBMITTALS

The following submittals shall be submitted to the Engineer for review and approval prior to installation:

- Manufacturer(s) cut sheet(s) for geotextile(s)
- Manufacturer(s) cut sheet(s) for silt sacks

CONSTRUCTION METHODS

The installation, maintenance and removal of hay bales shall conform to the requirements of Form 817, Section 2.19.03. The installation, maintenance, and removal of sedimentation control devices shall conform to the requirements of Form 817, Section 2.19.03 except the use of brush as a backing for geotextile shall not be allowed. The installation, maintenance and removal of silt sacks shall conform to the manufacturer's specifications.

MEASUREMENT

Measurement for this item will be based on the actual number of linear feet of silt fence or hay bales installed and accepted. Measurements shall be along the centerline of the system, or its components. Measurement for silt sacks at catch basins will be based on the number of units installed and accepted. Replacement systems shall not be measured for payment.

PAYMENT

Payment for this item will be based on the contract unit price per Linear Foot for hay bales and silt fence including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified.

PAY ITEM	PAY UNIT
Hay Bales	L.F.
Silt Fence	L.F.
Hay Bale backed Silt Fence	L.F.
Silt Sacks at Catch Basins	EA.

**TECHNICAL SPECIFICATION
BITUMINOUS CONCRETE SIDEWALKS, PATHS, DRIVEWAYS AND
PARKING AREAS**

SCOPE OF WORK

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to construct bituminous concrete sidewalks, paths, parking areas and driveways in accordance with the details shown on the plans or as directed by the Engineer.

MATERIALS

Materials for the construction of sidewalks, parking areas and driveways shall conform to Form 817, Section 9.22.02, except that:

- A. Binder course shall be HMA S0.5 or Class 1 Bituminous Concrete
- B. Wear course shall be HMA S0.375 or Class 2 Bituminous Concrete
- C. Base material shall be medium gradation processed aggregate base conforming to Technical Specification 210 – “Processed Aggregate Base”.
- D. Suitable sub-base material shall be medium gradation processed aggregate base as specified in Technical Specification 210, or bank or crushed gravel meeting the applicable provisions of Form 817, Section M.02.02.1, and approved by the Engineer.
- E. Tack coat material shall conform to Form 817, Section M.04.01.

SUBMITTALS

The following submittals shall be submitted to the Engineer for review and approval prior to installation:

- Gradation test results for processed aggregate
- Gradation test results for sub-base material(s)

Density testing shall be conducted during paving process and the results shall be forwarded to the Engineer.

CONSTRUCTION METHODS

A. Bituminous Concrete Sidewalks and Residential Driveways:

All bituminous concrete sidewalk and residential driveway construction shall be excavated or filled to within 10 inches below finished grade and extended 3 inches minimum beyond the outside edges of the proposed walk, drive or bituminous concrete lip curbing (if curbing is installed). The sub-base shall be properly graded to form a uniform base, and shall follow a true line and cross-section 10 inches below the finished grade of the pavement. Any material, which, in the opinion of the Engineer, is unsuitable to receive the base material, shall be excavated, removed, disposed and replaced with suitable material and compacted as approved by the Engineer. Leveling material used to fill ruts, holes or irregularities in the subbase is the responsibility of the Contractor and is

considered part of this item. The base shall be 8 inches of processed aggregate base as specified and shall be compacted in two 4 inch lifts utilizing a roller weighing a minimum of 2000 pounds. Compaction shall be uniform and the surface of the base shall follow a true line and cross section 2 inches below the finish grade of the walk/drive. At any point where new pavement will match existing pavement, the existing pavement shall be saw cut vertically to a smooth edge and a tack coat shall be applied, and after placement of the pavement, the joint shall be sealed with a hot asphalt material, AC-20 or approved equivalent. Class 2 bituminous concrete shall be placed, and compacted to a depth of 2 inches using a roller weighing a minimum of 2,000 pounds.

Driveways shall be installed full width, with no cold joints, unless prior approval is granted by the Engineer to install driveways in sections. Sub-base, if required, shall be placed in maximum 4 inch lifts and compacted with a minimum of 2 passes with a motor drive vibratory compactor.

B. Bituminous Concrete Parking Areas and Commercial Driveways:

All bituminous concrete parking, and commercial drive construction shall be excavated or filled to within 12 inches below finished grade and extended 6 inches minimum beyond the outside edges of the paved areas or 3 inches beyond bituminous concrete lip curbing (if curbing is installed). The subbase shall be properly graded to form a uniform base. Any material which, in the opinion of the Engineer, is unsuitable to receive the base material shall be excavated, removed, disposed and replaced with suitable material and compacted as approved by the Engineer. Leveling material used to fill ruts, holes or irregularities in the subbase is the responsibility of the Contractor and is considered part of this item. The base shall be 8 inches of processed aggregate base as specified and shall be compacted in two 4 inch lifts utilizing a roller weighing a minimum of 10,000 pounds. Compaction shall be uniform and the surface of the base shall follow a true line and cross section 4 inches below the finish grade. At any point where new pavement will match existing pavement, the existing pavement shall be saw cut vertically to a smooth edge and a tack coat shall be applied, and after placement of the pavement, the joint shall be sealed with a hot asphalt material, AC-20 or approved equivalent. The bituminous concrete shall be placed, and compacted in two 2 inch lifts to a depth of 4 inches using a roller weighing a minimum of 10,000 pounds with no cold joints, unless prior approval is granted by the Engineer to install parking areas and driveways in sections. The binder course shall be placed first followed by the wear course. Tack coat will be applied between lifts as per Technical Specification 220 – “Bituminous Concrete Surfaces”.

Bituminous concrete lip curbing, if installed, shall be placed on the binder course with tack coat applied.

C. Bituminous Concrete Paths:

All path construction shall be excavated or filled to within 10 inches below finished grade and extended 3 inches minimum beyond the outside edges of the proposed path. The sub-base shall be properly graded to form a uniform base, and shall follow a true line and cross-section 10 inches below the finished grade of the pavement. Any material, which, in the opinion of the Engineer, is unsuitable to receive the base material, shall be excavated, removed, disposed and replaced with suitable material and compacted as approved by the Engineer. Leveling material used to fill ruts, holes or irregularities in the sub-base is the responsibility of the Contractor and is considered part of this item. The base shall be a minimum of 8 inches of processed aggregate base as specified and shall be compacted in two 4 inch lifts utilizing a roller weighing a minimum of 2000 pounds. Compaction shall be uniform and the surface of the base shall follow a true line and cross

section 2 inches below the finish grade of the path. At any point where new pavement will match existing pavement, the existing pavement shall be saw cut vertically to a smooth edge and a tack coat shall be applied, and after placement of the pavement, the joint shall be sealed with a hot asphalt material, AC-20 or approved equivalent. Class 2 bituminous concrete shall be placed, and compacted to a depth of 2 inches using a roller weighing a minimum of 2,000 pounds.

Paths shall be installed full width, with no cold joints, unless prior approval is granted by the Engineer to install driveways in sections. Sub-base, if required, shall be placed in maximum 4 inch lifts and compacted with a minimum of 2 passes with a motor drive vibratory compactor.

MEASUREMENT

Measurement for this item will be based on the number of square yards completed and accepted in place. This area shall include the area under and beyond the back of the bituminous concrete lip curbing. Tack coat shall be measured for payment by the number of gallons used and accepted.

Saw-cutting existing bituminous concrete pavement will not be measured for payment but shall be included in the square yard measurement for this item.

PAYMENT

Payment for this item will be based on the contract unit price per Square Yard (or Gallon for tack coat) including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified. All excavation (up to 12” deep) and saw-cutting pavement shall be considered part of this item.

PAY ITEM	PAY UNIT
Bituminous Concrete Sidewalks and Residential Driveways	S.Y.
Bituminous Concrete Parking Areas and Commercial Driveways	S.Y.
Bituminous Concrete Paths	S.Y.
Tack Coat	Gals

**TECHNICAL SPECIFICATION
BITUMINOUS CONCRETE CURBING**

SCOPE OF WORK

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to construct and place machine formed bituminous concrete lip curbing, bituminous concrete flat top curb, or bituminous concrete Cape Cod curbing in accordance with the dimensions and details as shown on the plans or as directed by the Engineer.

MATERIALS

Materials, including tack coat, for the work shall conform to the requirements of Form 817, Section M.04, Curb Mix or Bituminous Class 3.

SUBMITTALS

Not applicable.

CONSTRUCTION METHODS

The bituminous concrete curbing shall be placed in accordance with Form 817, Section 8.15.03. In new construction, it shall be placed on the binder course. Prior to the placement of the bituminous concrete curbing, the area shall be cleaned of all loose and foreign materials, and a tack coat shall be applied.

MEASUREMENT

Measurement for this item will be based on the number of linear feet of specified bituminous concrete curbing placed and accepted.

PAYMENT

Payment for this item will be based the contract unit price per Linear Foot complete and accepted in place, including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified.

PAY ITEM	PAY UNIT
Bituminous Concrete (Type) Curb	L.F.

**TECHNICAL SPECIFICATION
PORTLAND CEMENT CONCRETE SIDEWALKS AND RAMPS**

SCOPE OF WORK

This technical specification includes the furnishing of labor, materials, testing, submittals, tools, and equipment necessary to replace or construct Portland Cement Concrete sidewalks, drill for and install steel dowels, and construct driveway ramps and sidewalk ramps with detectable warning strips. Prior to the installation of the concrete, all work within the sidewalk limits shall be complete and shall include, but not be limited to, the adjustments of all public and private frames, grates, covers, and utility boxes.

MATERIALS

A. Base Material:

Base material shall be medium gradation processed aggregate base conforming to Technical Specifications 210 – “Processed Aggregate Base”.

B. Portland Cement Concrete:

All Portland Cement Concrete shall conform to the following specifications:

All concrete used shall be proportioned by weight for one cubic yard as follows:

Cement (7 sacks)	658 lbs.
Sand	1,244 lbs.
3/8" crushed stone	700 lbs.
3/4" crushed stone	1,080 lbs.
Water	34 gals.
Darex II (A.E.A.)	3.29 oz.
Air Entrainment	5-7 percent
Slump	3 inches (max.)
Strength (28 day)	4,000 PSI (min.)

The proportions listed are based on the weight of cement and surface dry aggregates with a bulk specific gravity of 2.65 for sand with a fineness modulus of 2.70 and trap rock with a specific gravity of 2.90.

Portland Cement shall be Type II or IIA and shall comply with AASHTO M-85. Type III or IIIA may not be used except as directed by the Engineer for special conditions. All cements must meet requirements of ASTM C-150. Should air entraining cement be used, it must be capable of producing entrained air within the specified limits without air entraining admixtures.

The air entraining agent used shall be of the vinsol resin type and shall conform to Form 817, Sections M.03.01-5. The air entraining agent shall be added to the mixing water prior to its addition to the mix, for non-air entrained cement mixes only. Air entraining agent may not be used with air entrained cement.

All Portland Cement Concrete used shall be "ready-mixed concrete", (Portland Cement Concrete manufactured for delivery to a purchaser in a plastic state and delivered to the job site suitably mixed for placing in the work). Ready-mixed concrete shall be either (1) mixed completely at a central mix plant and transported to the job in a truck mixer operating at agitator speed or (2) mixed completely in a truck mixer while in transit or at the point of delivery. Ready-mixed concrete shall be obtained from suppliers approved by the Inspector. Batching equipment, stationary mixes and truck mixers shall conform to the requirements of Form 817, Section 4.01.03 and Section 6.01.03, as applicable, and be in good condition and operated as designated by the manufacturer. The concrete shall be discharged at the site of the work in a thoroughly mixed and uniform mass of the consistency and workability required without the use of additional mixing water. The slump of the concrete at and during discharge at the work shall be three (3) inches or less.

As determined in accordance with AASHTO T-119, discharge of the batch shall be complete within one (1) hour of the addition of water to the mix. Concrete delivered in outdoor temperatures lower than 40° F shall be discharged at the work site having a temperature not less than 60° F nor greater than 90° F. Every load of concrete delivered to the job site shall have a ticket clearly marked indicating the proportionment of the batch and stamped by a time clock indicating the time the batch was placed in the truck mixer. This ticket shall be presented to the Inspector on the job prior to beginning discharge. Additional water for tempering will be added to the mix only on direction of the Inspector. The concrete supplier shall guarantee proper frequency of delivery to allow conformance with placing requirements of these specifications. Failure to conform with all the requirements of this technical specification will result in the rejection of the nonconforming load(s). Rejected loads that have been "doctored up" will not be accepted. Repeated failure of a supplier to conform to these specifications will result in loss of approval by the Engineer as an approved source of material for construction within the Town.

C. Premolded Joint Material:

Pre-molded joint material shall be Kork Pak, Proflex Reflex or equivalent approved by the Engineer.

D. Curing Materials:

Waterproof paper shall be double sheet, bituminous cemented Kraft Paper, reinforced in both directions and conforming to the requirements of AASHTO M 139.

Polyethylene (i.e. Plastic) Sheeting shall not be allowed except to cover the waterproof paper in case of inclement weather.

E. Curing Compound:

Liquid membrane forming compound shall be white pigmented and conform to Form 817, Section M.03.04.

F. Suitable Subbase Material:

Suitable sub-base material shall be medium gradation processed aggregate base as specified in Technical Specification 210 – "Processed Aggregate Base", or bank run gravel meeting the applicable provisions of Form 817, Section M.02.02 and approved by the Engineer.

G. Dowels:

Dowels shall be 5/8-inch diameter x 24-inch long intermediate grade steel conforming to AASHTO M-38 and shall be smooth. Speed Dowel plastic sleeve or approved equal to cover one end of the dowel shall be 12-inches long by 5/8-inch diameter.

H. Wire Mesh Reinforcing:

Wire mesh reinforcing shall be cold drawn steel wire conforming to the requirements of AASHTO M 32 and M 35, and shall be welded steel, no. 8 wire, spaced 6 inches by 6 inches, both ways. All 8 inch concrete walks, drives, and ramps shall be reinforced.

I. Detectable Warning Strips

Detectable warning strips shall be prefabricated cast-in-place truncated dome detectable warning surface tile as manufactured by ADA Fabricators, Inc. P.O. Box 179, North Billerica, MA 01862. The color shall be brick red and approved by the Engineer.

265.3 SUBMITTALS

The following submittals shall be submitted to the Engineer for review and approval prior to installation:

- Gradation test results for processed aggregate
- Concrete specifications from supplier
- Manufacturer's cut sheet for pre-molded joint material
- Manufacturer's cut sheet for waterproof paper
- Label or manufacturer's cut sheet for curing compound
- Gradation test results for processed aggregate
- Gradation test results for bank run gravel
- Manufacturer's cut sheet for dowels
- Manufacturer's cut sheet for wire mesh reinforcing
- Material certification for detectable warning strips

CONSTRUCTION METHODS

A. Excavation:

All proposed 5 inch thick walks shall be excavated 13 inches below and parallel to the finished grade of the walk. All proposed 8 inch walks and ramps shall be excavated 16 inches. Excavation shall extend 3 inches minimum and 6 inches maximum outside the edges of the proposed walk. Ledge rock encountered within 13 inches of the finished walk grade shall be removed. After completion of excavation, and prior to placing of base material, the sub-base shall be compacted by at least 2 passes of a motor driven vibratory compactor; should the sub-base appear soft and yielding, this material shall be removed to firm ground with a maximum depth of 25 inches below finished grade as ordered by the Engineer, for 5 inch thick walks, and 28 inches below finished grade for 8 inch walks and ramps. The sub-grade shall then be re-compacted as herein before specified.

B. Sub-base:

Sub-base, if required, shall be placed in maximum 12 inch lifts and compacted with a minimum of 2 passes with a motor drive vibratory compactor.

C. Base:

The processed aggregate base material shall be placed in two 4 inch lifts, the full width of the excavation, and shall be compacted to the satisfaction of the Inspector with at least 2 passes of a motor driven vibratory compactor. Base should extend 3 to 6 inches beyond the outside edges of the walk. Additional fine material shall be added to fill any voids that may have developed during compaction and to bring the completed foundation to true line and cross section 5 inches (or 8 inches) below and parallel to the finished grade of the walk.

D. 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. Wood, forms for 5 inch thick walks shall be 2 inch by 6 inch smooth surfaced plank, except that at sharp curves, thinner material may be used. Forms for 8 inch thick walks and ramps shall be 8 inches deep. Metal forms shall be of section approved by the Inspector, and shall have a flat surface on the top. Forms shall be of a depth equal to the depth of the walk. Forms shall be securely staked, braced and held firmly to the required line and grade; special care shall be taken to maintain the proper shape of all curves. Forms shall remain in place for at least 24 hours after finishing of concrete. No stakes or bracing shall project above the top of the form. Forms shall be sufficiently tight to prevent leakage of concrete. All forms shall be cleaned and oiled before concrete is placed against them. Sheet metal templates, 1/4 inch thick of the full depth and width of the walk, shall be placed at every expansion joint or as ordered by the Inspector. If concrete is placed in alternate sections, these templates shall remain in place until concrete has been placed on both sides of the templates. As soon as the concrete has obtained its initial set, the template shall be removed.

E. Placing of Concrete:

The Contractor shall give the Inspector assigned to the work a 24 hour notice before placing concrete. All expansion joints and other embedded material items shall be in place, and all necessary placing and finishing tools, and all curing and protection materials shall be on the job prior to commencement of placing concrete. Before the concrete is placed, the sub-grade shall be thoroughly dampened so that it is moist throughout, but without puddles of water. Concrete shall be placed as near to its final position as practicable, and precautions shall be taken not to overwork the concrete while it is still plastic. The concrete shall be uniformly placed along the forms or screens. The concrete shall be placed in one course and struck off as hereinafter specified to the required graded cross section. The top shall be struck off by use of a suitable screed resting on the forms or screed support to the required grade and cross section.

F. Finishing of Concrete:

No finishing operation shall be performed while free water is present; finishing operations shall be delayed until all bled water and water sheen have left the surface and the concrete has started to set. Dusting the surface with cement to promote drying will not be permitted. After water sheen has disappeared, all exposed walk edges, and edges on each side of expansion joints shall be finished with a 1/4 inch radius edging tool. Transverse dummy joints shall be formed by cutting a slot in the concrete, 1 inch deep. The slot may be cut by a 1 inch deep T-bar forced into the fresh concrete or by a 1 inch bit jointer held against a straight edge. After the concrete has partially hardened, the joint shall be edged with a jointer having a 1 inch bit and 1/4 inch fillets held against a straight edge to make a clean straight joint. All other dummy joints in the walk shall be treated as above specified for

transverse dummy joints. All completed dummy joints shall be 1 inch deep. After edging and jointing operations, the surface shall be floated with a wood float. In very warm weather, care shall be taken to prevent final set by shading until all finishing operations have been performed. If necessary, all tooled joints and edges shall be rerun after floating to maintain uniformity. After floating, the surface shall be brushed by drawing a soft bristled push broom, across the entire sidewalk width, perpendicular to the direction of pedestrian traffic, with a long handle over the surface of the concrete, to produce a non-slip surface. "Picture frame" finishes should NOT be provided. A rain spattered finish will not be acceptable. Forms shall not be stripped for at least 24 hours after completion of finishing; care shall be taken to not damage the green concrete during stripping of forms.

G. Joints:

Transverse dummy joints shall be constructed at a longitudinal spacing equal to the width of the walk but not over 5 feet apart; or to match adjoining walk. Doweled transverse expansion joints shall be constructed to replace every third dummy joint and at change of walk thickness. Dowels are also to be installed between new and existing concrete slabs. Where new or repaired walks abut existing concrete sidewalks the Contractor shall drill holes measuring $\frac{3}{4}$ inch in diameter and 12 inches deep into the existing concrete slab. Transverse expansion joints shall be $\frac{1}{2}$ inch thick by the depth of concrete (5 inches or 8 inches), pre-molded joint material and shall have $\frac{5}{8}$ inch diameter by 24 inches long dowels spaced as shown in the details or as ordered by the Inspector. One end of each dowel shall be set in a 12 inch long $\frac{5}{8}$ inch ID Speed Dowel plastic sleeve. The Contractor is to ensure that the expansion joint is kept straight and perpendicular to the forms by use of a steel or wood spacer drilled to accommodate the dowels. Dowels are to be centered vertically in the slab. In areas where dowels are not specified, pre-molded joint material shall be $\frac{1}{4}$ inch thick.

Isolation joints, $\frac{1}{4}$ inch by the depth of the concrete (5 or 8) inches, pre-molded joint material shall be used between the walk being constructed and existing concrete walks, entrance walks, building foundations, retaining walls, light pole bases, vaults, manholes and all similar structures. Where dowels are specified, the pre-molded joint material shall be $\frac{1}{2}$ inch thick. Utility poles, hydrants, fire alarm boxes, gate boxes and similar installations located in the walk area shall be separated from the main walk by isolation joints of suitable pattern as ordered by the Inspector. No transverse dummy joint, or expansion joint, shall be located within 12 inches of any structure in the walk.

For repair work, all joints shall be similar in pattern to the joints in the adjacent existing walk.

All concrete areas, wider than the normal sidewalk width, will have isolation joints limiting the size of the continuous slab to a maximum of one 144 square feet.

H. Detectable Warning Strips:

The detectable warning strips for new construction shall be set directly in poured concrete according to the plans and the manufacturer's specifications, or as directed by the Engineer. The Contractor shall place 2-25 pound concrete blocks or sandbags on each tile to prevent the tiles from floating after installation in wet concrete.

The Contractor is responsible for removing any material splatters or debris and repairing any damage to the existing sidewalks arising from the installation of the tile.

I. Curing

In case of inclement weather, a forecast of inclement weather, or when ordered by the Engineer, immediately following the final finishing and as soon as possible without marring the surface, the concrete shall be covered with waterproof paper conforming to Section 265.2 (d) of these specifications. The waterproof paper shall extend at least 12 inches beyond the edge of the walk and, if required, shall be lapped a minimum of 6 inches. It shall be held down on all edges and laps by continuous wood planks or piles of sand. Use of rocks or broken concrete will not be permitted. Paper shall not be removed for at least 72 hours.

Curing methods shall conform to Form 817, Section 4.01.03 (f-7).

J. Wire Mesh Reinforcing:

The mesh shall be placed 4 inches below the required finished grade and all adjacent sections of the mesh shall be lapped 8 inches and tied together with wire, spaced not over 24 inches on centers, to prevent displacement. Wire mesh shall be continuous transversely between sides of the sidewalk. No more than two pieces of wire mesh may be used per 10 longitudinal feet of sidewalk. Scrap pieces of wire mesh shall not be placed in the sidewalk but shall be disposed of by the Contractor. Wire mesh shall not be placed within 2 inches of sidewalk edges or isolation joints. The concrete shall be placed 4 inches deep and struck off to a reasonably true grade prior to placing the wire mesh and the final 4 inches of concrete. Wire mesh, if supplied in rolls, shall be cut to the proper size and flattened out prior to placement in the concrete.

K. Cold Weather Concrete:

No Portland Cement Concrete shall be placed when the air temperature is 40° F or below. When, in the opinion of the Engineer, the condition of the weather is such that any concrete which has not been completely cured is liable to become frozen, such concrete shall be protected using suitable blanketing materials approved by the Engineer to prevent freezing of the concrete. During the period of time of such protection, the Contractor shall be responsible for the quality and strength of the concrete placed during cold weather, and any concrete damaged by frost action shall be removed and replaced at the Contractor's expense.

L. Conditions for 8 inch Walks and Ramps

Construction of 8 inch concrete pedestrian ramps shall conform to all provisions of this specification, except as follows:

1. Regardless of the type of pavement of adjacent sidewalks, all pedestrian ramps shall be constructed of Portland Cement Concrete.
2. The final texture of the concrete surface shall be a coarse broom finish, transverse to the slope of the ramp.
3. Ramps shall conform to detail drawings as shown in the plans and shall comply with all applicable laws and regulations governing handicap access to public sidewalks.
4. Ramps shall be a minimum of 5 feet in length.
5. Expansion joint material and dowels shall be placed between 8 inch walks and 5 inch walks.

MEASUREMENT

Measurement for this item will be based on the number of square feet of concrete sidewalks, ramps, and detectable warning strips completed and accepted in place. All items incidental to the sidewalk construction, including excavation, base material, and others described in 265.2 and 265.4 will not be measured for payment but shall be included in the square feet measurement for this item.

PAYMENT

Payment for this item will be based on the contract unit price per Square Foot for 5 inch or 8 inch sidewalks, 8 inch ramps, and detectable warning strips including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified.

PAY ITEM	PAY UNIT
5" Sidewalk	S.F.
8" Sidewalk	S.F.
8" Driveway Ramp	S.F.
8" Pedestrian Ramp	S.F.
Detectable Warning Strips	S.F.

**TECHNICAL SPECIFICATION
LOAMING, SEEDING, HYDROSEEDING, SODDING,
AND EROSION CONTROL MATTING**

SCOPE OF WORK

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to loam, fertilize, seed, mulch, hydro-seed, sod, or install erosion control matting on all areas shown on the drawings or as directed by the Engineer. The work shall consist of providing an accepted uniform stand of established perennial turf grasses, including watering, weed control and mowing. Where loaming, seeding, hydro-seeding, sodding, and/or installing erosion control matting is included in other items, the technical portions of this technical specification shall apply.

MATERIALS

A. Loam

The loam shall comply with the requirements of Form 817, Section M.13.01, except that the loam shall be free from rocks and stones greater than 3/4 inch. Loam shall be delivered unfrozen to the job site. No existing loam taken from the site shall be reused without approval of the Engineer.

B. Fertilizer

Composite commercial fertilizer shall bear the manufacturer's guarantee statement of analysis and meet the minimum requirements of 10% nitrogen, 10% phosphoric acid, 10% potash, with at least 50% of the nitrogen being organically carried.

C. Mulch

Mulch shall comply with the requirements of Form 817, Section M.13.05.

D. Seed

Lawn seed shall be fresh, clean and new crop seed composed of the following varieties, mixed in proportion, and passing tests for the minimum percentages of purity and germination indicated:

	MIX		
	Proportion By Weight Percent	Minimum Purity Percent	Minimum Germination Percent
Perennial Rye Grass	50 parts	98	90
Kentucky Blue Grass	20 parts	85	75
Fine Fescue	30 parts	98	85

E. Sod

The sod shall have a seed mix as recommended by the grower and approved by the Engineer for the specific use of the sod. Sod shall be living sod obtained from a commercial sod farm, and shall be free from noxious weeds, insect infestations, and fungous and bacterial diseases. The sod shall be cut to a minimum depth of one to one and one-half inches. Agricultural Ground Dolomitic Limestone shall conform to Form

817, Section M.13.02. A commercial grade granular fertilizer shall contain 15% nitrogen, 15% phosphoric acid, and 15% potash, with at least 50% of the nitrogen being organically carried. Stakes for pegging, when shown on the plans, shall be wood, approximately 1 inch x 2 inch and of sufficient length to penetrate the sod and the topsoil to a minimum depth of two inches of subsoil.

D. Erosion Control Matting

Erosion control matting shall comply with the requirements of Form 817, Section M.13.09

SUBMITTALS

The following submittals shall be submitted to the Engineer for review and approval prior to installation:

- Gradation test results for loam
- Material certification/test results confirming percentage of organic matter in loam
- Manufacturer's guarantee statement of analysis for fertilizer
- Label from bag and/or manufacturer(s) cut sheet for mulch
- Affidavit and test report for seed mixture
- Manufacturer's guarantee statement for sod
- Manufacturer(s) cut sheet for erosion control matting

CONSTRUCTION METHODS

Prior to spreading loam, the area shall be brought to a uniform grade 4 inches minimum below the finished surface or as indicated on the plans. The subgrade shall be thoroughly pulverized to a depth of at least 3 inches by rototilling, harrowing or by other approved methods. Loam shall be applied in a 4" layer, unless otherwise directed. The Contractor is responsible for a satisfactory catch of grass as herein specified. If required, or as directed by the Engineer, the newly seeded, hydro-seeded or areas with erosion control matting shall be watered by the Contractor, as required, until a uniform stand of grass has been established.

Any sparse areas will be reseeded as required.

The fertilizer shall be applied at the rate of 20 pounds per 1000 square feet. Seeding and hydro-seeding shall only be done from March 15th to June 15th or from August 15th to October 15th. Seeding at other times shall be done only when ordered or approved by the Engineer. Pulverized, dolomitic, agricultural limestone shall be spread at a rate of 46 pounds per 1000 square feet.

A. Seeding

The grass seed shall be applied at the rate of 6 pounds per 1000 square feet. The seeded area shall be mulched with a layer of grass hay or straw at the rate of 10 pounds per 100 square feet, and in lieu of an approved mulch, shall be thoroughly watered each day until satisfactory growth has been established. After establishment of the turf in the Spring, weed control shall be applied per the manufacturer's recommendation. The Contractor is responsible for one mowing at the direction of the Engineer.

B. Fertilizer

Composite commercial fertilizer shall bear the manufacturer's guarantee statement of analysis and meet the minimum requirements of 10% nitrogen, 10% phosphoric acid, 10% potash, with at least 50% of the nitrogen being organically carried.

C. Hydro-seeding

Mulch shall be applied at a rate of 25-40 pounds per 1000 square feet. (40 lbs. per 1000 square feet for slopes greater than 2 to 1). After establishment of the turf in the Spring, weed control shall be applied per the manufacturer's recommendation. The Contractor is responsible for one mowing at the direction of the Engineer.

Fertilizer, seed, and mulch shall be applied using an acceptable hydro-seeding distribution method approved by the Engineer.

D. Sodding

The fertilizer and or lime shall be applied at a rate as per the sod suppliers recommendation. Live sod shall be installed in conformance with Form 817, Section 9.53.03.

E. Erosion Control Matting

Erosion control matting shall be installed in accordance with Form 817, Section 9.50.03.7.

F. Warrantee

The Contractor shall warrantee the work for the one year period following the planting. Any bare areas shall be reestablished by the Contractor at the Contractor's expense.

G. MEASUREMENT

Measurement for this item will be based on the number of square yards of surface area acceptably loamed, seeded, hydro-seeded, sodded, or where erosion control matting has been installed and accepted.

H. PAYMENT

Payment for this item will be based on the contract unit price per Square Yard for Loaming, Loaming & Seeding, Loaming & Hydro-seeding, Loaming & Sodding, and Erosion Control Matting, including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified.

PAY ITEM	PAY UNIT
Loaming	S.Y.
Loaming & Seeding	S.Y.
Loaming & Hydro-seeding	S.Y.
Loaming & Sodding	S.Y.
Erosion Control Matting	S.Y.

TECHNICAL SPECIFICATION PAVEMENT MARKINGS

SCOPE OF WORK

The purpose of this technical specification is for the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to install epoxy resin pavement markings, including centerlines, lane lines, shoulder lines, stop bars, crosswalks, parking stalls, lane arrows, symbols, and legends in accordance with the details shown on the plans, or as directed by the Engineer.

MATERIALS

Materials for this work shall conform to the requirements of Form 817, Section M.07.22.

SUBMITTALS

The following submittals shall be submitted to the Engineer for review and approval prior to installation:

- Material certifications for all epoxy resin pavement markings

CONSTRUCTION METHODS

The construction methods including equipment, application procedures, performance, and warranty shall conform to the requirements of Form 817, Section 12.10.03.

Crosswalks and Raised Crosswalks: Only glass beads conforming to the requirements of Grading "A" (smaller beads) shall be applied at a rate of 25 pounds per gallon of epoxy pavement making material.

Line striping shall not be applied to structures within the roadway. This includes catch basin tops, manholes covers, and all other movable/repositionable objects.

MEASUREMENT

Measurement for the centerlines, lane lines, shoulder lines, stop bars, and parking stalls will be based on the actual number of linear feet for each color and width completed and accepted in place. Crosswalks, lane arrows, symbols, and legends will be based on the actual number of square feet completed and accepted in place.

PAYMENT

Payment will be based on the contract unit price per Linear Foot for centerlines, lane lines, shoulder lines, stop bars, and parking stalls. Payment will be based on the contract unit price per Square Foot for crosswalks, lane arrows, symbols, and legends. Payment for these items includes all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified.

PAY ITEM	PAY UNIT
Epoxy Resin Pavement Marking (Width) (Color)	L.F.
Epoxy Resin Symbols and Legends	S.F.

TECHNICAL SPECIFICATION MAINTENANCE AND PROTECTION OF TRAFFIC

SCOPE OF WORK

This technical specification shall include identifying safety hazards and then furnishing all necessary labor, materials, testing, submittals, tools, and equipment including, but not limited, to signs, barricades, traffic drums, cones, flashers, construction fencing, flaggers, warning devices, temporary pavement markings, delineators, etc., to control vehicular and pedestrian traffic through and adjacent to the project area. These measures and actions shall safely maintain the accessibility of public and construction traffic by preventing potential construction hazards. This work shall also include all costs associated with the erecting, maintaining, moving, adjusting, cleaning, relocating, and storing the aforementioned materials as is necessary to ensure safe movement of vehicular and pedestrian traffic throughout the project area.

The Contractor may request that the Town approve the detouring of traffic around the construction area if it is in the best interest of public safety and the Town. Detouring shall be limited to normal construction hours and two way traffic patterns shall be re-established at the end of each work day.

Working hours are specified in the Special Conditions of the Contract Documents.

MATERIALS

All materials under this item including any warning devices, such as signs, barricades, flashers, cones, drums, vests, paddle signs, delineators, and other incidentals necessary to protect the work area and maintain vehicular and pedestrian traffic through and adjacent to the project area shall be in accordance with the Manual of Uniform Traffic Control Devices, as amended, or as approved by the Engineer.

SUBMITTALS

The following submittals shall be submitted to the Engineer for review and approval prior to installation:

- Material certifications for all cones, drums, and barricades

TRAFFIC CONTROL

The Contractor shall keep the roadway under construction open to vehicular and pedestrian traffic for the full length of the project. Traffic is to be maintained on one section of existing pavement, proposed pavement, or a combination thereof. Alternating one way traffic may be utilized and limited to a maximum length of 500 feet during construction hours. Lane width for alternating one-way traffic shall be kept to a minimum width of 10 feet, or as directed by the Engineer. A sufficient number of travel ways and pedestrian pass-ways shall be provided to move that traffic ordinarily using the roadway. The travel lanes and pedestrian pass-ways shall be drained and kept reasonably smooth, and in a suitable condition at all times in order to provide minimum interference to traffic consistent with the prosecution of the work. Suitable ingress and egress shall be provided at all times where required for all intersections, driveways, and for all abutting properties having legal access.

Traffic patterns shall conform to the Connecticut Department of Transportation Special Provision Item 0971001A - Traffic Control Plans & Typical Materials.

For such instances where detouring is unavoidable, the Contractor shall provide the Engineer a proposed detour route that will be subject to the Town's approval prior to the beginning of construction activities. For any instance when the Contractor proposes to detour traffic, the Engineer shall be provided a minimum of 72 hours' notice. The right to detour traffic is not implied and the decision to do so will be the sole responsibility of the Town.

Where flashers or other warning devices are used, all signs shall be erected and placed in accordance with the Manual of Uniform Traffic Control Devices, as amended.

The Contractor shall furnish a sufficient number of traffic control devices such as signs, barricades, traffic drums, cones, flashers, construction fencing, flaggers, warning devices, temporary pavement markings, and delineators to forewarn traffic of the impending construction and to guide the traveling public through the construction safely.

All signs in any one signing pattern shall be mounted the same height above the roadway. The Contractor shall keep all signs in proper position, clean, and legible at all times. Care shall be taken so that weeds, shrubbery, construction materials, equipment, and soil are not allowed to obscure any sign, light, or barricade. Signs that do not apply to construction conditions should be removed or adjusted so that the legend is not visible to approaching traffic.

Snow removal and correction of icy conditions that prohibit or impede traffic within the roadway, other than those resulting from the Contractor's operations, will remain an obligation of the Town.

All proposed construction area traffic control is subject to the review and approval by the Engineer, or Canton Police Department. If the traffic control is deemed unacceptable or hazardous, construction operations may be suspended until the Contractor corrects the traffic control issue. The construction suspension shall be at the Contractor's expense.

Emergency Situations

The Contractor shall provide the Town of Canton with the names, addresses, and telephone numbers of at least two employees residing in the Canton area who will be responsible and in charge and may be contacted in case of necessary or emergency work.

MEASUREMENT

Measurement for this item will be based on a lump sum basis to perform all the work described above. Should the project be increased in scope due to construction changes beyond the above requirements, the Contractor can claim additional compensation as extra work at that time. Likewise, any reduction in the scope of work, the Town will request a suitable credit for work not performed.

PAYMENT

Payment for this item will be based on the contract Lump Sum price including all labor, materials, testing, submittals, tools, and equipment necessary to perform the work. **This price shall not include any costs associated with acquiring the services of Town Police Officers. (These services, if required, will be coordinated by the Contractor,**

but paid directly by the Town.) Partial payments for this item will be made based on the percentage completion of the overall work. If called upon to do emergency work, or to repair damage caused by natural or manmade disasters, such emergency work shall be considered as extra work for which the Contractor can claim reimbursement for reasonable expenses. Should the Contractor fail to perform any of the work required under this technical specification, the Town of Windsor may perform or arrange for others to perform such work. In such cases, the Town will deduct from money due or to become due the Contractor, all expenses connected therewith.

PAY ITEM	PAY UNIT
Maintenance and Protection of Traffic	L.S.

**TECHNICAL SPECIFICATION 305
CATCH BASINS, DRAINAGE MANHOLES, AND YARD DRAINS**

SCOPE OF WORK

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to construct, alter, reconstruct, reset, convert and/or replace catch basins, drainage manholes, yard drains, inlets or such existing structures, in accordance with the plans, detail drawings, specifications or as directed by the Engineer. This work shall include excavation, saw-cutting, removal and disposal of unsuitable material (which shall include existing manhole or catch basin structures), any necessary base material, suitable backfill material, dewatering, frames, grates, tops and covers, cleaning and incidentals necessary to complete the work as specified or as directed.

MATERIALS

Materials for this work shall conform to the applicable provisions of Form 817, Section 5.07.02. Red brick is not to be used. Ladder rungs shall conform to AASHTO M 199 (ASTM C478).

Processed aggregate shall be medium gradation conforming to Technical Specification 210 – “Processed Aggregate Base”.

Yard drain grates shall be Campbell Foundry R-918 or equivalent, as approved by the Engineer.

SUBMITTALS

The following submittals shall be submitted to the Engineer for review and approval prior to installation:

- Material certifications for all pre-cast concrete
- Material certifications for all metal components
- Gradation test results for processed aggregate base

CONSTRUCTION METHODS

Drainage structures shall be built in accordance with Form 817, Section 5.07.03 and as specified herein or as shown on the plans.

A. Catch basins, Manholes, and Yard Drains - General

Ends of all pipes shall extend to and be cut flush with inside face of structures. The edges of pipes shall be mortared to cover the reinforcing.

Ladder rungs shall be installed in all catch basins and manholes when the depth of the structure from the top of the frame to the lowest flow line exceeds 4 feet. Ladder rungs shall be spaced a maximum of eighteen (18) inches apart, in straight alignment and firmly cemented into the structure walls.

Where precast sump units or slabs are used, the Contractor shall prepare and level the base with a minimum depth of 8 inches of processed aggregate per Technical Specification 210-Processed Aggregate Base.

Sump depths for catch basins are normally 2 feet but shall be increased to 4 feet when catch basins outlet to a drywell, and infiltrator system, or when directed by the Engineer.

Poured in-place concrete floor slabs shall be a minimum of 6 inches thick and shall be installed on leveled, compacted undisturbed soil. In case of over-excavation, compacted processed aggregate shall be used to bring the elevation to the bottom of the slab.

Backfill with suitable material approved by the Engineer.

The Contractor shall achieve a minimum compaction density of 95% of the dry density achieved by ASHTO T180, Method D. Water may be used in combination with mechanical methods on lifts which shall not exceed 12 inches. During compaction, care should be taken to avoid damaging the structure.

Frames shall be set to finished grade when constructed. If adjacent paving is not completed prior to winter, asphalt shims shall be installed as directed by the Engineer.

The interior floors and sumps shall be cleaned prior to acceptance.

B. Precast Units

All precast concrete products must have the casting date clearly labeled on each product. No precast concrete product shall be delivered to the site within the 7 day period following the casting date.

All weakened areas or knockouts that are not used shall be bricked and mortared to maintain design wall thickness.

Riser sections shall have sealed connections as recommended by the manufacturer and approved by the Engineer. Precast sections shall contain knockouts or weakened wall sections only at the required locations for pipes.

The exterior joints of precast catch basins shall be wrapped with geotextile covering at least 12 inches on both sides of the joint.

C. Concrete Masonry Units

Where concrete masonry units are used, corbelling will be allowed at a maximum of one inch per course on the last 3 courses. On Type C basins, only the front and side walls shall be corbelled. The top course of masonry block shall be turned 90 degrees on the front and side walls only. (On Type CL basins, all 4 sides shall be corbelled and the top course shall be turned 90 degrees).

When the total exterior depth of the catch basin exceeds 10 feet, the wall thickness shall be increased to 12 inches.

The exterior of all concrete masonry catch basins and manholes shall be wrapped with geotextile. All fabric joints shall be overlapped 6" minimum. Backfill shall only be accomplished after inspection and approval of the structure and connectors by the Engineer.

All masonry units and metal fittings for catch basins, manholes and inlets shall be set in a full ½ inch minimum bed of mortar.

In sandy soils, and prior to geotextile application, the portion of the walls between the floor and the elevation of the invert of the outlet pipe shall be coated with damp-proofing material in accordance with the requirements of Form 817, Section 7.08.

D. Sanitary Manholes

All work performed on sanitary manholes will be in conformance with the technical specifications of the Metropolitan District Commission (MDC). Any materials furnished by MDC shall be picked up by the Contractor at 125 Maxim Road, Hartford, CT or at other locations designated by MDC.

MEASUREMENT

Measurement for this item will be based on the actual number of catch basins, manholes or inlets, constructed or reconstructed, altered or converted as shown on the plans, or as ordered by the Engineer.

PAYMENT

Payment for these items will be based on the unit price for Each structure completed and accepted in place, including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified.

PAY ITEM	PAY UNIT
(Type) Catch Basin	EA.
(Type) Catch Basin Over 10' Deep	EA.
(Type) Manhole	EA.
(Type) Manhole Over 10' Deep	EA.
Reset Catch Basin Top	EA.
Reset Manhole Top	EA.
Convert Catch Basin to (Type) Catch Basin	EA.
Convert Catch Basin to Manhole	EA.
Convert Manhole to (Type) Catch Basin	EA.
Replace (Type) Catch Basin Grate & Top	EA.
Replace Manhole Frame & Cover	EA.
Install Catch Basin or Manhole Riser	EA.
Yard Drain	EA.

BID PROPOSAL

Canton Village Road Safety Improvements

To: Robert Skinner
Chief Administrative Officer
Town of Canton
4 Market Street, P.O. Box 168
Collinsville, CT 06022-0168

Proposal of:

Contractor Name:

Street Address:

City, State, Zip Code

The undersigned further declares that he has carefully examined the site of the work, the information for bidders, specifications, drawings and form of contract and will contract to provide all necessary tools, apparatus and implements, freight, cartage and expense, and to do all work and furnish all the materials necessary to construct the proposed work named on the title page in the manner and upon the conditions specified, in accordance with First Class work of this type, and upon the terms which follow herein.

But it is understood and agreed that the prices bid for unit quantities of work in the following items shall control in any contract awarded hereon; that the quantities used are approximate only, being estimated solely for use in comparing bids; and that the following products obtained by multiplying the unit prices bid by the estimated quantities, and the total of those prices are inserted only for the purpose of checking this proposal and for the convenience of the bidder. In the case of error or discrepancies, unit prices govern and written words take precedence over figures.

No bids may be withdrawn for a period of 60 days after the opening of bids without the approval and written consent of the Chief Administrative Officer. If no award has been made within 60 days after the opening of bids, the bid may be withdrawn upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

And the undersigned agrees to furnish satisfactory performance and payment bonds with surety, and to execute and deliver, within five days after the notice of the award, a formal contract with the Town of Canton for the fulfillment of this proposal; and it is agreed, in case of failure or neglect on the part of the undersigned to do so, the Town may determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and at the Town's option the amount of the bond or check accompanying the proposal shall be forfeited to the Town of Canton, or shall be returned to the bidder in whole or in part.

The undersigned further declares that the bidder is:

a. A CORPORATION organized under the laws of the State of having its principal office at _____.

The principal officers of said corporation with their respective titles and address are as follows:

b. A PARTNERSHIP consisting of the following individuals (with their addresses).

c. An INDIVIDUAL, by the name of _____ and doing business as _____.

The bidder is required to state below what work of a similar character to that included in the proposed contract he has done and give reference that will enable the Town to judge his experience, skill and business standing.

The bidder is required to give a brief description of the plant and general methods proposed for carrying on the work indicating there in whether the plant and equipment are owned or to be hired by the bidder.

BID PRICES

INSTRUCTIONS: Bidder is to write his unit bid price or lump sum price, as applicable, in words in the blank spaces provided at the end of the description, write his unit bid price in figures under UNIT PRICE and write his total amount for the item under AMOUNT.

The Bidder is advised that the description is only a summary. The unit price or lump sum bid shall include all of the items as specified in detail in the contract document. In case of discrepancies between amounts shown in words and amount shown in figures, BIDDER agrees that amounts shown in words will govern.

Mr. Robert Skinner
Chief Administrative Officer
Town of Canton, Town Hall
4 Market St.
Canton, CT 06022

Having carefully examined the Specifications, including the Information for Bidders, General Conditions, Special Conditions, Technical Provisions and Drawings for the various categories of work, the undersigned hereby proposes to complete the below listed work for the lump sum and unit prices for the work in place for the following items and quantities listed under each category of work. In case of discrepancy, the amount shown in words will govern.

The Town of Canton reserves the right to eliminate from the contract any of the Bid Items of work shown on the bid form in the event it deems it to be in the best interest of the Town. Items with quantities bid as non-lump sum will be paid at the unit bid price submitted whether or not the quantity used differs from the Estimated Quantity by any amount, significant or otherwise.

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
1	L. S.	CLEARING & GRUBBING Lump Sum	
		_____ dollars	
		and _____ cents	_____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
2	3500 L.F.	FILTER FABRIC FENCE FOR EROSION COTROL Per Linear Foot	
		_____ dollars	
		and _____ cents	_____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
3	10 C. Y.	EXCAVATION, PLACEMENT & DISPOSAL OF SURPLUS MATERIAL Per Cubic Yard	

_____ dollars
and _____ cents _____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
4	33 EA.	SILT SACKS AT CATCH BASINS Per Each	

_____ dollars
and _____ cents _____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
5	430 S. Y.	BITUMINOUS CONCRETE PAVING Per Square Yard	

_____ dollars
and _____ cents _____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
6	60 L. F.	BITUMINOUS CONCRETE LIP CURBING Per Linear Foot	

_____ dollars
and _____ cents _____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
7	2 EA.	ADJUST EXISTING FRAME & COVER Per Each	

_____ dollars
and _____ cents _____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
8	16,800 S.F.	5" CONCRETE SIDEWALK Per Square Foot	

_____ dollars

and _____ cents

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
9	2,400 S.F.	8" CONCRETE SIDEWALK Per Square Foot	

_____ dollars

and _____ cents

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
10	530 S.F.	8" CONCRETE PEDESTRIAN RAMP Per Square Foot	

_____ dollars

and _____ cents

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
11	70 S.F.	DETECTABLE WARNING STRIPS Per Square Foot	

_____ dollars

and _____ cents

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
12	950 S.Y.	LOAMING & SEEDING Per Square Yard	

_____ dollars

and _____ cents

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
13	2 EA.	SOLAR RRFB CROSSWALK SYSTEM Per Each	

_____ dollars
and _____ cents _____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
14	600 L.F.	EXPOXY PAVEMENT MARKINGS-CROSWALKS Per Linear Foot	

_____ dollars
and _____ cents _____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
15	1 L.S.	RELOCATE EXISTING RRFB UNIT & BASE Lump Sum	

_____ dollars
and _____ cents _____

<u>Bid Item</u>	<u>Estimated Quantity</u>	<u>Item & Unit</u>	<u>Computed Total</u>
16	1 L.S.	MAINTENANCE & PROTECTION OF TRAFFIC & FLAGPERSON Lump Sum	

_____ dollars
and _____ cents _____

Total Items 1 -16 _____

BIDDER: _____

ADDRESS: _____

PHONE: _____

SIGNED: _____

PRINTED: _____

TITLE: _____

DATE: _____

Any bid item in which the prices are obviously unbalanced may be rejected.

The following addenda for this contract were received:

<u>Addendum Number</u>	<u>Date</u>
------------------------	-------------

_____	_____
_____	_____
_____	_____

Dated at _____, _____
(Town) (State)

This _____ day of _____, 2015

Signed _____
(Bidder)

By: _____

Business Address:

NOTE:

Bidder is reminded that in addition to completing and signing the above proposal and bid form, he/she shall also complete and return with the bid:

- **Non-Collusion Affidavit**
- **Legal Status Form**
- **Bidder Qualifications**
- **Nondiscrimination Certification – Affidavit**

Town of Canton
Bidder's NON-COLLUSION Affidavit
RE: CANTON VILLAGE ROAD SAFETY IMPROVEMENT PROJECT
CONTRACT #2020-2

The undersigned bidder, having fully informed himself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The bid is genuine; it is not a collusive or sham bid;
- (2) The bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) The bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) No elected or appointed official or other officer or employee of the Town of Canton is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Canton to consider its bid and make an award in accordance therewith.

Legal Name of Bidder

(signature)

Bidder's Representative, Duly
Authorized

Name of Bidder's Authorized
Representative

Title of Bidder's Authorized
Representative

Date

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

Notary Public

(Acknowledgement if a Corporation)

State of Connecticut)
) ss:
County of _____)

On this the _____ day of _____, 20__ before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed her/his name thereto by like order.

(Notary Seal)

Commissioner of the Superior Court
Notary Public
My commission expires:

(Acknowledgement of a Partnership)

State of Connecticut)
) ss:
County of Hartford)

On this the _____ day of _____, 20__ before me personally came and appeared _____ to me known, and known to me to be a partner of the partnership described in and which executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for a free act of said partnership.

(Notary Seal)

Commissioner of the Superior Court
Notary Public
My commission expires:

(Acknowledgement of a Proprietorship)

State of Connecticut)
) ss:
County of Hartford)

On this the _____ day of _____, 20__ before me personally came and appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

(Notary Seal)

Commissioner of the Superior Court
Notary Public
My commission expires:

TOWN OF CANTON, CONNECTICUT

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name

Mailing Address

Owner's Full Legal Name

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name

Mailing Address

State in which Legally Organized

State Business ID #

Current Officers

President

Secretary

Chief Financial Officer

Vice President

Treasurer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes

_____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # _____

Current Manager(s) and Members

Name & Title (if any)

Address

Name & Title (if any)

Address

Name & Title (if any)

Address

Name & Title (if any)

Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Bidder's Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # (if applicable) _____

Current Partners

Name & Title (if any)

Address

Name & Title (if any)

Address

Name & Title (if any)

Address

Name & Title (if any)

Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print) Name and Title of Bidder's Authorized Representative

(Signature) Bidder's Representative, Duly
Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

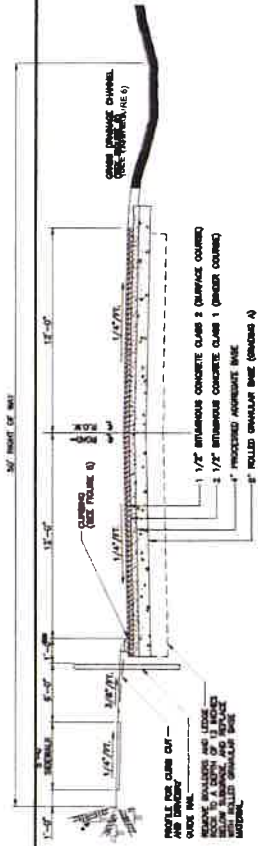
STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

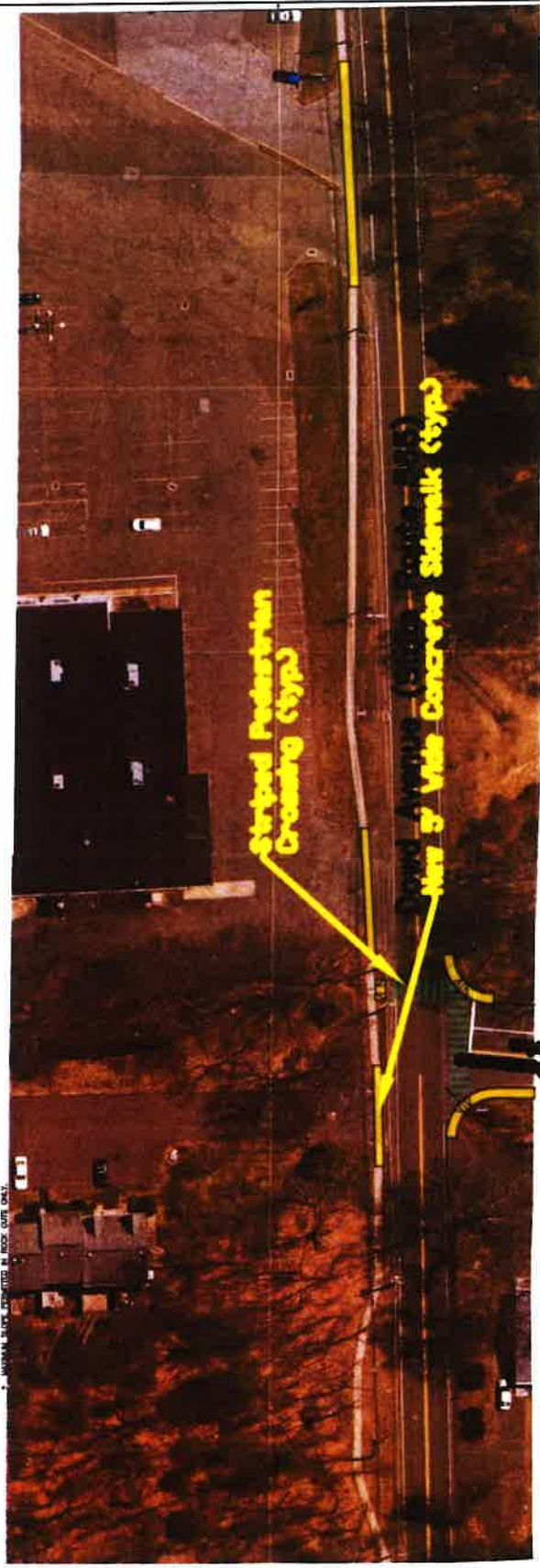
1. Bidder's full legal name:
2. Permanent main office address:
3. Contact person for this Invitation:
4. Phone and fax numbers and e-mail address of the contact person during normal business hours:
5. Date of organization:
6. Date of incorporation, if applicable:
7. Number of years bidder has been engaged in business under present firm or trade name:
8. Contracts on hand (dollar value, anticipated completion date):
9. General character or type of work performed by the bidder:
10. Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:
11. Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:
12. List contracts of a similar nature (size, type, and complexity) completed successfully by the bidder within the last five (5) years. List the other contracting party, the value of the contract, and the year completed.
13. List the equipment that will be available for the work described in this Invitation.

14. How many years of experience does the bidder have in work of similar size, type, and complexity to the Work of this Invitation?
15. Describe the background and experience of each individual person listed in the Bidder's Legal Status Disclosure:
16. Provide the name of the bidder's bank or other financial institution, contact person, phone number, address, and state the bidder's available credit:
17. If necessary for the Town to determine an award of contract, will the bidder provide a detailed financial statement?
18. List all legal disputes (mediation, arbitration or litigation) that the bidder or any predecessor in interest has been involved with in the last five (5) years, the nature of the dispute, the adverse party and the result.

PROJECT DRAWINGS, STANDARD DETAILS, CTDOT APPENDIX "E"



(TYPICAL HALF SECTION WHERE NETTED SUBGRANULAR FILL CURB ARE REQUIRED)



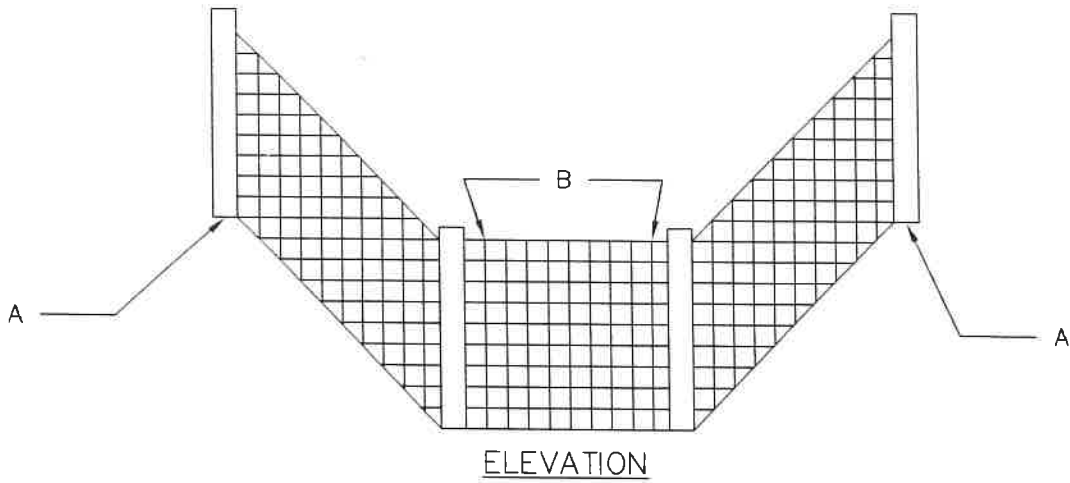
(TYPICAL HALF SECTION WHERE NETTED SUBGRANULAR FILL CURB ARE REQUIRED)

Dowd Avenue & Commerce Drive, et.al.
Sidewalks & Streetscape Project
Canton, Connecticut

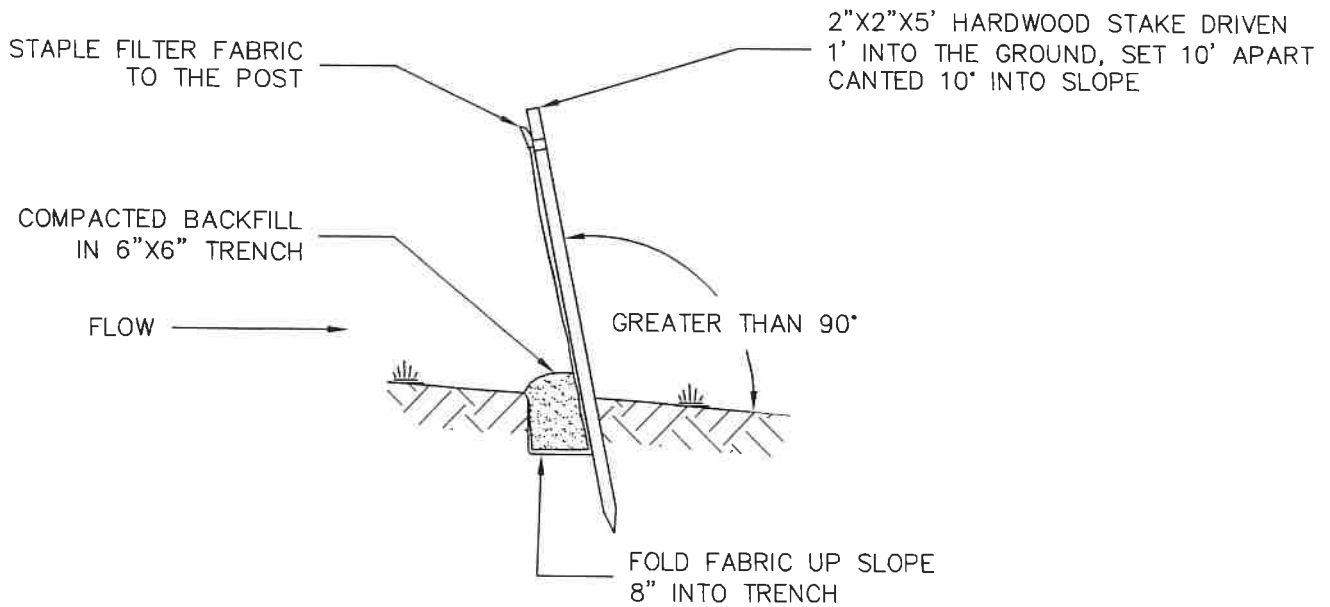
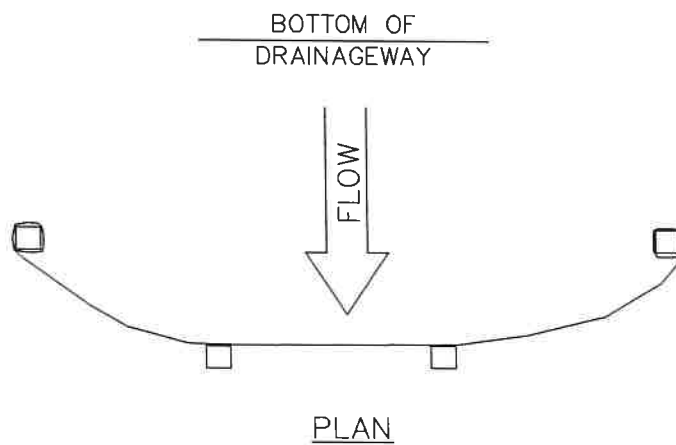
0 50 Scale

Date: May 22, 2019
Sheet 3 of 7

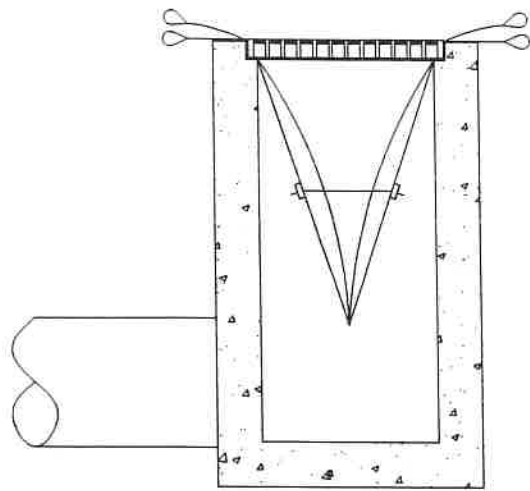




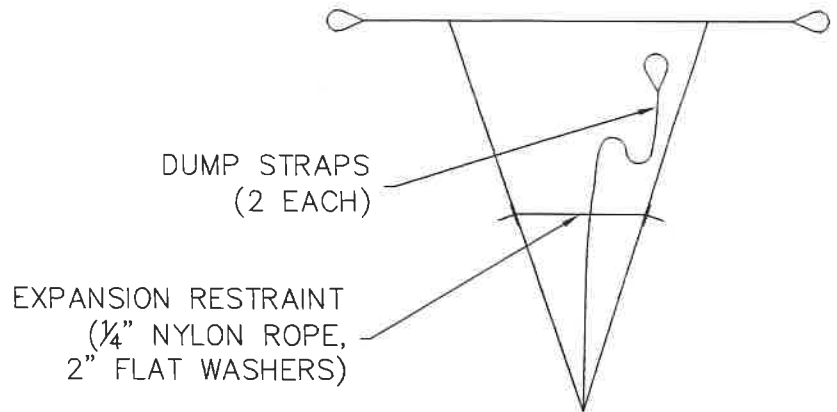
POINTS 'A' SHOULD BE HIGHER THAN POINTS 'B' IF SLOPE DICTATES



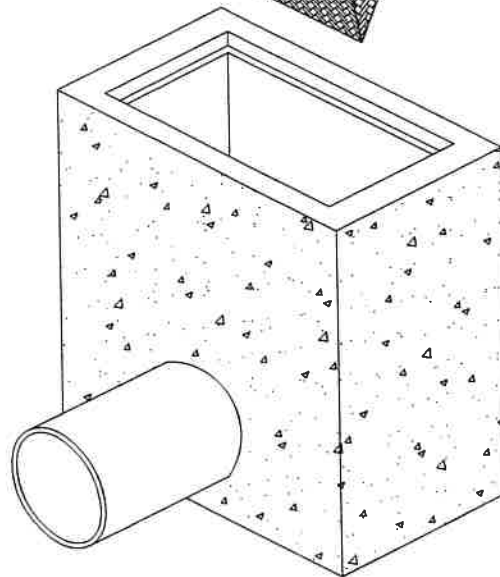
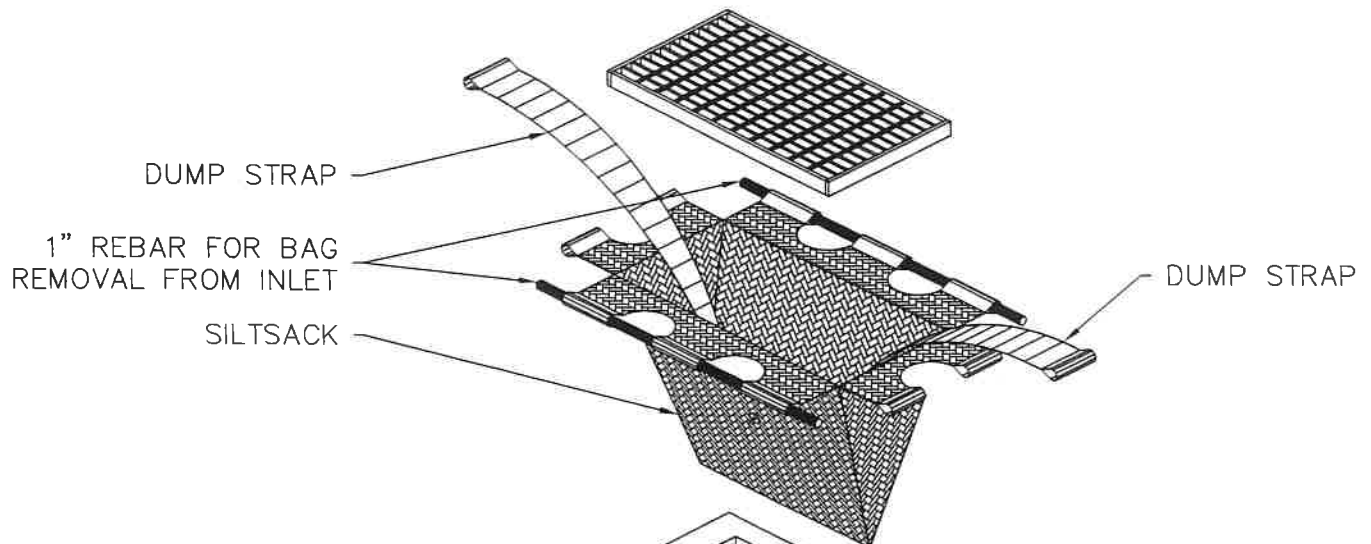
FILTER FABRIC FENCE
FOR EROSION CONTROL



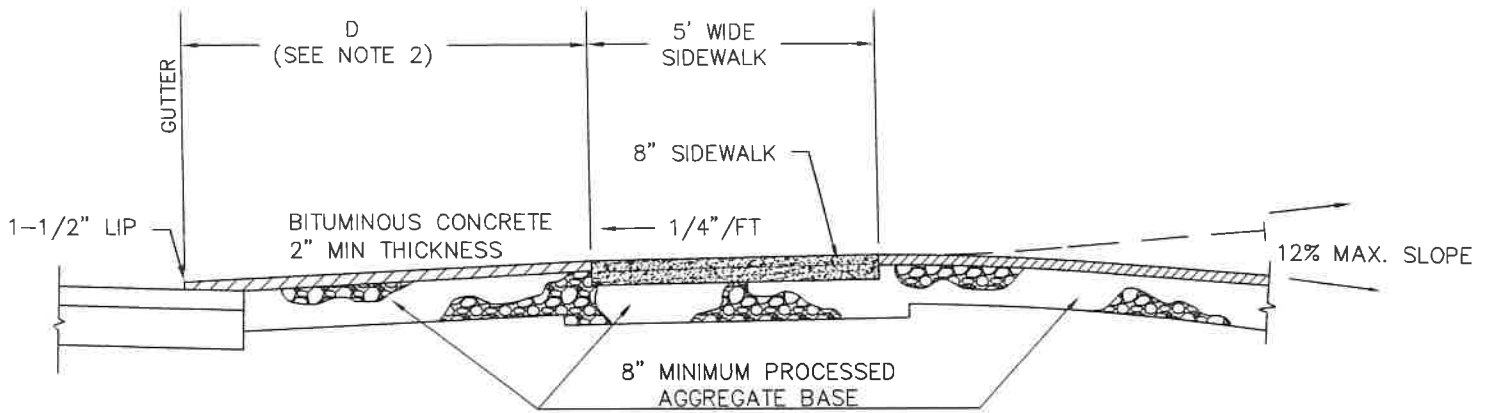
INSTALLATION DETAIL



BAG DETAIL



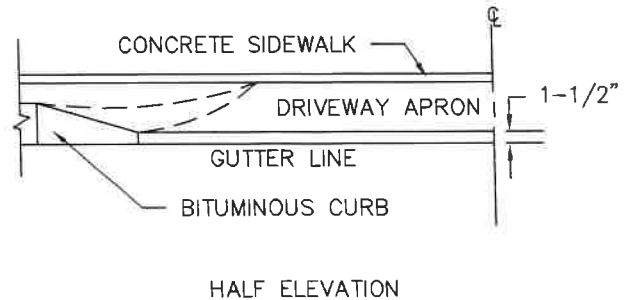
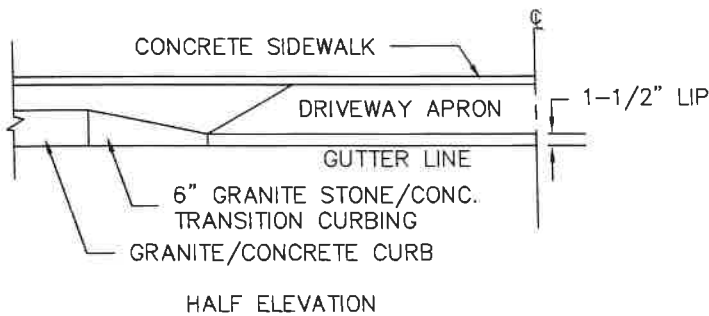
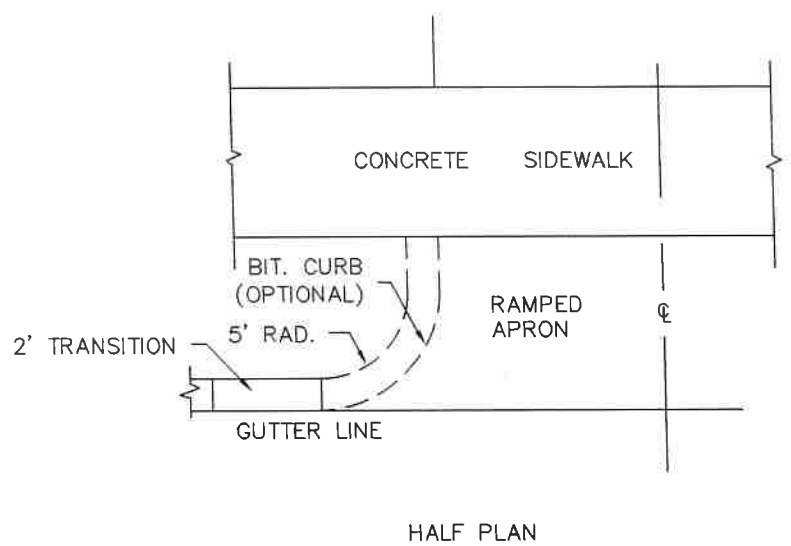
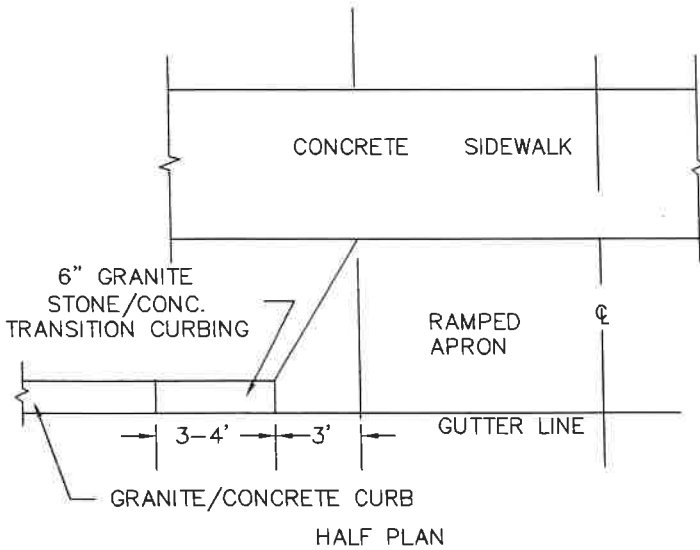
SILTSACK
AT CATCH BASIN



BITUMINOUS DRIVEWAY SECTION (RESIDENTIAL)

NOTES:

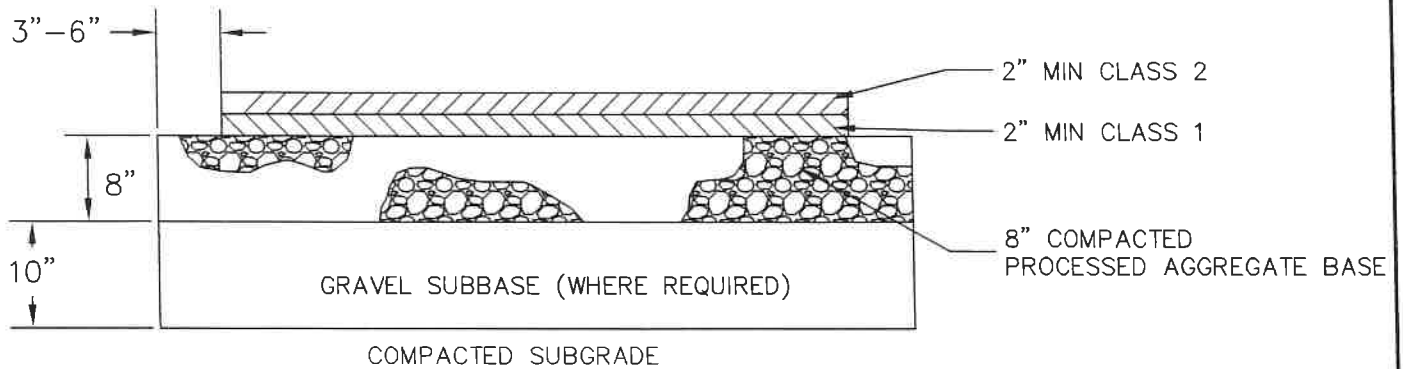
1. ALL CURBING SHALL BE TRANSITIONED PER THE FOLLOWING LENGTHS TO MEET DRIVEWAYS:
 GRANITE AND CONCRETE CURB, 3' AND 4' TRANSITION SECTION
 BITUMINOUS CURB, 2' TRANSITION SECTION.
2. WHERE SNOW SHELF IS 5' OR GREATER, THE ELEVATION AT FRONT OF SIDEWALK EQUALS GUTTER ELEVATION + 6" + (D X 0.04). WHERE SNOW SHELF IS LESS THAN 5' THE SIDEWALK ELEVATION SHALL BE APPROVED BY THE ENGINEER.
3. FROM THE FRONT EDGE OF THE SIDEWALK, DRIVEWAY APRONS SHALL BE FLARED 3' AT THE GUTTER ON BOTH SIDES TO MEET THE CURB TRANSITION.



BITUMINOUS CONCRETE DRIVEWAY APRON
 ABUTTING GRANITE OR CONCRETE CURB

BITUMINOUS CONCRETE DRIVEWAY APRON
 ABUTTING BITUMINOUS CONCRETE CURB

BITUMINOUS CONCRETE
 RESIDENTIAL DRIVEWAY

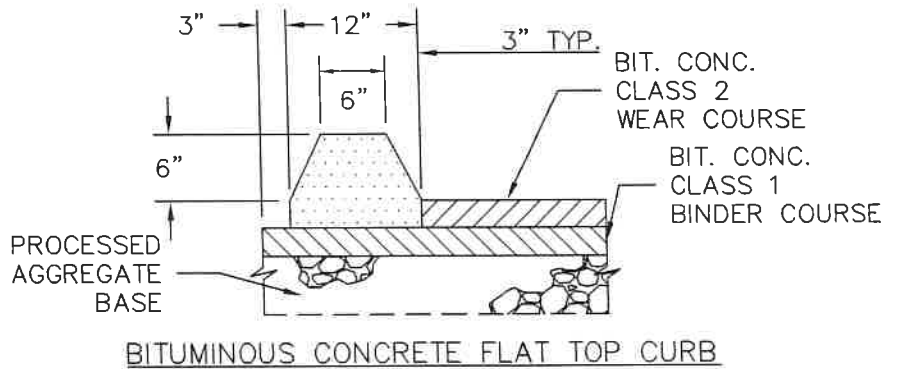
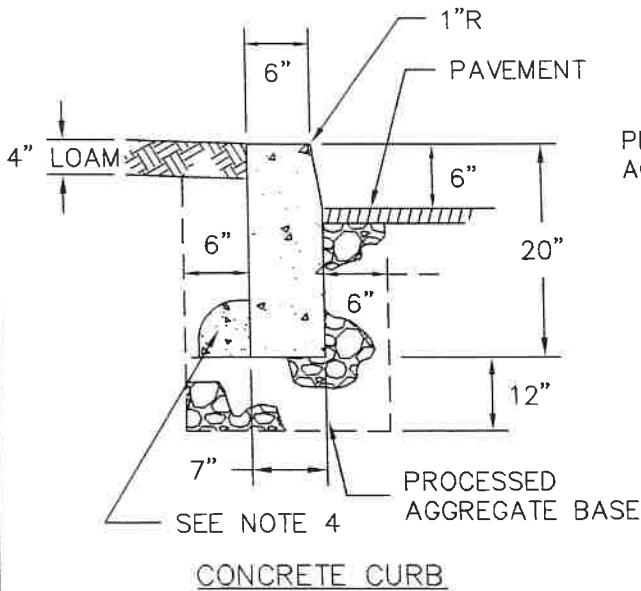
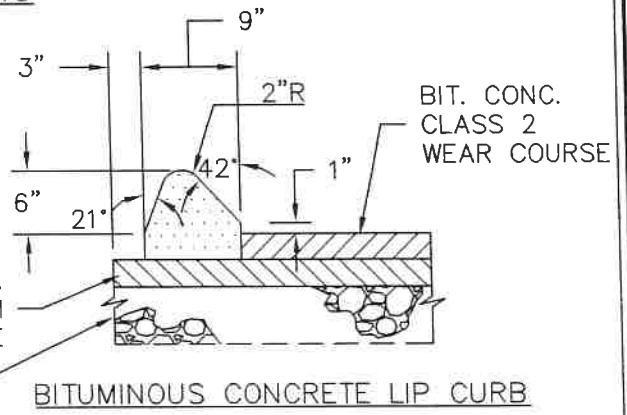
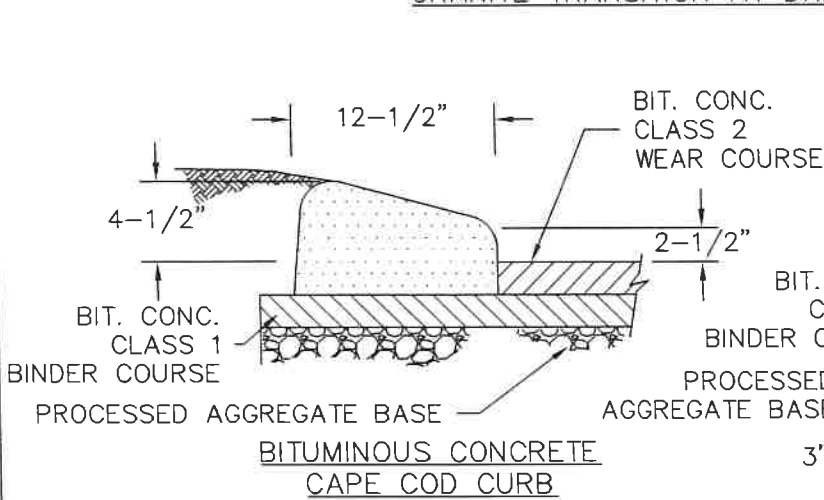
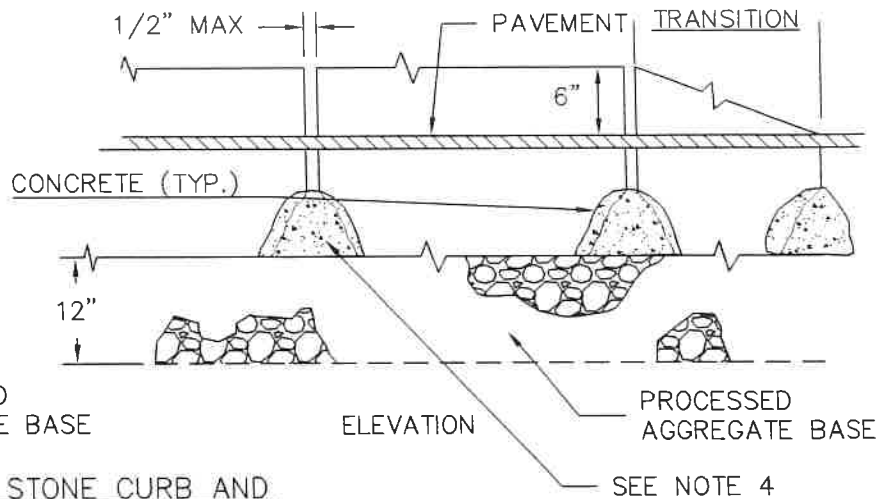
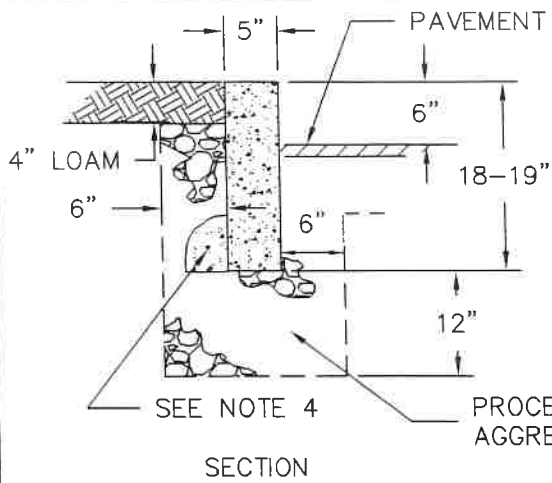


NOTES:

1. CONSTRUCTION SHALL BE EXCAVATED OR FILLED 12 INCHES BELOW FINISHED GRADE AND EXTEND 6 INCHES MINIMUM BEYOND THE OUTSIDE EDGES OF THE PAVED AREAS OR 3 INCHES BEYOND CURBING (IF CURBING IS INSTALLED).
2. SUBBASE SHALL BE PROPERLY GRADED TO FORM A UNIFORM BASE.
3. BASE SHALL BE A MINIMUM 8 INCHES OF PROCESSED AGGREGATE BASE AND SHALL BE COMPACTED IN 4-INCH LIFTS UTILIZING A ROLLER WEIGHING A MINIMUM OF 10,000 POUNDS.
4. BITUMINOUS CONCRETE SHALL BE PLACED AND COMPACTED IN 2-INCH LIFTS TO THE REQUIRED DEPTH (4 INCHES MINIMUM) USING A ROLLER WEIGHTING A MINIMUM 10,000 POUNDS WITH NO COLD JOINTS.
5. AT ANY POINT WHERE A NEW PAVEMENT WILL MATCH EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE SAWCUT VERTICALLY TO A SMOOTH EDGE AND A TACK COAT APPLIED. AFTER PLACEMENT OF THE PAVEMENT, THE JOINT SHALL BE SEALED WITH A HOT ASPHALT MATERIAL, AC-20 OR APPROVED EQUIVALENT.
6. TACK COAT SHOULD BE APPLIED BETWEEN LIFTS TO ALL VERTICAL JOINTS AND ON ALL SURFACES THAT HAVE BEEN IN PLACE FOR LONGER THAN 72 HOURS.

BITUMINOUS CONCRETE
 COMMERCIAL PARKING AREAS
 AND DRIVES

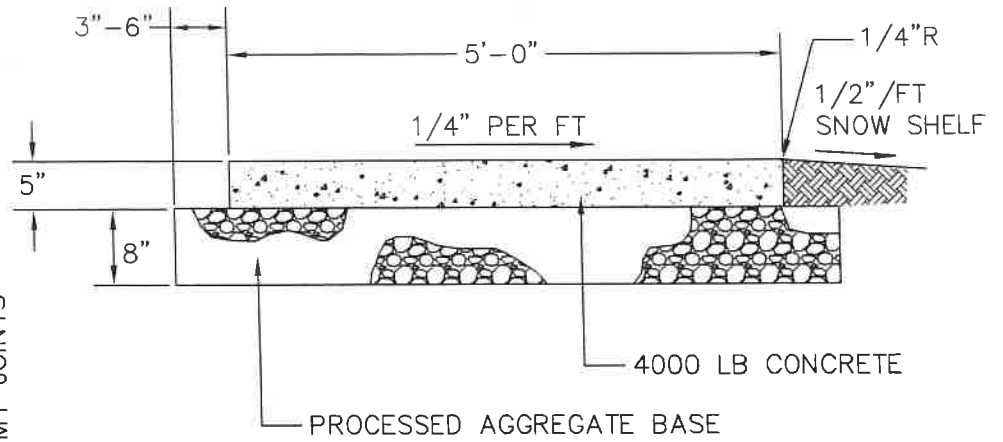
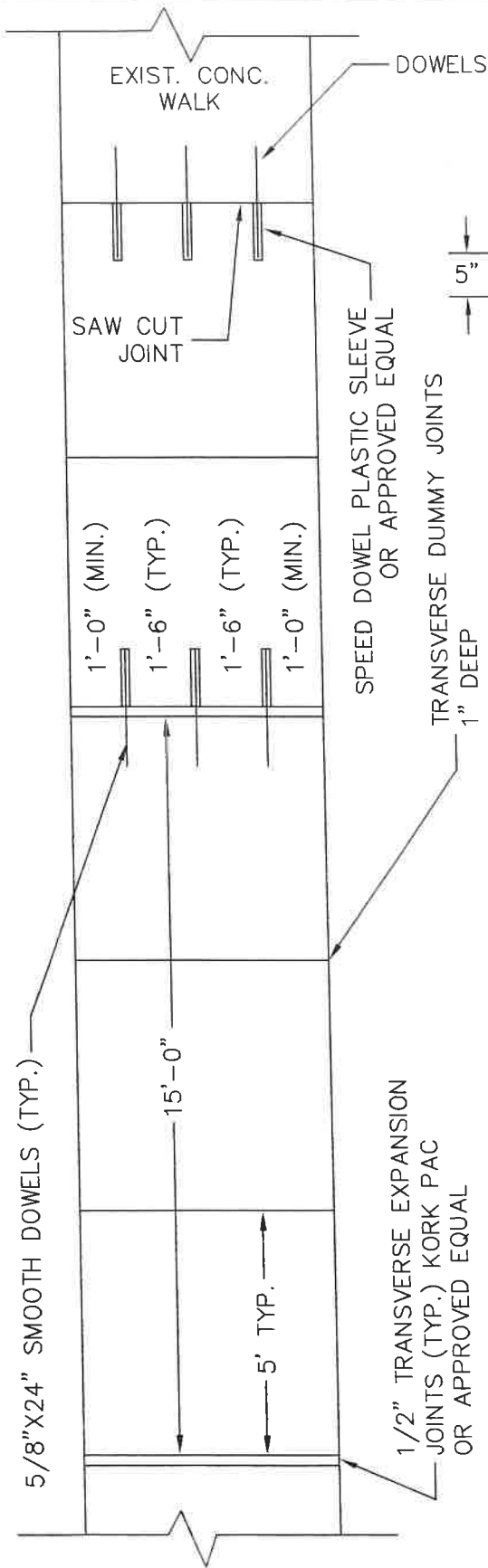
GRANITE STONE CURB AND
GRANITE TRANSITION AT DRIVEWAYS



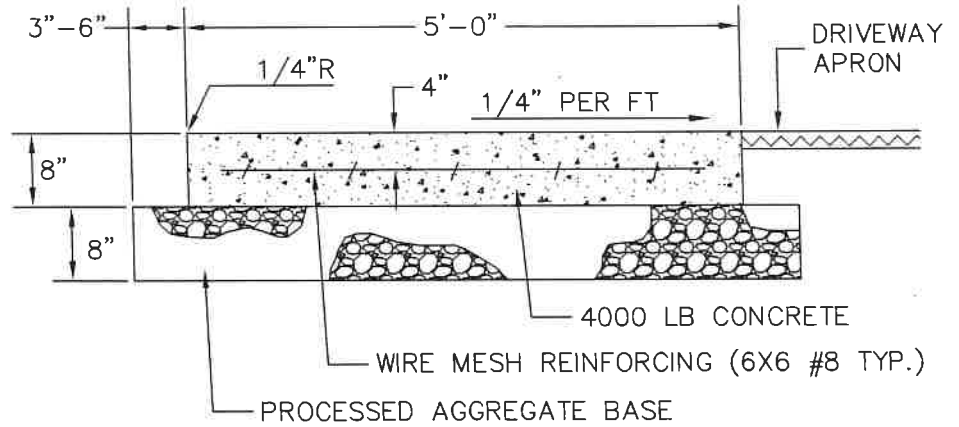
NOTES:

1. MIN. LENGTH OF GRANITE CURB SHALL BE 4'-0".
2. GRANITE CURB FINISH SHALL BE SAWN TOP & SPLIT FACE JOINTED.
3. GRANITE CURB WITH A RADIUS OF 100' OR LESS SHALL BE BUILT OF CURVED GRANITE CURB.
4. CLASS "C" CONCRETE SHALL BE PROVIDED AS BACK SUPPORT TO FILL JOINT OPENING OF GRANITE AND CONCRETE CURBING AND AS BACK SUPPORT THROUGHOUT CURVED GRANITE AND CONCRETE CURBING, AS SHOWN.
5. A TACK COAT SHALL BE USED UNDER ALL BITUMINOUS CONCRETE CURBING.
6. MORTAR SHALL BE USED IN ALL JOINTS FOR CONCRETE AND GRANITE CURBING.

CURB TYPES



TYPICAL SECTION
5" CONCRETE SIDEWALK

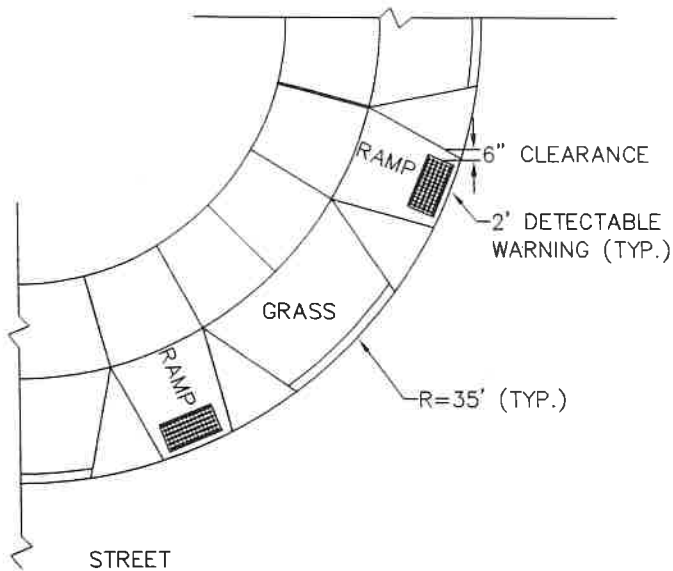


TYPICAL SECTION
8" CONCRETE SIDEWALK
(DRIVEWAY)

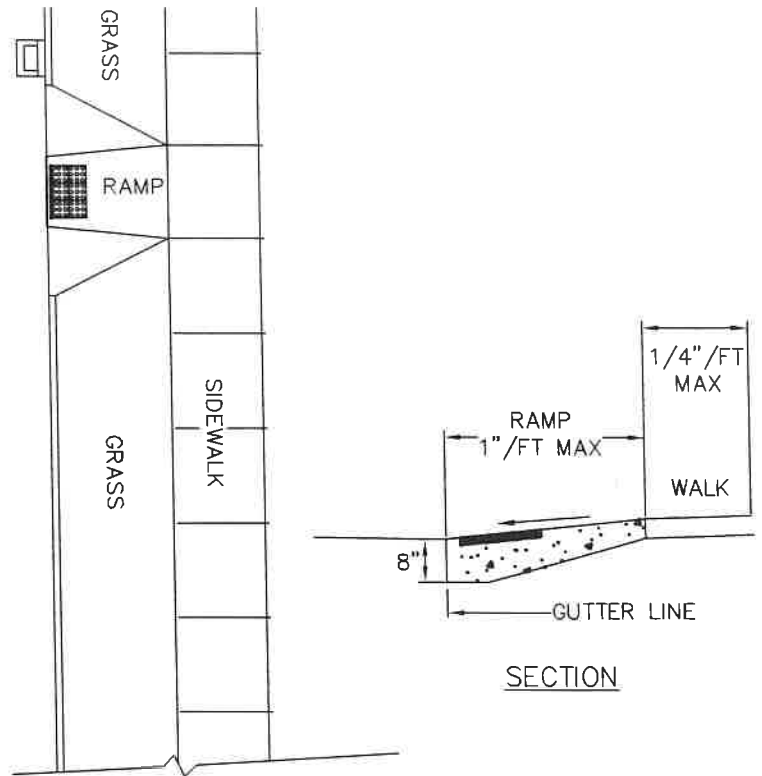
NOTES:

- 1'-0" (TYP.) DOWEL SPACING FOR 4' WIDE CONCRETE WALK.
- ALL TOOL MARKS TO BE TROWELED, FINISH CONCRETE WITH A FINE BROOM.

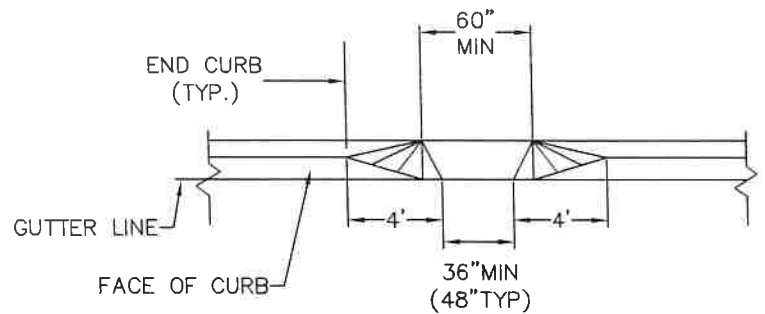
CONCRETE SIDEWALKS



PLAN



SECTION



FRONT
SIDEWALK RAMP

NOTES:

1. ALL SIDEWALK RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS FOR 8" CONCRETE SIDEWALK (DRIVEWAY), EXCEPT THAT THE FINAL TEXTURE OF THE CONCRETE SURFACE SHALL BE A COARSE BROOM FINISH TRANSVERSE TO THE SLOPE OF THE RAMP.
2. CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP AND SLOPE OF SIDES TO RAMP, FREE OF SAGS AND SHORT GRADE CHANGES.
3. ALL SIDEWALK RAMPS SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE.
4. DRAINAGE DESIGN IN THE VICINITY OF SIDEWALK RAMPS SHALL BE CONSIDERED AN INTEGRAL PART OF THE DESIGN OF THESE RAMPS. NO DRAINAGE STRUCTURES SHALL BE WITHIN THE LIMITS OF THE SIDEWALKS AND CROSSWALKS.
5. WIDTH OF SIDEWALK RAMP SHALL BE MIN. 36".
6. SIDEWALK RAMPS SHALL CONFORM TO ADA REQUIREMENTS.

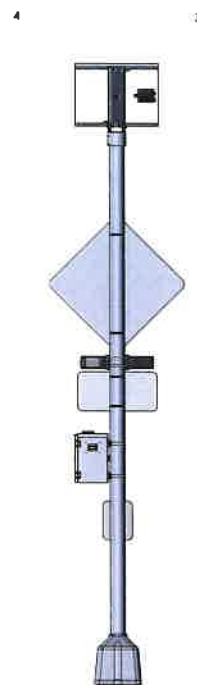
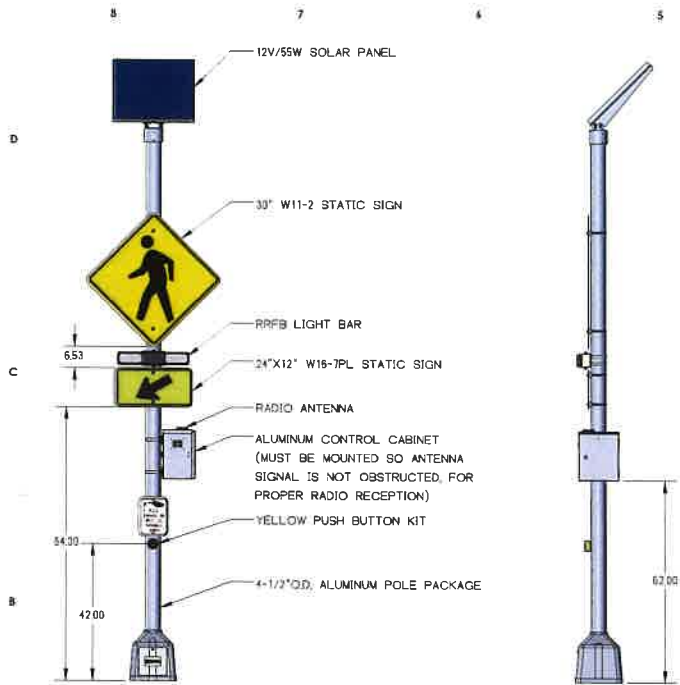
CONCRETE SIDEWALK RAMPS

SOLAR RRFB PEDESTRIAN CROSSWALK SYSTEM

55W/48Ah with Bulldog Push Button

**Comprehensive Submittal Package
Version 1.0**

November 2, 2018



REVISIONS				
REV.	DESCRIPTION	DATE	ECN	AUTHOR/APPROVED
A	INITIAL RELEASE	5/7/2018	N/A	AK/JP



- NOTES:**
1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
 2. CONTROL CABINET HEIGHT MAY VARY.
 3. SNAP LOCKS ARE PROVIDED, STANDARD 3/4\"/>

TAPCO
Safe travels.

TOLERANCE UNLESS OTHERWISE SPECIFIED:
 DEC .005
 X .010
 EE .015
 YEE .0025
 ANGLES ±.5°

TITLE: RRFB, SOLAR 55/48, RADIO, SOP, SS, AMBER, PB, H POLE X2

DESIGNED BY: TAPCO
 DRAWN BY: A. KAVANAGH
 CHECKED BY:

DATE: 5/7/2018

SIZE: B
 DWG. NO.: 600167

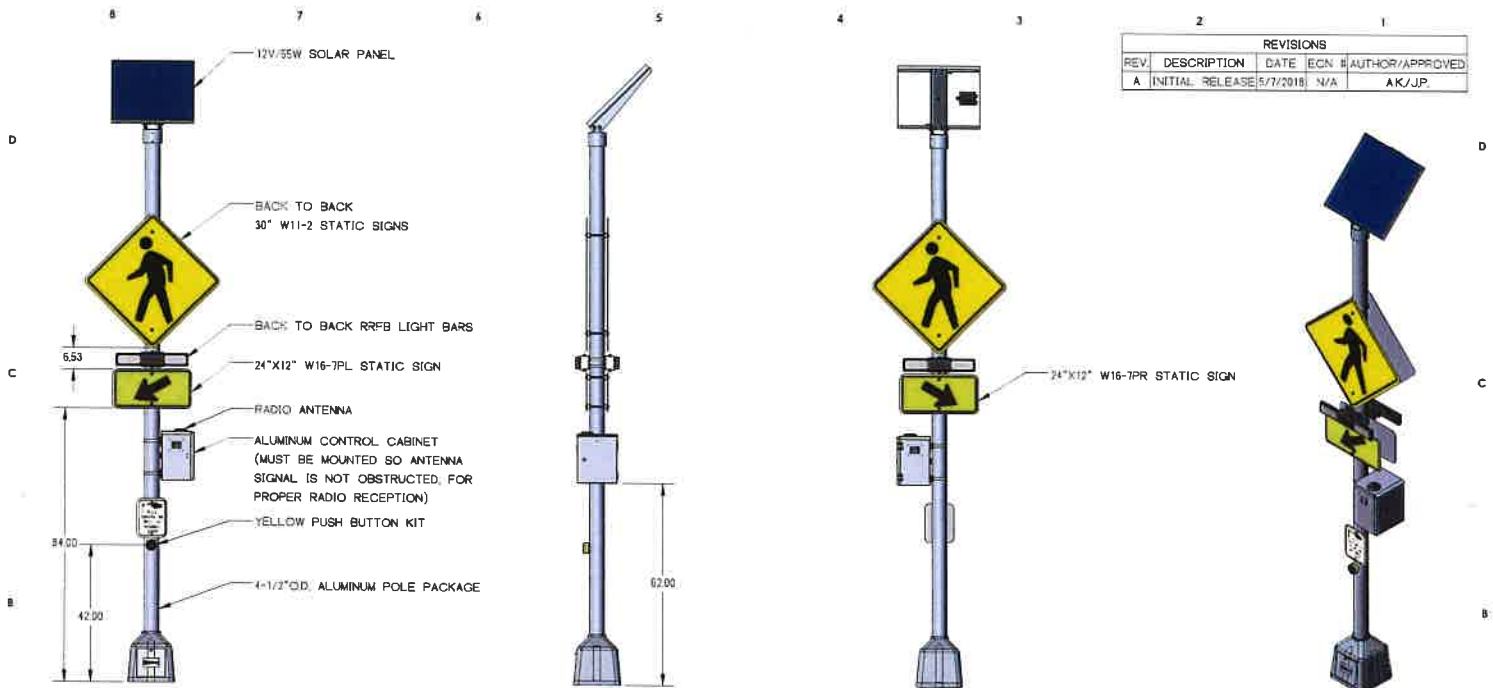
REV: A
 WEIGHT: SCALE 1:21

INTERNET GEOMETRIC TOLERANCING PER ASME Y14.5-2015 REFERENCE

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED

SHEET 1 OF 1

REVISIONS				
REV	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/7/2018	N/A	AK/JP



TAPCO
Safe travels.

MATERIAL

FINISH

INTERNET SECURITY
TOLERANCES PER
ASME Y14.5-2013
REFERENCE

TOLERANCE UNLESS
OTHERWISE SPECIFIED
HOLE Ø ±.023

DEC INCH
X ±.030
XX ±.015
XXX ±.005
ANGULAR ±.05°

TITLE
RRFB, SOLAR 55/48, RADIO, SOP, DS,
AMBER, PH, H POLE X2

DESIGNED BY: TAPCO
DRAWN BY: A. KAKANUCH
CHECKED BY:

SIZE DWG. NO.
B 600147

REV WEIGHT:

A SCALE: 1/2"

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED

- NOTES:**
1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
 2. CONTROL CABINET HEIGHT MAY VARY.
 3. SNAP LOCKS ARE PROVIDED, STANDARD 3/4" S/S BANDING IS RECOMMENDED
 4. J-BOLTS NOT SHOWN
 5. ALL DIMENSIONS ARE FOR REFERENCE ONLY

B

7

6

5

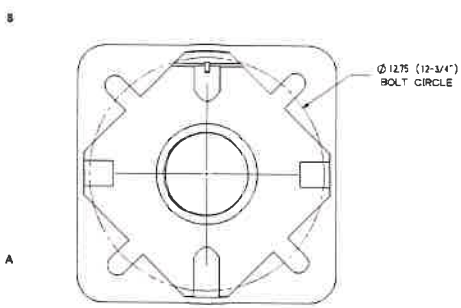
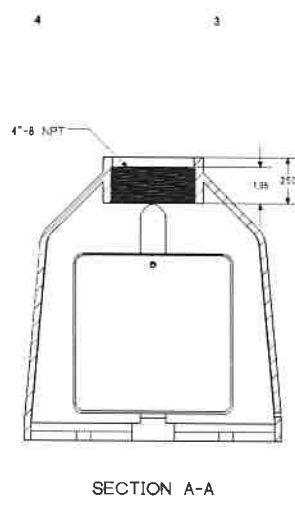
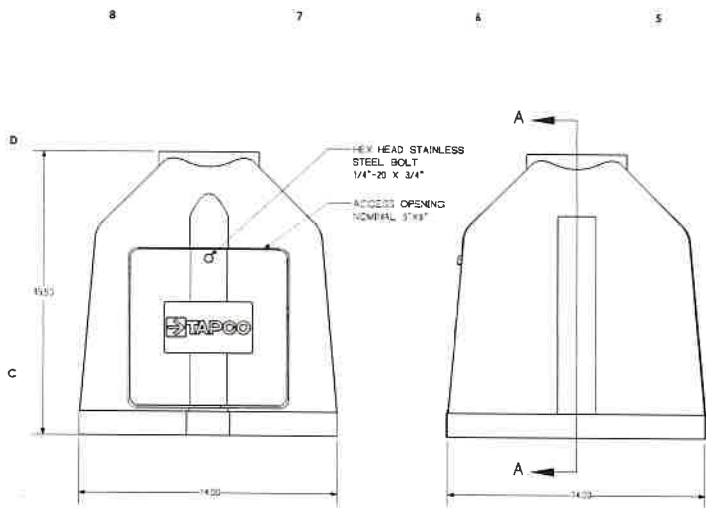
4

3

2

1

SHEET 1 OF 1



TAPCO
Safe travels.

MATERIAL	CAST ALUMINUM	INTERPRET GEOMETRIC TOLERANCING PER ASME Y14.5-2009
FINISH	RAW	REFERENCE

TOLERANCE UNLESS OTHERWISE SPECIFIED	TITLE		STORAGE CODE
HOLE Ø ±.013	203-00014: FRANGIBLE ALUMINUM PEDESTAL BASE		
DEC. .001	DESIGNED BY	ISS. DWG. NO.	REV. WEIGHT
FK ±.001	DRWN BY	B	A
XXX ±.005	CHECKED BY	2TE-537	SCALE IS
XXXX ±.010			
ANGULAR .05°			

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED. SHEET 1 OF 1

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

Index

1. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
2. Contractor Work Force Utilization / Specific Equal Employment Opportunity
3. Contract Wage Rates
4. Americans with Disabilities Act of 1990, as Amended
5. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List - Limitation on Awarding Contracts
 - c. Construction Safety and Health Course
 - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
 - e. Residents Preference in Work on Other Public Facilities (Not Applicable to Federal Aid Contracts)
6. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
7. Executive Orders (State of CT)
8. Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised)
9. Whistleblower Provision
10. Connecticut Freedom of Information Act
 - a. Disclosure of Records
 - b. Confidential Information
11. Service of Process
12. Substitution of Securities for Retainages on State Contracts and Subcontracts
13. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
14. Forum and Choice of Law
15. Summary of State Ethics Laws
16. Audit and Inspection of Plants, Places of Business and Records
17. Campaign Contribution Restriction

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

Index of Exhibits

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

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

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

2. Contractor Work Force Utilization / Equal Employment Opportunity

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

3. Contract Wage Rates

The Contractor shall comply with:

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

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

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

4. Americans with Disabilities Act of 1990, as Amended

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

5. Connecticut Statutory Labor Requirements

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

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

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

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

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

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

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

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

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

Forms and instructions are available anytime by:

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

7. Executive Orders

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

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

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

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

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

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

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

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

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

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

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

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

9. Whistleblower Provision

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

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

10. Connecticut Freedom of Information Act

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

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

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

11. Service of Process

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

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

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

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

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

14. Forum and Choice of Law

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

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

15. Summary of State Ethics Laws

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

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

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

17. Campaign Contribution Restriction

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

18. Tangible Personal Property

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

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

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

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

20. Consulting Agreement Affidavit

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

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

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

EXHIBIT A

TITLE VI CONTRACTOR ASSURANCES

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

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

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

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

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

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

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

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

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

EXHIBIT B

CONTRACTOR WORKFORCE UTILIZATION / EQUAL EMPLOYMENT OPPORTUNITY

1. Project Workforce Utilization Goals:

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

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

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

STATE FUNDED PROJECTS (only)

APPENDIX A
(Labor Market Goals)

LABOR MARKET AREA GOAL
Female

Minority

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

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

Lower River				4.3%
1.8%				

Chester	Deep River	Essex	Old Lyme
Westbrook			

LABOR MARKET AREA GOAL

Minority

Female

New Haven				17.9%
3.1%				

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

New London				7.4%
3.1%				

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

Stamford				33.2%
2.1%				

Darien	Greenwich	New Canaan	Norwalk
Stamford	Weston	Westport	Wilton

Torrington				4.3%
1.8%				

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

Torrington

Warren

Waterbury 1.6%				12.4%
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Bethlehem
Southbury
Wolcott

Middlebury
Thomaston
Woodbury

Naugatuck
Waterbury

Prospect
Watertown

Rev. 4/24/2019

EXHIBIT C

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

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

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

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

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
 - B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to

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

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

(i) Permitted Uses and Disclosure by Business Associate.

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

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

- (A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity

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

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

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

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

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

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

(state wages will be inserted here)