

Invitation to Bid #13PSX0250

CHAIN LINK FENCE REPLACEMENT AND/OR INSTALLATION,
COMPLETE IN PLACE, FOR VARIOUS LOCATIONS
THROUGHOUT THE STATE

Contract Specialist: **Rob Zalucki**

Date Issued: **15 June 2015**

Due Date: **8 July 2015 at 2:00 PM Eastern Time**

Department of Administrative Services



EXHIBIT A-1

**CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE
FOR VARIOUS LOCATIONS THOROUGHOUT THE STATE**

TERMS AND CONDITIONS

SCOPE: This Contract covers the replacement and/or installation of chain link fence, complete in place, at various locations throughout the State, as listed on the proposal schedule during the contract period.

All work in reference to the requirements is to be performed in accordance with the attached Standard Drawing HW-913_01, Specifications for Installation and/or Replacement of Chain link Fence, State of Connecticut, Department of Transportation (ConnDOT) Maintenance Districts Map, Traffic Control During Maintenance Operations, English Version as amended; and to be in accordance with (Section M.10) Railing and Fence, (Section 9.13) Chain link Fence State of Connecticut, Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816 (FORM 816), as supplemented and amended thereto, and for bridge installation, included are Miscellaneous Detail Sheets A, B, C, D, E and F.

Contractors must submit separate quotes for chain link fence as per Type "A", Type "B" and chain link fence for installation on bridges. Type "A" chain link fence will be constructed in accordance with Section 9.13 or FORM 816 and will have all posts set in Class "A" concrete. The Engineer will specify per FORM 816, Section 9.13, as to whether top rail or top tension wire will be installed with Type "A" or Type "B" chain link fence. Type "A" and Type "B" chain link fence having posts to be placed where ledge rock is encountered shall be set and grouted into holes drilled to depth to be determined by the Engineer. A separate price is also requested for structure-mounted chain link fence for installation on bridges only. The specification for this item is included elsewhere herein.

The prices shall be firm for the contract period. However, the State shall receive any reduction in prices that may occur during the Contract period. The reduced prices shall apply on all shipments made on or after the date the reduced prices become effective.

All general requirements, material requirements and construction methods must be in accordance with the attached specifications for the Replacement and/or Installation of Chain link Fence and FORM 816.

DISTRICT I

Mr. Ronald P. Cormier
1107 Cromwell Avenue
Rocky Hill, CT 06067
Tel. 860-258-4501

DISTRICT III

Mr. Jack W. Yeomans
140 Pond Lily Avenue
New Haven, CT 06515
Tel. 203-389-3020

DISTRICT II

Mr. Jeffrey J. Wilson
171 Salem Turnpike
Norwich, CT 06360
Tel. 860-823-3222

DISTRICT IV

Mr. Cosmo Ignoto
359 South Main Street
Thomaston, CT 06787
Tel. 203-591-3605

POLITICAL SUBDIVISION CLAUSE: Contractors are required to offer this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State, including but not limited to towns, municipalities, public school systems and certain not-for-profit organizations.

When a Political Sub-Division and/or Not-for-Profit Organization uses this contract, all references to the "State" are hereby replaced with the name of the using Political Sub-Division or Not-for-Profit Organization.

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CONTRACT PERIOD: The contract term shall be from Date of Award through December 31, 2018 with option to extend another contract period or portion thereof.

BASIS OF AWARD: The State will issue a multiple award to all qualified bidders per District. Purchase orders will be issued to the lowest bidder per project/purchase order per District.

NOTICE TO PROCEED: The following special provisions hereby amend Article 1.03.08 of FORM 816.

The work described on all purchase orders shall not start until ordered by the District Maintenance Director. In addition, no work shall be performed unless it is under the control of a State Inspector or his Representative acting on behalf of the District Maintenance Director.

Following receipt of notice to proceed, the Contractor shall begin construction within five (5) working days. Working days shall be considered as Monday through Friday. Failure to start construction by 8:00 A.M. on the morning of the sixth working day following receipt of notice to proceed, either by agreement or by default, will be cause for the State to cancel the purchase order and award such work to the next succeeding Contractor with the next lowest price. The original low Bidder will be assessed the monetary difference between the lowest and second lowest bid for the total quantities of goods/services ordered. The Contractor shall be responsible for coordinating the proposed work with each District as other construction projects could interfere with the required traffic control. Work once started shall proceed on a continuous basis until completed.

LIMITATION OF OPERATION: The Contractor shall conduct the work at all times in such sequence that shall cause the least interference with traffic and be governed by Article 1.08.04 of FORM 816, and by the orders of the District Maintenance Director. Acting on behalf of the Director, the State Inspector on the site shall order suspension of the work if, in his/her opinion, traffic is excessively disrupted. On highways carrying extremely high traffic volumes, work hours may be restricted.

INSURANCE REQUIRED:

- Owner's and Contractor's Protective Liability
- Commercial General Liability
- Automobile Liability
- Workers' Compensation
- Umbrella Liability

PREVAILING WAGES: Utilization of this contract shall be in accordance with State funding and its corresponding regulations. Prevailing wage regulations shall be applied as follows:

State Funds: Purchase orders issued for \$100,000.00 or higher require the payment of prevailing wages and associated provisions. Purchase orders issued below \$100,000.00, do not require payment of prevailing wages and associated provisions.

MINIMUM WAGE RATES: The wages paid to any mechanic, laborer or worker employed in the work contracted to be done shall be at a rate equal to the rate of wages customary or prevailing for the same work in the same trade or occupation and in the area in which this contract is to be performed. Payment shall be made to each employee engaged in work under this contract in the trade or occupation listed, not

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less than the wage rate set by category in accordance with the attached wage schedule. In the event it becomes necessary for the Contractor or any Subcontractor to employ any mechanic, laborer or worker in a trade or occupation for which no minimum wage is set forth, the Contractor must immediately notify the Labor Commissioner, who will ascertain the minimum applicable wage rate from the time of the initial employment of the person affected and during the continuance of such employment. Every Contractor or Subcontractor performing work for the State is subject to the provisions noted herein, as determined by the Labor Commissioner, and shall post the prevailing wages in prominent and easily accessible places at each work site. Information Bulletin #2 is attached regarding Connecticut General Statutes (CGS) 31-55a. Questions regarding wage regulations should be directed to the State of Connecticut, Department of Labor (DOL), Division of Wage and Workplace Standards, at (860) 263-6790.

WAGE REGULATIONS: This bid contains wage scales as provided by the DOL. All provisions outlined in these regulations must be respected throughout the life of the contract including any extensions. During the term of the contract the State will verify that these wage scales are being paid in accordance with CGS as outlined in Title 31. This regulation mandates certified payrolls and a statement of compliance to be submitted on a monthly basis to ConnDOT. The wage certification form must be included with the bid submission. Contractors are cautioned that utilization of the term “working supervisor” does not exclude the Contractor from paying this position less than the actual work being performed by this person as specified in the prevailing wage scales. The Contractor must return the wage certification form with their bid.

The Contractor shall comply with the provisions of CGS § 31-55a, which reads as follows: Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July 1st.

The District Maintenance Director will advise the Contractor concerning the work start date.

PERFORMANCE BOND: Contractor may either provide a Performance Bond in the amount of 100% of each Purchase Order **or** a Performance Bond in the **minimum** amount of **\$550,000.00**. With regard to the latter Performance Bond, when the total value of the awarded work meets or exceeds the **\$550,000.00** bond value, the bond requirement will be increased in **minimum** increments of **\$50,000.00** beyond the value listed on the current bond. ConnDOT will notify the Contractor when a new bond is required. The required bond must be received prior to the Purchase Order being issued. Failure to submit bond in a form satisfactory to the State prior to the Purchase Order being issued will result in the State issuing the Purchase Order to the next lowest Contractor responsive to ConnDOT’s bond request. Other offers of surety will be viewed on a case by case basis.

PAYMENT BOND: Contractor may either provide a Payment Bond in the amount of 100% of each Purchase Order **or** a Payment Bond in the **minimum** amount of **\$550,000.00**. With regard to the latter Payment Bond, when the total value of the awarded work meets or exceeds the **\$550,000.00** bond value, the bond requirement will be increased in **minimum** increments of

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\$50,000.00 beyond the value listed on the current bond. ConnDOT will notify the Contractor when a new bond is required. The required bond must be received prior to the Purchase Order being issued. Failure to submit bond in a form satisfactory to the State prior to the Purchase Order being issued will result in the State issuing the Purchase Order to the next lowest Contractor responsive to ConnDOT's bond request. Other offers of surety will be viewed on a case by case basis.

Such bond will be:

1. Corporation: The Bond must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The Bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".
3. Individual: The Bond must be signed by the individual owning the business and indicated "Owner".
4. The Surety Company executing the Bond must be licensed to do business in the State of Connecticut, or Bond must be countersigned by a company so licensed.
5. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
6. Signatures of two witnesses for both principal and the Surety must appear on the bond.
7. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond, unless such Power of Attorney has previously been filed with the Bureau of Finance & Administration.

The Payment Bond requirement may be waived for companies that manufacture and supply their own material and **DO NOT** purchase materials required under the performance of this contract from any third party source. Appropriate documentation must be supplied with the bid to establish the basis upon which to request a waiver of the payment bond. This waiver **DOES NOT** apply to the Performance Bond requirements.

Re-insurance arrangements will not be acceptable for Performance or Payment Bonds. A maximum of one Co-surety will be acceptable for a Payment and/or Performance Bond. Be advised that ConnDOT, as obligee, will hold all surety companies which execute Payment and Performance Bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Sureties will not be allowed to limit their interest in such bonds.

PARTY FOR NOTICE:

State of Connecticut
Department of Transportation
Division of Purchasing and Materials Management
Attn: Debbie Ello
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546
FAX: (860) 594-2174

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COMPLIANCE: In respect to matters not covered in these provisions, nothing herein is intended to relieve any Contractor or subcontractor from compliance with all applicable federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of the contract.

PURCHASE ORDERS: Questions concerning purchase orders are to be directed to the Processing Unit at (860) 594-2070.

INVOICES AND PAYMENTS: Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at (860) 594-2305.

All invoices must include:

1. Contractor F.E.I.N. or Social Security number.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and/or material supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices to the following address:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

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EXPIRATION OF CONTRACT/COMPLIANCE: If in the event the contract period expires and the awarded Contractor has not completed projects that are underway, the State will allow the Contractor to complete these projects if the following conditions are met:

1. Contractor requests to complete projects that are in process.
2. Prices under the original contracts are to remain in effect until all work is completed.
3. All other contractual obligations and conditions will remain the same, including insurance requirements, bonding and prevailing wage scales, if applicable.

MATERIALS CERTIFICATE: A materials certificate (a copy is attached) is a document certifying that materials, components and equipment furnished conform to all requirements of the plans and specifications. The materials certificate shall be included with each shipment of materials under the terms of this contract. The document shall also include the following information:

1. Project/purchase order number to which the material is consigned
2. Name of the company supplying material
3. Item number and description of material
4. Quantity of material represented by the certificate
5. Means of identifying the consignment, such as label, marking, lot number, serial number, etc.
6. Date and method of shipment

The materials certificate shall be signed by an authorized agent for the organization supplying the material, equipment and/or components. The materials certificate shall be notarized. A materials certificate shall accompany each delivery. Shipment and/or payment may be refused by the ordering department if the materials certificate is not presented at the time of delivery.

FORM 816: Reference is made in these bid documents to FORM 816, which is ConnDOT's "**Standard Specifications for Roads, Bridges and Incidental Construction**". Work is to be in accordance with FORM 816 including all supplements and other applicable standards. Copies of FORM 816 may be purchased from:

State of Connecticut
Department of Transportation
Manager of Contracts
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

The price is twenty dollars (\$20.00) if sent by mail, \$16.00 if picked up in person. Checks are to be made out to: Treasurer – State of Connecticut. FORM 816 can also be viewed on ConnDOT's web site:

<http://www.ct.gov/dot/cwp/view.asp?a=1385&q=518080>

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CONTRACTORS RESPONSIBILITY

1. The person or persons undertaking the execution of the work under these specifications are herein designated as the "Contractor".
2. Should the drawings and/or specifications appear contradictory, or should there be apparent errors in either, the Contractor shall refer the matter to ConnDOT for explanation or correction and shall abide by ConnDOT's decision.
3. The Contractor must keep a superintendent at the work sites at all times during construction, and is to provide all transportation, material, labor, tools, equipment, etc., needed for performing the work in the best manner according to the drawings and/or specifications.
4. All materials are to be the best of their respective kinds. Should the Contractor introduce any material different from the quality herein described or reasonable implied in the drawings and/or specifications, it shall be immediately removed if so ordered at any time during the progress of the work. Notification of removal may be made orally by an authorized ConnDOT representative, but will be followed by written notification.
5. The Contractor shall comply with all municipal ordinances. The Contractor shall give the proper authorities all requisite notice relating to the work, obtain all official permits and pay all proper fees for same, and be answerable for all damage or injury caused to neighboring premises or to persons or property of the public made by him/her or anyone in his/her employ.
6. The Contractor shall be held responsible for his/her work, and is to protect it from damage from rain, snow, frost or any other cause. When the work is complete, deliver it without exception in a perfect and undamaged State.
7. The Contractor, while the work progresses, shall keep the area in a clean and neat condition, free from all unnecessary debris.
8. Whenever materials are described under a specific name and the Contractor proposes to use material of other manufacture, the material to be used must meet with ConnDOT's approval.
9. In the event of a disagreement between ConnDOT and the Contractor of any interpretation or requirement of the drawings and/or the specifications, the Contractor is to proceed with the work in question under protest until the question is decided by arbitration or other means as agreed upon between ConnDOT and the Contractor. This decision shall be binding on both.

PRELIMINARY SURVEY: Before issuing a purchase order for replacement and/or installation of chain link fence, the State will conduct a preliminary survey to establish the exact limits of construction, identify the type of fence to be replaced and/or installed, and determine whether or not a gate is needed.

Chain link fence to be removed and replaced will be done with a similar type and style chain link fence.

Wire fence with wood or steel points to be removed and replaced with chain link fence will be replaced with a Type "B" fence, in accordance with FORM 816 (Section M.10) and (Section 9.13).

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GENERAL: Chain link fence to be installed in new locations shall be the type designated on a construction plan or as may be directed by the Engineer.

The State will then issue a purchase order for the replacement and/or installation of the total length of chain link fence to be replaced and/or installed. Any additional work performed by the Contractor, approved by the Engineer, will be paid for by the State at the current unit bid prices.

METHOD OF CONSTRUCTION:

1. CHAIN LINK FENCE: Shall conform to Section 9.13 of FORM 816, including Supplemental.
2. TERMINAL, CORNER AND PULL POSTS: Shall conform to Sections 9.13 of FORM 816, including supplemental specifications and shall be installed in accordance with detailed information as shown on the plans or as may be directed by the Engineer.
3. CHAIN LINK FENCE GATES – SINGLE OR DOUBLE: Work under these items shall consist of furnishing and installing chain link fence, single and/or double gates, or the size specified and erected where indicated or as directed and in accordance with these specifications.

IN EARTH: Gate posts shall be set in Class “A” concrete conforming to the requirements of Sections 6.01 Concrete for Structures. The hole for the concrete footing shall extend at least 4 inches below the bottom of the post and have a depth of 3 feet below ground with a diameter of not less than 12 inches.

IN LEDGE: Posts shall be set in holes drilled into rock at least 12 inches in depth and grouted or otherwise firmly held in correct position.

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GATE FRAMES: Shall conform to the requirements of Article M.10.05 and shall be constructed of tubular members (round or square) welded at all corners or assembled with corner fittings. On steel, welds shall be painted with aluminum base or zinc paint. Where corner fittings are used, gates shall have truss rods of 3/8 inch nominal diameter to prevent sag or twist. Gate leaves shall have vertical intermediate bracing as required spaced so that no members are more than 8 feet apart. Gate leaves 10 feet or over shall have a horizontal brace or one (1) diagonal truss rod of 3/8 inch nominal diameter.

All gate frames (including interior bracing) of any height and width, single or double, shall be constructed of steel or aluminum alloy tubular members having a 2 inch nominal outside dimension of the weights as follows:

ALL FRAMES 2 INCH NOMINAL OUTSIDE DIMENSION	STEEL POUNDS PER FOOT	ALUMINUM ALLOY POUNDS PER FOOT
ROUND	2.72	.94
SQUARE	2.60	.94

GATE FABRIC: Shall conform to the requirements of Article M.10.05 and shall be of the same fabric as specified for the fence and shall be fastened to the end bars of the gate frame by stretcher bars and bands and to the top, bottom and intermediate bars of the gate frame in the same manner as specified in Article 9.13.03 or by other standard methods if approved by the Engineer.

GATE HINGES: Shall be of adequate strength for the gate and shall have large bearing surfaces for clamping or bolting in position. Hinge action shall allow these gates to be easily opened and closed by one person.

GATE LATCHES, STOPS AND KEEPERS: Shall conform to the requirements of Article M.10.05

LATCHES: Shall be provided for all gates. Double gate latches shall be forked-type latch with center drop rod or a plunge-bar type of full gate height arranged to engage the gate stop or a positive locking gravity device. Single gate latches shall be forked or have a plunger bar of full gate height.

Locking devices shall be constructed so that the center drop rod or plunge bar cannot be raised when locked. Center GATE STOPS shall be provided for all double gates and shall be suitable for setting in a minimum 6 inch diameter, 18 inch deep footing of Class "A" concrete or with anchors or the center drop rod or plunger. KEEPERS shall be provided for each leaf over 5 feet wide. Keepers shall consist of a substantial mechanical device for securing the free end of the gate when in full open position.

GATE LOCKS: Will be furnished by the Contractor at no additional cost to the State.

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MATERIALS

1. **CHAIN LINK FENCE:** The material for this work shall conform to the requirements of Article M.10.05 of FORM 816. It shall be constructed of no smaller than 9 gage wire woven to form a continuous fabric having 2 inch mesh and knuckled-finished on both ends.
2. **TERMINAL, CORNER AND PULL POSTS:** Shall conform to Article M.10.05 of FORM 816.
3. **CHAIN LINK FENCE GATES:** Gate posts shall be of the weight and sizes listed below for a single gate or one (1) leaf of a double:

GATE POST WEIGHTS AND SIZES, NOMINAL

STEEL POSTS/ALUMINUM ALLOY POSTS GATE LEAF

	<u>OUTSIDE DIMENSION</u>	<u>WEIGHT</u>	<u>OUTSIDE DIMENSION</u>	
	WIDTH Inches	POUNDS Per Feet	INCHES	MASS
<u>6 FEET AND LESS</u>				
Round	2.865	5.79	2.875	2.00
Square	2.5	5.70	3.00	2.00
Roll-Formed	3.5 X 3.5	4.84	-----	-----
<u>OVER 6 FEET TO 13 FEET</u>				
Round	4.0	9.10	4.0	3.00
<u>OVER 13 FEET TO 18 FEET</u>				
Round	6.625	18.97	6.625	7.00

METHOD OF MEASUREMENT:

1. **CHAIN LINK FENCE:** This work will be measured for payment by the number of linear feet of completed and accepted chain link fence, of the height and type specified, measured from outside to outside of terminal posts, minus the length of any and all gates.
2. **TERMINAL, CORNER AND PULL POSTS:** The quantity to be paid for under these items will be the actual number of posts installed and accepted of each type.
3. **CHAIN LINK FENCE GATES – SINGLE OR DOUBLE:** The quantity to be paid for under this item will be the number of completed and accepted gates.

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BASIS OF PAYMENT:

1. **CHAIN LINK FENCE:** This work will be paid at the contract unit price per linear feet for chain link fence of the height and type specified, complete in place. The price shall include all materials, equipment, tools, labor, work incidental thereto, also all excavation, concrete, refilling and disposal of material.

There will be a direct payment for removal and restocking of existing reusable fence and related hardware at the price quoted as "linear feet" on the proposal schedule.

The existing fence, if any, will be removed and stored on adjacent State property or where directed by the Engineer. All damaged and non-reusable fence or associated parts shall be disposed of by the Contractor. All reusable material shall be neatly piled and shall remain State property. The Contractor will exercise care in removal to minimize any unnecessary damage caused during removal. State forces will remove the reusable material from the stored area.

NOTE: Posts are to be burned off 2 inches below ground level if deemed necessary by the project Engineer.

There will be no construction staking where fence exists. The proposed chain link fence will be installed in the same location as the existing fence.

The Contractor shall remove only as much existing fence in one (1) day as can be replaced with proposed fence, so no section will remain unfenced during non-working hours.

2. **TERMINAL, CORNER AND PULL POSTS:** This work will be paid for at the contract unit price for each terminal, corner or pull post, complete-in-place, which shall include braces, truss rods and tighteners, fittings, materials, equipment, tools, labor work incidental thereto, also all excavation, concrete, refilling and disposal of all surplus materials.
3. **CHAIN LINK FENCE (GATES):** This work will be paid for at the contract unit price each for "chain link fence gate", complete-in-place, with the price to include all materials, tools, equipment, and labor incidental thereto, also all excavations, concrete, refilling and disposal of surplus material.
4. **BARBED WIRE:** Shall consist of three (3) strands of barbed wire erected on top of chain link fence by means of support arms, and by clips or other means of fastenings on terminal, corner, pull posts and gates. Barbed wire shall be 12 ½ gage zinc-coated steel with 14 gage, 4 point barbs spaced 4 to 6 inches apart. Support arms for line posts shall be at an angle of 45 degrees plus or minus 5 degrees, and shall be fitted with clips or other suitable means for attaching 3 lines of barbed wire, with the top strand of barbed wire 12 inches plus or minus 1 inch above and horizontally from the fence line and the remaining two (2) strands of barbed wire spaced uniformly between the top of the fence fabric and top strand of barbed wire.

Items bid with additional barbed wire attached are complete as far as height, i.e., Item 30 where the post is actually 6 feet high with the additional 1 foot with barbed wire attached.

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Material for barbed wire, support arms, clips and other fastenings shall conform to the requirements of Federal Specifications RR-F-00191/4.

This work will be paid for at the unit price for “chain link fence including 3 strand barbed wire”, complete-in-place. This price shall include all materials, tools, equipment and labor.

NOTE: The use of barbed wire with chain link fence will be in conformance with Sections 47-47 and 47-48 of the Connecticut General Statutes, as revised.

CONSTRUCTION STAKING, LINE CLEARING AND INSPECTION: When required, will be performed by the State.

MATERIAL TESTING: Materials shall be provided by the Contractor for material testing at the Division of Materials Testing for each purchase order issued, as per the Schedule of Minimum Requirements for Samples provided for Testing.

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INSTALLATION ON BRIDGES ONLY

Structure Mounted Chain Link Fencing

Description: Work under this item consists of furnishing and installing Structure Mounted Chain Link Fencing of the applicable height and style in accordance with the details shown on the plans, in accordance with these specifications, or as directed by the Engineer.

Materials: Materials for this work shall be as follows:

When bare galvanized fence is specified, materials shall conform to Section 9.13 of FORM 816. When PVC coated fabric is specified, all components of the Structure Mounted Chain Link Fencing shall be the color black as described in ASTM F934.

1. **Chain Link Fabric:** The following materials shall be used when PVC coated fencing is specified. The fabric shall be a Polyvinyl Chloride (PVC) – coated steel chain link type, conforming to the specifications of ASTM F668, Class 2b, thermally fused and bonded. The #9 gage core wire shall be galvanized, PVC-coated, then woven to create a continuous fabric having a 2 inch mesh, knuckled at both top and bottom. The PVC coating shall be the color **black** as described in ASTM F934.
2. **Posts and Rails:** When PVC coated fabric is specified, all posts, rails, and hardware shall be PVC coated to match the chain link fabric. All rails and posts shall conform to the requirements of ASTM A53, Type E or S, Grade B, except that the hydrostatic test need not be performed. Pipe shall be Schedule 40, round pipe. Posts and rails shall conform to the requirements of AASHTO M 181, Grade 2. All rails and posts shall be hot-dip galvanized in accordance with ASTM A123 after fabrication and welding of the base plates.
3. **Fence Fittings:** All materials shall conform to the requirements of ASTM F626. The ties used to fasten the fabric to the post and rails shall not be less than #6 and #9 gage respectively. All fence fittings and accessories shall be galvanized as specified in ASTM F626. All fittings shall be PVC coated when PVC coated fabric is specified.
4. **Base Plates:** Base plates shall conform to ASTM A709, Grade 36 and shall be shop welded to the fence posts. All burrs and sharp edges shall be removed and smoothed before galvanizing. Galvanizing of base plates, after fabrication of the post/base plate assembly, shall be done in accordance with ASTM A123. After base plates and posts are welded and galvanized, they shall be PVC coated when PVC coated fabric is specified.
5. **Molded Pads:** Molded pads shall be manufactured from new unvulcanized elastomer and unused synthetic fibers, with a weight proportion of fiber content equal to approximately ½ of the total weight of the pad. The pad shall be formed in single sheets of 1/8 inch minimum thickness, with a tolerance of plus or minus 10 percent. Pads shall have a Shore A Durometer hardness within the range of 70 to 90.
6. **Anchor Rods, Bolts, Nuts and Washers:** Anchor Rods shall conform to the requirements of ASTM A307, Grade C. Anchor Bolts shall conform to the requirements to ASTM A307, Grade A. Nuts shall be hex style, Grade A, conforming to the requirements of ASTM A563 and washers shall be standard,

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CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE FOR VARIOUS LOCATIONS THOROUGHOUT THE STATE

TERMS AND CONDITIONS

circular plain washers conforming to the requirements of ASTM F844. Bolts, nuts and washers shall be hot-dip galvanized after fabrication in accordance with the requirements of ASTM A153, Class C.

7. **Galvanizing Compound:** Galvanizing compound shall conform to the requirements of Federal Specification TT-P-641b or Military Specification MIL-P-21035.
8. **Chemical Adhesive Material:** The chemical anchor materials shall be a resin compound specially formulated to anchor reinforcing bars in holes drilled into concrete for the purpose of resisting tension pull-out. The chemical anchor material shall be in conformance with M.03.01-15.
9. **Sealant:** Where sealant is specified, it shall conform to the following: Federal Specification TT-S-0227E (COM-NBS) Type II-Class A (Non-Sag type), or Federal Specification TT-S-00230C Type II-Class A (one-component polyurethane-base elastomeric sealant).

Materials Certification and Testing: The Contractor shall furnish a Materials Certificate in accordance with Article 1.06.07 for the fabric, posts, rails, fittings, anchorages, bolts and washers.

A Materials Certificate for the chemical anchor material is required confirming conformance of the materials to the requirements set forth in the manufacturer's specifications.

A Certified Test report will be required in accordance with Article 1.06.07, certifying the conformance of the sealant and the galvanizing compound to the requirements set forth in the applicable Federal Specifications. Should the consignee noted be other than the Prime Contractor, the Materials Certificate will be required to identify the shipment.

A sample of PVC-coated fabric shall be submitted to ConnDOT for testing the bond of the coating in accordance with the requirements of ASTM F668, Class 2b.

Shop Drawings: Before fabricating any materials, the Contractor shall submit shop drawings to the Engineer for approval in accordance with Article 1.05.02. These drawings shall include but not be limited to the following information for each type and height of fence system: a layout plan showing all post and rail spacing, all baseplate grades, all fence and anchorage details, material lists and material designations and the name and telephone number of a person to contact who can answer questions about the shop drawings.

Construction Methods: The Structure Mounted Fence shall be accurately fabricated and installed in accordance with the plans and as directed by the Engineer.

For details of Structure Mounted Chain Link Fence and anchorage, see Miscellaneous Detail Sheets A-E.

Where the Structure Mounted Fence is installed on an existing parapet, retaining wall, or wingwall, the anchor rods shall be drilled and grouted using a chemical anchoring system, such as Hilti HVA Anchor System or approved equal. Stainless Steel anchor rods, such as Hilti HAS Stainless Steel Anchor Rod Assembly, or approved equal, can be substituted for galvanized anchor rods. The Anchor System shall be the same for the base plates mounted to a horizontal surface, such as the top of parapet, or a vertical surface, such as the face of the parapet.

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Where Structure Mounted Fence is to be installed on new construction; a preset anchorage system shall be cast in the concrete by the State. The Contractor shall supply the appropriate anchor bolts and fabricate the base plates to the dimensions of the preset anchors.

The Posts shall be welded to the base plates in conformance with the requirements of Subarticle 6.03.03-6. Where required, the bottom of the posts are to be angle cut such that when the posts are set plumb, the base plates shall be in full contact with the concrete bearing surface. Molded pads shall be provided between the base plate and the concrete bearing surfaces. Apply a bead of sealant around the perimeter of the base plate to prevent intrusion of water.

Fence posts re-using existing anchor system shall require base plates as described in the preceding paragraph.

All rails shall be erected to produce a smooth, continuous appearance with posts placed vertically and with all rails parallel to the grade of the sidewalk, ground surface, or wall (whichever is applicable). The fabric shall be stretched tightly between end posts and securely fastened with stretcher bar bands. The fabric shall be attached to the rails and line posts as shown on the plans. Dome caps shall be installed on top of all posts.

Areas where galvanizing has been damaged shall be repaired in accordance with ASTM A780 with two (2) coats of galvanizing compound. The final dry film thickness of the galvanizing compound shall be a minimum of 2 to 3 mils.

PVC-coated fabric shall be handled with care so the coating is not damaged. Damage to PVC coating shall be repaired as directed by the manufacturer.

Method of Measurement: The length of structure mounted chain link fence measured for payment will be the type of height designation installed, measured horizontally along the centerline of the bottom rails from centerline to centerline of posts.

Basis of Payment: This work will be paid for at the contract unit price per linear foot of the type of height indicated on the plans or as ordered by the Engineer, complete and accepted in place. This price shall include all materials, equipment, tools, and work incidental thereto.

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Rob Zalucki, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential

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Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A 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.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

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- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from August 1, 2015 through December 31, 2018.
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
- (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: No price increases are allowed under this Contract.
5. Rejected Items; Abandonment.
- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

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- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
 7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS.

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DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.

9. Termination.

- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may

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request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. **Cost Modifications.** The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. **Breach.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. **Waiver.**
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

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13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity,

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copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

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- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the

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degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:

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- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform

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fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;

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- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of

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Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. 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. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;

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- (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

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which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor

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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

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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.

34. 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

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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.

35. 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.

36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Rob Zalucki

If to the Contractor:

At the address set forth on Form SP-38.

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37. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

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41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. 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.
- (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) All audits and inspections shall be at the State's expense.
- (e) 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 Contract, or (ii) the expiration or earlier termination of this Contract, as the

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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.

(f) 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.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

47. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

(b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

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49. 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. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("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, especially including the Bid, the Records and the specifications, 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 said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, 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. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

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(b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. 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.

53. 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.

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) 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," attached as Exhibit C.

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58. Health Insurance Portability and Accountability Act.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such

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credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

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Invitation to Bid (ITB)

CHAIN LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE, FOR VARIOUS LOCATIONS THROUGHOUT THE STATE

Guide to Electronic Bid Submissions

1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (DAS)/Procurement Services that all companies create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program, have already created a BizNet account.

The BizNet login is: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select CT Procurement and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc...).

Existing Companies Needing to Update Their Information: Login to BizNet and select CT Procurement and Company Information.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Services at 860-713-5095.

2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Services' goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each invitation to bid are being automated in BizNet.

DAS/Procurement Services began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change. Rather than completing them with each bid submittal, companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a bid response.

Instructions for Uploading Affidavits and Non-Discrimination Forms:

Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:

<http://das.ct.gov/images/1090/Upload%20Instructions.pdf>

(a) AFFIDAVITS

THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 – Consulting Agreement Affidavit
- (3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management’s website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(b) NON-DISCRIMINATION

CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) Form A – Representation by Individual (Regardless of Value)
- (2) Form B – Representation by Entity (Valued at \$50,000 or less)
- (3) Form C – Affidavit by Entity (RECOMMENDED) (Valued at \$50,000 or more)
- (4) Form D – New Resolution by Entity
- (5) Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following link:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

3. New Revised Process – Online Bid Responses

Any bid posted by DAS/Procurement Services must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now web based and fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and upload these documents (as well as any other required submittal documents) through BizNet prior to the date and time upon which the Bid is due pursuant to this ITB. Late submissions will not be accepted. Bid pricing will be available for public viewing for 24 hours after bid closing.

- Signature Page (SP-26) – Web Based Form
- Employment Information Form (DAS-45) – Web Based Form
- Statement of Qualifications (DAS-14) – Fillable Form
- Connecticut Economic Impact Form (DAS-46) – Web Based Form
- Contract Exhibit B – Price Schedule (SP-16)
- Bid Addendum (SP-18) – if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the bidder prior to bid submittal:

- Standard Terms and Conditions (SP-19)
- Contractor Authorization Guide (DAS-28)

This form must be signed by the person identified in the Corporate Resolution or By-Laws, as the party legally authorized to bind the company. A link to the guide and sample forms is provided below:

<http://das.ct.gov/Purchase/Info/DAS%2028.pdf>

- Invitation to Bid Document (SP-22)
- Invitation to Bid Contract (SP-50)
- Contract Exhibit A – Description of Goods & Services
- Contract Exhibit C – SEEC Form 11

4. Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet account with new and/or updated insurance information.

The following documentation will need to be uploaded to each company’s BizNet account and evidencing that the State of Connecticut is an additional insured:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under “DAS Business Friendly Initiatives” at the following website: <http://das.ct.gov/cr1.aspx?page=371>

Bidders are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the bid. Please read ALL bid documents carefully and provide all required information. Failure to do so may result in rejection of your bid.

Overview

The State of Connecticut Department of Administrative Services (“DAS”) is issuing this Invitation to Bid to solicit bids for CHAIN LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE, FOR VARIOUS LOCATIONS THROUGHOUT THE STATE for All Using State Agencies.

This contract replaces the following contract award(s) in part or in total: 09PSX0387

Instructions to Bidders

1. Bid Schedule

RELEASE OF ITB:	Date:	15 June 2015
BID DUE DATE:	Date:	8 July 2015 at 2:00 PM Eastern Time

2. Communications

During the period from your organization's receipt of this Invitation to Bid, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Rob Zalucki via email: robert.zalucki@ct.gov.

3. Public Bid Opening

Public bid openings are now conducted online. Bid pricing submitted will be available for public view through your BizNet Account and is available for 24 hours after the bid opening date and time.

How to View Bid Results:

- Go to the DAS/Procurement website: das.ct.gov/Portal
- Click on the heading "Current Solicitations"
- Click radio button "Under Evaluation"
- Search for the bid
- Click on "Public Opening" under the bid due date and time

Bid Requirements

1. Lowest Responsible Qualified Bidder; Micro Business Preference

The contract resulting from this ITB shall be awarded to the lowest responsible qualified bidder. The qualities of articles to be supplied, their conformity with the needed specifications, their suitability to the requirements of the state government and the delivery terms will be taken into consideration, and the life-cycle costs and trade-in or resale value of the articles may be considered where it appears to be in the best interest of the state. In determining the lowest responsible qualified bidder, a price preference of up to ten percent (10%) may be given for the purchase of the goods or services from micro businesses. Micro business means a business with gross revenues not exceeding three million dollars (\$3,000,000) in the most recently completed fiscal year. To be considered for this ten percent (10%) price preference, bidders shall provide, with their bid, a copy of their Federal Internal Revenue tax return form for the most recent fiscal year, confirming the amount of their gross revenues for that fiscal year. Failure to provide such tax return with the bid shall deny bidder consideration for price preference. For companies who have not yet filed their tax return for the most recently completed fiscal year, in lieu of a tax return, a letter from a Certified Public Accountant attesting to the company's gross estimated revenues for the most recently completed fiscal year will be accepted.

2. Stability of Bid Prices

Any price offerings from bidders must be valid for a period of 30 days from the due date of the bid.

3. Amendment or Cancellation of the ITB

DAS reserves the right to cancel, amend, modify or otherwise change this ITB at any time if it deems it to be in the best interest of the State to do so.

4. Bid Modifications

No additions or changes to any bid will be allowed after the bid due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek bidder retraction and/or clarification of any discrepancy or contradiction found during its review of bids.

5. Bidder Presentation of Supporting Evidence

Bidders must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their bids.

6. Bidder Demonstration of Services and/or Products

At the discretion of DAS, bidders must be able to confirm their ability to provide all services bid. Any required confirmation must be provided at a site approved by DAS.

7. Erroneous Awards

DAS reserves the right to correct inaccurate awards.

8. Bid Expenses

Bidders are responsible for all costs and expenses incurred in the preparation of bids and for any subsequent work on the bid that is required by DAS.

9. Ownership of Bids

All bids shall become the sole property of the State and will not be returned.

10. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this ITB shall be the sole property of the State unless otherwise stated in the contract.

11. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by bidders with any State agency or employee will be disregarded in any State bid evaluation or associated award.

Award Criteria

Pursuant to CGS 4a-59 and DAS Procurement Regulations 4a-52-8 and 4a-52-18, the award shall be made to the lowest, responsible qualified bidder; past performance and financial responsibility shall always be factors in making this determination. The following factors will be considered in the evaluation to determine the lowest, responsible qualified bidder. The order of relative importance of the factors is as follows:

- (a) Pricing
- (b) The conformity of the supplies, materials, equipment or contractual services to the specifications.
- (c) The quality of the supplies, materials, equipment or contractual services.
- (d) The suitability of the supplies, materials, equipment or contractual services to the requirements of the State.
- (e) The delivery terms.
- (f) The administrative costs of the State.
- (g) Life-cycle costs, trade-in or resale value of the supplies, materials or equipment.

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all bids in whole or in part, and waive minor irregularities and omissions if, in the judgment of DAS, the best interest of the state will be served.

CONTRACT

13PSX0250

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

CHAIN LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE, FOR VARIOUS LOCATIONS
THROUGHOUT THE STATE

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 60. Audit Requirements for Recipients of State Financial Assistance
- EXHIBIT A** - Description of Goods & Services and Additional Terms and Conditions
- EXHIBIT B** - Price Schedule
- EXHIBIT C** - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Rob Zalucki, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential

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Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A 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.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

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- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from August 1, 2015 through December 31, 2018.
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
- (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: No price increases are allowed under this Contract.
5. Rejected Items; Abandonment.
- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

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- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
 7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS.

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DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.

9. Termination.

- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may

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request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

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13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity,

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copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

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- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the

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degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:

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- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform

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fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;

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- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of

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Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. 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. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;

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- (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

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which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor

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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

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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.

34. 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

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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.

35. 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.

36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Rob Zalucki

If to the Contractor:

At the address set forth on Form SP-38.

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37. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

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41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. 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.
- (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) All audits and inspections shall be at the State's expense.
- (e) 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 Contract, or (ii) the expiration or earlier termination of this Contract, as the

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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.

(f) 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.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

47. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

(b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

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49. 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. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("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, especially including the Bid, the Records and the specifications, 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 said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, 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. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

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(b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. 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.

53. 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.

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) 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," attached as Exhibit C.

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58. Health Insurance Portability and Accountability Act.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such

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credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

EXHIBIT A-1

**CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE
FOR VARIOUS LOCATIONS THOROUGHOUT THE STATE**

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SCOPE: This Contract covers the replacement and/or installation of chain link fence, complete in place, at various locations throughout the State, as listed on the proposal schedule during the contract period.

All work in reference to the requirements is to be performed in accordance with the attached Standard Drawing HW-913_01, Specifications for Installation and/or Replacement of Chain link Fence, State of Connecticut, Department of Transportation (ConnDOT) Maintenance Districts Map, Traffic Control During Maintenance Operations, English Version as amended; and to be in accordance with (Section M.10) Railing and Fence, (Section 9.13) Chain link Fence State of Connecticut, Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816 (FORM 816), as supplemented and amended thereto, and for bridge installation, included are Miscellaneous Detail Sheets A, B, C, D, E and F.

Contractors must submit separate quotes for chain link fence as per Type "A", Type "B" and chain link fence for installation on bridges. Type "A" chain link fence will be constructed in accordance with Section 9.13 or FORM 816 and will have all posts set in Class "A" concrete. The Engineer will specify per FORM 816, Section 9.13, as to whether top rail or top tension wire will be installed with Type "A" or Type "B" chain link fence. Type "A" and Type "B" chain link fence having posts to be placed where ledge rock is encountered shall be set and grouted into holes drilled to depth to be determined by the Engineer. A separate price is also requested for structure-mounted chain link fence for installation on bridges only. The specification for this item is included elsewhere herein.

The prices shall be firm for the contract period. However, the State shall receive any reduction in prices that may occur during the Contract period. The reduced prices shall apply on all shipments made on or after the date the reduced prices become effective.

All general requirements, material requirements and construction methods must be in accordance with the attached specifications for the Replacement and/or Installation of Chain link Fence and FORM 816.

DISTRICT I

Mr. Ronald P. Cormier
1107 Cromwell Avenue
Rocky Hill, CT 06067
Tel. 860-258-4501

DISTRICT III

Mr. Jack W. Yeomans
140 Pond Lily Avenue
New Haven, CT 06515
Tel. 203-389-3020

DISTRICT II

Mr. Jeffrey J. Wilson
171 Salem Turnpike
Norwich, CT 06360
Tel. 860-823-3222

DISTRICT IV

Mr. Cosmo Ignoto
359 South Main Street
Thomaston, CT 06787
Tel. 203-591-3605

POLITICAL SUBDIVISION CLAUSE: Contractors are required to offer this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State, including but not limited to towns, municipalities, public school systems and certain not-for-profit organizations.

When a Political Sub-Division and/or Not-for-Profit Organization uses this contract, all references to the "State" are hereby replaced with the name of the using Political Sub-Division or Not-for-Profit Organization.

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**CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE
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CONTRACT PERIOD: The contract term shall be from Date of Award through December 31, 2018 with option to extend another contract period or portion thereof.

BASIS OF AWARD: The State will issue a multiple award to all qualified bidders per District. Purchase orders will be issued to the lowest bidder per project/purchase order per District.

NOTICE TO PROCEED: The following special provisions hereby amend Article 1.03.08 of FORM 816.

The work described on all purchase orders shall not start until ordered by the District Maintenance Director. In addition, no work shall be performed unless it is under the control of a State Inspector or his Representative acting on behalf of the District Maintenance Director.

Following receipt of notice to proceed, the Contractor shall begin construction within five (5) working days. Working days shall be considered as Monday through Friday. Failure to start construction by 8:00 A.M. on the morning of the sixth working day following receipt of notice to proceed, either by agreement or by default, will be cause for the State to cancel the purchase order and award such work to the next succeeding Contractor with the next lowest price. The original low Bidder will be assessed the monetary difference between the lowest and second lowest bid for the total quantities of goods/services ordered. The Contractor shall be responsible for coordinating the proposed work with each District as other construction projects could interfere with the required traffic control. Work once started shall proceed on a continuous basis until completed.

LIMITATION OF OPERATION: The Contractor shall conduct the work at all times in such sequence that shall cause the least interference with traffic and be governed by Article 1.08.04 of FORM 816, and by the orders of the District Maintenance Director. Acting on behalf of the Director, the State Inspector on the site shall order suspension of the work if, in his/her opinion, traffic is excessively disrupted. On highways carrying extremely high traffic volumes, work hours may be restricted.

INSURANCE REQUIRED:

- Owner's and Contractor's Protective Liability
- Commercial General Liability
- Automobile Liability
- Workers' Compensation
- Umbrella Liability

PREVAILING WAGES: Utilization of this contract shall be in accordance with State funding and its corresponding regulations. Prevailing wage regulations shall be applied as follows:

State Funds: Purchase orders issued for \$100,000.00 or higher require the payment of prevailing wages and associated provisions. Purchase orders issued below \$100,000.00, do not require payment of prevailing wages and associated provisions.

MINIMUM WAGE RATES: The wages paid to any mechanic, laborer or worker employed in the work contracted to be done shall be at a rate equal to the rate of wages customary or prevailing for the same work in the same trade or occupation and in the area in which this contract is to be performed. Payment shall be made to each employee engaged in work under this contract in the trade or occupation listed, not

EXHIBIT A-1

**CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE
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less than the wage rate set by category in accordance with the attached wage schedule. In the event it becomes necessary for the Contractor or any Subcontractor to employ any mechanic, laborer or worker in a trade or occupation for which no minimum wage is set forth, the Contractor must immediately notify the Labor Commissioner, who will ascertain the minimum applicable wage rate from the time of the initial employment of the person affected and during the continuance of such employment. Every Contractor or Subcontractor performing work for the State is subject to the provisions noted herein, as determined by the Labor Commissioner, and shall post the prevailing wages in prominent and easily accessible places at each work site. Information Bulletin #2 is attached regarding Connecticut General Statutes (CGS) 31-55a. Questions regarding wage regulations should be directed to the State of Connecticut, Department of Labor (DOL), Division of Wage and Workplace Standards, at (860) 263-6790.

WAGE REGULATIONS: This bid contains wage scales as provided by the DOL. All provisions outlined in these regulations must be respected throughout the life of the contract including any extensions. During the term of the contract the State will verify that these wage scales are being paid in accordance with CGS as outlined in Title 31. This regulation mandates certified payrolls and a statement of compliance to be submitted on a monthly basis to ConnDOT. The wage certification form must be included with the bid submission. Contractors are cautioned that utilization of the term “working supervisor” does not exclude the Contractor from paying this position less than the actual work being performed by this person as specified in the prevailing wage scales. The Contractor must return the wage certification form with their bid.

The Contractor shall comply with the provisions of CGS § 31-55a, which reads as follows: Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July 1st.

The District Maintenance Director will advise the Contractor concerning the work start date.

PERFORMANCE BOND: Contractor may either provide a Performance Bond in the amount of 100% of each Purchase Order **or** a Performance Bond in the **minimum** amount of **\$550,000.00**. With regard to the latter Performance Bond, when the total value of the awarded work meets or exceeds the **\$550,000.00** bond value, the bond requirement will be increased in **minimum** increments of **\$50,000.00** beyond the value listed on the current bond. ConnDOT will notify the Contractor when a new bond is required. The required bond must be received prior to the Purchase Order being issued. Failure to submit bond in a form satisfactory to the State prior to the Purchase Order being issued will result in the State issuing the Purchase Order to the next lowest Contractor responsive to ConnDOT’s bond request. Other offers of surety will be viewed on a case by case basis.

PAYMENT BOND: Contractor may either provide a Payment Bond in the amount of 100% of each Purchase Order **or** a Payment Bond in the **minimum** amount of **\$550,000.00**. With regard to the latter Payment Bond, when the total value of the awarded work meets or exceeds the **\$550,000.00** bond value, the bond requirement will be increased in **minimum** increments of

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**CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE
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\$50,000.00 beyond the value listed on the current bond. ConnDOT will notify the Contractor when a new bond is required. The required bond must be received prior to the Purchase Order being issued. Failure to submit bond in a form satisfactory to the State prior to the Purchase Order being issued will result in the State issuing the Purchase Order to the next lowest Contractor responsive to ConnDOT's bond request. Other offers of surety will be viewed on a case by case basis.

Such bond will be:

1. Corporation: The Bond must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The Bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".
3. Individual: The Bond must be signed by the individual owning the business and indicated "Owner".
4. The Surety Company executing the Bond must be licensed to do business in the State of Connecticut, or Bond must be countersigned by a company so licensed.
5. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
6. Signatures of two witnesses for both principal and the Surety must appear on the bond.
7. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond, unless such Power of Attorney has previously been filed with the Bureau of Finance & Administration.

The Payment Bond requirement may be waived for companies that manufacture and supply their own material and **DO NOT** purchase materials required under the performance of this contract from any third party source. Appropriate documentation must be supplied with the bid to establish the basis upon which to request a waiver of the payment bond. This waiver **DOES NOT** apply to the Performance Bond requirements.

Re-insurance arrangements will not be acceptable for Performance or Payment Bonds. A maximum of one Co-surety will be acceptable for a Payment and/or Performance Bond. Be advised that ConnDOT, as obligee, will hold all surety companies which execute Payment and Performance Bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Sureties will not be allowed to limit their interest in such bonds.

PARTY FOR NOTICE:

State of Connecticut
Department of Transportation
Division of Purchasing and Materials Management
Attn: Debbie Ello
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546
FAX: (860) 594-2174

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COMPLIANCE: In respect to matters not covered in these provisions, nothing herein is intended to relieve any Contractor or subcontractor from compliance with all applicable federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of the contract.

PURCHASE ORDERS: Questions concerning purchase orders are to be directed to the Processing Unit at (860) 594-2070.

INVOICES AND PAYMENTS: Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at (860) 594-2305.

All invoices must include:

1. Contractor F.E.I.N. or Social Security number.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and/or material supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices to the following address:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

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**CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE
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EXPIRATION OF CONTRACT/COMPLIANCE: If in the event the contract period expires and the awarded Contractor has not completed projects that are underway, the State will allow the Contractor to complete these projects if the following conditions are met:

1. Contractor requests to complete projects that are in process.
2. Prices under the original contracts are to remain in effect until all work is completed.
3. All other contractual obligations and conditions will remain the same, including insurance requirements, bonding and prevailing wage scales, if applicable.

MATERIALS CERTIFICATE: A materials certificate (a copy is attached) is a document certifying that materials, components and equipment furnished conform to all requirements of the plans and specifications. The materials certificate shall be included with each shipment of materials under the terms of this contract. The document shall also include the following information:

1. Project/purchase order number to which the material is consigned
2. Name of the company supplying material
3. Item number and description of material
4. Quantity of material represented by the certificate
5. Means of identifying the consignment, such as label, marking, lot number, serial number, etc.
6. Date and method of shipment

The materials certificate shall be signed by an authorized agent for the organization supplying the material, equipment and/or components. The materials certificate shall be notarized. A materials certificate shall accompany each delivery. Shipment and/or payment may be refused by the ordering department if the materials certificate is not presented at the time of delivery.

FORM 816: Reference is made in these bid documents to FORM 816, which is ConnDOT's "**Standard Specifications for Roads, Bridges and Incidental Construction**". Work is to be in accordance with FORM 816 including all supplements and other applicable standards. Copies of FORM 816 may be purchased from:

State of Connecticut
Department of Transportation
Manager of Contracts
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

The price is twenty dollars (\$20.00) if sent by mail, \$16.00 if picked up in person. Checks are to be made out to: Treasurer – State of Connecticut. FORM 816 can also be viewed on ConnDOT's web site:

<http://www.ct.gov/dot/cwp/view.asp?a=1385&q=518080>

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CONTRACTORS RESPONSIBILITY

1. The person or persons undertaking the execution of the work under these specifications are herein designated as the "Contractor".
2. Should the drawings and/or specifications appear contradictory, or should there be apparent errors in either, the Contractor shall refer the matter to ConnDOT for explanation or correction and shall abide by ConnDOT's decision.
3. The Contractor must keep a superintendent at the work sites at all times during construction, and is to provide all transportation, material, labor, tools, equipment, etc., needed for performing the work in the best manner according to the drawings and/or specifications.
4. All materials are to be the best of their respective kinds. Should the Contractor introduce any material different from the quality herein described or reasonable implied in the drawings and/or specifications, it shall be immediately removed if so ordered at any time during the progress of the work. Notification of removal may be made orally by an authorized ConnDOT representative, but will be followed by written notification.
5. The Contractor shall comply with all municipal ordinances. The Contractor shall give the proper authorities all requisite notice relating to the work, obtain all official permits and pay all proper fees for same, and be answerable for all damage or injury caused to neighboring premises or to persons or property of the public made by him/her or anyone in his/her employ.
6. The Contractor shall be held responsible for his/her work, and is to protect it from damage from rain, snow, frost or any other cause. When the work is complete, deliver it without exception in a perfect and undamaged State.
7. The Contractor, while the work progresses, shall keep the area in a clean and neat condition, free from all unnecessary debris.
8. Whenever materials are described under a specific name and the Contractor proposes to use material of other manufacture, the material to be used must meet with ConnDOT's approval.
9. In the event of a disagreement between ConnDOT and the Contractor of any interpretation or requirement of the drawings and/or the specifications, the Contractor is to proceed with the work in question under protest until the question is decided by arbitration or other means as agreed upon between ConnDOT and the Contractor. This decision shall be binding on both.

PRELIMINARY SURVEY: Before issuing a purchase order for replacement and/or installation of chain link fence, the State will conduct a preliminary survey to establish the exact limits of construction, identify the type of fence to be replaced and/or installed, and determine whether or not a gate is needed.

Chain link fence to be removed and replaced will be done with a similar type and style chain link fence.

Wire fence with wood or steel points to be removed and replaced with chain link fence will be replaced with a Type "B" fence, in accordance with FORM 816 (Section M.10) and (Section 9.13).

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GENERAL: Chain link fence to be installed in new locations shall be the type designated on a construction plan or as may be directed by the Engineer.

The State will then issue a purchase order for the replacement and/or installation of the total length of chain link fence to be replaced and/or installed. Any additional work performed by the Contractor, approved by the Engineer, will be paid for by the State at the current unit bid prices.

METHOD OF CONSTRUCTION:

1. CHAIN LINK FENCE: Shall conform to Section 9.13 of FORM 816, including Supplemental.
2. TERMINAL, CORNER AND PULL POSTS: Shall conform to Sections 9.13 of FORM 816, including supplemental specifications and shall be installed in accordance with detailed information as shown on the plans or as may be directed by the Engineer.
3. CHAIN LINK FENCE GATES – SINGLE OR DOUBLE: Work under these items shall consist of furnishing and installing chain link fence, single and/or double gates, or the size specified and erected where indicated or as directed and in accordance with these specifications.

IN EARTH: Gate posts shall be set in Class “A” concrete conforming to the requirements of Sections 6.01 Concrete for Structures. The hole for the concrete footing shall extend at least 4 inches below the bottom of the post and have a depth of 3 feet below ground with a diameter of not less than 12 inches.

IN LEDGE: Posts shall be set in holes drilled into rock at least 12 inches in depth and grouted or otherwise firmly held in correct position.

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GATE FRAMES: Shall conform to the requirements of Article M.10.05 and shall be constructed of tubular members (round or square) welded at all corners or assembled with corner fittings. On steel, welds shall be painted with aluminum base or zinc paint. Where corner fittings are used, gates shall have truss rods of 3/8 inch nominal diameter to prevent sag or twist. Gate leaves shall have vertical intermediate bracing as required spaced so that no members are more than 8 feet apart. Gate leaves 10 feet or over shall have a horizontal brace or one (1) diagonal truss rod of 3/8 inch nominal diameter.

All gate frames (including interior bracing) of any height and width, single or double, shall be constructed of steel or aluminum alloy tubular members having a 2 inch nominal outside dimension of the weights as follows:

ALL FRAMES 2 INCH NOMINAL OUTSIDE DIMENSION	STEEL POUNDS PER FOOT	ALUMINUM ALLOY POUNDS PER FOOT
ROUND	2.72	.94
SQUARE	2.60	.94

GATE FABRIC: Shall conform to the requirements of Article M.10.05 and shall be of the same fabric as specified for the fence and shall be fastened to the end bars of the gate frame by stretcher bars and bands and to the top, bottom and intermediate bars of the gate frame in the same manner as specified in Article 9.13.03 or by other standard methods if approved by the Engineer.

GATE HINGES: Shall be of adequate strength for the gate and shall have large bearing surfaces for clamping or bolting in position. Hinge action shall allow these gates to be easily opened and closed by one person.

GATE LATCHES, STOPS AND KEEPERS: Shall conform to the requirements of Article M.10.05

LATCHES: Shall be provided for all gates. Double gate latches shall be forked-type latch with center drop rod or a plunge-bar type of full gate height arranged to engage the gate stop or a positive locking gravity device. Single gate latches shall be forked or have a plunger bar of full gate height.

Locking devices shall be constructed so that the center drop rod or plunge bar cannot be raised when locked. Center GATE STOPS shall be provided for all double gates and shall be suitable for setting in a minimum 6 inch diameter, 18 inch deep footing of Class "A" concrete or with anchors or the center drop rod or plunger. KEEPERS shall be provided for each leaf over 5 feet wide. Keepers shall consist of a substantial mechanical device for securing the free end of the gate when in full open position.

GATE LOCKS: Will be furnished by the Contractor at no additional cost to the State.

EXHIBIT A-1

**CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE
FOR VARIOUS LOCATIONS THOROUGHOUT THE STATE**

TERMS AND CONDITIONS

MATERIALS

1. **CHAIN LINK FENCE:** The material for this work shall conform to the requirements of Article M.10.05 of FORM 816. It shall be constructed of no smaller than 9 gage wire woven to form a continuous fabric having 2 inch mesh and knuckled-finished on both ends.
2. **TERMINAL, CORNER AND PULL POSTS:** Shall conform to Article M.10.05 of FORM 816.
3. **CHAIN LINK FENCE GATES:** Gate posts shall be of the weight and sizes listed below for a single gate or one (1) leaf of a double:

GATE POST WEIGHTS AND SIZES, NOMINAL

STEEL POSTS/ALUMINUM ALLOY POSTS GATE LEAF

	<u>OUTSIDE DIMENSION</u>	<u>WEIGHT</u>	<u>OUTSIDE DIMENSION</u>	
	WIDTH Inches	POUNDS Per Feet	INCHES	MASS
<u>6 FEET AND LESS</u>				
Round	2.865	5.79	2.875	2.00
Square	2.5	5.70	3.00	2.00
Roll-Formed	3.5 X 3.5	4.84	-----	-----
<u>OVER 6 FEET TO 13 FEET</u>				
Round	4.0	9.10	4.0	3.00
<u>OVER 13 FEET TO 18 FEET</u>				
Round	6.625	18.97	6.625	7.00

METHOD OF MEASUREMENT:

1. **CHAIN LINK FENCE:** This work will be measured for payment by the number of linear feet of completed and accepted chain link fence, of the height and type specified, measured from outside to outside of terminal posts, minus the length of any and all gates.
2. **TERMINAL, CORNER AND PULL POSTS:** The quantity to be paid for under these items will be the actual number of posts installed and accepted of each type.
3. **CHAIN LINK FENCE GATES – SINGLE OR DOUBLE:** The quantity to be paid for under this item will be the number of completed and accepted gates.

EXHIBIT A-1

**CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE
FOR VARIOUS LOCATIONS THOROUGHOUT THE STATE
TERMS AND CONDITIONS**

BASIS OF PAYMENT:

1. **CHAIN LINK FENCE:** This work will be paid at the contract unit price per linear feet for chain link fence of the height and type specified, complete in place. The price shall include all materials, equipment, tools, labor, work incidental thereto, also all excavation, concrete, refilling and disposal of material.

There will be a direct payment for removal and restocking of existing reusable fence and related hardware at the price quoted as "linear feet" on the proposal schedule.

The existing fence, if any, will be removed and stored on adjacent State property or where directed by the Engineer. All damaged and non-reusable fence or associated parts shall be disposed of by the Contractor. All reusable material shall be neatly piled and shall remain State property. The Contractor will exercise care in removal to minimize any unnecessary damage caused during removal. State forces will remove the reusable material from the stored area.

NOTE: Posts are to be burned off 2 inches below ground level if deemed necessary by the project Engineer.

There will be no construction staking where fence exists. The proposed chain link fence will be installed in the same location as the existing fence.

The Contractor shall remove only as much existing fence in one (1) day as can be replaced with proposed fence, so no section will remain unfenced during non-working hours.

2. **TERMINAL, CORNER AND PULL POSTS:** This work will be paid for at the contract unit price for each terminal, corner or pull post, complete-in-place, which shall include braces, truss rods and tighteners, fittings, materials, equipment, tools, labor work incidental thereto, also all excavation, concrete, refilling and disposal of all surplus materials.
3. **CHAIN LINK FENCE (GATES):** This work will be paid for at the contract unit price each for "chain link fence gate", complete-in-place, with the price to include all materials, tools, equipment, and labor incidental thereto, also all excavations, concrete, refilling and disposal of surplus material.
4. **BARBED WIRE:** Shall consist of three (3) strands of barbed wire erected on top of chain link fence by means of support arms, and by clips or other means of fastenings on terminal, corner, pull posts and gates. Barbed wire shall be 12 ½ gage zinc-coated steel with 14 gage, 4 point barbs spaced 4 to 6 inches apart. Support arms for line posts shall be at an angle of 45 degrees plus or minus 5 degrees, and shall be fitted with clips or other suitable means for attaching 3 lines of barbed wire, with the top strand of barbed wire 12 inches plus or minus 1 inch above and horizontally from the fence line and the remaining two (2) strands of barbed wire spaced uniformly between the top of the fence fabric and top strand of barbed wire.

Items bid with additional barbed wire attached are complete as far as height, i.e., Item 30 where the post is actually 6 feet high with the additional 1 foot with barbed wire attached.

EXHIBIT A-1

**CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE
FOR VARIOUS LOCATIONS THOROUGHOUT THE STATE**

TERMS AND CONDITIONS

Material for barbed wire, support arms, clips and other fastenings shall conform to the requirements of Federal Specifications RR-F-00191/4.

This work will be paid for at the unit price for “chain link fence including 3 strand barbed wire”, complete-in-place. This price shall include all materials, tools, equipment and labor.

NOTE: The use of barbed wire with chain link fence will be in conformance with Sections 47-47 and 47-48 of the Connecticut General Statutes, as revised.

CONSTRUCTION STAKING, LINE CLEARING AND INSPECTION: When required, will be performed by the State.

MATERIAL TESTING: Materials shall be provided by the Contractor for material testing at the Division of Materials Testing for each purchase order issued, as per the Schedule of Minimum Requirements for Samples provided for Testing.

EXHIBIT A-1

CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE FOR VARIOUS LOCATIONS THOROUGHOUT THE STATE

TERMS AND CONDITIONS

INSTALLATION ON BRIDGES ONLY

Structure Mounted Chain Link Fencing

Description: Work under this item consists of furnishing and installing Structure Mounted Chain Link Fencing of the applicable height and style in accordance with the details shown on the plans, in accordance with these specifications, or as directed by the Engineer.

Materials: Materials for this work shall be as follows:

When bare galvanized fence is specified, materials shall conform to Section 9.13 of FORM 816. When PVC coated fabric is specified, all components of the Structure Mounted Chain Link Fencing shall be the color black as described in ASTM F934.

1. **Chain Link Fabric:** The following materials shall be used when PVC coated fencing is specified. The fabric shall be a Polyvinyl Chloride (PVC) – coated steel chain link type, conforming to the specifications of ASTM F668, Class 2b, thermally fused and bonded. The #9 gage core wire shall be galvanized, PVC-coated, then woven to create a continuous fabric having a 2 inch mesh, knuckled at both top and bottom. The PVC coating shall be the color **black** as described in ASTM F934.
2. **Posts and Rails:** When PVC coated fabric is specified, all posts, rails, and hardware shall be PVC coated to match the chain link fabric. All rails and posts shall conform to the requirements of ASTM A53, Type E or S, Grade B, except that the hydrostatic test need not be performed. Pipe shall be Schedule 40, round pipe. Posts and rails shall conform to the requirements of AASHTO M 181, Grade 2. All rails and posts shall be hot-dip galvanized in accordance with ASTM A123 after fabrication and welding of the base plates.
3. **Fence Fittings:** All materials shall conform to the requirements of ASTM F626. The ties used to fasten the fabric to the post and rails shall not be less than #6 and #9 gage respectively. All fence fittings and accessories shall be galvanized as specified in ASTM F626. All fittings shall be PVC coated when PVC coated fabric is specified.
4. **Base Plates:** Base plates shall conform to ASTM A709, Grade 36 and shall be shop welded to the fence posts. All burrs and sharp edges shall be removed and smoothed before galvanizing. Galvanizing of base plates, after fabrication of the post/base plate assembly, shall be done in accordance with ASTM A123. After base plates and posts are welded and galvanized, they shall be PVC coated when PVC coated fabric is specified.
5. **Molded Pads:** Molded pads shall be manufactured from new unvulcanized elastomer and unused synthetic fibers, with a weight proportion of fiber content equal to approximately ½ of the total weight of the pad. The pad shall be formed in single sheets of 1/8 inch minimum thickness, with a tolerance of plus or minus 10 percent. Pads shall have a Shore A Durometer hardness within the range of 70 to 90.
6. **Anchor Rods, Bolts, Nuts and Washers:** Anchor Rods shall conform to the requirements of ASTM A307, Grade C. Anchor Bolts shall conform to the requirements to ASTM A307, Grade A. Nuts shall be hex style, Grade A, conforming to the requirements of ASTM A563 and washers shall be standard,

EXHIBIT A-1

CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE FOR VARIOUS LOCATIONS THOROUGHOUT THE STATE

TERMS AND CONDITIONS

circular plain washers conforming to the requirements of ASTM F844. Bolts, nuts and washers shall be hot-dip galvanized after fabrication in accordance with the requirements of ASTM A153, Class C.

7. **Galvanizing Compound:** Galvanizing compound shall conform to the requirements of Federal Specification TT-P-641b or Military Specification MIL-P-21035.
8. **Chemical Adhesive Material:** The chemical anchor materials shall be a resin compound specially formulated to anchor reinforcing bars in holes drilled into concrete for the purpose of resisting tension pull-out. The chemical anchor material shall be in conformance with M.03.01-15.
9. **Sealant:** Where sealant is specified, it shall conform to the following: Federal Specification TT-S-0227E (COM-NBS) Type II-Class A (Non-Sag type), or Federal Specification TT-S-00230C Type II-Class A (one-component polyurethane-base elastomeric sealant).

Materials Certification and Testing: The Contractor shall furnish a Materials Certificate in accordance with Article 1.06.07 for the fabric, posts, rails, fittings, anchorages, bolts and washers.

A Materials Certificate for the chemical anchor material is required confirming conformance of the materials to the requirements set forth in the manufacturer's specifications.

A Certified Test report will be required in accordance with Article 1.06.07, certifying the conformance of the sealant and the galvanizing compound to the requirements set forth in the applicable Federal Specifications. Should the consignee noted be other than the Prime Contractor, the Materials Certificate will be required to identify the shipment.

A sample of PVC-coated fabric shall be submitted to ConnDOT for testing the bond of the coating in accordance with the requirements of ASTM F668, Class 2b.

Shop Drawings: Before fabricating any materials, the Contractor shall submit shop drawings to the Engineer for approval in accordance with Article 1.05.02. These drawings shall include but not be limited to the following information for each type and height of fence system: a layout plan showing all post and rail spacing, all baseplate grades, all fence and anchorage details, material lists and material designations and the name and telephone number of a person to contact who can answer questions about the shop drawings.

Construction Methods: The Structure Mounted Fence shall be accurately fabricated and installed in accordance with the plans and as directed by the Engineer.

For details of Structure Mounted Chain Link Fence and anchorage, see Miscellaneous Detail Sheets A-E.

Where the Structure Mounted Fence is installed on an existing parapet, retaining wall, or wingwall, the anchor rods shall be drilled and grouted using a chemical anchoring system, such as Hilti HVA Anchor System or approved equal. Stainless Steel anchor rods, such as Hilti HAS Stainless Steel Anchor Rod Assembly, or approved equal, can be substituted for galvanized anchor rods. The Anchor System shall be the same for the base plates mounted to a horizontal surface, such as the top of parapet, or a vertical surface, such as the face of the parapet.

EXHIBIT A-1

CHAIN-LINK FENCE REPLACEMENT AND/OR INSTALLATION, COMPLETE IN PLACE FOR VARIOUS LOCATIONS THOROUGHOUT THE STATE

TERMS AND CONDITIONS

Where Structure Mounted Fence is to be installed on new construction; a preset anchorage system shall be cast in the concrete by the State. The Contractor shall supply the appropriate anchor bolts and fabricate the base plates to the dimensions of the preset anchors.

The Posts shall be welded to the base plates in conformance with the requirements of Subarticle 6.03.03-6. Where required, the bottom of the posts are to be angle cut such that when the posts are set plumb, the base plates shall be in full contact with the concrete bearing surface. Molded pads shall be provided between the base plate and the concrete bearing surfaces. Apply a bead of sealant around the perimeter of the base plate to prevent intrusion of water.

Fence posts re-using existing anchor system shall require base plates as described in the preceding paragraph.

All rails shall be erected to produce a smooth, continuous appearance with posts placed vertically and with all rails parallel to the grade of the sidewalk, ground surface, or wall (whichever is applicable). The fabric shall be stretched tightly between end posts and securely fastened with stretcher bar bands. The fabric shall be attached to the rails and line posts as shown on the plans. Dome caps shall be installed on top of all posts.

Areas where galvanizing has been damaged shall be repaired in accordance with ASTM A780 with two (2) coats of galvanizing compound. The final dry film thickness of the galvanizing compound shall be a minimum of 2 to 3 mils.

PVC-coated fabric shall be handled with care so the coating is not damaged. Damage to PVC coating shall be repaired as directed by the manufacturer.

Method of Measurement: The length of structure mounted chain link fence measured for payment will be the type of height designation installed, measured horizontally along the centerline of the bottom rails from centerline to centerline of posts.

Basis of Payment: This work will be paid for at the contract unit price per linear foot of the type of height indicated on the plans or as ordered by the Engineer, complete and accepted in place. This price shall include all materials, equipment, tools, and work incidental thereto.

EXHIBIT A-2

TRAFFIC CONTROL DURING MAINTENANCE OPERATIONS (English Version)

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

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

1. Speed and volume of traffic.
2. Duration of operation.
3. Exposure to hazards.

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

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

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

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

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

Typical traffic control plans 20 through 25 may be used for moving operations such as painting, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

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

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Engineer or Supervisor must contact both the District Traffic Representative and the District Safety Advisor for assistance prior to setting up a traffic control pattern.

EXHIBIT A-2

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

**Allowable Adjustment of Signs and Devices
Shown on the Traffic Control Plans**

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

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

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

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

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

TABLE I – MINIMUM TAPER LENGTHS

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

EXHIBIT A-2

PAVING OPERATIONS ON HIGHWAYS – WORK BY CONTRACTOR:

The Engineer or Supervisor will be assigned to each project to coordinate the traffic control for paving operations and determine the number of traffic control personnel required.

The District Traffic Representative will determine the hours of the paving operations and will coordinate the paving operations with other construction activities in the immediate area. The District Traffic Representative will be available to assist field forces on traffic control issues and may contact the Division of Traffic Engineering for additional assistance.

When work hours on a particular project have been established, an on-site meeting between the Department and the Contractor will be held two weeks prior to the starting date. If the District Traffic Representative determines that it is necessary, a news release will be prepared and distributed to the local papers, radio stations, State Police, and municipalities.

MOVING OPERATIONS - WORK BY STATE FORCES:

The Engineer or Supervisor will be assigned to each project and will direct the entire moving operation. If the Engineer or Supervisor must leave the operation, a substitute shall be assigned to continue the operation.

All personnel involved in this work will be instructed by the Engineer or Supervisor regarding the proper application of traffic control patterns that will be used to complete the work.

The first advance warning to the motorist shall be vehicle #1 which shall be located considering ramps, grades, curves, volumes, and speed of the traffic. This vehicle shall not restrict any portion of the travelway on multilane highways, except as noted on plans.

All vehicles shall have the appropriate illuminated warning devices.

INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

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

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

USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)

On limited access, high volume roadways, a TMA shall be placed prior to the first work area in the traffic control pattern. If there are multiple work areas within the same pattern, then additional TMAs may be positioned at each additional work area in the pattern as needed.

TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area.

EXHIBIT A-2

TRAFFIC CONES

Traffic Cones shall be fluorescent orange PVC with 6" and 4" white retroreflective collars. Traffic cones shall be 36" minimum in height and 12 lbs. minimum in weight with the following approximate dimensions: 14" square base, 2 ¼" top O.D., 10 ½" bottom O.D.

EXHIBIT A-2

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN THE INSTALLATION OF AN ADDITIONAL SIGN (A) IN ADVANCE OF THE STOPPAGE SHOULD BE CONSIDERED.
2. SIGNS (AA), (A) AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE #1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. A CHANGEABLE MESSAGE SIGN MAY BE UTILIZED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
5. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 72 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA WILL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS REOPENED TO ALL LANES OF TRAFFIC.
7. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN THE EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED AND TEMPORARY PAVEMENT MARKINGS THAT DEPICT THE PROPER TRAVEL PATHS SHALL BE INSTALLED.
8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200' ON LOW SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
9. FOR SHORT DURATION OPERATIONS, 4 TRUCK MOUNTED ATTENUATOR UNITS MAY BE USED TO CREATE THE TAPER IN LIEU OF TRAFFIC CONES/DRUMS.
10. FOR THE INSTALLATION OF PAVEMENT MARKINGS, VEHICLE 1 SHALL HAVE A SIGN WITH THE LEGEND "LINE PAINTING".



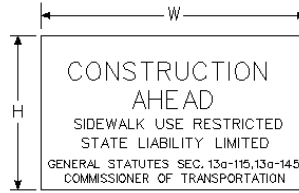
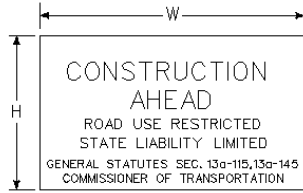
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CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
NOTES

EXHIBIT A-2

SERIES 16 SIGNS



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

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

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

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

THE LOCATION OF SERIES 16 SIGNS SHOULD BE INSTALLED AS DIRECTED BY THE ENGINEER OR SUPERVISOR, OR MAY BE FOUND ELSEWHERE IN THE PLANS. IF SIGNS ARE TO BE POST MOUNTED THEN:

SIGN 16-E OR 16-H SHALL BE USED ON ALL EXPRESSWAYS.

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

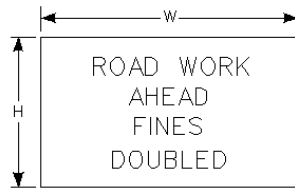
SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

IF SIGNS ARE TO BE MOUNTED ON PORTABLE SUPPORTS, THEN SIGN 16-M SHALL BE USED.

REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHEN THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS. THE "ROAD WORK AHEAD, FINES DOUBLED" REGULATORY SIGNS SHALL NOT BE INSTALLED ON TOWN ROADS.

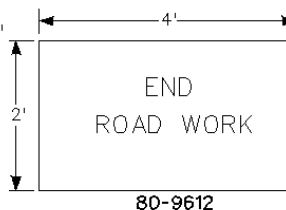
THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.



	W	H
31-1906	48"	42"

"END ROAD WORK" SIGN

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



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CONNECTICUT
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MAINTENANCE
TRAFFIC CONTROL PLAN

REQUIRED SIGNS

APPROVED J. Carey DATE 1/31/02
PRINCIPAL ENGINEER

EXHIBIT A-2

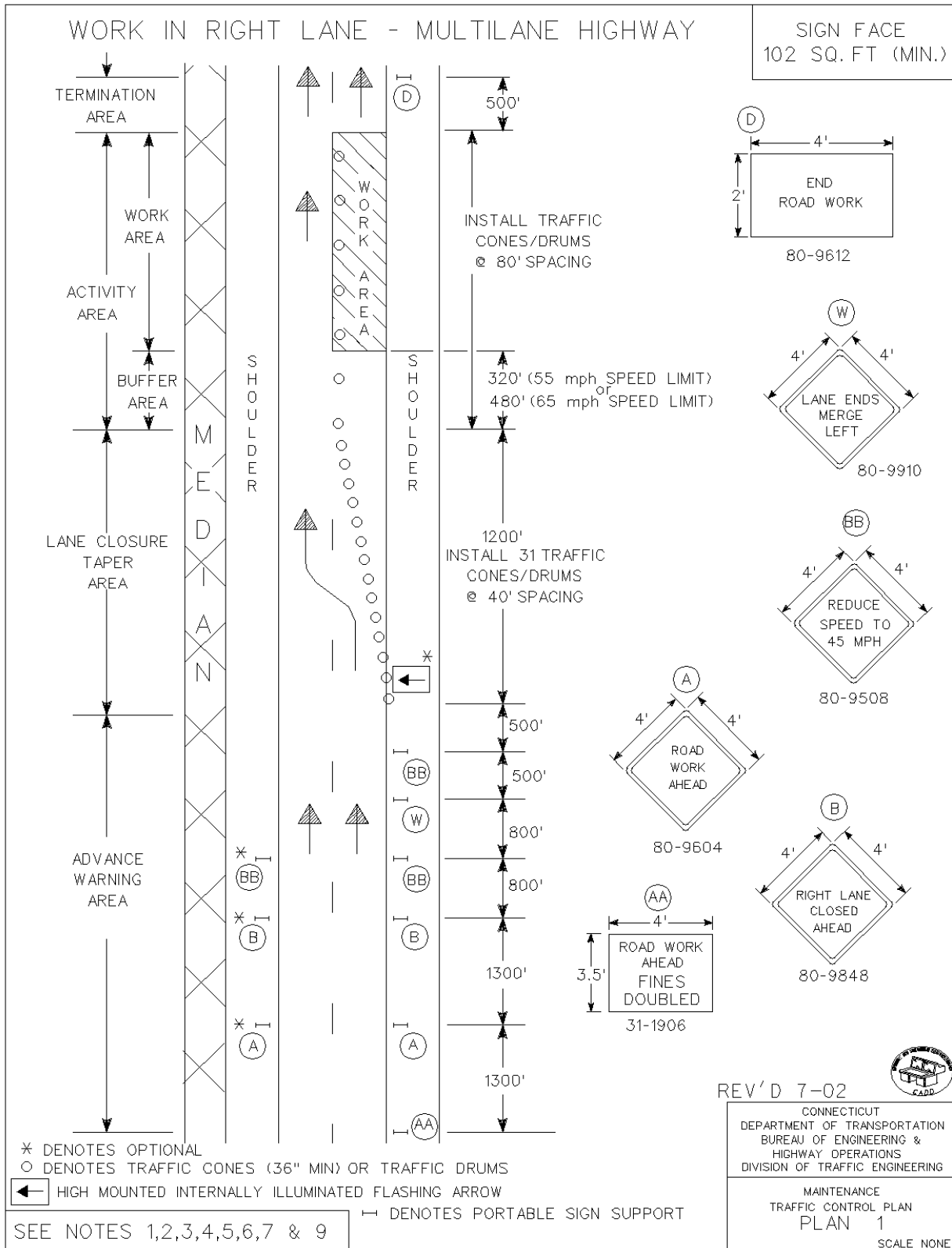
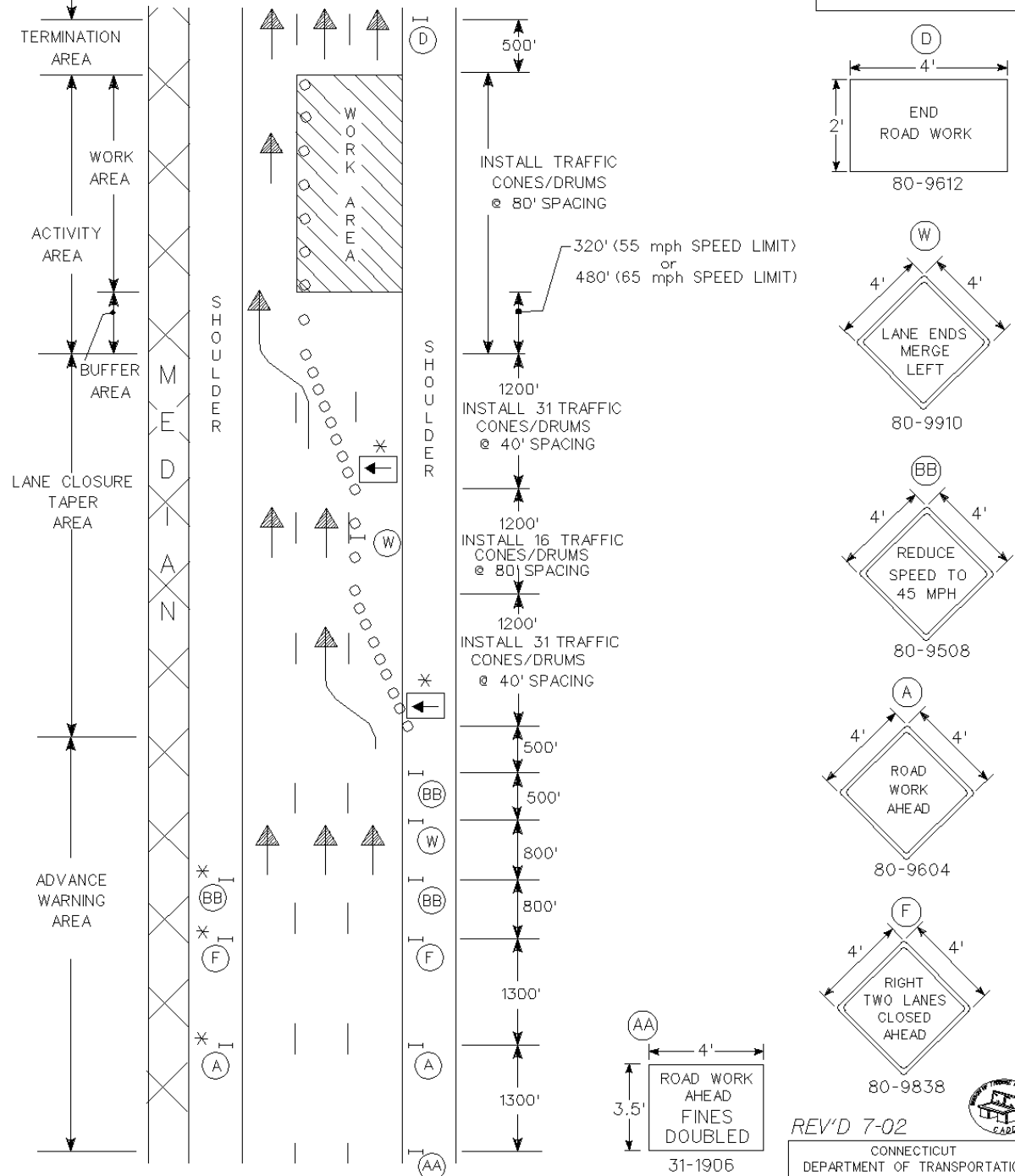


EXHIBIT A-2

WORK IN RIGHT TWO LANES - MULTILANE HIGHWAY

SIGN FACE
118 SQ. FT (MIN)



┆ DENOTES PORTABLE SIGN SUPPORT
 ○ DENOTES TRAFFIC CONE OR TRAFFIC DRUM
 ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

SEE NOTES 1, 2, 3, 4, 5, 6, 7 & 9 ✖ OPTIONAL

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 CONNECTICUT
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 DIVISION OF TRAFFIC ENGINEERING
 MAINTENANCE
 TRAFFIC CONTROL PLAN
 PLAN 2
 SCALE NONE

APPROVED Charles S. Harlow DATE 7/19/02
 PRINCIPAL ENGINEER

EXHIBIT A-2

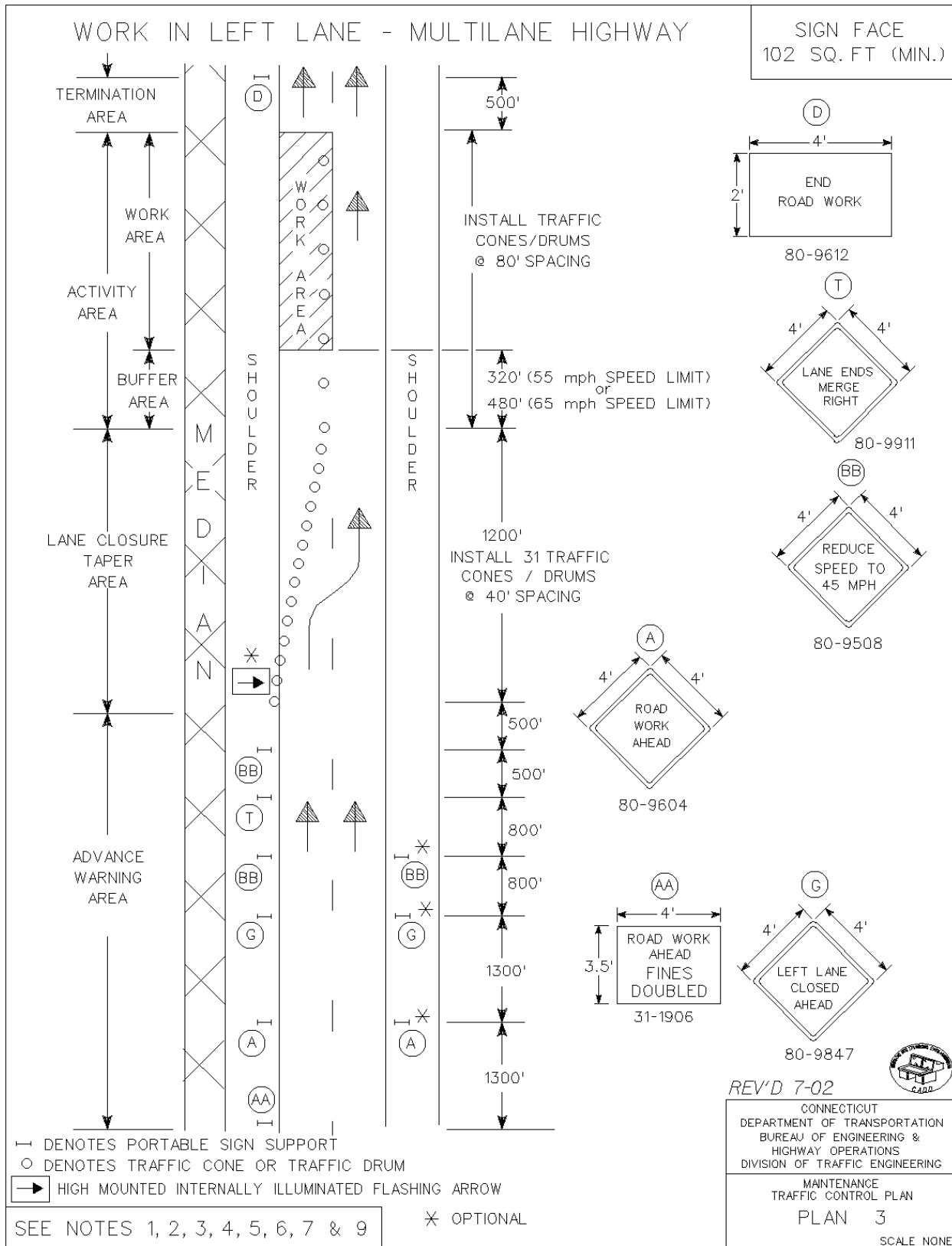
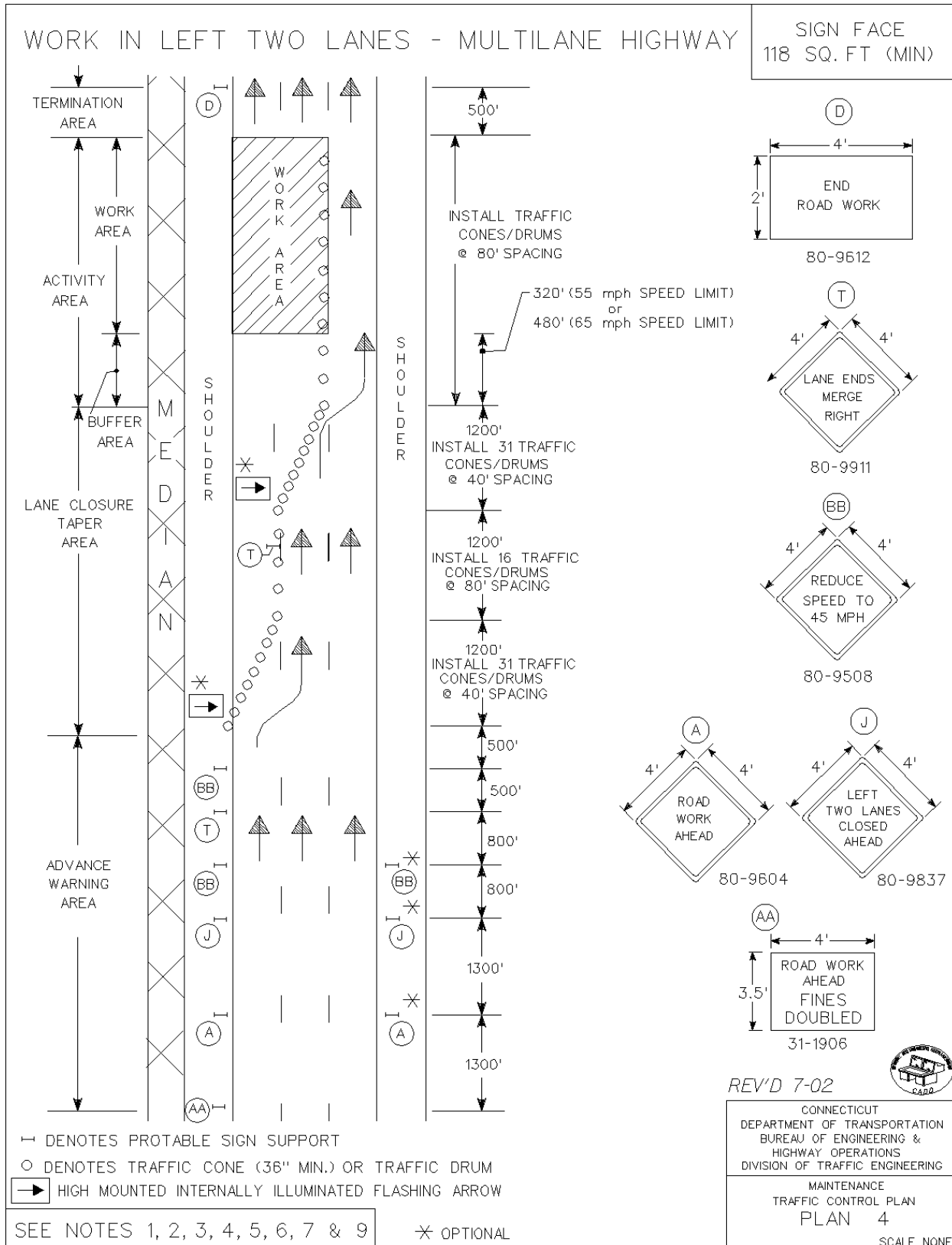
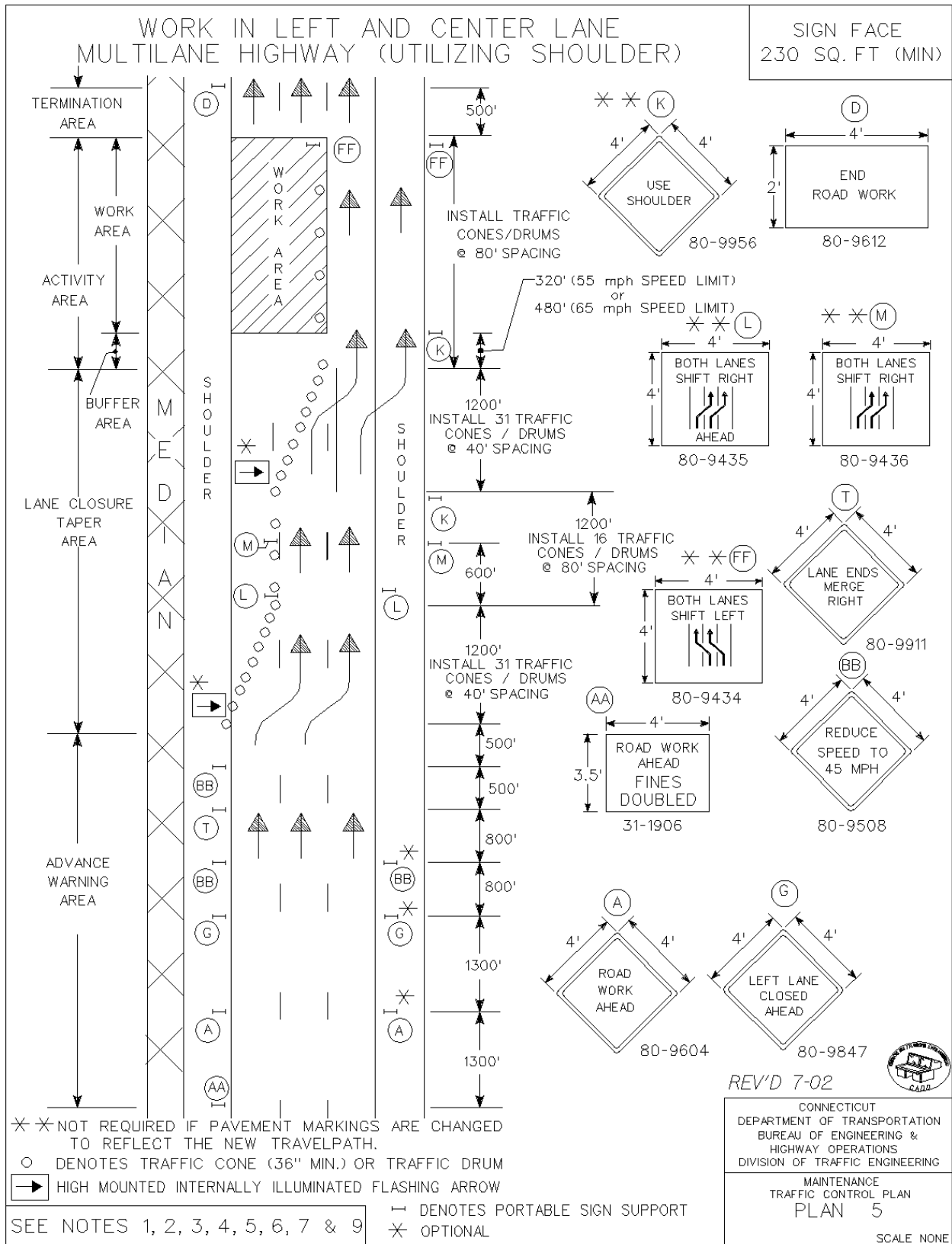


EXHIBIT A-2



APPROVED Charles S. Harlow DATE 7/29/02
PRINCIPAL ENGINEER

EXHIBIT A-2



REV'D 7-02

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DEPARTMENT OF TRANSPORTATION
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DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 5

APPROVED Charles S. Harlow DATE 7/19/02
PRINCIPAL ENGINEER

EXHIBIT A-2

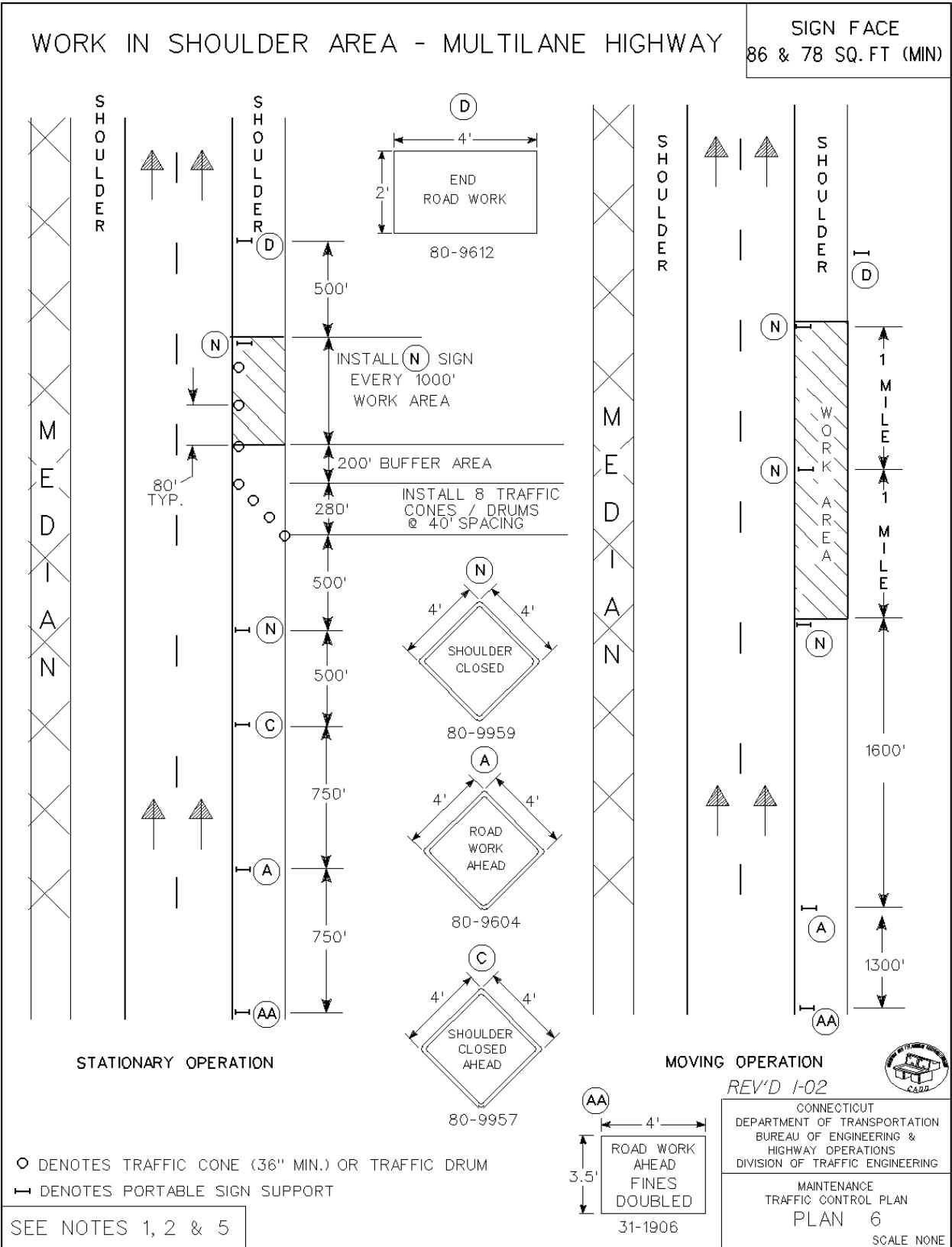
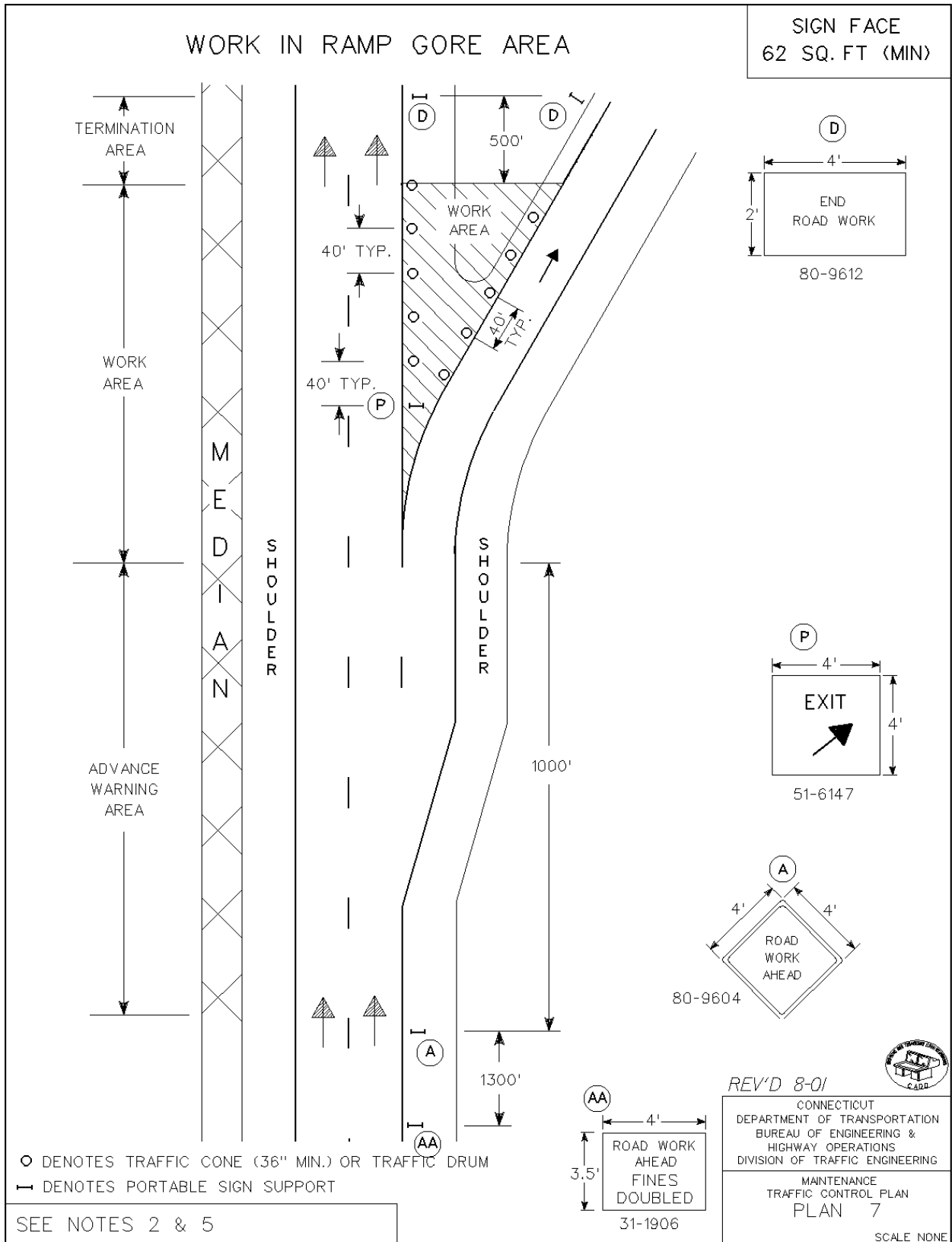


EXHIBIT A-2

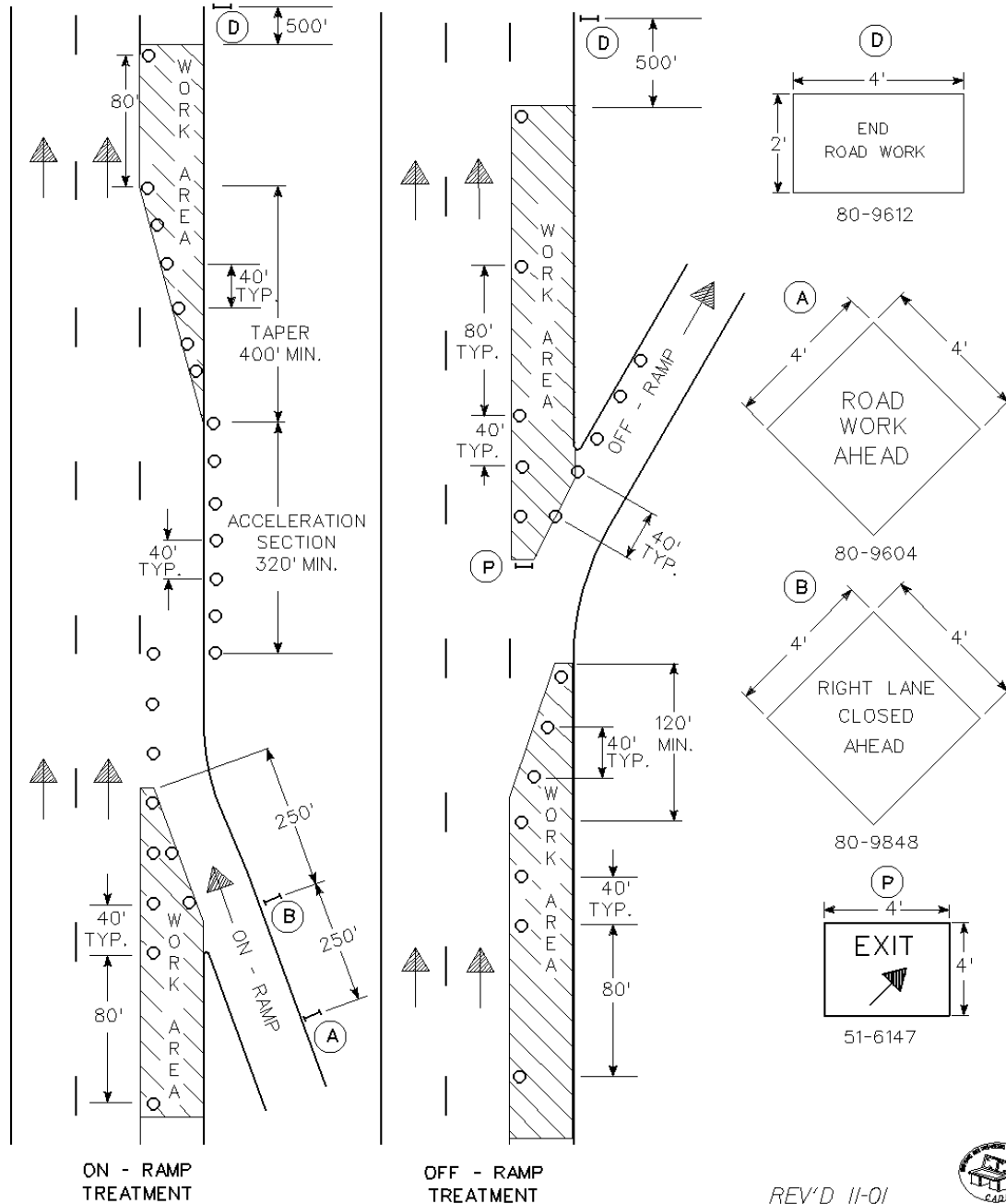


APPROVED John F. Carey DATE 8/7/01
PRINCIPAL ENGINEER

EXHIBIT A-2

TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

SIGN FACE SQ. FT VARIES



ON - RAMP TREATMENT

OFF - RAMP TREATMENT

USE TRAFFIC CONTROL PLAN 1 TO CLOSE THE RIGHT LANE.
 ↳ DENOTES PORTABLE SIGN SUPPORT
 ○ DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM

SEE NOTES 1, 2, 4, 5, 6 & 7

REV'D 11-01

CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING &
 HIGHWAY OPERATIONS
 DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
 TRAFFIC CONTROL PLAN
 PLAN 8

SCALE NONE

APPROVED John F. Carey DATE 11/15/01
 PRINCIPAL ENGINEER

EXHIBIT A-2

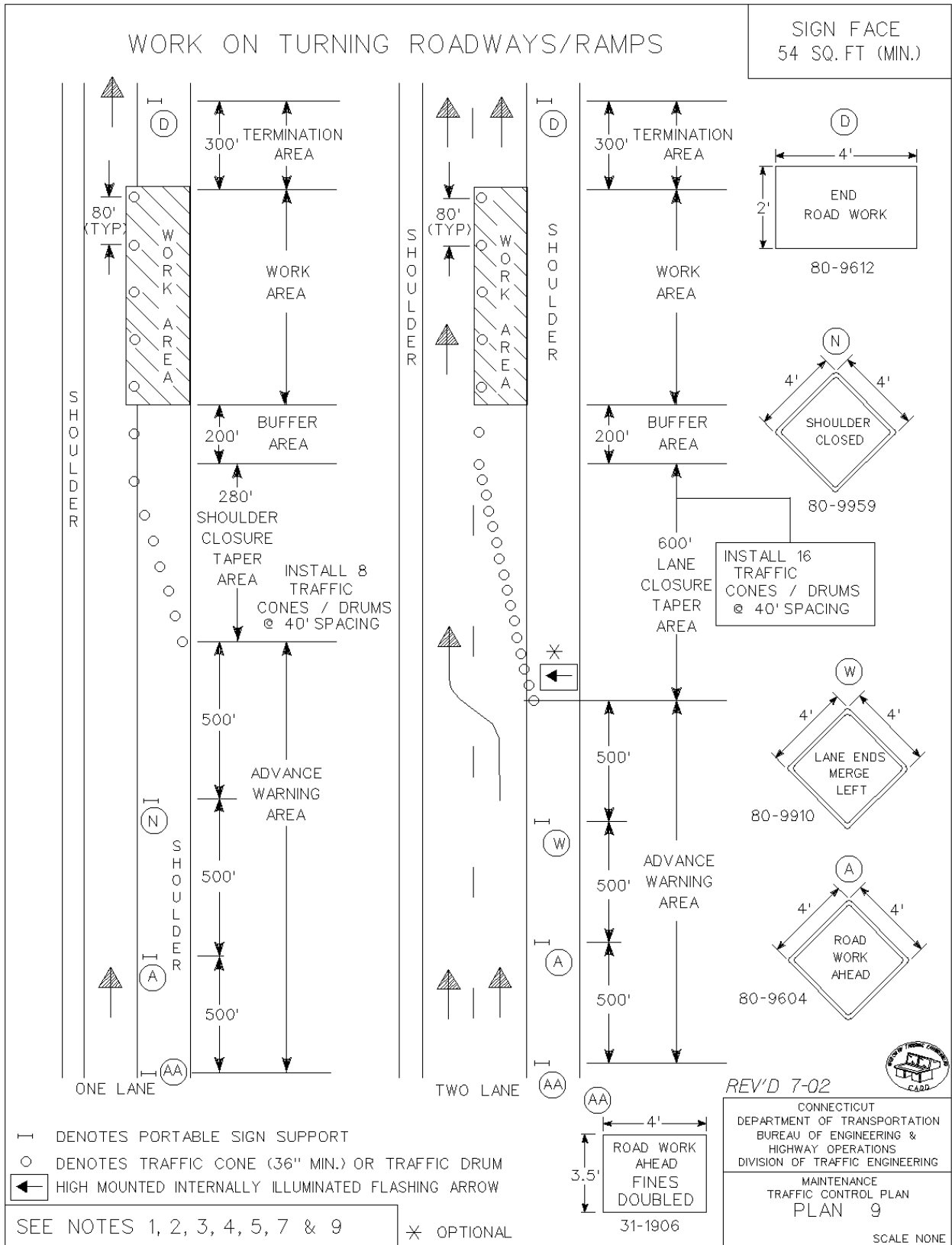
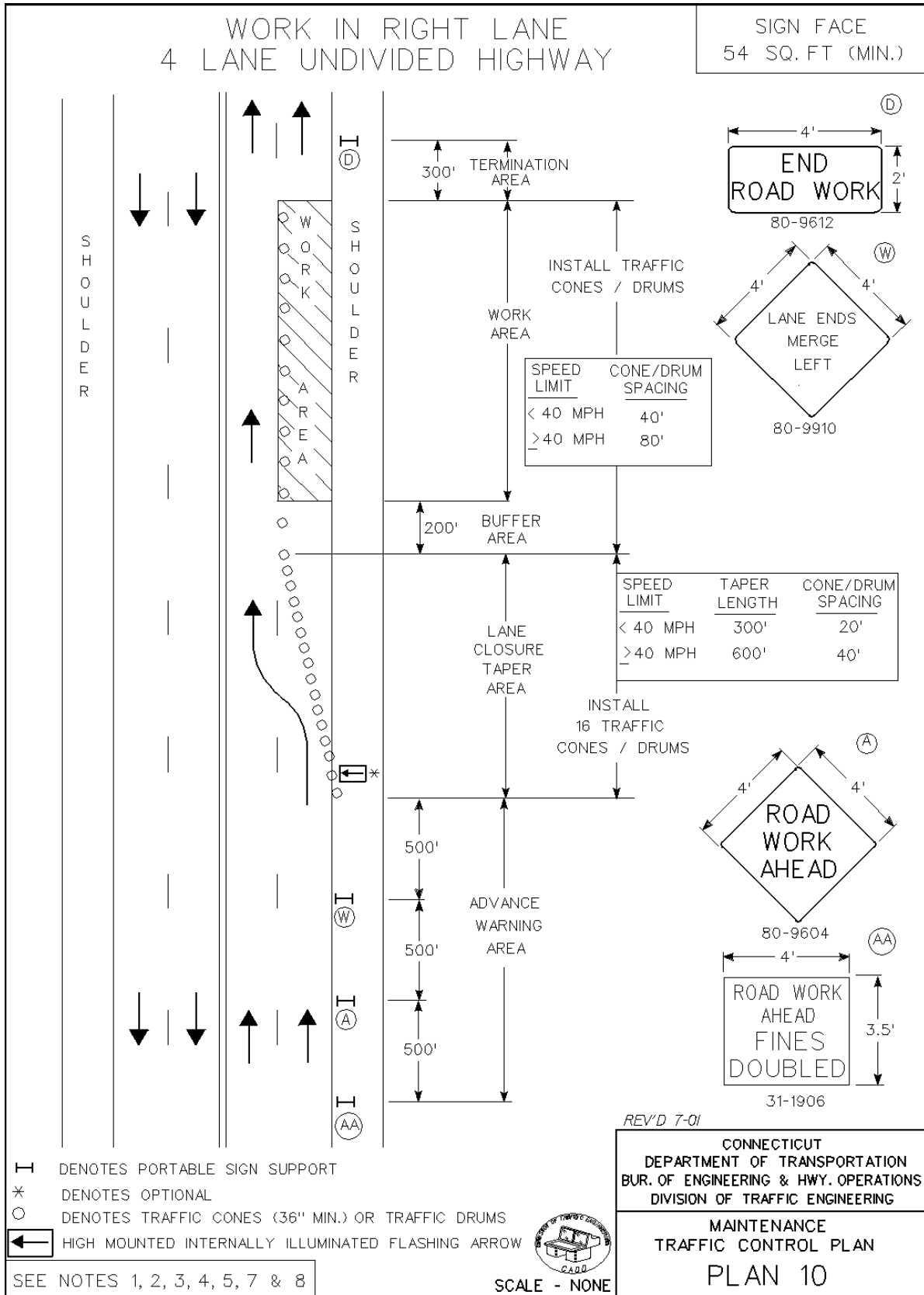
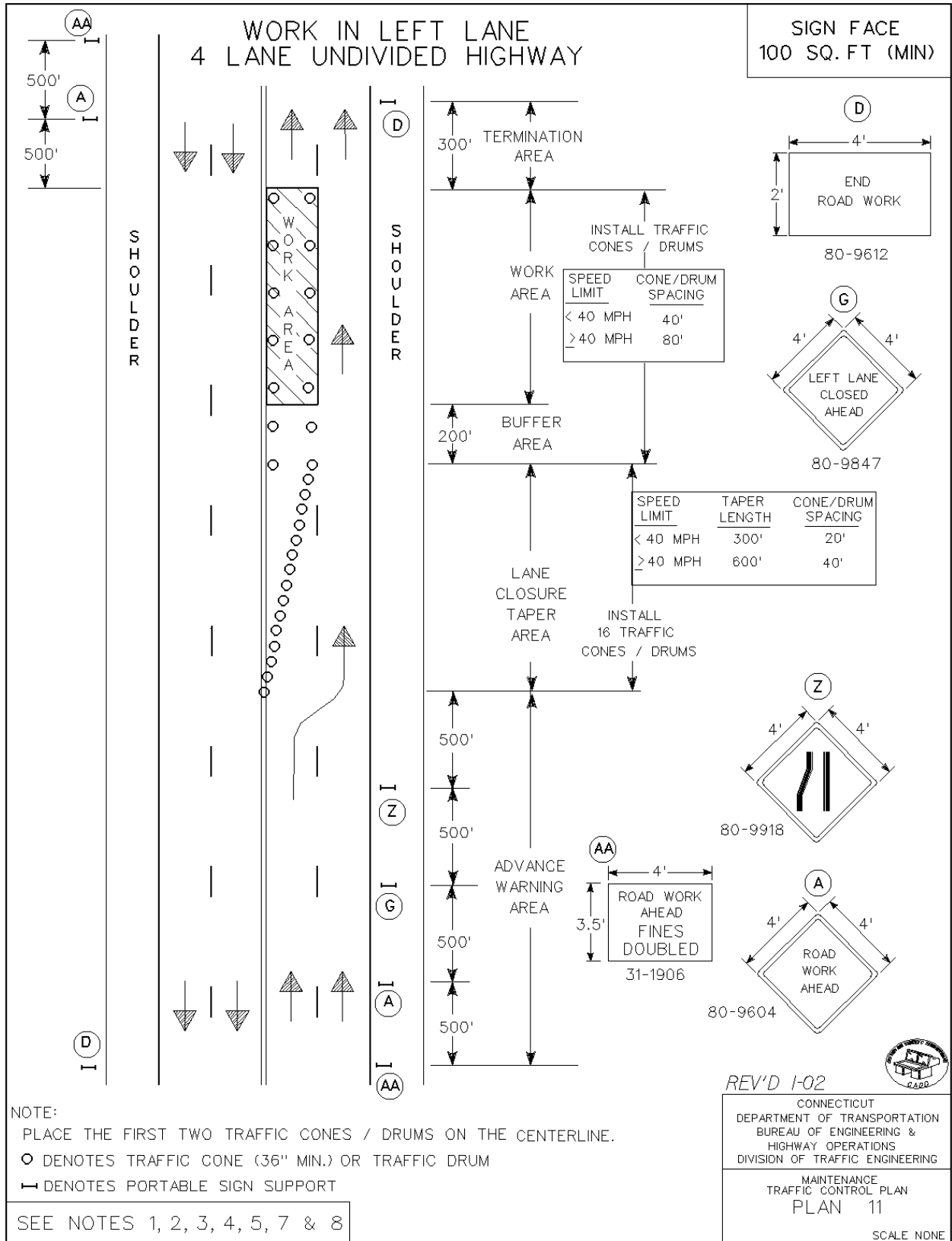


EXHIBIT A-2



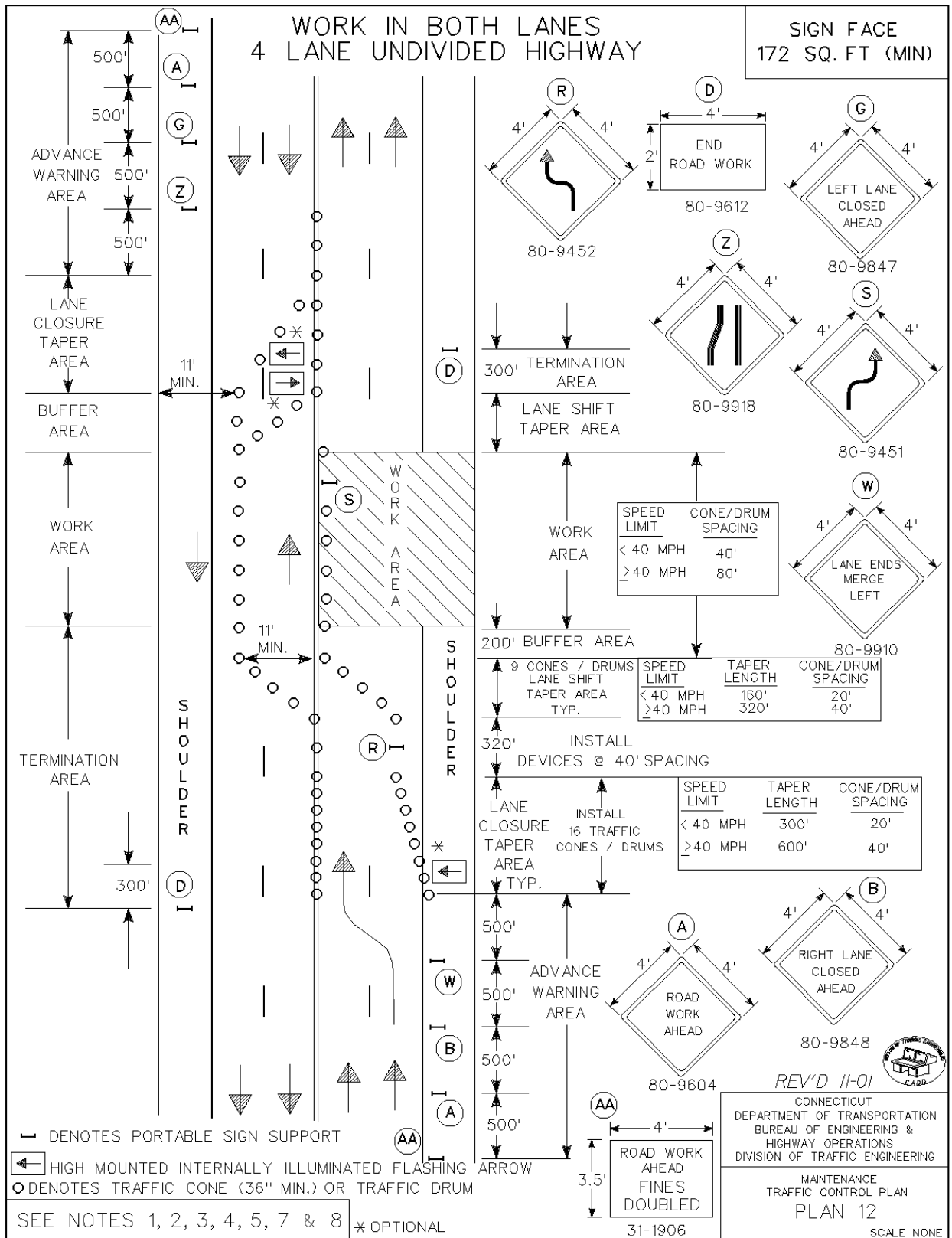
APPROVED J.F. Carey DATE 7-23-01
PRINCIPAL ENGINEER

EXHIBIT A-2



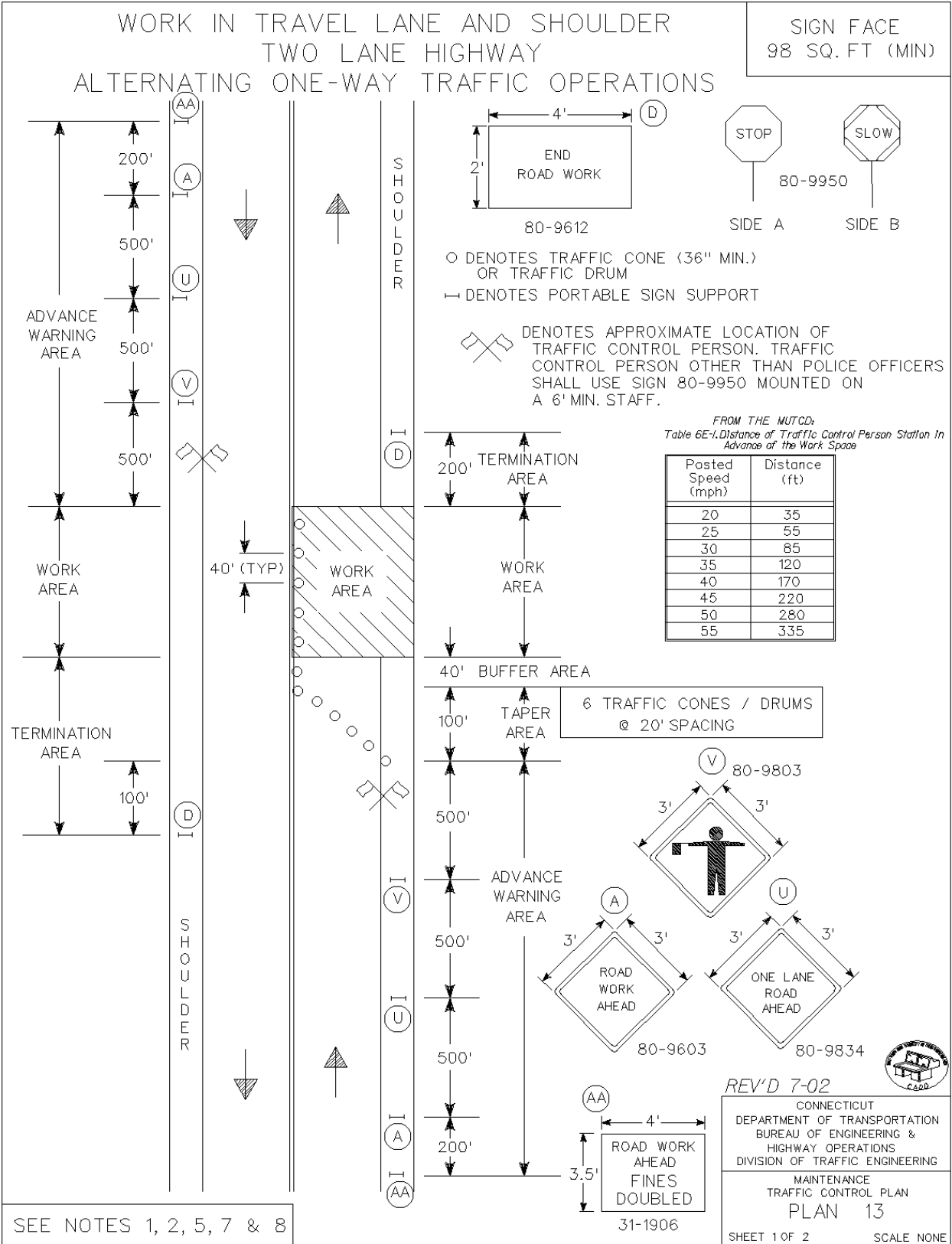
APPROVED J. Carey DATE 1/31/02
PRINCIPAL ENGINEER

EXHIBIT A-2



APPROVED John F. Carey DATE 11/15/01
 PRINCIPAL ENGINEER

EXHIBIT A-2



APPROVED Charles S. Harlow DATE 7/19/02
PRINCIPAL ENGINEER

EXHIBIT A-2

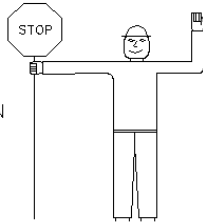
WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY
ALTERNATING ONE-WAY TRAFFIC OPERATIONS

HAND SIGNAL METHODS TO BE USED BY TRAFFIC CONTROL PERSONS

THE FOLLOWING METHODS FROM SECTION 6E.04 TRAFFIC CONTROL PERSON PROCEDURES IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED BY TRAFFIC CONTROL PERSONS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

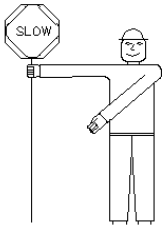
A. TO STOP TRAFFIC

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



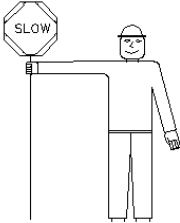
B. TO DIRECT TRAFFIC TO PROCEED

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



C. TO ALERT OR SLOW TRAFFIC

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



SEE NOTES 1, 2, 5, 7 & 8

REV'D 7-02

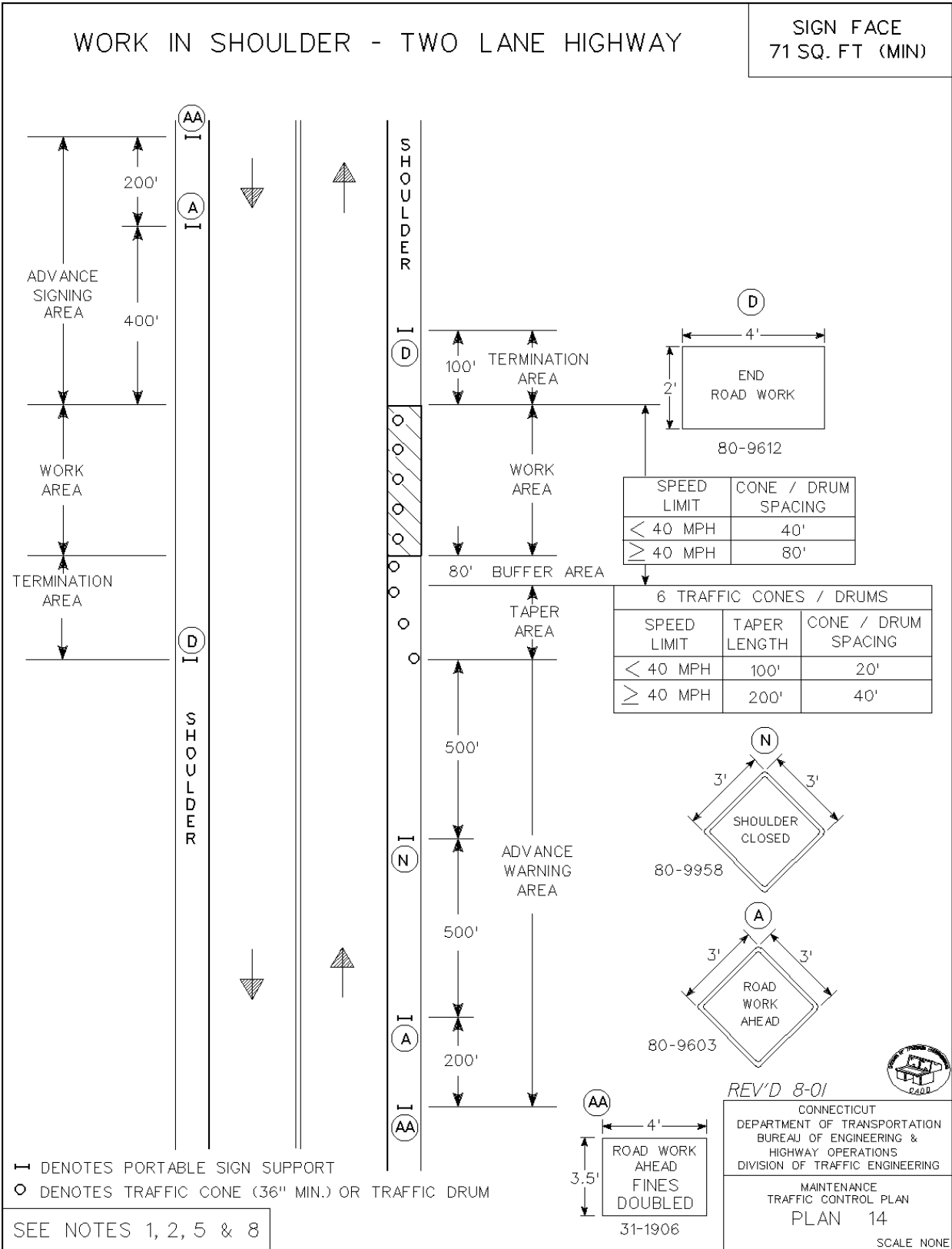


CONNECTICUT
DEPARTMENT OF TRANSPORTATION
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HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 13
SHEET 2 OF 2 SCALE NONE

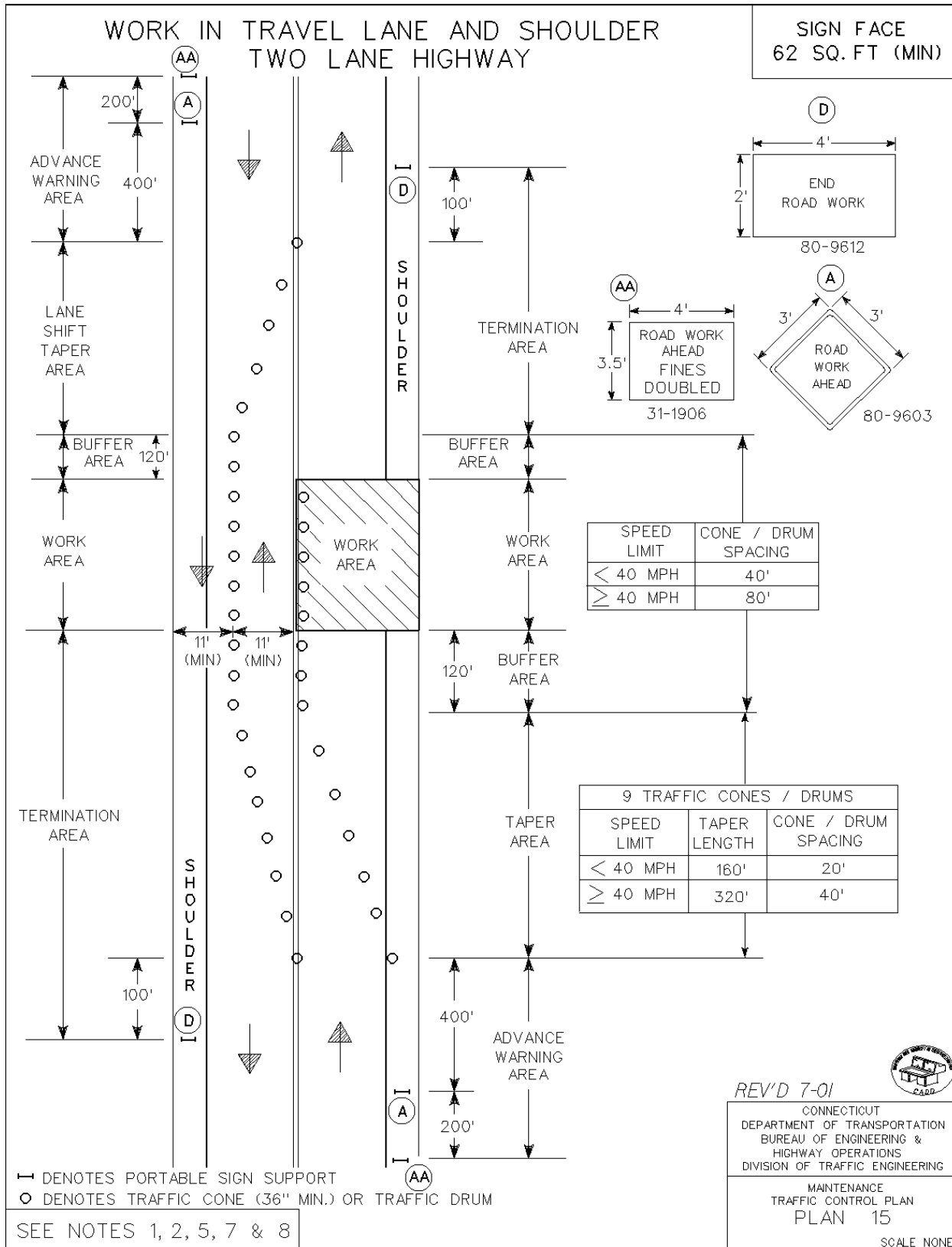
APPROVED Charles S. Harlow DATE 7/19/02
PRINCIPAL ENGINEER

EXHIBIT A-2



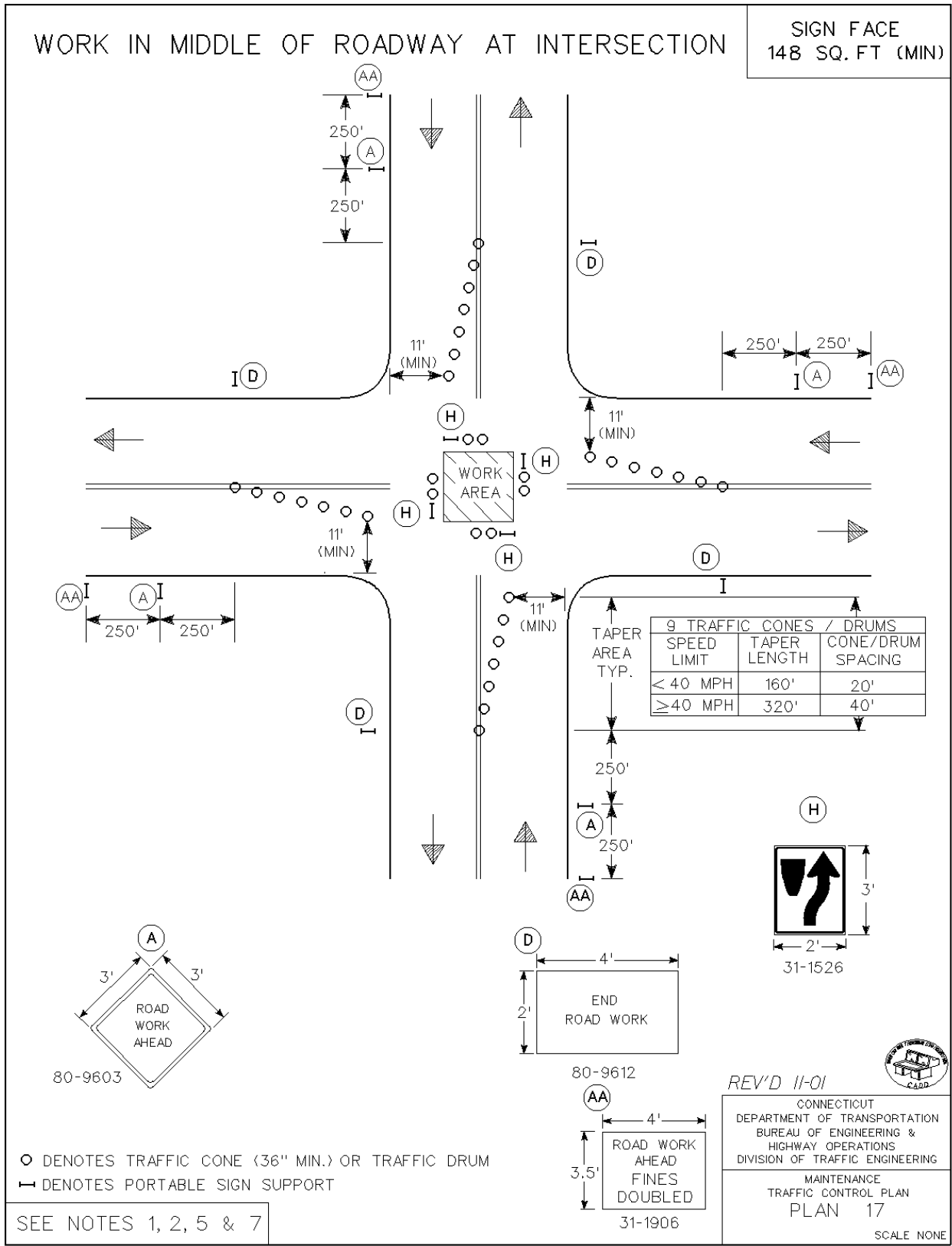
APPROVED John F. Carey DATE 8/7/01
 PRINCIPAL ENGINEER

EXHIBIT A-2



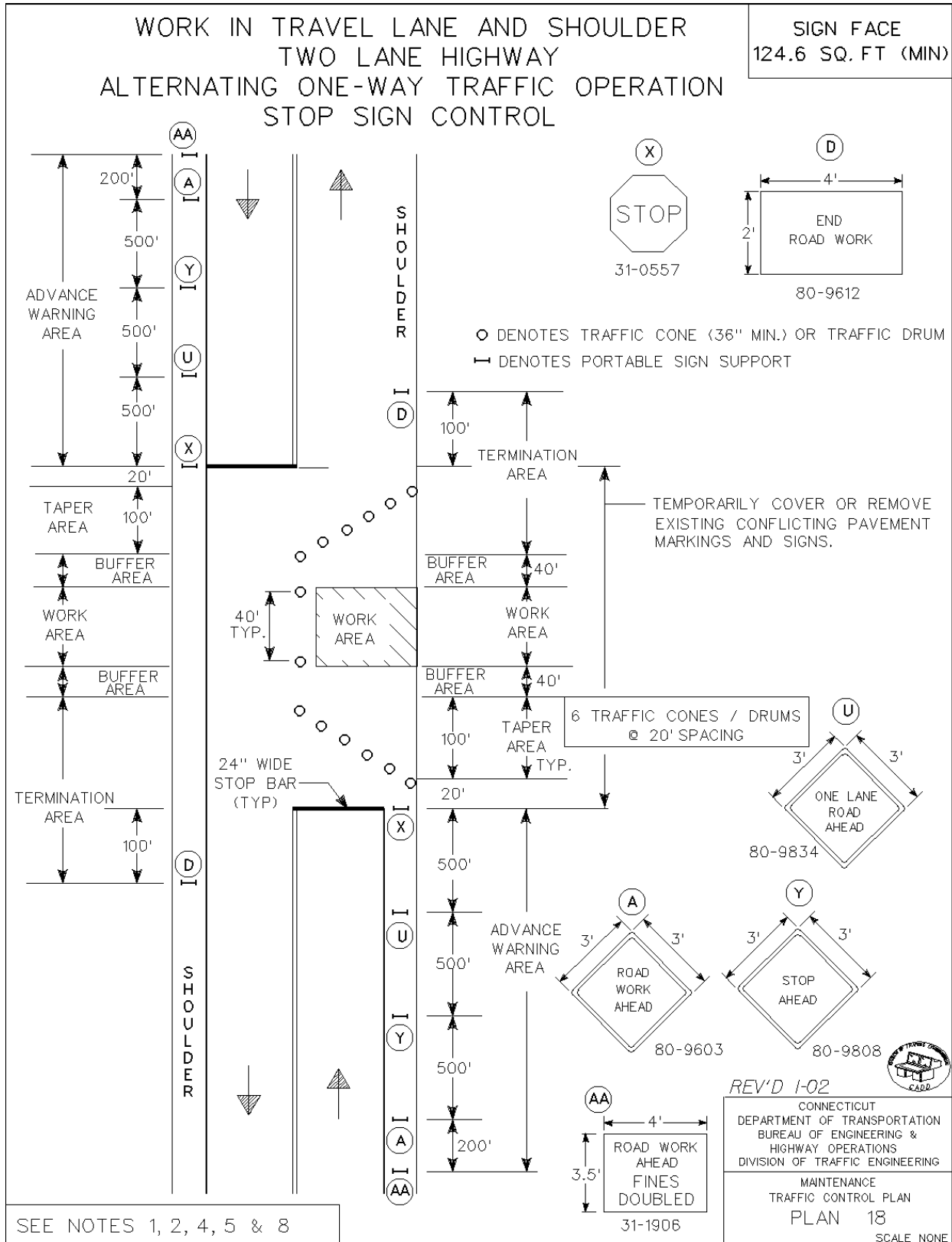
APPROVED J.F. Carey DATE 7-23-01
 PRINCIPAL ENGINEER

EXHIBIT A-2



APPROVED John F. Carey DATE 11-15-01
 PRINCIPAL ENGINEER

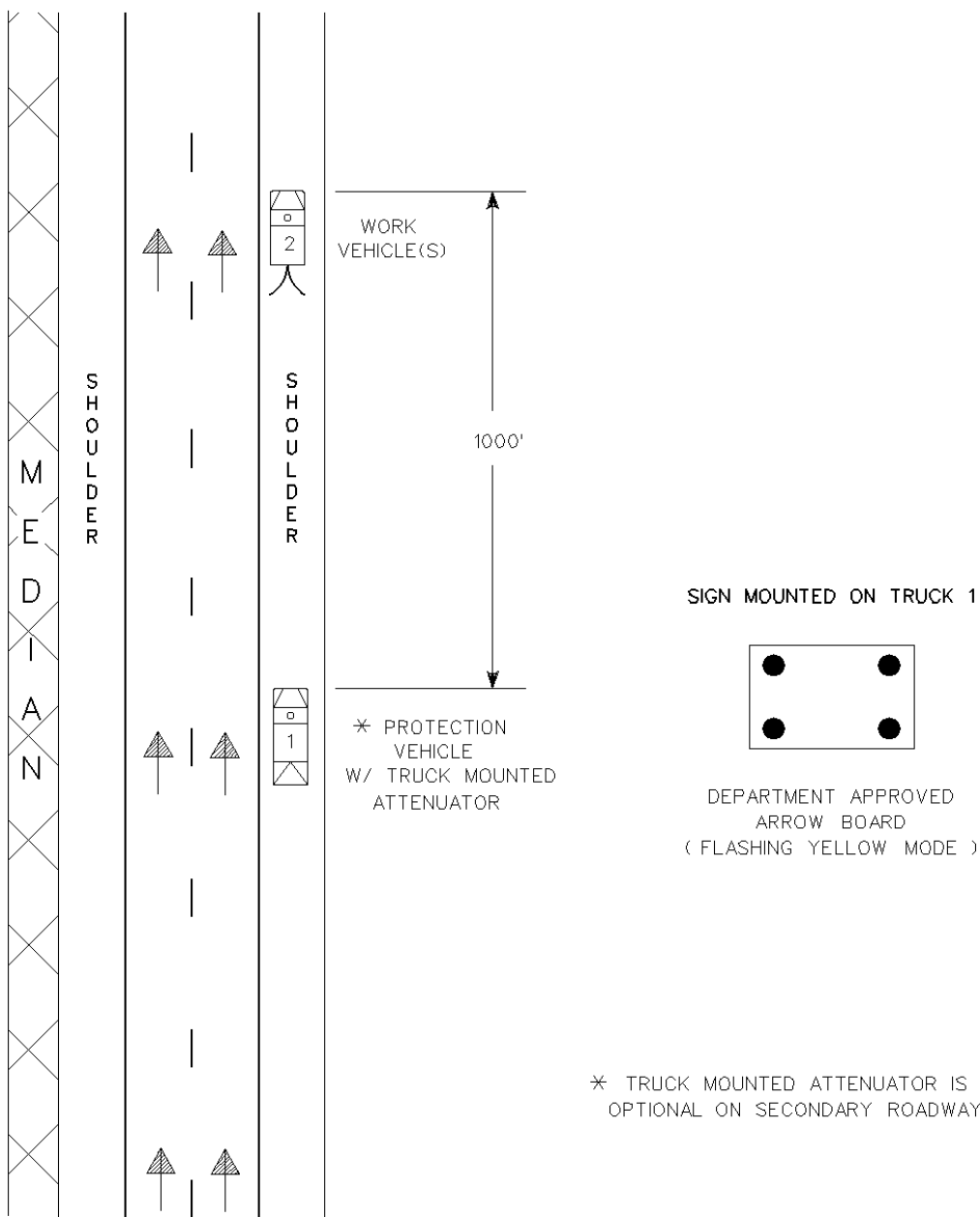
EXHIBIT A-2




APPROVED John F. Carey DATE 1/31/02
PRINCIPAL ENGINEER

EXHIBIT A-2

**MOVING OPERATION ON RIGHT SHOULDER
MULTILANE HIGHWAY & SECONDARY ROADWAYS**



REV'D 3-02 

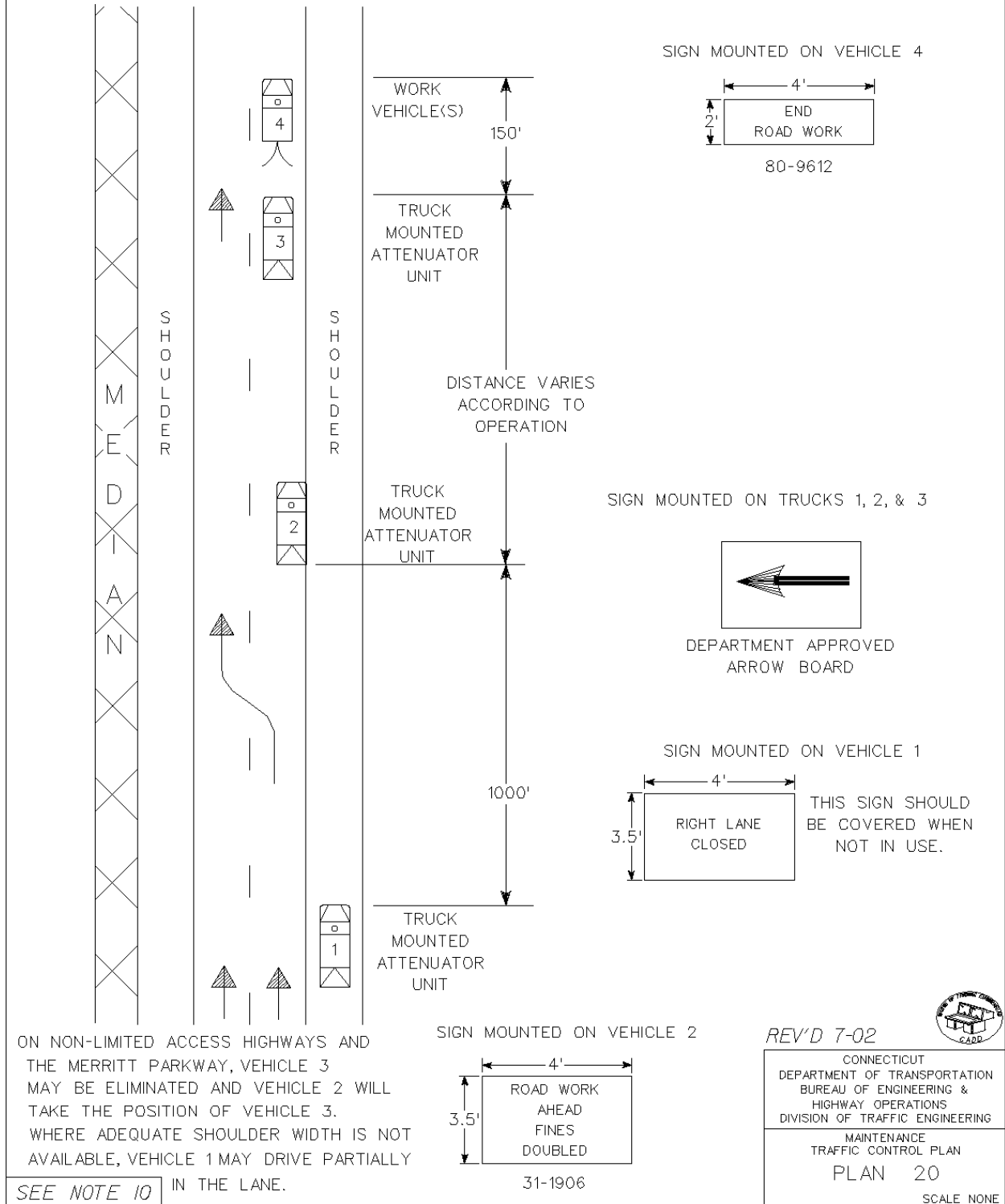
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 19
SCALE NDNE

APPROVED John D. Micali DATE 3/27/02
PRINCIPAL ENGINEER

EXHIBIT A-2

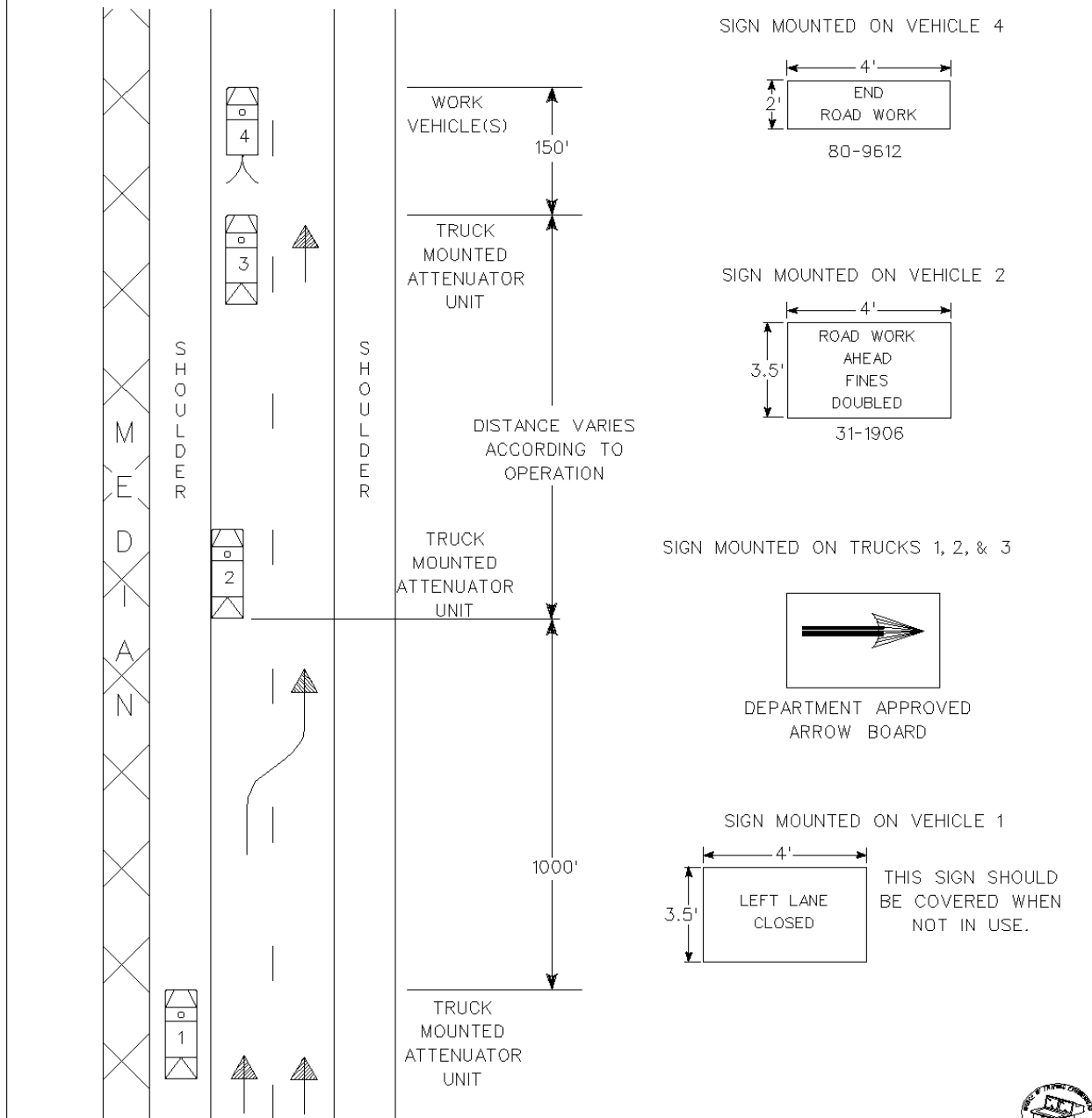
MOVING OPERATION IN RIGHT LANE
AND OUTSIDE SHOULDER AT THE SAME TIME
MULTILANE HIGHWAY



APPROVED John D. McCall DATE 7/17/02
PRINCIPAL ENGINEER

EXHIBIT A-2

MOVING OPERATION IN LEFT LANE
AND INSIDE SHOULDER AT THE SAME TIME
MULTILANE HIGHWAY



ON NON-LIMITED ACCESS HIGHWAYS AND THE MERRITT PARKWAY, VEHICLE 3 MAY BE ELIMINATED AND VEHICLE 2 WILL TAKE THE POSITION OF VEHICLE 3. WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

REV'D 7-02



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

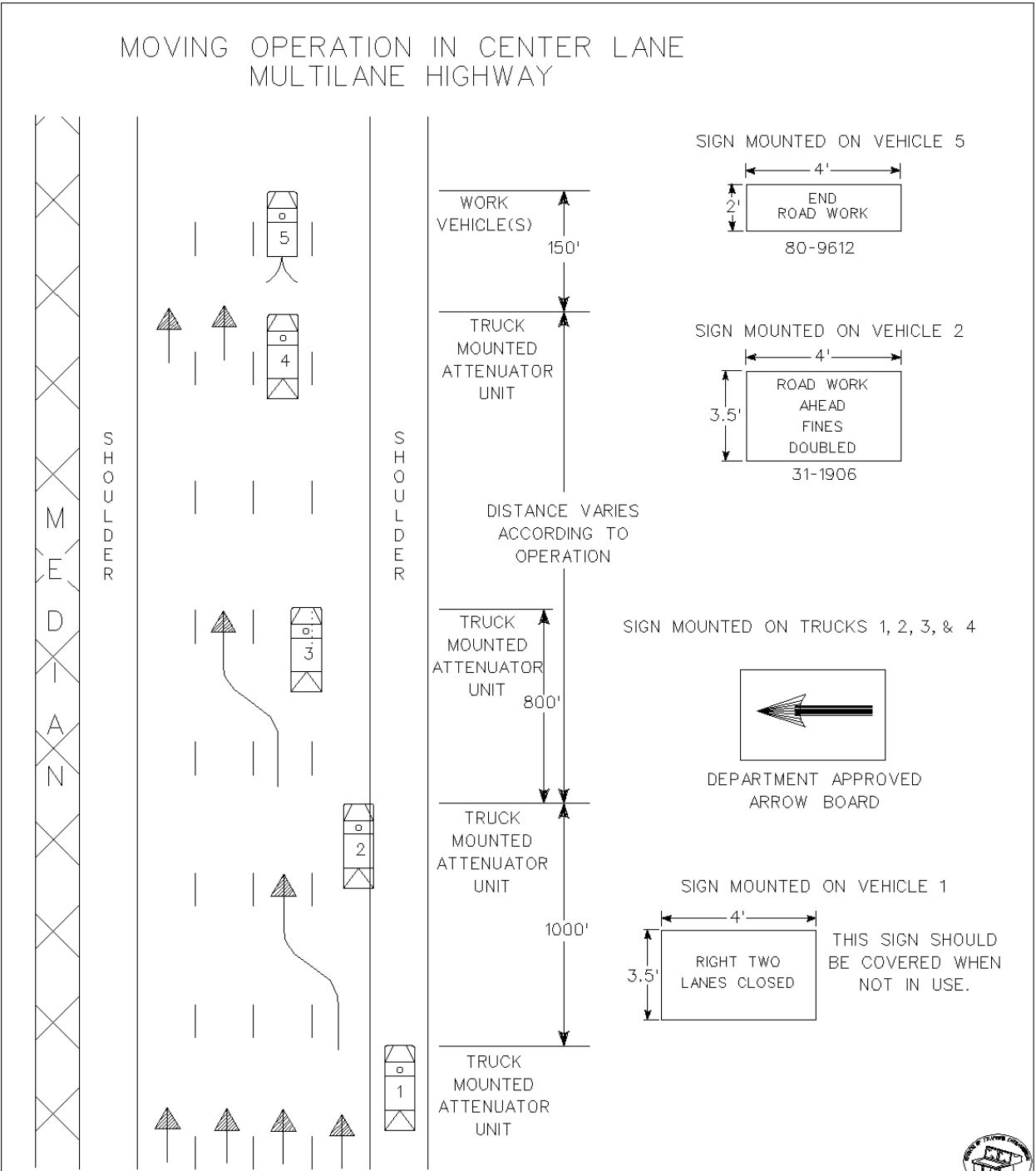
MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 21

SCALE NONE

APPROVED John D. McCall DATE 7/17/02
PRINCIPAL ENGINEER

EXHIBIT A-2

MOVING OPERATION IN CENTER LANE
MULTILANE HIGHWAY



WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE,
VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

REV'D 7-02

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

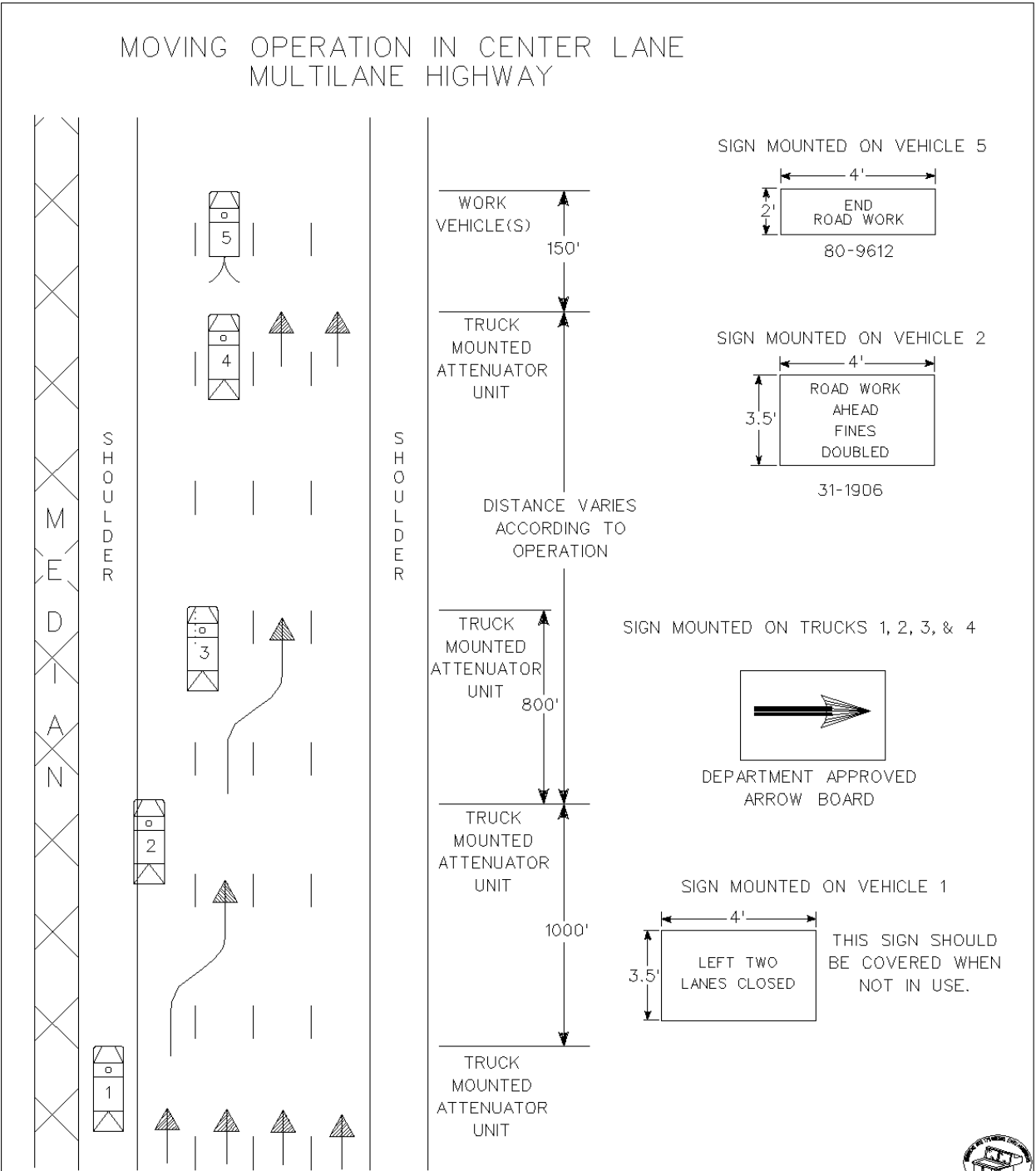
MAINTENANCE
TRAFFIC CONTROL PLAN
PLAN 22

SCALE NONE

APPROVED John D. McCall DATE 7/17/02
PRINCIPAL ENGINEER

EXHIBIT A-2

MOVING OPERATION IN CENTER LANE
MULTILANE HIGHWAY



WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE,
VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

REV'D 7-02



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

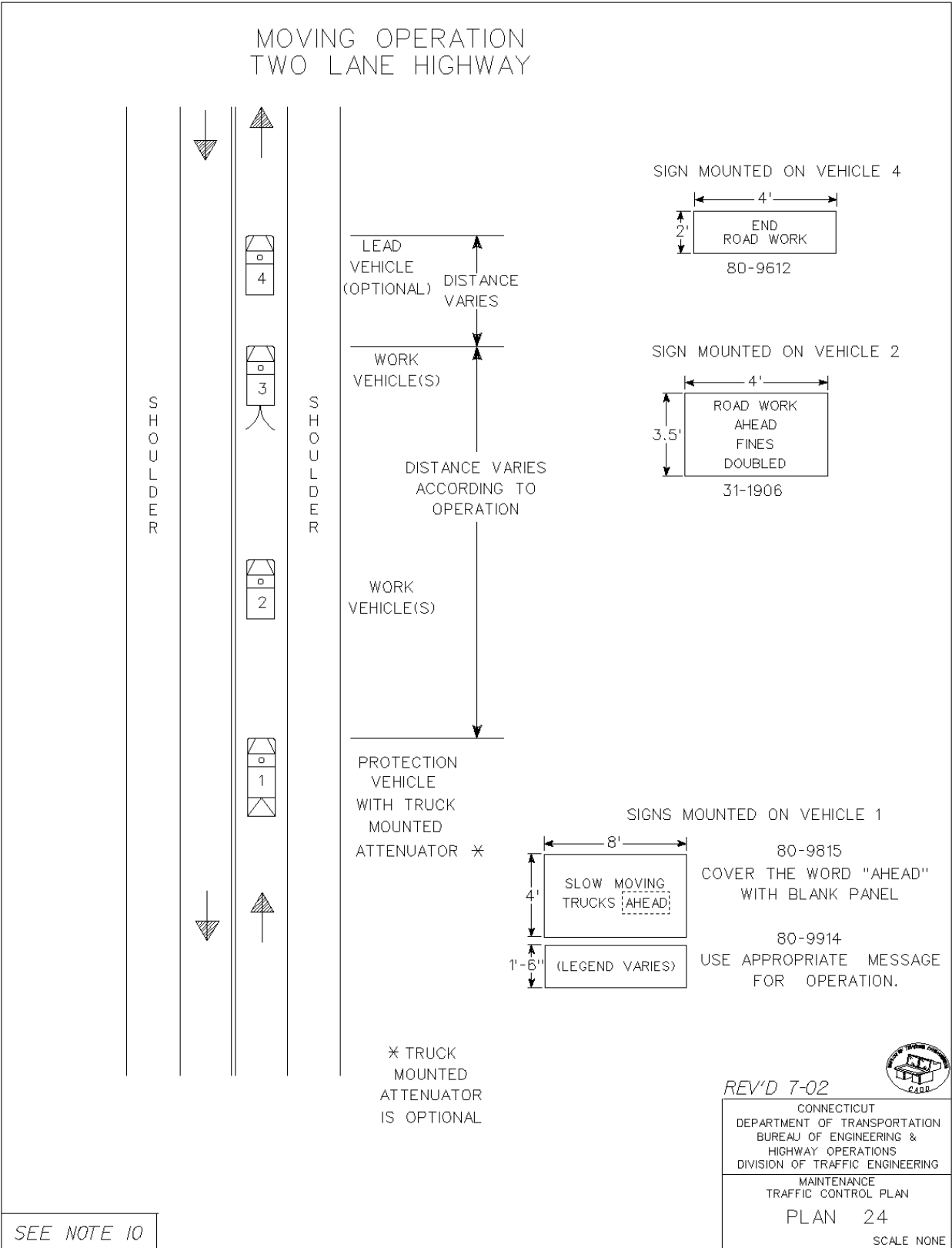
MAINTENANCE
TRAFFIC CONTROL PLAN

PLAN 23

SCALE NONE

APPROVED John D. McCall DATE 7/17/02
PRINCIPAL ENGINEER

EXHIBIT A-2



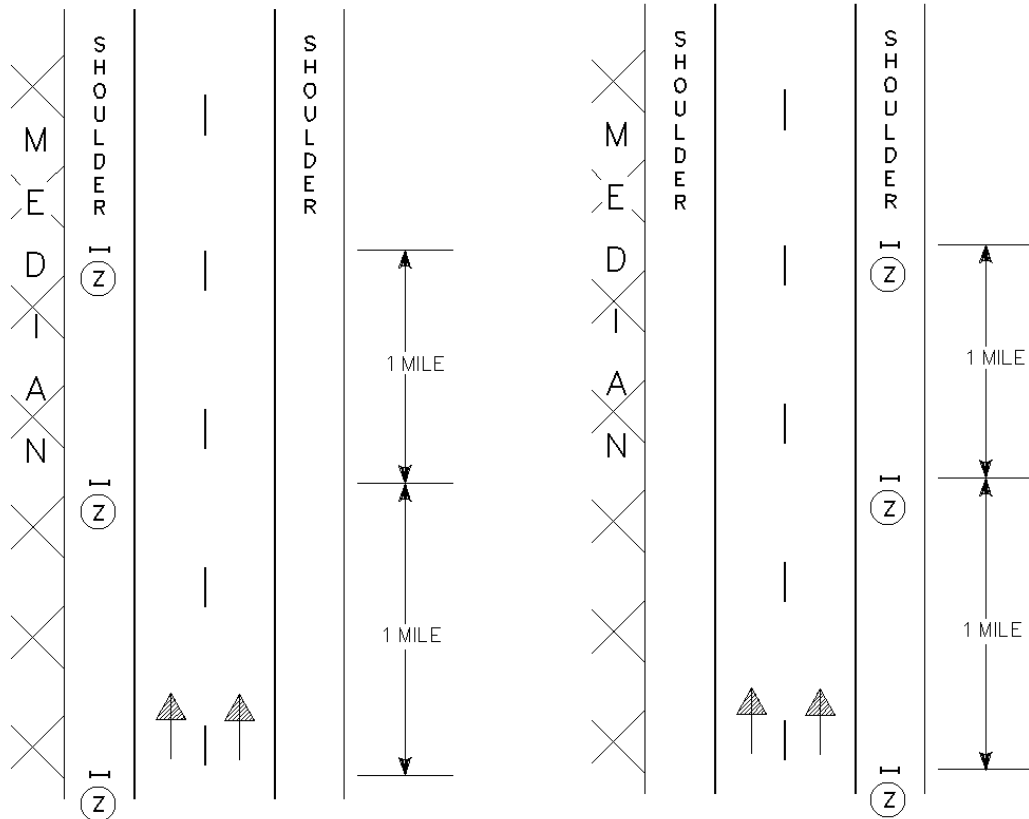
SEE NOTE 10

APPROVED John D. McCall DATE 7/17/02
PRINCIPAL ENGINEER

EXHIBIT A-2

MOWING OPERATION - MULTILANE HIGHWAY

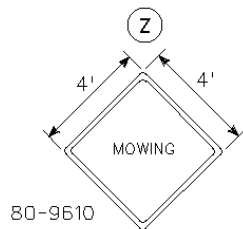
FOR EQUIPMENT ON THE ROADWAY, ROADSIDE
OR ON THE MEDIAN COMPLETELY OFF THE ROADWAY



MOWING IN MEDIAN

MOWING RIGHT OF TRAVELWAY

INSTALL "MOWING" SIGNS ON OPPOSITE TRAVELWAY MEDIAN SHOULDER AS SHOWN ABOVE.



ERECT "MOWING" SIGNS AT 1 MILE INTERVAL AND IMMEDIATELY BEYOND THE ENTRANCE RAMP.

WHEN MOWING FROM A TRAVEL LANE, USE BACK UP VEHICLES 1, 2 & 3 AS SHOWN ON PLANS 20 & 21 TO PROTECT MOWING OPERATIONS. WHEN MOWING EQUIPMENT MUST USE THE TRAVELWAY TO GET AROUND AN OBSTACLE, USE BACKUP VEHICLES 2 & 3 ONLY. THE BACKUP VEHICLES MUST REMAIN OFF THE ROADWAY UNTIL MOWING EQUIPMENT IS READY TO GET OUT ONTO THE TRAVELWAY. THE DISTANCE BETWEEN VEHICLE 3 AND THE MOWING EQUIPMENT IS TO BE 200 FEET.

REV'D 7-01

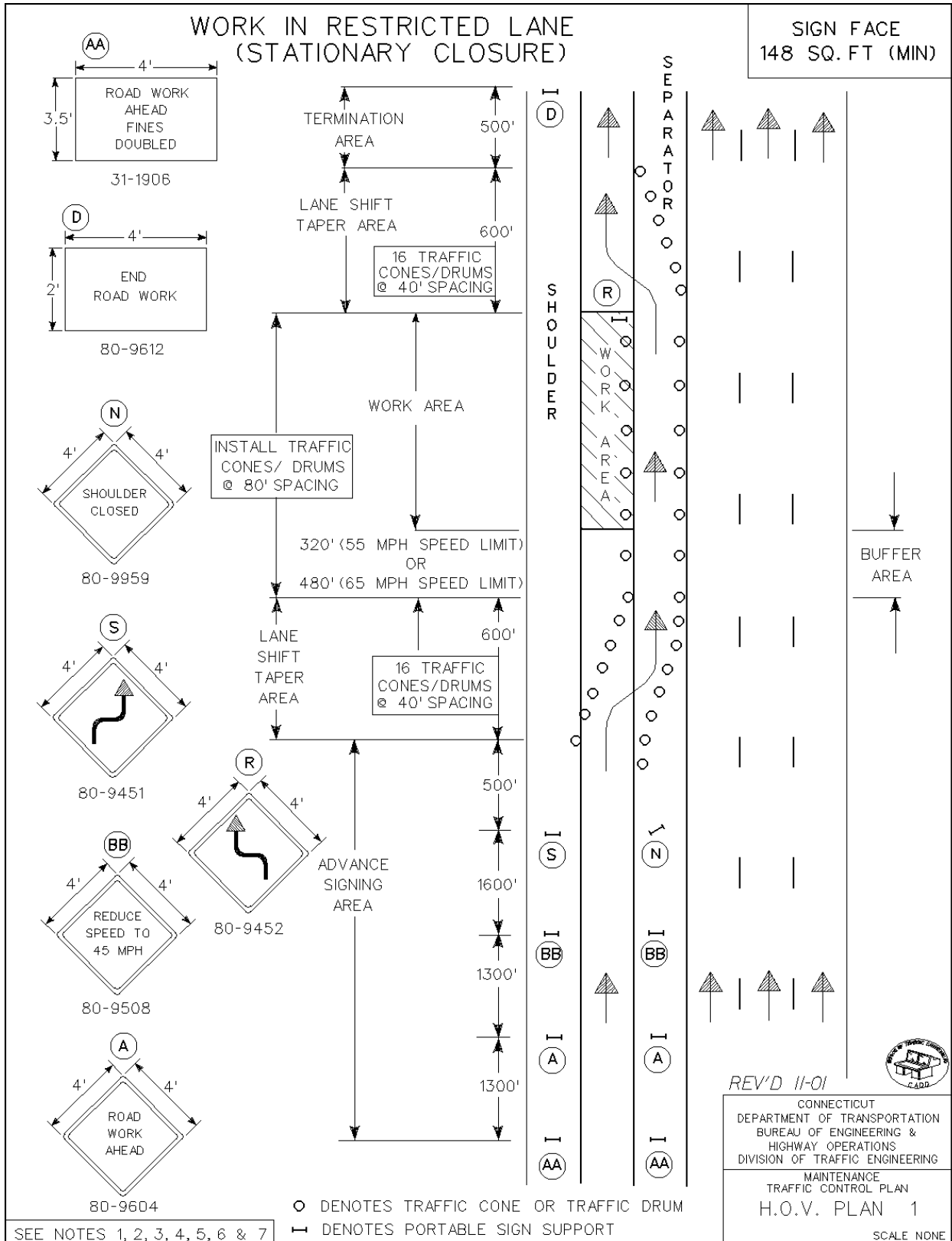


CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & HIGHWAY OPERATIONS DIVISION OF TRAFFIC ENGINEERING
MAINTENANCE TRAFFIC CONTROL PLAN
PLAN 25
SCALE NONE

J.D. Micali
PRINCIPAL ENGINEER

DATE 7-20-01

EXHIBIT A-2



SEE NOTES 1, 2, 3, 4, 5, 6 & 7

○ DENOTES TRAFFIC CONE OR TRAFFIC DRUM
 ─ DENOTES PORTABLE SIGN SUPPORT

REV'D 11-01

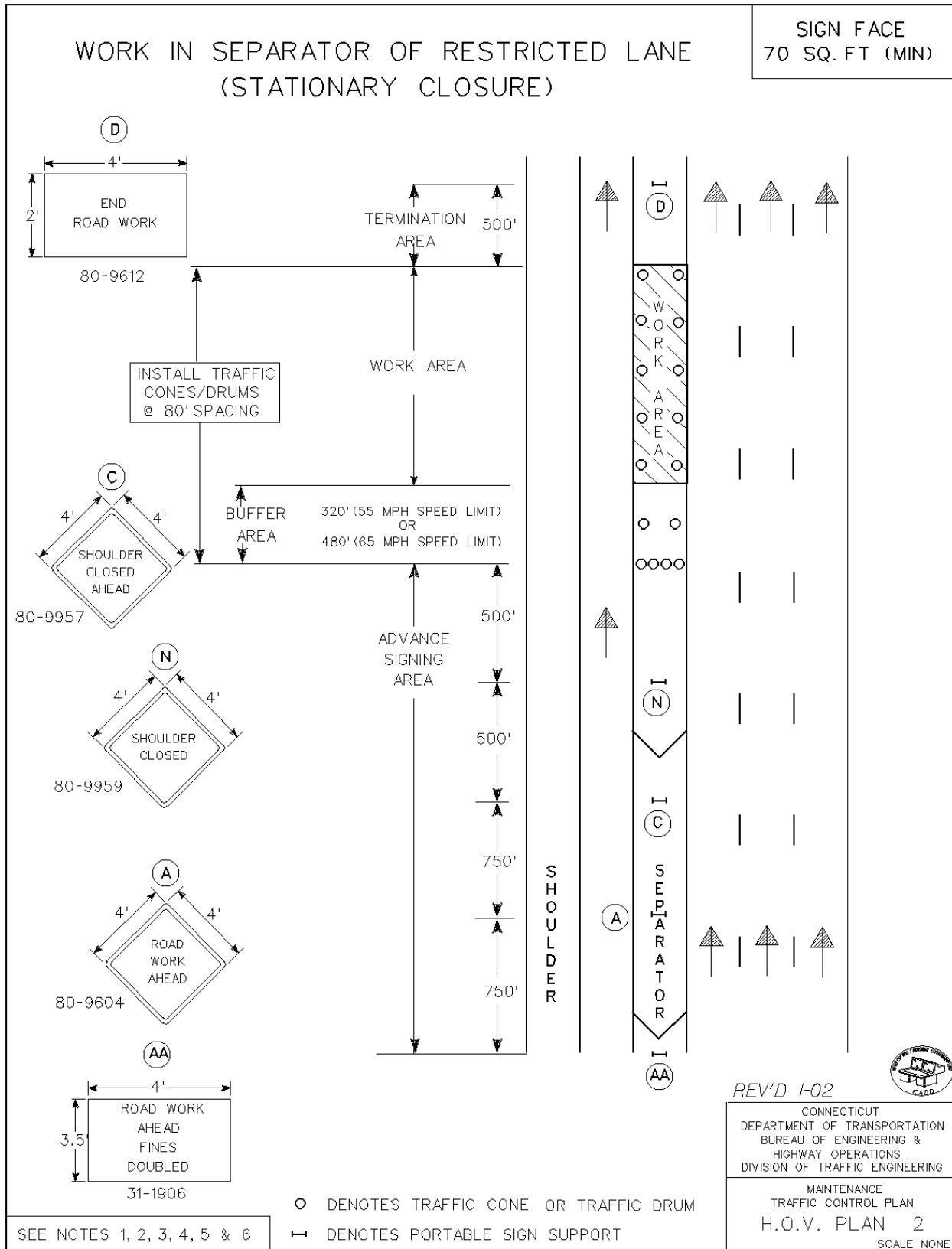
CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING &
 HIGHWAY OPERATIONS
 DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
 TRAFFIC CONTROL PLAN
 H.O.V. PLAN 1

SCALE NONE

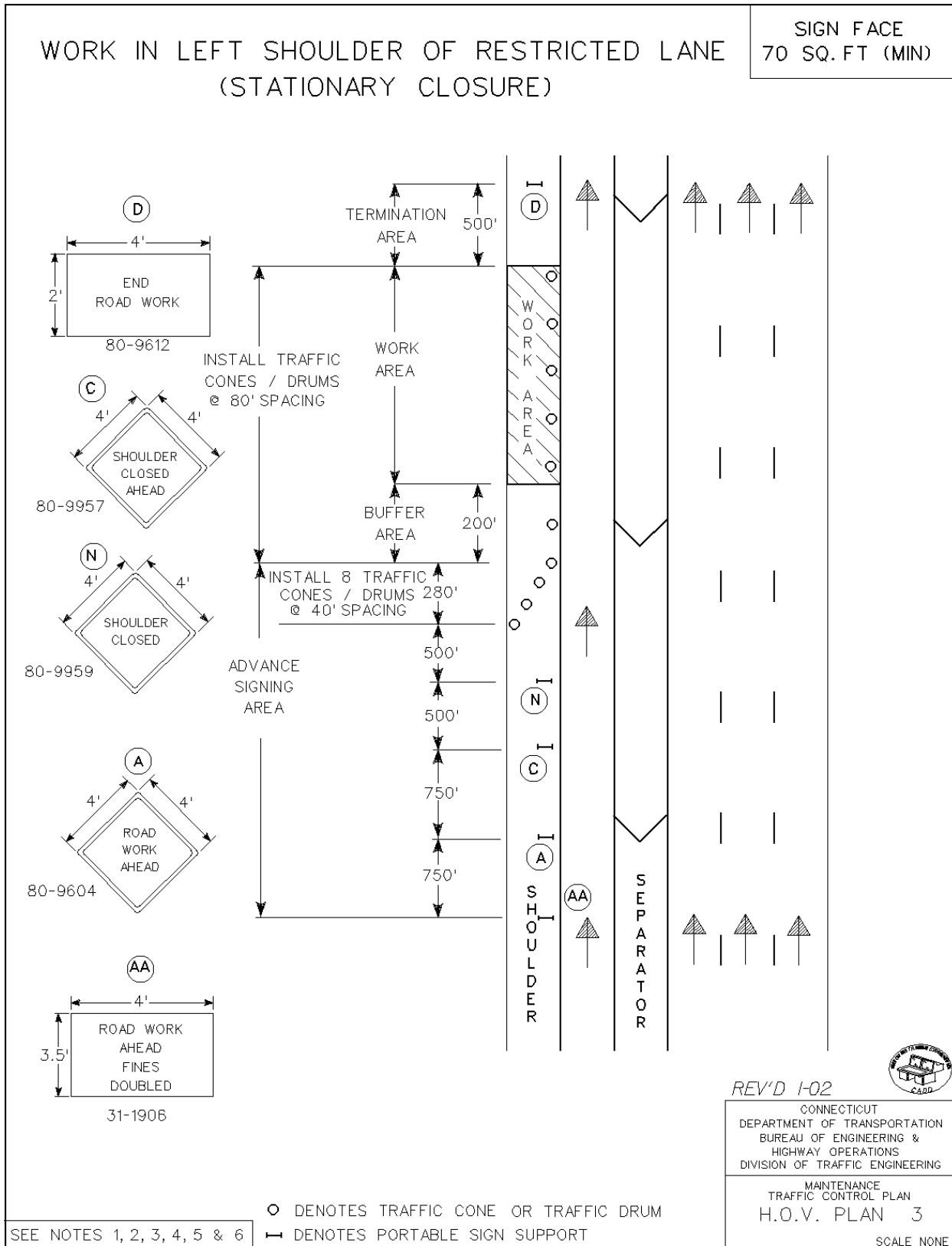
APPROVED John F. Carey DATE 11/15/01
 PRINCIPAL ENGINEER

EXHIBIT A-2



APPROVED John F. Corey DATE 1/31/02
PRINCIPAL ENGINEER

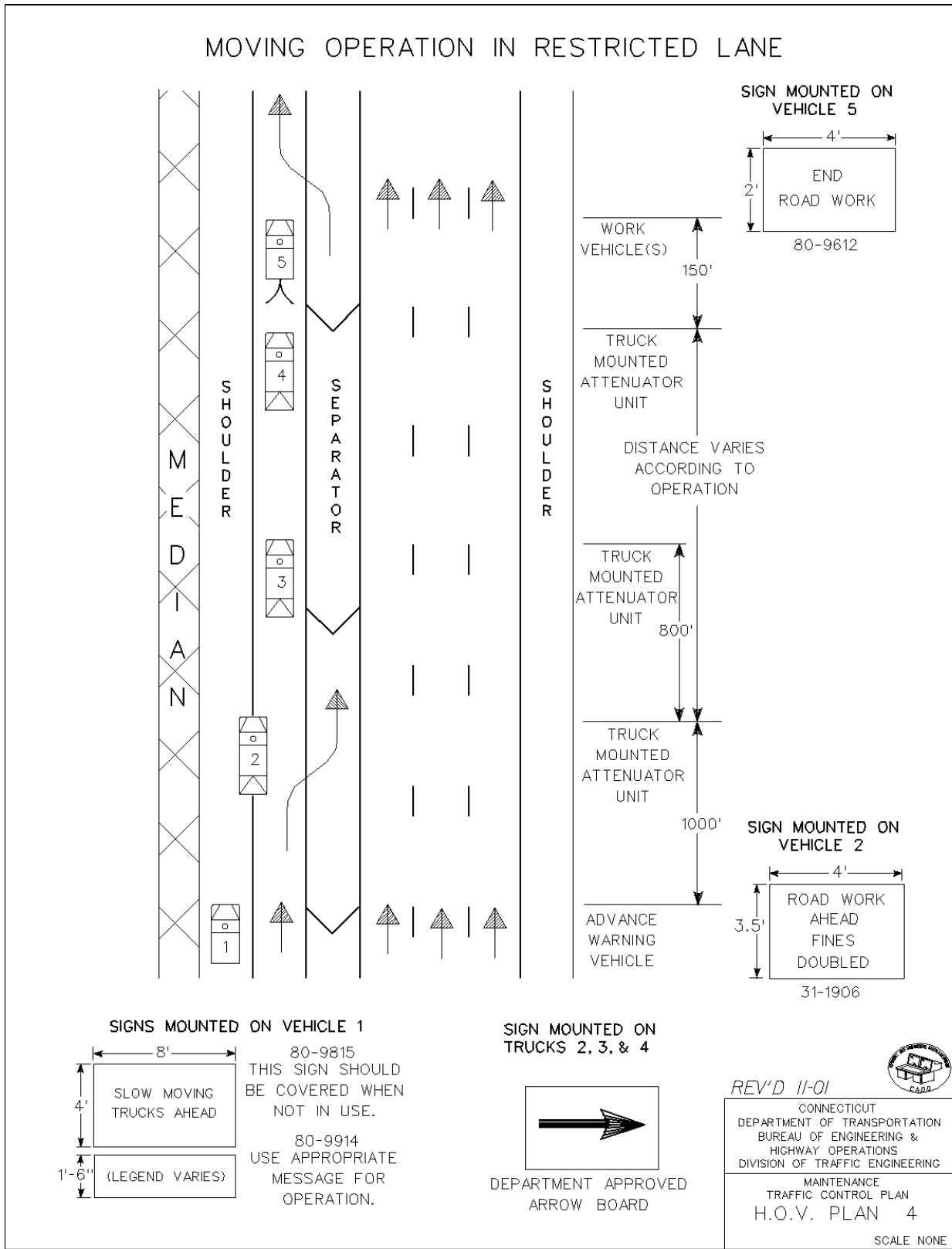
EXHIBIT A-2



APPROVED John F. Carey DATE 1/31/02
PRINCIPAL ENGINEER

EXHIBIT A-2

MOVING OPERATION IN RESTRICTED LANE



SIGNS MOUNTED ON VEHICLE 1

80-9815
 THIS SIGN SHOULD BE COVERED WHEN NOT IN USE.

80-9914
 USE APPROPRIATE MESSAGE FOR OPERATION.

8' (width)
 4' (height)
 1'-6" (height of legend box)
 (LEGEND VARIES)

SIGN MOUNTED ON TRUCKS 2, 3, & 4

DEPARTMENT APPROVED
 ARROW BOARD

SIGN MOUNTED ON VEHICLE 5

4' (width)
 2' (height)
 END ROAD WORK
 80-9612

150' (distance from work vehicle to attenuator)

SIGN MOUNTED ON VEHICLE 2

4' (width)
 3.5' (height)
 ROAD WORK AHEAD
 FINES DOUBLED
 31-1906

REV'D 11-01

CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF ENGINEERING &
 HIGHWAY OPERATIONS
 DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE
 TRAFFIC CONTROL PLAN
H.O.V. PLAN 4

SCALE NONE

APPROVED John F. Carey DATE 11/15/01
 PRINCIPAL ENGINEER

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES	BIDDER NAME:	

ITEMS 1 THROUGH 20 WILL BE USED FOR INSTALLATIONS ON BRIDGES ONLY

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

INSTALLATION OF STRUCTURE MOUNTED CHAIN LINK FENCE - (NEW LOCATIONS) TYPE "A"

- **STANDARD PLATE MOUNTED (GALVANIZED)**

(See Miscellaneous Detail Sheet "B". For 7 Feet High Curved Top see Miscellaneous Detail Sheets "E" and "F")

1.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
2.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
3.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
4.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

- **STANDARD PLATE MOUNTED (POLYVINYL CHLORIDE)**

(See Miscellaneous Detail Sheet "B". For 7 Feet High Curved Top see Miscellaneous Detail Sheets "E" and "F")

5.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
6.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
7.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
8.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

• **STRAP MOUNTED (GALVANIZED)**

(See Miscellaneous Detail Sheet “C”. For 7 Ft High Curved Top see Miscellaneous Detail Sheets “E” and “F”)

9.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
10.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
11.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
12.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **STRAP MOUNTED (POLYVINYL CHLORIDE)**

(See Miscellaneous Detail Sheet “C”. For 7 Ft High Curved Top see Miscellaneous Detail Sheets “E” and “F”)

13.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
14.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
15.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
16.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **ADDITIONAL COST FOR 1 INCH MESH**

17.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
18.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
19.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
20.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

• **CHAIN LINK FENCE ON EXISTING IN-PLACE POSTS**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED FENCE AND ASSOCIATED HARDWARE AND THE FURNISHING OF AND INSTALLATION OF NEW FENCE WITH ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED REPLACEMENT FOOTAGE. CHAIN LINK FENCE SHALL BE EITHER GALVANIZED AND CONFORM TO SECTION 9.13 OF FORM 816 OR POLYVINYL CHLORIDE COATED FABRIC CONFORMING TO THE SPECIFICATIONS OF ASTM F668, CLASS 2B, #9.

21.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
22.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
23.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
24.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **INSTALLATION OF CHAIN LINK FENCE (NEW LOCATIONS)**

TYPE "A" (Items 25 through 71)

25.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
26.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
27.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
28.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
29.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE
 SP-16 REV. 05/08
 Prev NEW 5.07

**STATE OF CONNECTICUT
 PROCUREMENT DIVISION
 EXHIBIT B**

BID NO.: 13PSX0250

Contract Specialist
Rob Zalucki
Telephone Number
 (860) 713-5139

**PRICE SCHEDULE
 for**

- 1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00.**
- 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER.**
- 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.**

DESCRIPTION OF COMMODITY AND/OR SERVICES

BIDDER NAME:

	UNIT PRICE 1' – 50'	UNIT PRICE 51' – 100'	UNIT PRICE 101' – 500'	UNIT PRICE 501' – PLUS
--	------------------------	--------------------------	---------------------------	---------------------------

• **CHAIN LINK FENCE INCLUDING 3-STRAND BARBED WIRE**

30.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
31.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
32.	9 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **POLYVINYL CHLORIDE CHAIN LINK FENCE**

33.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
34.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
35.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
36.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
37.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

• **FABRIC CHAIN LINK-FENCE ON EXISTING IN-PLACE POSTS**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED FENCE FABRIC AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW FABRIC AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED REPLACEMENT FOOTAGE. FABRIC TO BE EITHER #9-2 ALUMINUM OR POLYVINYL CHLORIDE COATED.

38.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
39.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
40.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
41.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
42.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **LINE POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW LINE POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

		TYPE "A" STANDARD		POLYVINYL CHLORIDE COATED
43.	4 FT HIGH	\$ _____		\$ _____
44.	5 FT HIGH	\$ _____		\$ _____
45.	6 FT HIGH	\$ _____		\$ _____
46.	7 FT HIGH	\$ _____		\$ _____
47.	8 FT HIGH	\$ _____		\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
<ol style="list-style-type: none"> 1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES. 		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- **END POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW END POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

	TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
48. 4 FT HIGH	\$ _____	\$ _____
49. 5 FT HIGH	\$ _____	\$ _____
50. 6 FT HIGH	\$ _____	\$ _____
51. 7 FT HIGH	\$ _____	\$ _____
52. 8 FT HIGH	\$ _____	\$ _____

- **END POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

	TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
53. 7 FT HIGH	\$ _____	\$ _____
54. 8 FT HIGH	\$ _____	\$ _____
55. 9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- CORNER POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW CORNER POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

		TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
56.	4 FT HIGH	\$ _____	\$ _____
57.	5 FT HIGH	\$ _____	\$ _____
58.	6 FT HIGH	\$ _____	\$ _____
59.	7 FT HIGH	\$ _____	\$ _____
60.	8 FT HIGH	\$ _____	\$ _____

- CORNER POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

		TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
61.	7 FT HIGH	\$ _____	\$ _____
62.	8 FT HIGH	\$ _____	\$ _____
63.	9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- **PULL POSTS - (EACH)**

	TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
64. 4 FT HIGH	\$ _____	\$ _____
65. 5 FT HIGH	\$ _____	\$ _____
66. 6 FT HIGH	\$ _____	\$ _____
67. 7 FT HIGH	\$ _____	\$ _____
68. 8 FT HIGH	\$ _____	\$ _____

- **PULL POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

	TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
69. 7 FT HIGH	\$ _____	\$ _____
70. 8 FT HIGH	\$ _____	\$ _____
71. 9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE
 SP-16 REV. 05/08
 Prev NEW 5.07

**STATE OF CONNECTICUT
 PROCUREMENT DIVISION
 EXHIBIT B**

BID NO.: 13PSX0250

Contract Specialist
Rob Zalucki
Telephone Number
 (860) 713-5139

**PRICE SCHEDULE
 for**

- 1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00.**
- 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER.**
- 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.**

DESCRIPTION OF COMMODITY AND/OR SERVICES

BIDDER NAME:

	UNIT PRICE 1' – 50'	UNIT PRICE 51' – 100'	UNIT PRICE 101' – 500'	UNIT PRICE 501' – PLUS
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• **INSTALLATION OF CHAIN LINK FENCE (NEW LOCATIONS)**

TYPE "B" (Items 72 through 118)

72.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
73.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
74.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
75.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
76.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **CHAIN LINK FENCE INCLUDING 3-STRAND BARBED WIRE**

77.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
78.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
79.	9 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **POLYVINYL CHLORIDE CHAIN LINK FENCE**

80.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
81.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
82.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
83.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
84.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
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<i>Contract Specialist</i> Rob Zalucki	PRICE SCHEDULE for	
<i>Telephone Number</i> (860) 713-5139		

1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00.
2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER.
3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.

DESCRIPTION OF COMMODITY AND/OR SERVICES	BIDDER NAME:
--	--------------

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

- **FABRIC CHAIN LINK FENCE ON EXISTING IN-PLACE POSTS**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED FENCE FABRIC AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW FABRIC AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED REPLACEMENT FOOTAGE. FABRIC TO BE EITHER #9-2 ALUMINUM OR POLYVINYL CHLORIDE COATED

85.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
86.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
87.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
88.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
89.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

- **LINE POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW LINE POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

		TYPE "B" STANDARD		POLYVINYL CHLORIDE COATED
90.	4 FT HIGH	\$ _____		\$ _____
91.	5 FT HIGH	\$ _____		\$ _____
92.	6 FT HIGH	\$ _____		\$ _____
93.	7 FT HIGH	\$ _____		\$ _____
94.	8 FT HIGH	\$ _____		\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- END POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW END POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

	TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
95. 4 FT HIGH	\$ _____	\$ _____
96. 5 FT HIGH	\$ _____	\$ _____
97. 6 FT HIGH	\$ _____	\$ _____
98. 7 FT HIGH	\$ _____	\$ _____
99. 8 FT HIGH	\$ _____	\$ _____

- END POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

	TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
100 7 FT HIGH	\$ _____	\$ _____
101 8 FT HIGH	\$ _____	\$ _____
102 9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- CORNER POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW CORNER POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

		TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
103	4 FT HIGH	\$ _____	\$ _____
104	5 FT HIGH	\$ _____	\$ _____
105	6 FT HIGH	\$ _____	\$ _____
106	7 FT HIGH	\$ _____	\$ _____
107	8 FT HIGH	\$ _____	\$ _____

- CORNER POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

		TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
108.	7 FT HIGH	\$ _____	\$ _____
109.	8 FT HIGH	\$ _____	\$ _____
110.	9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- **PULL POSTS - (EACH)**

	TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
111. 4 FT HIGH	\$ _____	\$ _____
112. 5 FT HIGH	\$ _____	\$ _____
113. 6 FT HIGH	\$ _____	\$ _____
114. 7 FT HIGH	\$ _____	\$ _____
115. 8 FT HIGH	\$ _____	\$ _____

- **PULL POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

	TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
116. 7 FT HIGH	\$ _____	\$ _____
117. 8 FT HIGH	\$ _____	\$ _____
118. 9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
<ol style="list-style-type: none"> 1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES. 		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

• **DOUBLE GATES - (EACH)**

CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (BOTH LEAVES IN FEET)

		8 FT	10 FT	12 FT	14 FT	16 FT	18 FT	20 FT	22 FT	24 FT
119.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
120.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
121.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
122.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
123.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

• **SINGLE GATE - (EACH)**

CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (IN FEET)

		4 FT	5 FT	6 FT	7 FT	8 FT	10 FT	12 FT
124.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
125.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
126.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
127.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
128.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

• **SINGLE GATE INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

		4 FT	5 FT	6 FT	7 FT	8 FT	10 FT	12 FT
129.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
130.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
131.	9 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

• **DOUBLE GATES INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (BOTH LEAVES IN FEET)

		8 FT	10 FT	12 FT	14 FT	16 FT	18 FT	20 FT	22 FT	24 FT
132.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
133.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
134.	9 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
<ol style="list-style-type: none"> 1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES. 		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

• **SINGLE GATE POLYVINYL CHLORIDE COATED - (EACH)**
 CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (IN FEET)

		4 FT	5 FT	6 FT	8 FT	10 FT	12 FT
135.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
136.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
137.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
138.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
139.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

• **DOUBLE GATES POLYVINYL CHLORIDE COATED - (EACH)**
 CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (BOTH LEAVES IN FEET)

		8 FT	10 FT	12 FT	14 FT	16 FT	18 FT	20 FT	22 FT	24 FT
140.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
141.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
142.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
143.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
144.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES	BIDDER NAME:	

• **ROLLER TYPE GATES**

		8 FT	10 FT	12 FT	14 FT	16 FT	18 FT	20 FT	22 FT	24 FT
145.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
146.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
147.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
148.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
149.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

• **REMOVAL OF EXISTING FENCE AND POSTS**

150. REMOVAL AND STOCKPILE ALL EXISTING FABRIC, RAILING, POSTS, BRACES, GATES AND HARDWARE AS DIRECTED.

PER LINEAR FOOT \$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki	PRICE SCHEDULE for	
<i>Telephone Number</i> (860) 713-5139		
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

ITEMS 151 THROUGH 170 WILL BE USED FOR INSTALLATIONS ON BRIDGES ONLY

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

INSTALLATION OF STRUCTURE MOUNTED CHAIN LINK FENCE - (NEW LOCATIONS) TYPE "A"

• **STANDARD PLATE MOUNTED (GALVANIZED)**

(See Miscellaneous Detail Sheet "B". For 7 Ft High Curved Top see Miscellaneous Detail Sheets "E" and "F")

151.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
152.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
153.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
154.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **STANDARD PLATE MOUNTED (POLYVINYL CHLORIDE)**

(See Miscellaneous Detail Sheet "B". For 7 Ft High Curved Top see Miscellaneous Detail Sheets "E" and "F")

155.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
156.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
157.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
158.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

• **STRAP MOUNTED (GALVANIZED)**

(See Miscellaneous Detail Sheet “C”. For 7 Ft High Curved Top see Miscellaneous Detail Sheets “E” and “F”)

159.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
160.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
161.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
162.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **STRAP MOUNTED (POLYVINYL CHLORIDE)**

(See Miscellaneous Detail Sheet “C”. For 7 Ft High Curved Top see Miscellaneous Detail Sheets “E” and “F”)

163.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
164.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
165.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
166.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **ADDITIONAL COST FOR 1 INCH MESH**

167.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
168.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
169.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
170.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

- **CHAIN LINK FENCE ON EXISTING IN-PLACE POSTS**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED FENCE AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW FENCE AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED REPLACEMENT FOOTAGE. FENCE SHALL BE EITHER GALVANIZED AND CONFORM TO SECTION 9.13 OF FORM 816 OR POLYVINYL CHLORIDE COATED FABRIC CONFORMING TO THE SPECIFICATIONS OF ASTM F668, CLASS 2B, #9.

171.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
172.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
173.	7 FT HIGH CURVED TOP	\$ _____	\$ _____	\$ _____	\$ _____
174.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

- **INSTALLATION OF CHAIN LINK FENCE (NEW LOCATIONS)**

TYPE "A" (Items 175 through 221)

175.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
176.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
177.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
178.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
179.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

	UNIT PRICE 1' – 50'	UNIT PRICE 51' – 100'	UNIT PRICE 101' – 500'	UNIT PRICE 501' – PLUS
<ul style="list-style-type: none"> • CHAIN LINK FENCE INCLUDING 3-STRAND BARBED WIRE 				
180. 7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
181. 8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
182. 9 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
<ul style="list-style-type: none"> • POLYVINYL CHLORIDE CHAIN LINK FENCE 				
183. 4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
184. 5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
185. 6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
186. 7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
187. 8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

• **FABRIC CHAIN LINK-FENCE ON EXISTING IN-PLACE POSTS**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED FENCE FABRIC AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW FABRIC AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED REPLACEMENT FOOTAGE. FABRIC TO BE EITHER #9-2 ALUMINUM OR POLYVINYL CHLORIDE COATED.

188.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
189.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
190.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
191.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
192.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **LINE POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW LINE POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

		TYPE "A" STANDARD		POLYVINYL CHLORIDE COATED
193.	4 FT HIGH	\$ _____		\$ _____
194.	5 FT HIGH	\$ _____		\$ _____
195.	6 FT HIGH	\$ _____		\$ _____
196.	7 FT HIGH	\$ _____		\$ _____
197.	8 FT HIGH	\$ _____		\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- **END POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW END POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

		TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
198.	4 FT HIGH	\$ _____	\$ _____
199.	5 FT HIGH	\$ _____	\$ _____
200.	6 FT HIGH	\$ _____	\$ _____
201.	7 FT HIGH	\$ _____	\$ _____
202.	8 FT HIGH	\$ _____	\$ _____

- **END POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

		TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
203.	7 FT HIGH	\$ _____	\$ _____
204.	8 FT HIGH	\$ _____	\$ _____
205.	9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- CORNER POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW CORNER POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

		TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
206.	4 FT HIGH	\$ _____	\$ _____
207.	5 FT HIGH	\$ _____	\$ _____
208.	6 FT HIGH	\$ _____	\$ _____
209.	7 FT HIGH	\$ _____	\$ _____
210.	8 FT HIGH	\$ _____	\$ _____

- CORNER POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

		TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
211.	7 FT HIGH	\$ _____	\$ _____
212.	8 FT HIGH	\$ _____	\$ _____
213.	9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE
 SP-16 REV. 05/08
 Prev NEW 5.07

**STATE OF CONNECTICUT
 PROCUREMENT DIVISION
 EXHIBIT B**

BID NO.: 13PSX0250

Contract Specialist
Rob Zalucki
Telephone Number
 (860) 713-5139

**PRICE SCHEDULE
 for**

BIDDER NAME:

- 1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00.**
- 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER.**
- 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.**

DESCRIPTION OF COMMODITY AND/OR SERVICES

BIDDER NAME:

• **PULL POSTS - (EACH)**

		TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
214.	4 FT HIGH	\$ _____	\$ _____
215.	5 FT HIGH	\$ _____	\$ _____
216.	6 FT HIGH	\$ _____	\$ _____
217.	7 FT HIGH	\$ _____	\$ _____
218.	8 FT HIGH	\$ _____	\$ _____

• **PULL POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

		TYPE "A" STANDARD	POLYVINYL CHLORIDE COATED
219.	7 FT HIGH	\$ _____	\$ _____
220.	8 FT HIGH	\$ _____	\$ _____
221.	9 FT HIGH	\$ _____	\$ _____

UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE
1' - 50' 51' - 100' 101' - 500' 501' - PLUS

PRICE SCHEDULE
 SP-16 REV. 05/08
 Prev NEW 5.07

**STATE OF CONNECTICUT
 PROCUREMENT DIVISION
 EXHIBIT B**

BID NO.: 13PSX0250

Contract Specialist
Rob Zalucki
Telephone Number
 (860) 713-5139

**PRICE SCHEDULE
 for**

- 1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00.**
- 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER.**
- 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.**

DESCRIPTION OF COMMODITY AND/OR SERVICES

BIDDER NAME:

• **INSTALLATION OF CHAIN LINK FENCE (NEW LOCATIONS)**

TYPE "B" (Items 222 through 268)

222.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
223.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
224.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
225.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
226.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **CHAIN LINK FENCE INCLUDING 3-STRAND BARBED WIRE**

227.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
228.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
229.	9 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **POLYVINYL CHLORIDE CHAIN LINK FENCE**

230.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
231.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
232.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
233.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
234.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1' – 50'	51' – 100'	101' – 500'	501' – PLUS

• **FABRIC CHAIN LINK FENCE ON EXISTING IN-PLACE POSTS**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED FENCE FABRIC AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW FABRIC AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED REPLACEMENT FOOTAGE. FABRIC TO BE EITHER #9-2 ALUMINUM OR POLYVINYL CHLORIDE COATED.

235.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
236.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
237.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
238.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____
239.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____

• **LINE POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW LINE POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

		TYPE "B" STANDARD		POLYVINYL CHLORIDE COATED
240.	4 FT HIGH	\$ _____		\$ _____
241.	5 FT HIGH	\$ _____		\$ _____
242.	6 FT HIGH	\$ _____		\$ _____
243.	7 FT HIGH	\$ _____		\$ _____
244.	8 FT HIGH	\$ _____		\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- **END POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW END POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

		TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
245.	4 FT HIGH	\$ _____	\$ _____
246.	5 FT HIGH	\$ _____	\$ _____
247.	6 FT HIGH	\$ _____	\$ _____
248.	7 FT HIGH	\$ _____	\$ _____
249.	8 FT HIGH	\$ _____	\$ _____

- **END POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

		TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
250.	7 FT HIGH	\$ _____	\$ _____
251.	8 FT HIGH	\$ _____	\$ _____
252.	9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

- **CORNER POSTS - (EACH)**

BID PRICE TO REFLECT THE REMOVAL OF EXISTING DAMAGED OR VANDALIZED STEEL POSTS AND ASSOCIATED HARDWARE AND THE FURNISHING AND INSTALLATION OF NEW CORNER POSTS AND ALL ASSOCIATED NEW HARDWARE FOR THE INVOLVED QUANTITY OF REPLACEMENT POSTS.

	TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
253. 4 FT HIGH	\$ _____	\$ _____
254. 5 FT HIGH	\$ _____	\$ _____
255. 6 FT HIGH	\$ _____	\$ _____
256. 7 FT HIGH	\$ _____	\$ _____
257. 8 FT HIGH	\$ _____	\$ _____

- **CORNER POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

	TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
258. 7 FT HIGH	\$ _____	\$ _____
259. 8 FT HIGH	\$ _____	\$ _____
260. 9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE
 SP-16 REV. 05/08
 Prev NEW 5.07

**STATE OF CONNECTICUT
 PROCUREMENT DIVISION
 EXHIBIT B**

BID NO.: 13PSX0250

Contract Specialist
Rob Zalucki
Telephone Number
 (860) 713-5139

**PRICE SCHEDULE
 for**

- 1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00.**
- 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER.**
- 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.**

DESCRIPTION OF COMMODITY AND/OR SERVICES

BIDDER NAME:

• **PULL POSTS - (EACH)**

		TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
261.	4 FT HIGH	\$ _____	\$ _____
262.	5 FT HIGH	\$ _____	\$ _____
263.	6 FT HIGH	\$ _____	\$ _____
264.	7 FT HIGH	\$ _____	\$ _____
265.	8 FT HIGH	\$ _____	\$ _____

• **PULL POSTS INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

		TYPE "B" STANDARD	POLYVINYL CHLORIDE COATED
266.	7 FT HIGH	\$ _____	\$ _____
267.	8 FT HIGH	\$ _____	\$ _____
268.	9 FT HIGH	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

• **DOUBLE GATES - (EACH)**

CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (BOTH LEAVES IN FEET)

		8 FT	10 FT	12 FT	14 FT	16 FT	18 FT	20 FT	22 FT	24 FT
269.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
270.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
271.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
272.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
273.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

• **SINGLE GATE - (EACH)**

CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (IN FEET)

		4 FT	5 FT	6 FT	8 FT	10 FT	12 FT
274.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
275.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
276.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
277.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
278.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

• **SINGLE GATE INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

		4 FT	5 FT	6 FT	8 FT	10 FT	12 FT
279.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
280.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
281.	9 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

• **DOUBLE GATES INCLUDING 3-STRANDS OF BARBED WIRE - (EACH)**

CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (BOTH LEAVES IN FEET)

		8 FT	10 FT	12 FT	14 FT	16 FT	18 FT	20 FT	22 FT	24 FT
282.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
283.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
284.	9 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE SP-16 REV. 05/08 Prev NEW 5.07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO.: 13PSX0250
<i>Contract Specialist</i> Rob Zalucki <i>Telephone Number</i> (860) 713-5139	PRICE SCHEDULE for	
1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00. 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER. 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.		
DESCRIPTION OF COMMODITY AND/OR SERVICES		BIDDER NAME:

• **SINGLE GATE POLYVINYL CHLORIDE COATED - (EACH)**
 CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (IN FEET)

		4 FT	5 FT	6 FT	8 FT	10 FT	12 FT
285.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
286.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
287.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
288.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
289.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

• **DOUBLE GATES POLYVINYL CHLORIDE COATED - (EACH)**
 CHAIN LINK FENCE GATES. PRICE TO INCLUDE REQUIRED POSTS, HINGES, LATCHES, STOPS AND KEEPERS. GATE WIDTH - (BOTH LEAVES IN FEET)

		8 FT	10 FT	12 FT	14 FT	16 FT	18 FT	20 FT	22 FT	24 FT
290.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
291.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
292.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
293.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
294.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PRICE SCHEDULE
 SP-16 REV. 05/08
 Prev NEW 5.07

**STATE OF CONNECTICUT
 PROCUREMENT DIVISION
 EXHIBIT B**

BID NO.: 13PSX0250

Contract Specialist
Rob Zalucki
Telephone Number
 (860) 713-5139

**PRICE SCHEDULE
 for**

- 1. ITEMS 1 THROUGH 150 WILL BE USED FOR PRICING PURCHASE ORDERS LESS THEN \$100,000.00.**
- 2. ITEMS 151 THROUGH 301 WILL BE USED FOR PRICING PURCHASE ORDERS \$100,000.00 OR GREATER.**
- 3. PROJECTS OVER \$100,000.00 ARE TO BE BID WITH PREVAILING WAGE RATES.**

DESCRIPTION OF COMMODITY AND/OR SERVICES

BIDDER NAME:

• **ROLLER TYPE GATES**

		8 FT	10 FT	12 FT	14 FT	16 FT	18 FT	20 FT	22 FT	24 FT
295.	4 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
296.	5 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
297.	6 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
298.	7 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
299.	8 FT HIGH	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

• **REMOVAL OF EXISTING FENCE AND POSTS**

300. REMOVAL AND STOCKPILE ALL EXISTING FABRIC, RAILING, POSTS, BRACES, GATES AND HARDWARE AS DIRECTED.

PER LINEAR FOOT \$ _____

301. PURCHASE OF Miscellaneous Replacement parts, discount from list price _____%



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 of 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 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.

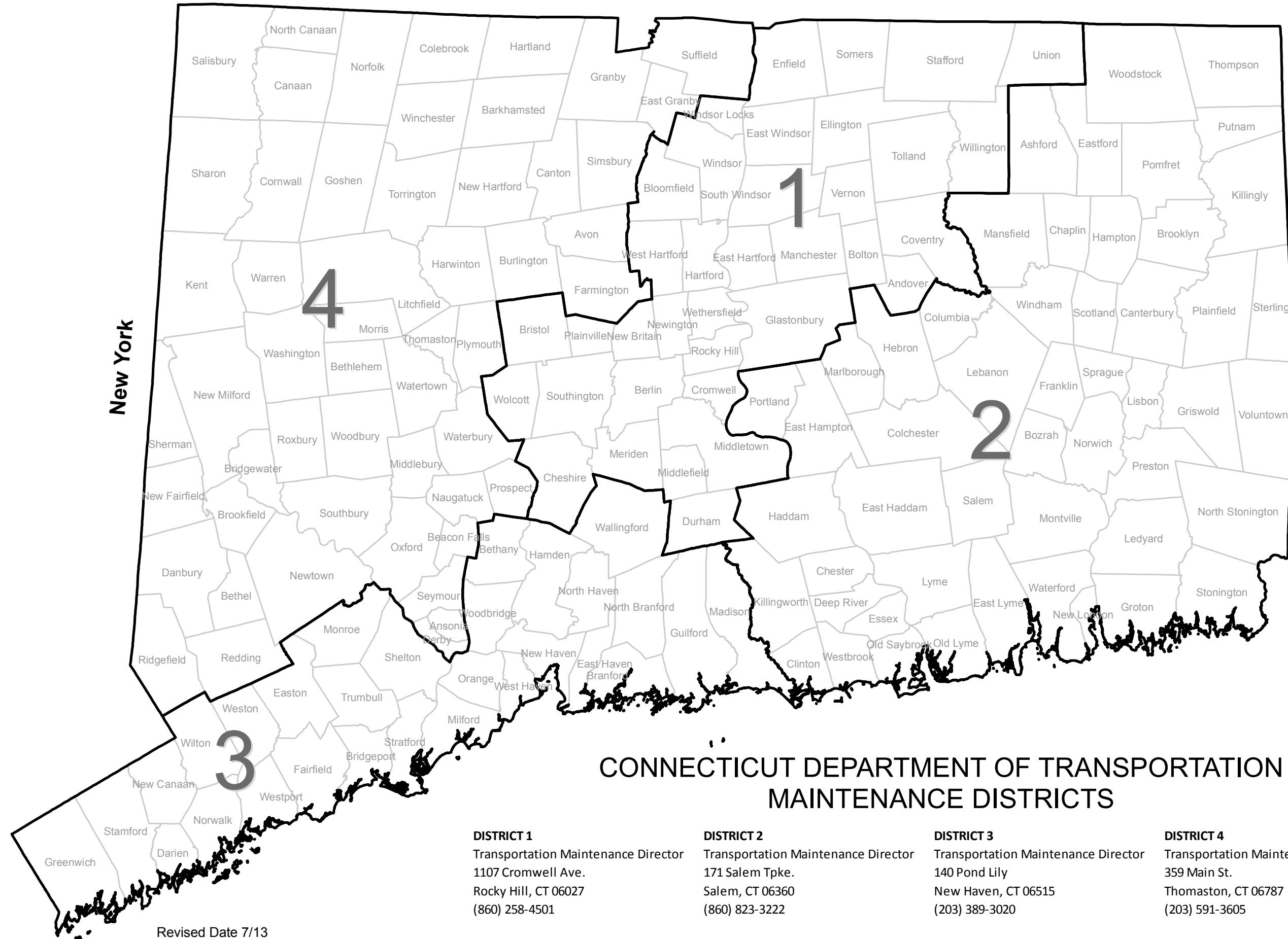
“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such Individual.

“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.

Massachusetts



CONNECTICUT DEPARTMENT OF TRANSPORTATION MAINTENANCE DISTRICTS

DISTRICT 1
Transportation Maintenance Director
1107 Cromwell Ave.
Rocky Hill, CT 06027
(860) 258-4501

DISTRICT 2
Transportation Maintenance Director
171 Salem Tpke.
Salem, CT 06360
(860) 823-3222

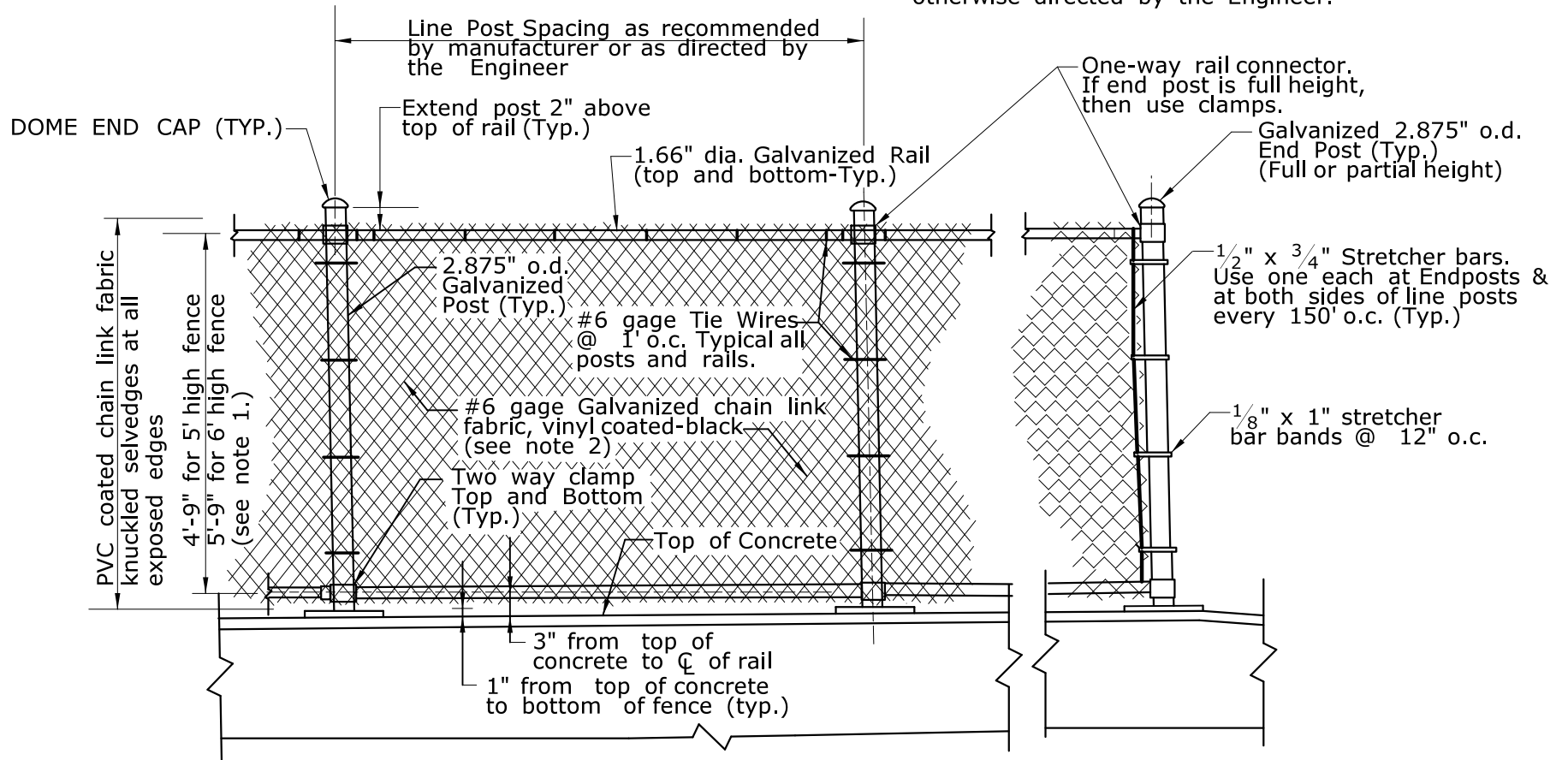
DISTRICT 3
Transportation Maintenance Director
140 Pond Lily
New Haven, CT 06515
(203) 389-3020

DISTRICT 4
Transportation Maintenance Director
359 Main St.
Thomaston, CT 06787
(203) 591-3605

Revised Date 7/13

FENCE NOTES

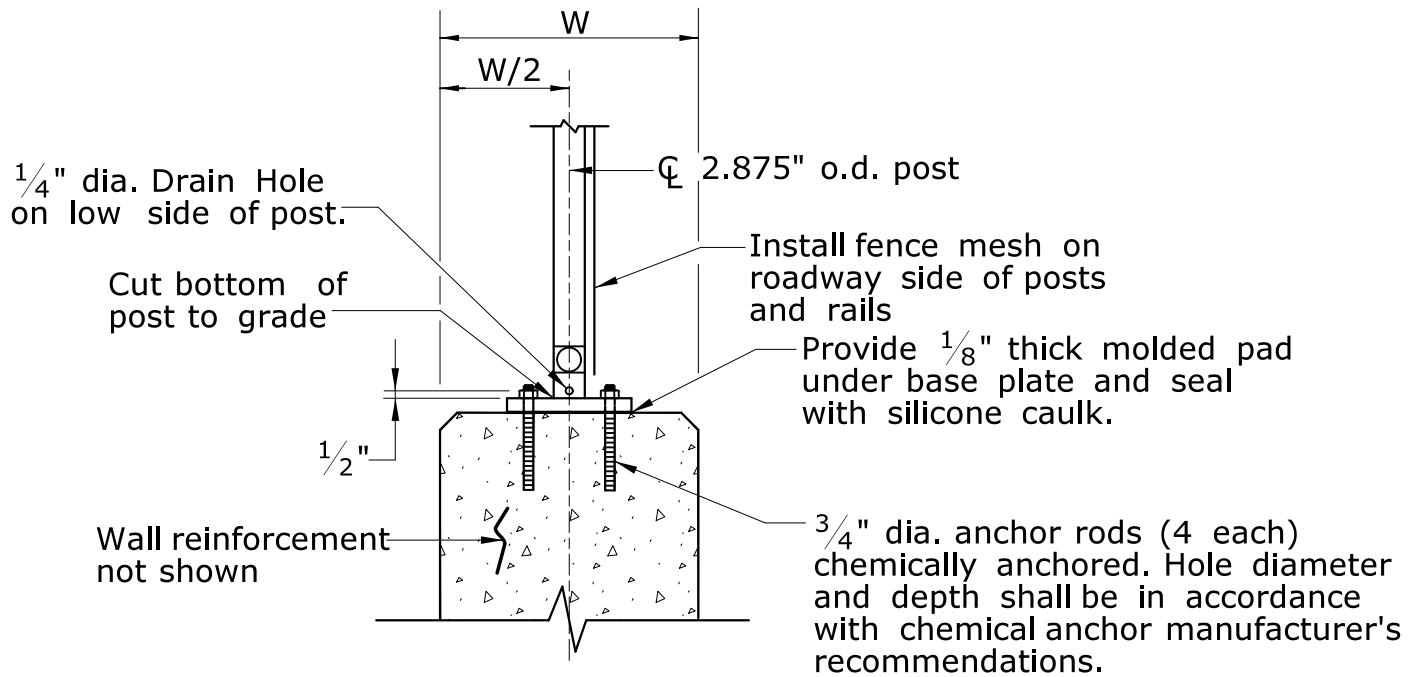
1. For 8' high structure mounted fence, include an intermediate 1.660" diameter (o.d.) horizontal rail placed midway between top and bottom rails.
2. Fabric mesh shall have 2" square openings unless otherwise directed by the Engineer.



TYPICAL ELEVATION - PROTECTIVE FENCE

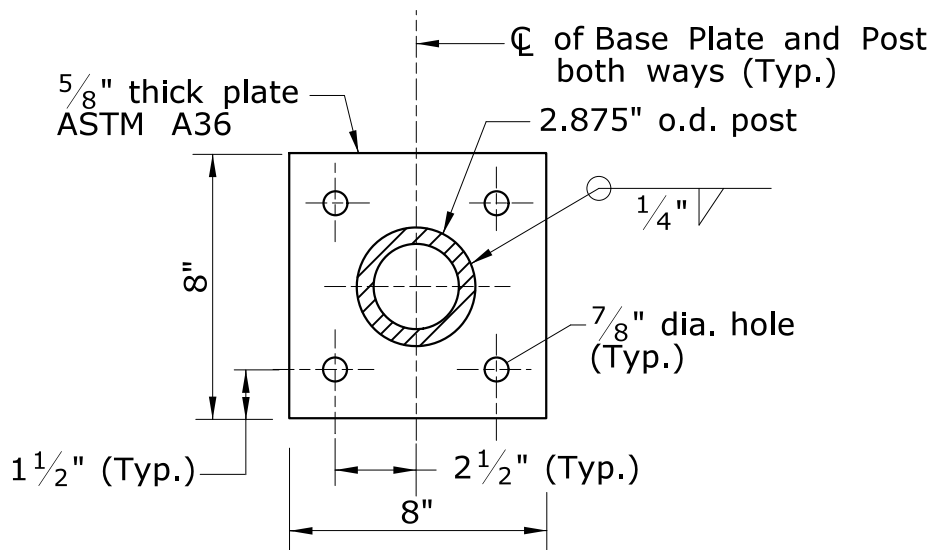
MISCELLANEOUS DETAIL SHEET 'A'
REVISED 5/28/03

STRUCTURE MOUNTED
CHAIN LINK FENCE
TYPICAL ELEVATION



TYPICAL BRIDGE PARAPET ANCHOR

NOT TO SCALE



BASE PLATE AND POST ASSEMBLY

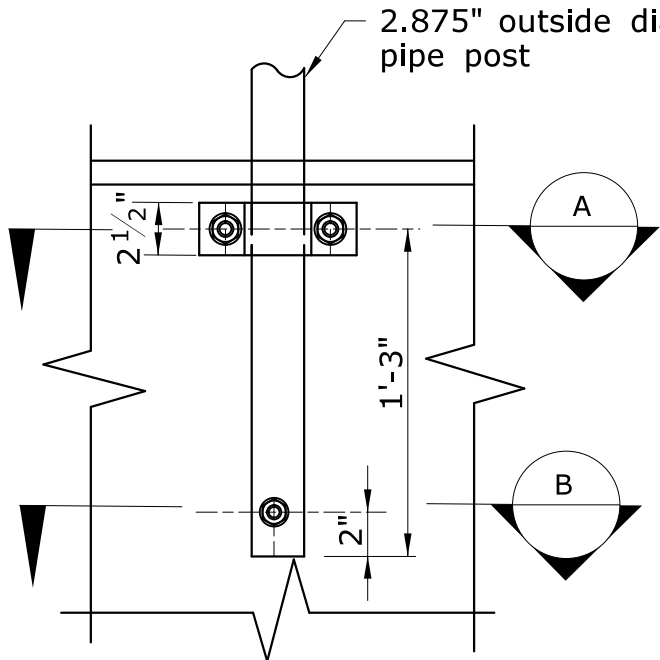
NOT TO SCALE

MISCELLANEOUS DETAIL 'B'

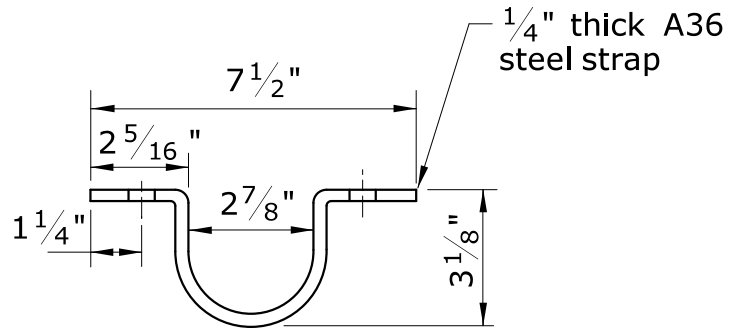
REVISED 5/28/03

STRUCTURE MOUNTED
CHAIN LINK FENCE
BASE PLATE & ANCHORAGE

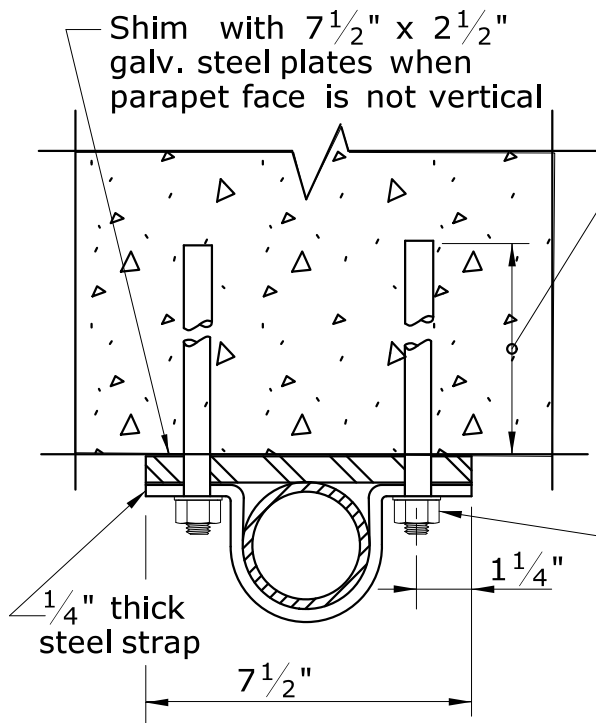
Note: Strap and all hardware shall be hot-dip galvanized per ASTM A153 (as applicable)



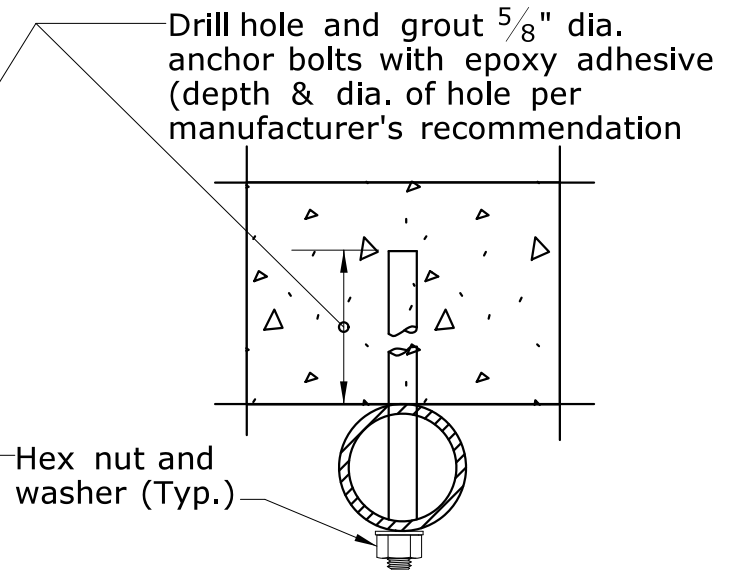
ELEVATION



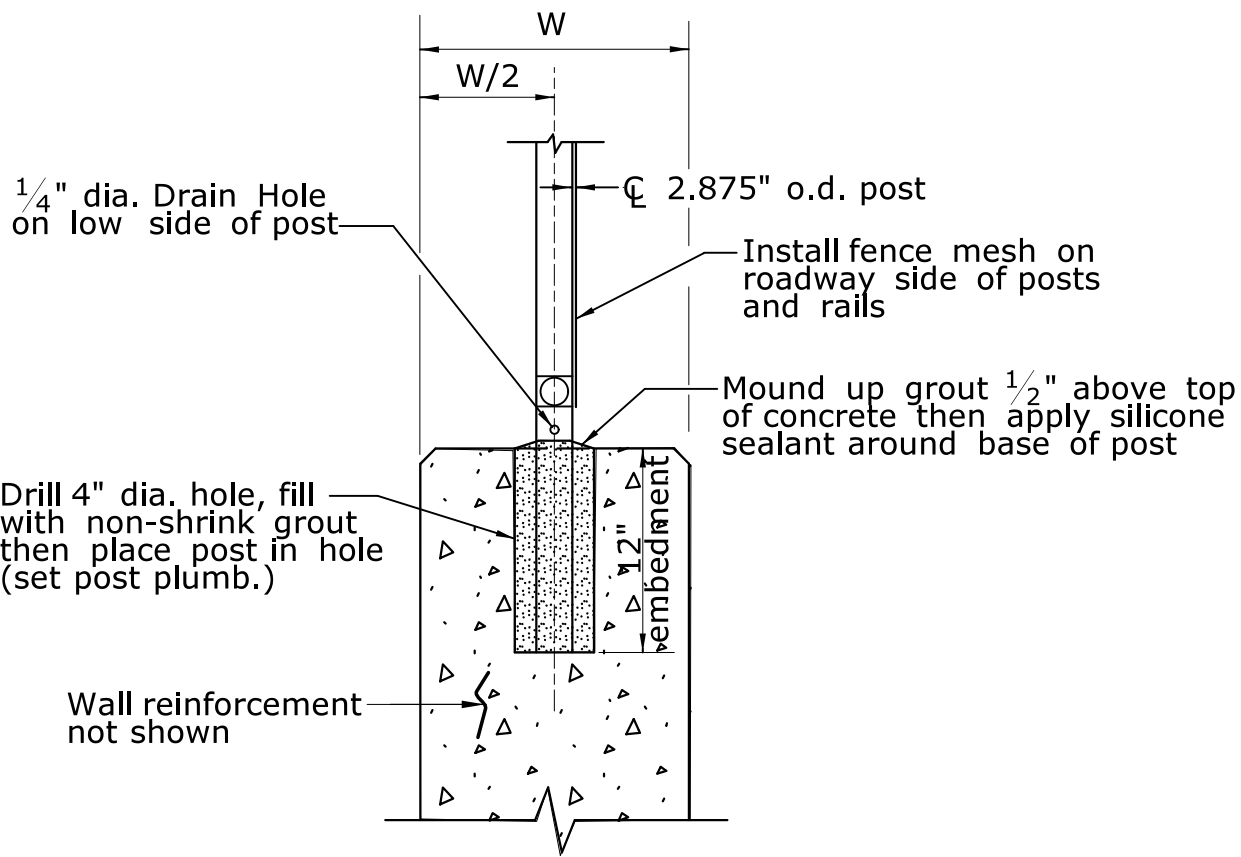
STRAP DETAIL



SECTION A



SECTION B

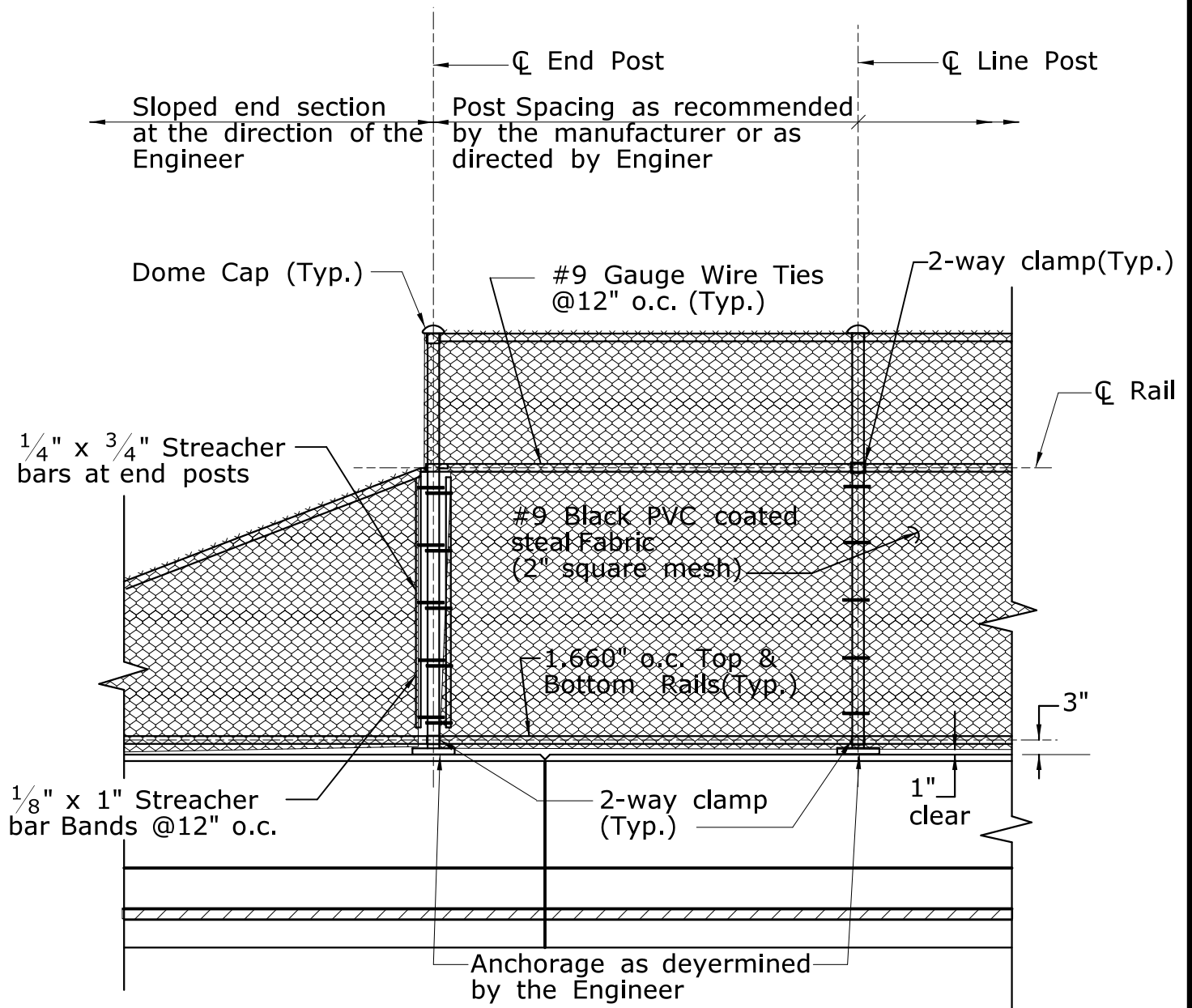


TYPICAL
DRILL AND GROUT POST
 NOT TO SCALE

MISCELLANEOUS DETAIL 'D'

REVISED 5/28/03

STRUCTURE MOUNTED
 CHAIN LINK FENCE
 DRILL AND GROUT POST

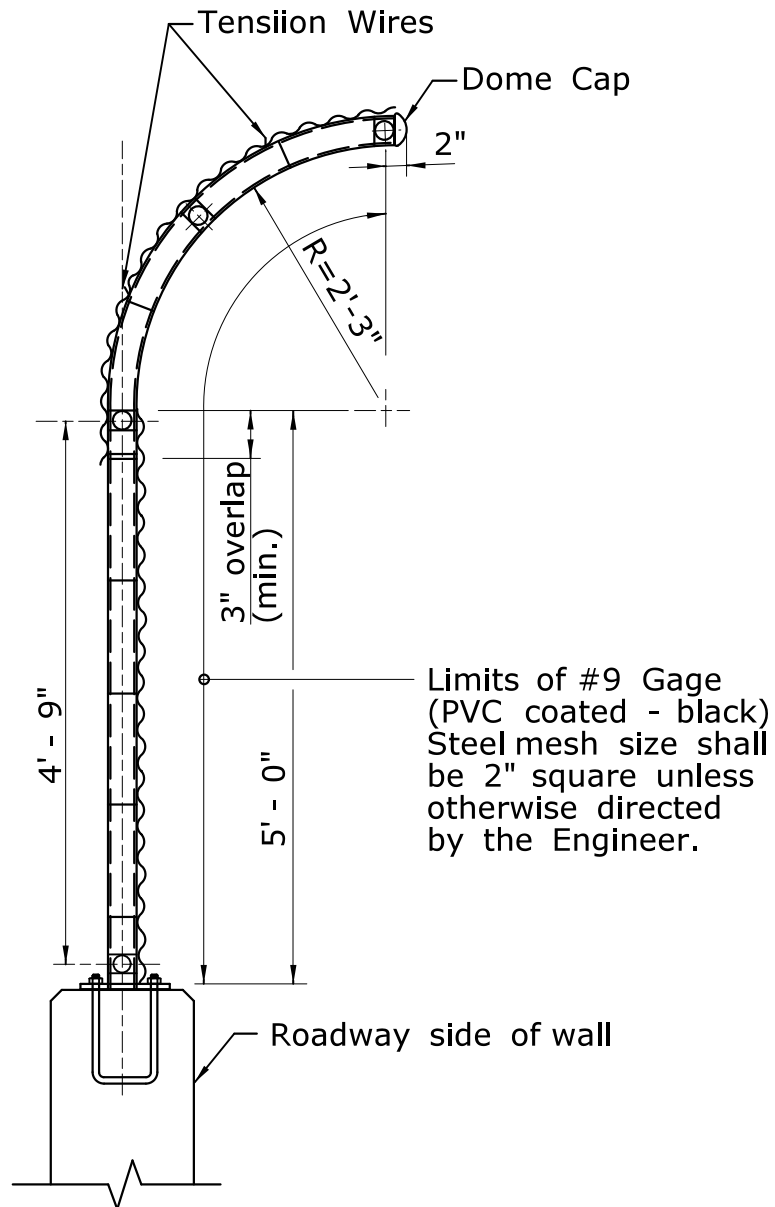


TYPICAL ELEVATION
7' HIGH CURVED POST FENCE

MISCELLANEOUS DETAIL SHEET 'E'

REVISED 5/28/03

STRUCTURE MOUNTED
 CHAIN LINK FENCE
 ELEVATION - CURVED TOP



TYPICAL SECTION
7' HIGH CURVED POST FENCE
 NOT TO SCALE

MISCELLANEOUS DETAIL 'F'

REVISED 5/28/03

STRUCTURE MOUNTED
 CHAIN LINK FENCE
 SECTION - CURVED TOP

CLA-2B Rev 01/09
STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Name of Contractor

Bond Number:

PROJECT OR CONTRACT

Town No.:

Project No.:

FAP NO.:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, of

State of _____

(hereinafter called the Principal) as Principal, and

a corporation duly established under the laws of the State of _____

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

sum of _____

for the payment whereof said Principal binds itself, its successors and assigns, himself, his heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that WHEREAS said Principal has entered or intends to enter into a written contract with the Transportation Commissioner or his authorized agent acting as agent for the State of Connecticut for the construction of

in the town(s) of _____

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

NOW, THEREFORE, if said Principal shall make payment for all materials and labor used or employed in the performance of such contract, to the extent, and in the manner required by the contract or by the General Statutes of Connecticut, as revised, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

Signed, sealed and executed at _____, this _____ day of _____ A.D. _____

Principal (L.S.)

Signed, sealed and executed at _____, this _____ day of _____ A.D. _____

(L.S.)

(L.S.)

Surety

(L.S.)

(L.S.)

Surety

(L.S.)

(L.S.)

Surety

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

DATE BOND EXECUTED (Must be same or later than date of contract)	
Principal (legal name and business address)	Type of Organization ("X" one)
	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation
	<input type="checkbox"/> Other (identify): _____
	State of Incorporation: _____
Surety (name and business address)	PENAL SUM OF BOND
	Million(s) Thousand(s) Hundred(s) Cents
	Contract Date Contract No.
	Option Date Option No.

OBLIGATION:

We, the Principal and Surety, are firmly bound to the State of Connecticut (hereinafter called the State) in the above penal sum. For payment to the State of amounts up to the penal sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum. If no penal sum is stated it shall be the amount of the contract.

CONDITIONS:

The principal has entered into the contract identified above. PARTY FOR NOTICE: ConnDOT, Purchasing Div. P.O. Box 317548, 2800 Berlin Turnpike, Newington, CT 06131-7546

THEREFORE:

The above obligation is void if the Principal: (1) Performs and fulfills all he undertakings, covenants, terms, conditions and agreements of the contract during either the base term or an optional term of the contract noted above, during any extensions thereof that are granted by the State with or without notice to the Surety, and during the life of any guaranty required under the contract; and (2) Performs and fulfills all undertakings, covenants, terms, conditions, and agreements of any and all duly-authorized modifications of the contract that are made hereafter. Notice to the Surety of such modifications is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof, excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a Surety to renew a bond for the extension of any option term shall not result in a default of any bond previously furnished covering any base or option term.

WITNESS:

Two witnesses for each of the Principal and Surety shall indicate by their signatures below that the signatories for the Principal and Surety executed this bond with proper authority on the date(s) indicated.

PRINCIPAL

SIGNATURE:	seal	Witness (signature):	SEAL
		Witness (typed name):	
NAME & TITLE OF SIGNATORY (typed):		Witness (signature):	
		Witness (typed name):	
DATE:		Witness (typed name):	

CORPORATE SURETY

SURETY	NAME & ADDRESS:	STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE:	Witness (signature):		
		Witness (typed name):		
	NAME & TITLE OF SIGNATORY (typed) :	Witness (signature):		
DATE:	Witness (typed name):			

BOND PREMIUM: RATE PER THOUSAND: \$	TOTAL: \$
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- INSTRUCTIONS:**
- This form is authorized for use in connection with State contract. Any alteration of this form will result in the bond's rejection as non-responsive.
 - Insert full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g. an attorney-in fact) must furnish evidence of authority to do so if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
 - Type the name and title of each person signing this bond in the spaces provided.
 - Corporations executing this bond shall affix their corporate seals hereto.
 - (a) The Surety issuing this bond must be licensed as a corporate Surety by the Insurance Commissioner of the State of Connecticut and must hold a Certificate of Authority as a Surety acceptable to the Federal Department of Treasury.
(b) Any corporation executing the bond must appear on the Department of the Treasury's list of approved Sureties and must act only within the underwriting limitation listed therein.
(c) The State may require the Surety to furnish additional substantiating information concerning its financial capability.
 - Unless otherwise specified, the bond shall be submitted to the Connecticut Department of Transportation, Division of Purchasing & Materials Management

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

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

**Connecticut Department of Labor
Wage and Workplace Standards Division**

ID#: H 18216

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: Statewide
FAP Number: State Number:
Project: Chain Link Fence Replacement And Or Installation, Complete In Place

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	25.81
2) Carpenters, Piledrivermen	30.45	21.65

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

2a) Diver Tenders	30.45	21.65
3) Divers	38.91	21.65
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	44.25	17.75
4a) Painters: Brush and Roller	30.62	17.75
4b) Painters: Spray Only	33.62	17.75
4c) Painters: Steel Only	32.62	17.75
4d) Painters: Blast and Spray	33.62	17.75

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

4e) Painters: Tanks, Tower and Swing	32.62	17.75
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.60	23.35
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	39.31	26.27
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	26.40	17.15
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	26.65	17.15

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

10) Group 3: Pipelayers	26.90	17.15
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	26.90	17.15
12) Group 5: Toxic waste removal (non-mechanical systems)	28.40	17.15
13) Group 6: Blasters	28.15	17.15
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	27.40	17.15
Group 8: Traffic control signalmen	16.00	17.15

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

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	17.15 + a
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13b) Brakemen, Trackmen	30.37	17.15 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	30.37	17.15 + a
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15) Form Erectors	30.68	17.15 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	17.15 + a
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As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

17) Laborers Topside, Cage Tenders, Bellman	30.26	17.15 + a
18) Miners	31.28	17.15 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	37.41	17.15 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	17.15 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	17.15 + a
21) Mucking Machine Operator	37.97	17.15 + a

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

----TRUCK DRIVERS----(*see note below)

Two axle trucks	27.88	18.27 + a
Three axle trucks; two axle ready mix	27.98	18.27 + a
Three axle ready mix	28.03	18.27 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	28.08	18.27 + a
Four axle ready-mix	28.13	18.27 + a
Heavy duty trailer (40 tons and over)	28.33	18.27 + a

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.13	18.27 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
---	-------	-----------

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	34.60	21.55 + a
---	-------	-----------

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.01	21.55 + a
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Project: Chain Link Fence Replacement And Or Installation, Complete In Place

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	33.36	21.55 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	32.96	21.55 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	32.53	21.55 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	30.49	21.55 + a

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

Group 12: Wellpoint Operator.	30.43	21.55 + a
Group 13: Compressor Battery Operator.	29.85	21.55 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a
Group 16: Maintenance Engineer/Oiler	27.65	21.55 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	29.54	21.55 + a

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Dynamite Man	44.36	3% + 13.70
--	-------	------------

21) Heavy Equipment Operator	39.92	3% + 13.70
------------------------------	-------	------------

22) Equipment Operator, Tractor Trailer Driver, Material Men	37.71	3% + 13.70
--	-------	------------

23) Driver Groundmen	33.27	3% + 13.70
----------------------	-------	------------

----LINE CONSTRUCTION----

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

Welders: Rate for craft to which welding is incidental.

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

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

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

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

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

*The annual adjustments will be posted on the Department of Labor's Web page:
www.ct.gov/dol.*

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

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

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

As of: Tuesday, August 20, 2013

Project: Chain Link Fence Replacement And Or Installation, Complete In Place

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

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

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

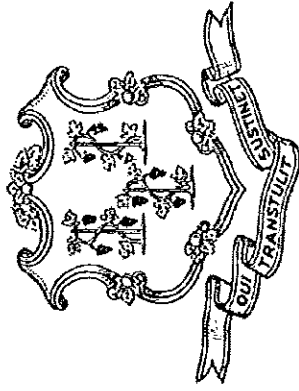
Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

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

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

As of:

Tuesday, August 20, 2013



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

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

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

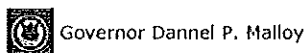
Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.



CONNECTICUT DEPARTMENT OF LABOR

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STATUTE 31-55a

[print Statute 31-55a \(PDF, 303KB\)](#)

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

⇒ Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31 -53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bid on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: <http://www.ct.gov/dol>. For those without Internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.
- Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860) 263-6543.

[Workplace Laws](#)

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000
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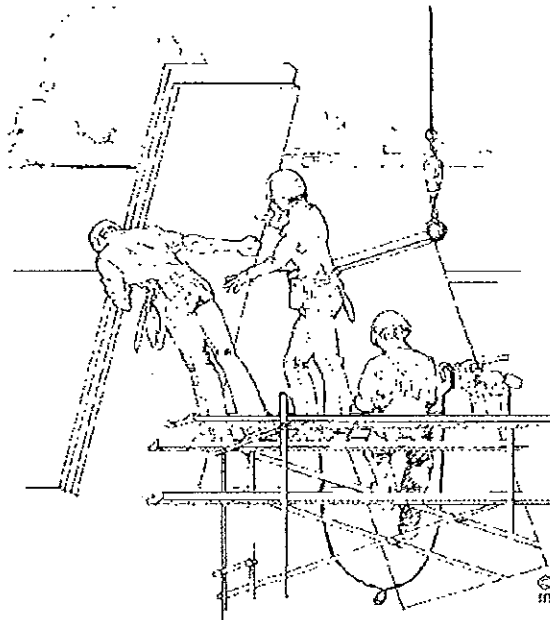
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project

consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION**

CONTRACTORS WAGE CERTIFICATION FORM

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

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

Date of Schedule Issued: _____

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

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

Section A:

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

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

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

 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

Weekly Payroll Certification For Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Week-Ending Date:
Contractor or Subcontractor Business Name:

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

*IF REQUIRED

[New] In accordance with Section 31-53b(4) of the C.G.S., each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Connecticut Department of Labor
Wage and Workplace Standards Division
300 Folly Brook Blvd.
Waterbury, CT 06719

WORKERS COMPENSATION INSURANCE CARRIER
Travelers Insurance Company
POLICY # #BAC8888928
EFFECTIVE DATE: 1/1/09
EXPIRATION DATE: 12/31/09

PAYROLL NUMBER	Week-Ending Date	CONTRACTOR NAME AND ADDRESS	PROJECT NAME & ADDRESS	DAY AND DATE							Total ST Hours	Total O/T Hours	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS		GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
				S	M	T	W	TH	F	S				FEDERAL STATE	WITHHOLDING				
1	9/26/09	Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472	DOT 106-296, Route 02	20	21	22	23	24	25	26			\$1,562.80			\$1,562.80	#123	\$ xxx.xx	
				HOURS WORKED EACH DAY															
PERSON/WORKER ADDRESS and SECTION	WAGE RATE % AND RACE	WORK CLASSIFICATION	Trade License Type & Number - OSHA (If Certification Number)																
Robert Craft 81 Maple Street Williamlantic, CT 06226	MWC	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8	8	8									
Ronald Jones 212 Elm Street Norwich, CT 06360	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8	8										
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B	M/P	Project Manager		8															

7/13/2009 MWS-CT1 *IF REQUIRED

-SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09

I, Robert Craft of XYZ Corporation, (hereafter known as Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

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

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

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

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes: R-1,2,5,6.

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

Definitions:

1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;

(b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

Truck drivers are covered for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

Truck Drivers are not covered in the following instances:

- Material delivery truck drivers while off "the site of the work"
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

QUALITY ASSURANCE MATERIAL CERTIFICATE

PUR-47 REV.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
P.O. BOX 317546, 2800 BERLIN TURNPIKE, NEWINGTON, CT 06131-7546

PHONE _____

Mail NOTARIZED CERTIFICATE to delivery address indicated on Purchase Order.

PURCHASE ORDER NO. _____ DATE SHIPPED _____

VENDOR'S NAME _____

VENDOR'S ADDRESS _____

DESCRIPTION OF MATERIAL _____

ITEM _____ QUANTITY _____

Indicate Part No., Serial No. and any other identification:

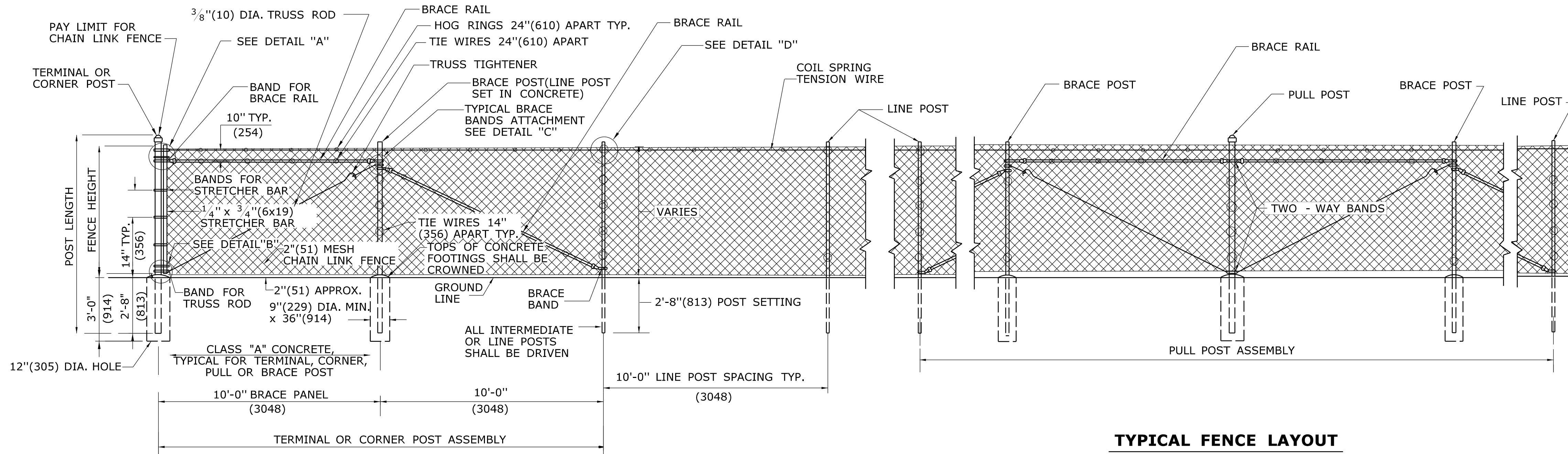
Multiple horizontal lines for entering identification details.

I hereby certify that the materials, equipment and components furnished conform to all requirements of the plans, specifications and contract awards as Stated on the purchase order listed above.

Authorized and responsible agent for vendor receiving the purchase order

SIGNED _____ TITLE _____ DATE _____

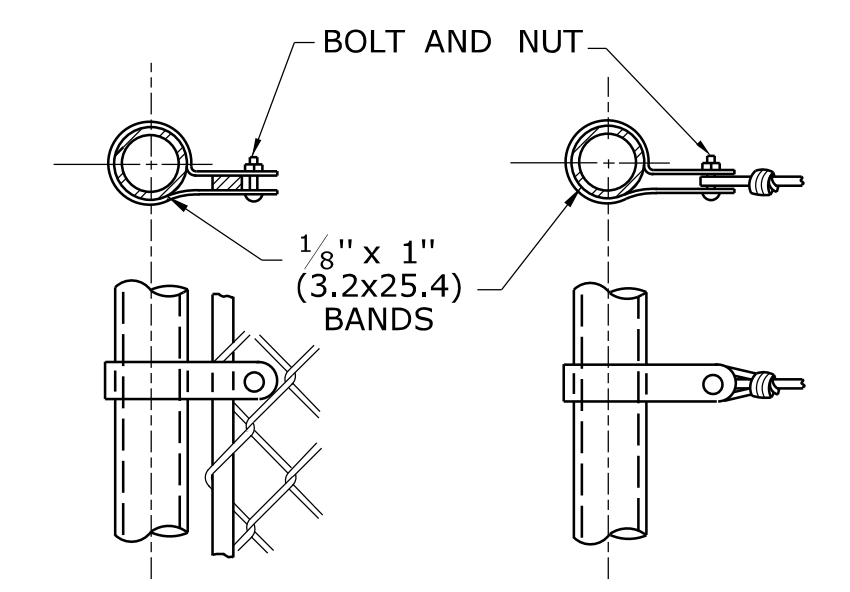
NOTARIZATION STAMP



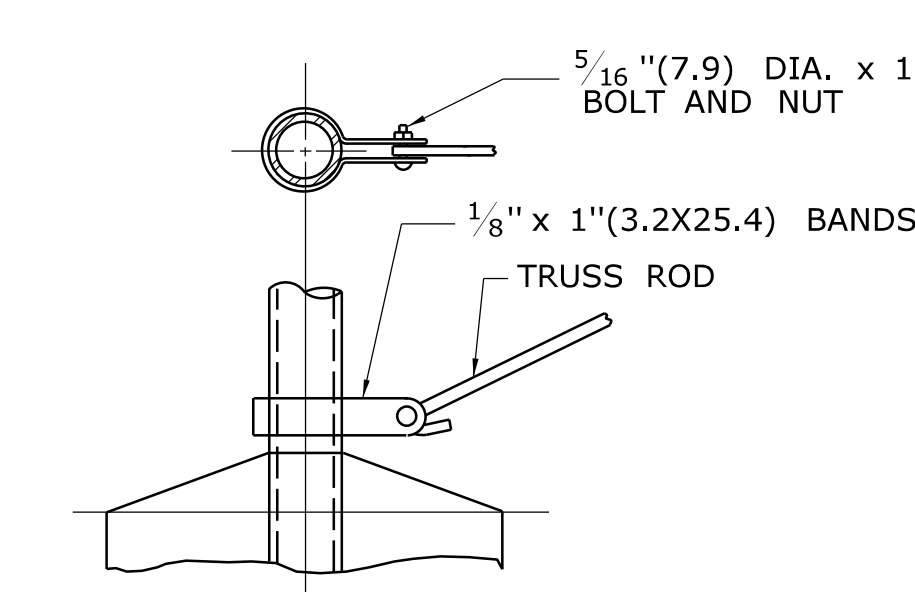
- GENERAL NOTES:**
1. REFER TO SPECIFICATIONS FOR LOCATION OF PULL POST ASSEMBLIES.
 2. ALL SQUARE AND ROUND POSTS WILL BE CAPPED TO PREVENT WATER FROM ENTERING.
 3. WHERE ROCK IS ENCOUNTERED, IT SHALL BE DRILLED AND THE POSTS SET IN CONCRETE OR MORTAR.
 4. FENCE SHALL BE PLACED WITH FABRIC FACING OUTSIDE HIGHWAY RIGHT OF WAY OR AS DIRECTED BY THE ENGINEER.

ROUND PIPE TERMINAL CORNER OR PULL POST

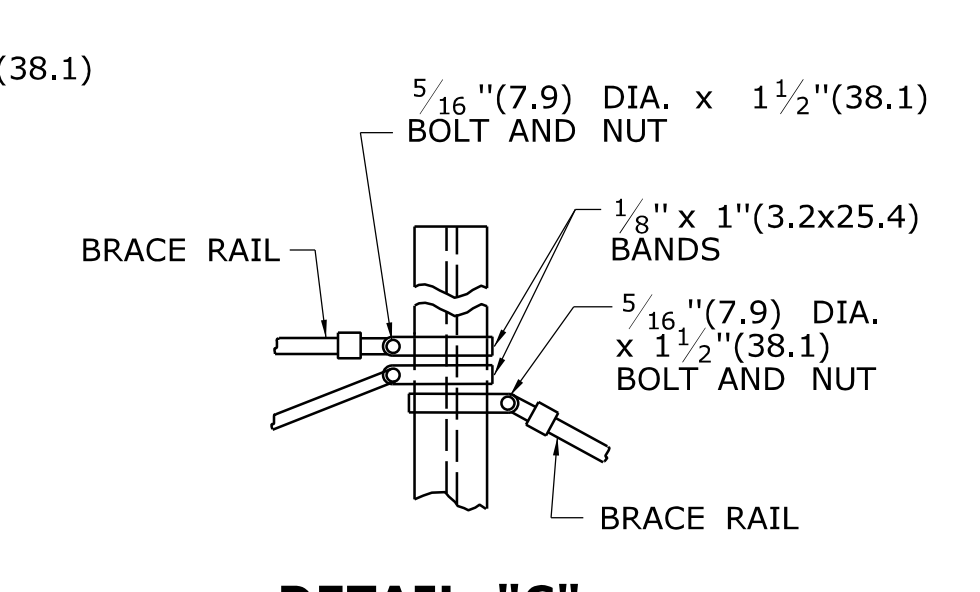
TYPICAL FENCE LAYOUT



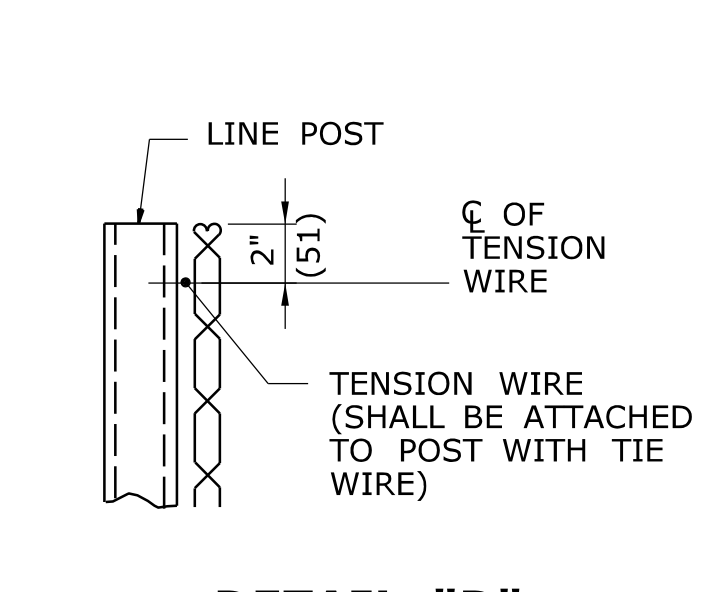
**DETAIL "A"
STRETCHER BAR AND TENSION
WIRE ATTACHMENTS**



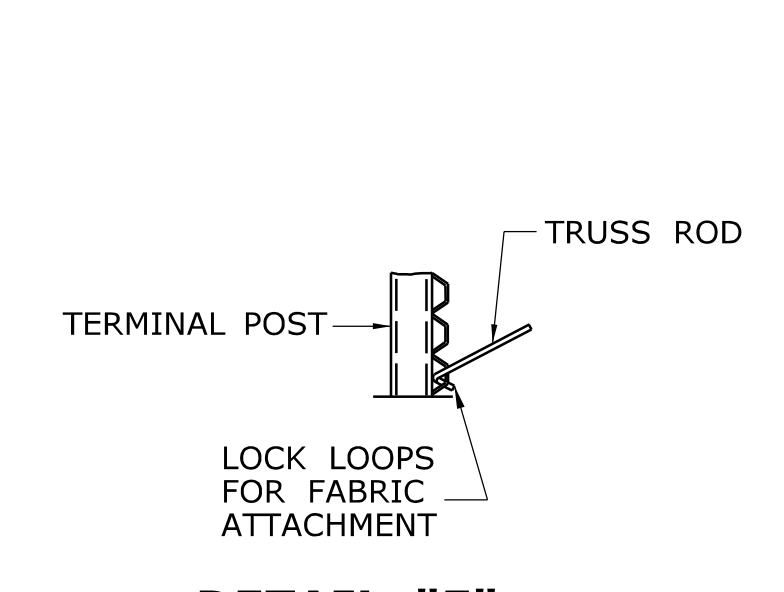
**DETAIL "B"
TRUSS ROD ATTACHMENT**



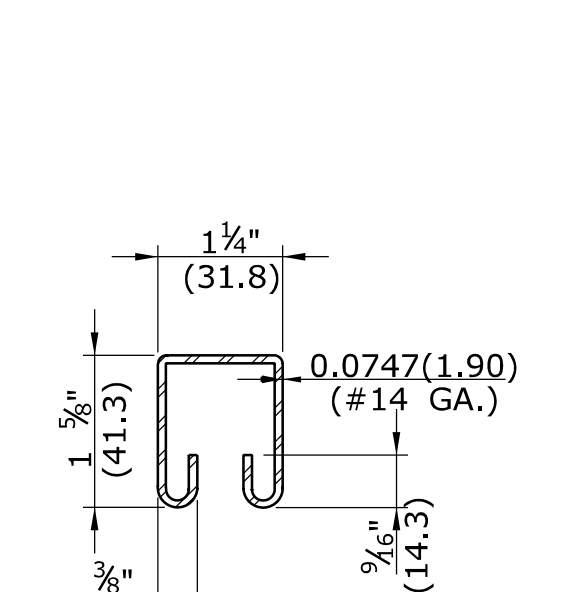
**DETAIL "C"
ATTACHMENT OF BRACE RAILS
TO LINE POSTS (TYPICAL)**



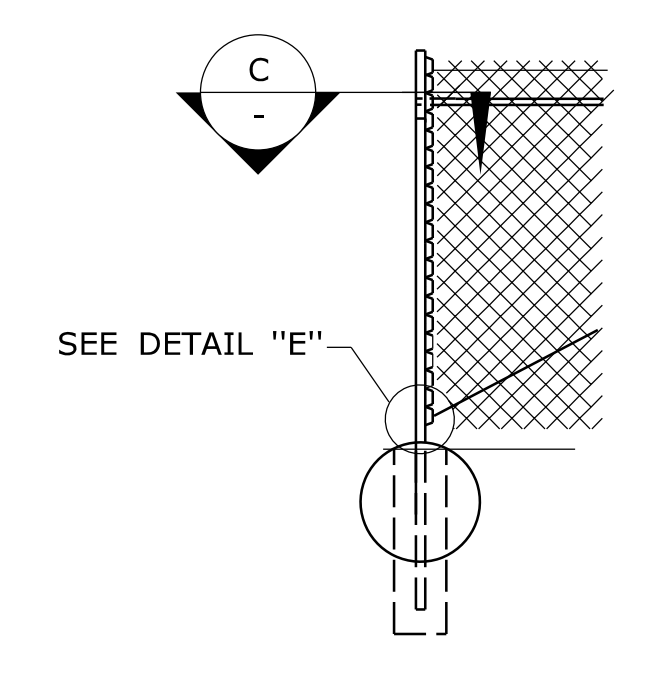
**DETAIL "D"
LOCATION OF
TENSION WIRE**



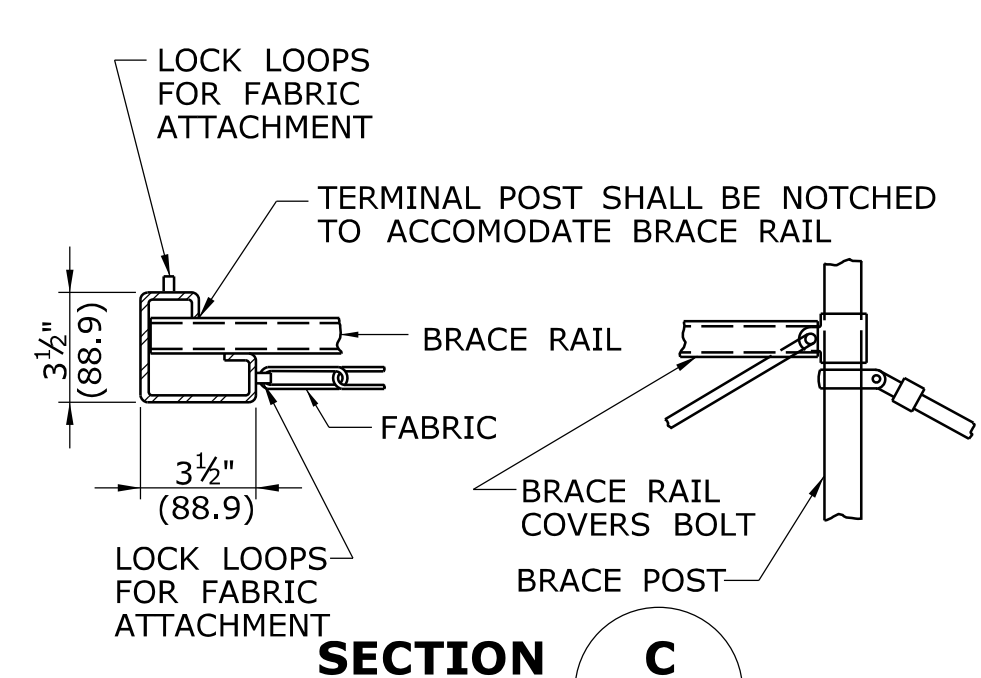
**DETAIL "E"
TRUSS ROD
ATTACHMENT**



**DETAIL "F"
BRACE RAIL**



**TERMINAL, CORNER OR
PULL POST**



**SECTION C
FABRIC AND BRACE
RAIL ATTACHMENT**

LINE BRACE OR INTERMEDIATE POST	TYPE	MATERIAL	FENCE HEIGHT			
			6'(1.8m) OR LESS		GREATER THAN 6'(1.8m)	
			DIMENSIONS INCHES(mm)	WEIGHT LBS/FT(kg/m)	DIMENSIONS INCHES(mm)	WEIGHT LBS/FT(kg/m)
"C"	PIPE	STEEL CLASS 1	1.87 X 1.62 (47.5x41.1)	2.40(3.57)	2.25 x 1.70(57.2x43.2)	2.78(4.14)
		STEEL CLASS 2	1.90(48.3) O.D.	2.72(4.05)	2.37(60.2) O.D.	3.65(5.43)
		ALUM. ALLOY		2.28(3.39)		3.12(4.64)
BRACE RAIL (OR TOP RAIL WHEN SPECIFIED)	PIPE	STEEL CLASS 1	1.62 X 1.25 (41.1x31.75)	1.35(2.01)		
		STEEL CLASS 2		0.94(1.40)		1.25(1.86)
		ALUM. ALLOY		1.35(2.01)		
TERMINAL CORNER OR PULL POST	PIPE	STEEL CLASS 1	2.37(60.2) O.D.	3.65(5.43)	2.87(72.9) O.D.	5.79(8.62)
		STEEL CLASS 2		3.12(4.64)		4.64(6.91)
		ALUM. ALLOY		1.25(1.86)		2.00(2.98)

NOTE: A MINUS TOLERANCE OF 5% IN SIZE AND WEIGHT SHALL BE ALLOWED FOR THESE MEMBERS, BUT WILL NOT APPLY TO THE ZINC OR POLYVINYL CHLORINE COATING. * DIMENSIONS AND WEIGHT ARE FOR A FENCE HEIGHT OF 9'(2.7m) OR LESS.

MINIMUM DIMENSIONS AND WEIGHTS FOR POSTS AND RAILS

1	6/01/10	REMOVE "H" POST & SQUARE TUBULAR POST DETAILS AND NOTES	THE INFORMATION, INCLUDING ESTIMATED QUANTITIES OF WORK, SHOWN ON THESE SHEETS IS BASED ON LIMITED INVESTIGATIONS BY THE STATE AND IS IN NO WAY WARRANTED TO INDICATE THE CONDITIONS OF ACTUAL QUANTITIES OF WORK WHICH WILL BE REQUIRED.	NOT TO SCALE		SUBMITTED BY: _____ NAME/DATE/TIME: _____	CTDOT STANDARD SHEET	STANDARD SHEET TITLE: CHAIN LINK FENCE	STANDARD SHEET NO.: HW-913_01
-	-	-				APPROVED BY: _____ NAME/DATE/TIME: _____			
-	-	-							
-	-	-							
-	-	-							
REV.	DATE	REVISION DESCRIPTION	Plotted Date: 6/23/2011	Filename: CTDOT_HIGHWAY STD_JUNE2011.dgn Model: 65 - HW-913_01			OFFICE OF ENGINEERING		