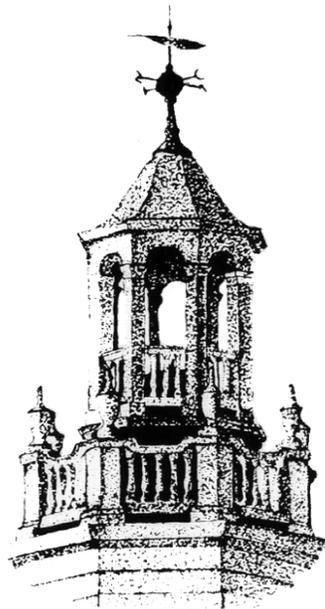


PROJECT MANUAL
FOR
WHITE STREET SAFETY IMPROVEMENTS
MIDTOWN CAMPUS
DCS PROJECT NO. BI-RD 283

WCSU BID NO. 2016-ERB-0292

JUNE 19, 2015



FACILITIES PLANNING & ENGINEERING
WESTERN CONNECTICUT STATE UNIVERSITY
181 WHITE STREET
DANBURY, CONNECTICUT 06810

**WHITE STREET SAFETY IMPROVEMENTS
MIDTOWN CAMPUS
DCS PROJECT NO. BI-RD 283
WCSU BID NO. 2016-ERB-0292**

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INVITATION TO BID

Notice is hereby given that **WESTERN CONNECTICUT STATE UNIVERSITY** will accept bids for the following:

WHITE STREET SAFETY IMPROVEMENTS - MIDTOWN CAMPUS WCSU BID NO. 2016-ERB-0292

Western Connecticut State University is seeking bid proposals for all labor and materials required to provide for pedestrian safety and landscaping improvements to WCSU's Midtown Campus border along White Street. Generally, the scope of work shall include: temporary tree and plant protection; soil erosion and water pollution control; earth moving; seeding; planting of trees, shrubs, ground cover and perennial plants; installation of trash receptacles and benches; installation of paver walkway and ADA paver detectable warning pad; installation of brick wall and pillars. An alternate bid shall be required for bituminous concrete pavement repair and paving, and for the installation of granite curbing. The awarded contractor shall be required to obtain all necessary permitting from the City of Danbury, and shall work with the University to complete the project. Please note: The CT Department of Labor's Prevailing Wage Rates requirement shall apply to this project.

In our continuing effort to assist in the economic development of Connecticut's small and minority business enterprises, this Invitation to Bid is reserved for vendors holding a current SBE/MBE set-aside certificate from the State of Connecticut Department of Administrative Services (DAS) Supplier Diversity (Set-Aside) Program. Please note, set-aside certificates that will have expired prior to the bid opening date, but are pending recertification approval by the DAS, do not qualify.

The Project Manual and project related drawings shall be available on the State of Connecticut's DAS Contracting Portal. Reference Bid No.: 2016-ERB-0292.

All contractors are required to visit the site and verify existing conditions. A mandatory pre-bid meeting is scheduled for Wednesday, July 15, 2015 at 1:30 p.m., beginning at WCSU's ornamental gate entrance facing White Street.

Any questions or discrepancies should be submitted in writing no later than Wednesday, July 22, 2015 by 4:00 p.m., to the WCSU's Administrative Services/Purchasing Office, located on the lower level of University Hall, WCSU, 181 White Street, Danbury, CT 06810; Attn: Esther Boriss; fax no. 203-837-8659. Responses to any and all inquiries shall be issued via addenda, no later than Wednesday, July 29, 2015 by 4:00 p.m. Any and all addenda shall be posted on the DAS contracting portal.

Sealed bids should be submitted to Ms. Esther Boriss, Associate Director, Administrative Services/Purchasing, University Hall, Lower Level, Western Connecticut State University, 181 White Street, Danbury, CT 06810. Bids should be submitted on or before Wednesday, August 5, 2015 by 2:30 p.m. Bids will be opened publicly at the aforementioned time in the Purchasing Office. Bids received after that time will not be accepted. Interested parties are invited to attend. Bidders should submit bids in a sealed envelope with words, "Sealed Bid No. 2016-ERB-0292," the due date, and their set-aside status (SBE/MBE) on the lower left-hand corner of the envelope.

Bids are to be based on the work called for on the sketches and specifications for the subject project, as well as any addenda issued during the bid process. Bids showing informalities, qualifications or conditions may be rejected at the option of the University. Each bidder must note receipt of any Addenda or bulletins when submitting a bid. All bidders shall verify dimensions and conditions at the site and be responsible for satisfying himself as to all requirements of the contract.

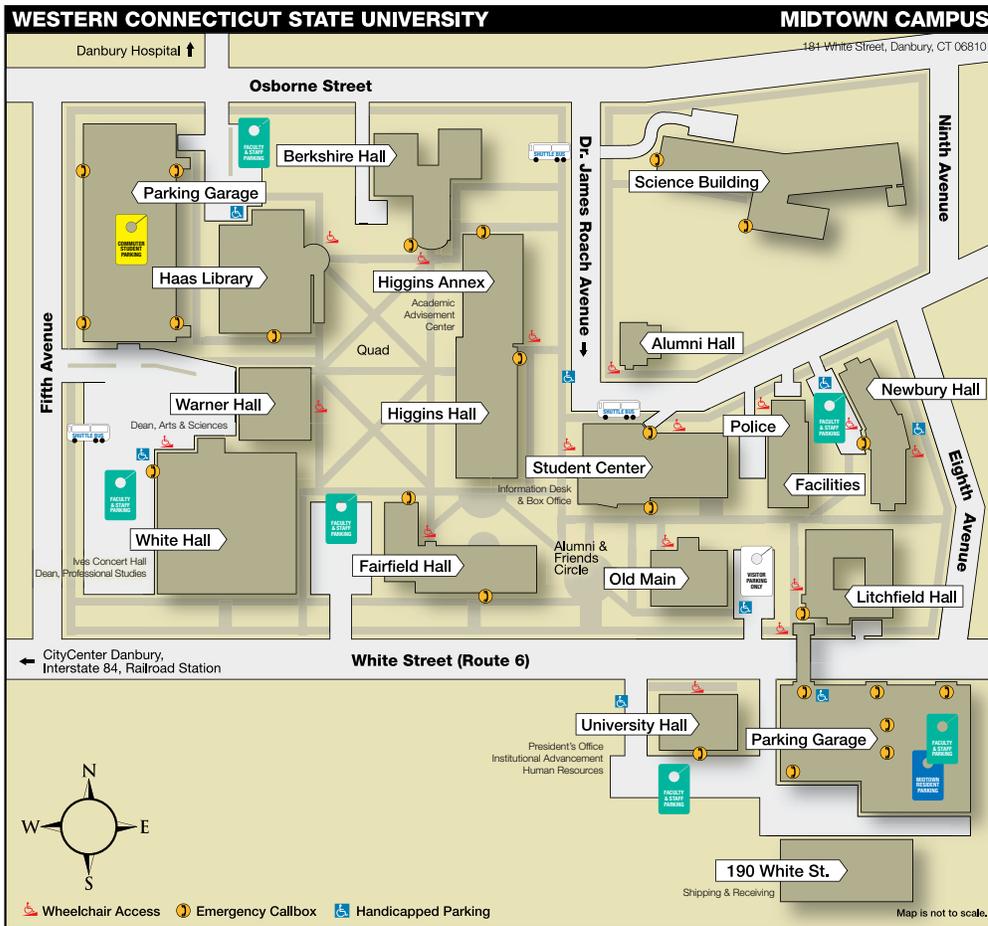
Bids must be held for a period of 90 calendar days following the date of the bid opening. Following 90 calendar days, if attempted negotiations with the lowest bidder fail to result in a contract, the University reserves the right to re-bid the project.

All work shall commence within one week of issuance of contract or letter of intent; all work must be completed no later than October 15, 2015.

The University reserves the right to waive any technical defects in the bids, to reject any bids that do not conform to the terms described herein, and to accept or reject any part of any bid, and to reject all bids and, again, invite bids.

END

Campus Maps & Directions



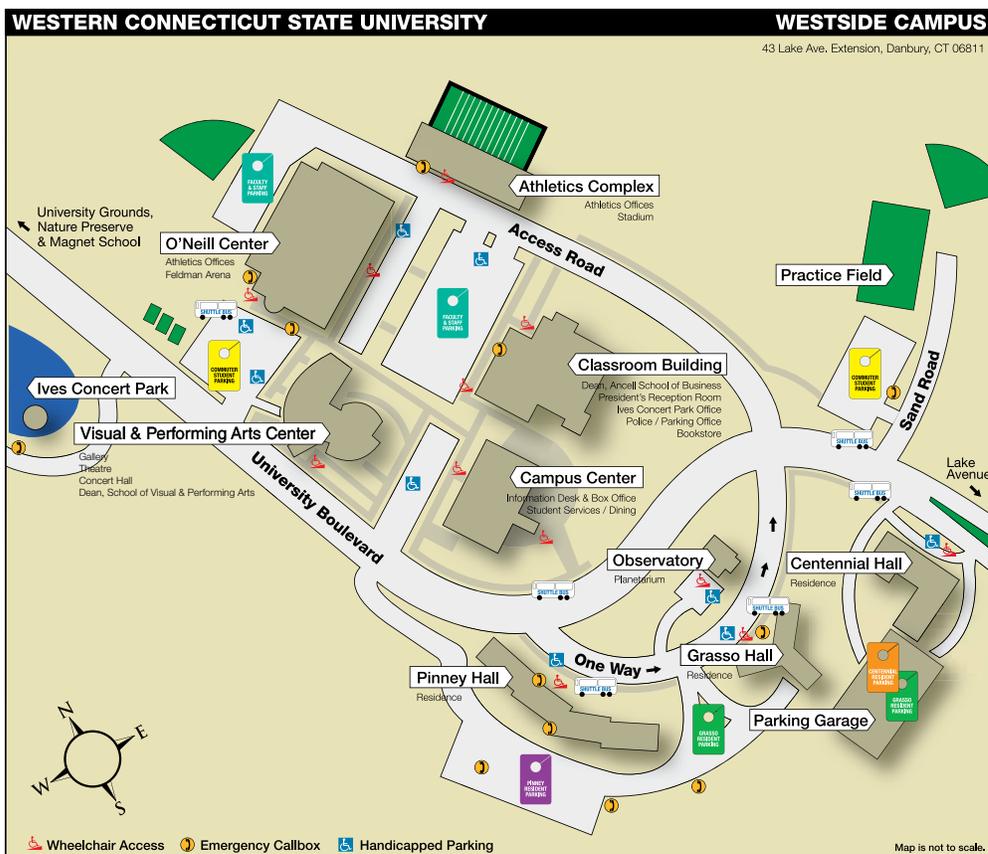
To Midtown campus (181 White Street)

From the East: Take Exit 5 off I-84 to first traffic light (Clapboard Ridge Road); turn right and continue on Main Street to White Street (fifth traffic light); turn left onto White Street and continue one half mile to campus on left.

From the West: Take Exit 5 off I-84 to first traffic light (Main Street); turn right and continue on Main Street to White Street (fourth traffic light); turn left onto White Street and continue one half mile to campus on left. Visitor parking is available in the lot adjacent to Old Main on the Midtown campus.

To Westside campus (43 Lake Ave. Extension)

Take Exit 4 off I-84; turn right onto Lake Avenue. Travel approximately one mile to campus entrance on right.



Campus-to-Campus

Midtown to Westside: Follow White Street and take a right onto Main Street (third traffic light). Follow Main Street to third traffic light (Main Street becomes Clapboard Ridge). Turn left onto I-84 West. Take Exit 4 off I-84. Turn right onto Lake Avenue. Travel approximately one mile. Campus entrance is on the directly across from Stop & Shop. General parking is available along University Boulevard.

Westside to Midtown: Turn left onto Lake Avenue for approximately one mile. Turn left onto I-84 East (third traffic light). Take Exit 5 off I-84 to first traffic light (Main Street). Turn right and continue on Main Street to White Street (fourth traffic light). Turn left onto White Street and continue one half mile. The campus is on the left.

SPECIAL BID PROVISION

In our continuing effort to assist in the economic development of Connecticut's small and minority business enterprises, this Invitation to Bid is reserved for vendors holding a current SBE/MBE set-aside certificate from the State of Connecticut Department of Administrative Services (DAS) Supplier Diversity (Set-Aside) Program. Please note, set-aside certificates that will have expired prior to the bid opening date, but are pending recertification approval by the DAS, do not qualify.

Set-Aside Bidder Requirements

Bidders are required to provide a copy of the company's current certification. Also, DAS-certified bidders must indicate their Set-Aside status by writing SBE/MBE on the lower left-hand corner of the envelope in which the bid is submitted.

How to Obtain a Set-Aside Application

For information regarding eligibility requirements, and to obtain certification or re-certification applications, please contact:

Department of Administrative Services
Supplier Diversity Program
165 Capitol Avenue
Hartford, CT 06106
Phone: 860-713-5236

OR

Visit their website at www.das.state.ct.us and click on "**Supplier Diversity**" under the "**Services to Businesses**" heading.

END

INSTRUCTIONS TO BIDDERS

- A. Bids are to be based on the work called for on the drawings and specifications for the subject project, as well as any addenda issued during the bid process. Bids showing informalities, qualifications or conditions may be rejected at the option of the University.

The University reserves the right to waive any technical defects in the bids, to reject any bids that do not conform to the terms described herein, and to accept or reject any part of any bid, and to reject all bids and again invite bids.

- B. Time limits will be as here-in-forth set:

1. All work shall commence within one week of issuance of contract or letter of intent.
2. All work must be completed no later than October 15, 2015.

- C. Addenda – Any addenda issued to this bid will be posted on the State of Connecticut Department of Administrative Services’ website bid portal, under Western Connecticut State University’s (WCSU) bid postings. The DAS website address is www.das.state.ct.us. Each bidder must note receipt of any Addenda or bulletins when submitting a bid.

- D. The bidding documents are as follows:

1. Project Manual entitled “White Street Safety Improvements” dated *June 19, 2015*.
2. Drawings entitled “White Street Safety Improvements” dated *Revised June 19, 2015*.

- E. The bid package shall contain the WCSU Bid Form and all other required documentation that must be submitted. Refer to the “Bid Submission Checklist Form” within the Project Manual.

- F. Bids must be held for a period of 90 calendar days following the date of the bid opening. Following 90 calendar days, if attempted negotiations with the lowest bidder fail to result in a contract, the University reserves the right to re-bid the project.

- G. All bidders will verify dimensions and conditions at the site and be responsible for satisfying himself as to all requirements of the contract.

- H. All bids will assume that any and all electrical work shall be executed by licensed electricians, in accordance with current codes.

- I. Pre-bid Meeting – All contractors are required to visit the site and become familiar with existing conditions. A mandatory pre-bid meeting is scheduled for Wednesday, July 15, 2015 at 1:30 p.m., beginning at the WCSU ornamental gate entrance facing White Street. The agency representative for this project is Peter J. Visentin, AIA, Director of Facilities Planning and Engineering; phone no. 203-837-8680.
- J. Inquiry Period - Any questions or discrepancies should be submitted in writing by 4:00 p.m., Wednesday, July 22, 2015, to the Dept. of Administrative Services/Purchasing Office, located on the lower level of University Hall, WCSU, 181 White Street, Danbury, CT 06810; Attn: Esther Boriss; fax no. 203-837-8659. Responses to any and all inquiries shall be issued via addenda, no later than 4:00 p.m., Wednesday, July 29, 2015. Any and all addenda shall be posted on the DAS contracting portal.
- K. Bid Opening – Sealed bids should be submitted to Ms. Esther Boriss, Associate Director, Administrative Services/Purchasing, University Hall, Lower Level, Western Connecticut State University, 181 White Street, Danbury, CT 06810. Bids should be submitted on or before Wednesday, August 5, 2015 at 2:30 p.m. Bids will be opened publicly at the aforementioned time in the Purchasing Office. Bids received after that time will not be accepted. Interested parties are invited to attend. Bidders should submit bids in a sealed envelope with the words, “Sealed Bid No. 2016-ERB-0292,” the due date, and their set-aside status (SBE/MBE) on the lower left-hand corner of the envelope.

END

**WESTERN CONNECTICUT STATE UNIVERSITY
BID SUBMISSION CHECKLIST FORM**

**Project: White Street Safety Improvements
Bid No.: 2016-ERB-0292**

Listed below are the following forms/documentation that must be completed and submitted in the bid package before the official bid opening. Failure to comply may result in the disqualification of the bid submission.

- WCSU Bid Form
- OPM Ethics Form 5 - Consulting Agreement Affidavit
- CHRO Contract Compliance Regulations - Notification to Bidders
- CHRO State Set-Aside Goals Requirements Pertaining to this Bid/Worksheet
- CHRO Form of Proposal – Set-Aside Worksheet
- State Elections Enforcement Commission – SEEC Form 10
- Bidders Qualification Statement
- Bid Bond – ON PROJECTS \$50,000 OR OVER (10%)
- Certificate of Insurance
- CT Dept. of Labor Contractors Wage Certification Form
- CT Dept. of Labor Contracting Agency Certification Form

Below are the following forms/documentation that are to be submitted at time of Contract Execution:

- OPM Ethics Form 1 - Gift and Campaign Contribution Certification
- OPM Nondiscrimination Certification Form C – Affidavit by Entity
- OPM Nondiscrimination Certification Form D or Form E (as applicable)
- Performance Bond
- Labor and Materials Payment Bond
- Contractor’s proposed construction schedule in format acceptable to the University

END

WESTERN CONNECTICUT STATE UNIVERSITY

BID FORM

BIDDER: _____

_____ Address Telephone No.

BID PROPOSAL FOR:

**WHITE STREET SAFETY IMPROVEMENTS
BID NO. 2016-ERB-0292**

ADDRESSED TO:

Ms. Esther Boriss
Associate Director of Administrative Services/Purchasing
Western Connecticut State University, 181 White Street, Danbury, CT 06810

In preparing this Bid, we have carefully examined the Bidding Documents for this Work. We have visited the site and noted the conditions affecting the Work.

The Bidding Documents referred to include Drawings and Specifications prepared by Western Connecticut State University and entitled:

“White Street Safety Improvements, Midtown Campus; DCS Project No. BI-RD 292”

We acknowledge receiving the following Addenda issued by the Architect:

No. 1 dated _____ No. 2 dated _____ No. 3 dated _____ No. 4 dated _____

BASE BID:

We propose to perform the Work described in the Bidding Documents, in keeping with the definitions of Article 1 of the Instructions to Bidders, for the Base Bid Sum of :

_____ \$ _____
Dollars

ALTERNATE BID NO. 1 – Bituminous Concrete Pavement Repair and Installation of Granite Curbing, as specified in Technical Specifications’ Section 321216, Section 321716, and Drawing L5.0:

We propose to perform the Alternate Work as described for the Sum of:

_____ \$ _____
Dollars

TIME OF COMPLETION:

We agree that all work will be completed no later October 15, 2015.

BID ACCEPTANCE:

We agree that this proposal shall not be withdrawn for a period of ninety calendar days after date of submittal. We understand that Owner reserves the right to accept any Bid, reject any or all Bids, and to waive any informality in the Bidding. At the time of execution of the contract, we shall furnish all required documentation as listed on the Bid Submission Checklist Form.

Firm Name: _____

Address: _____

By: _____ **Title:** _____
(Name Typed)

Signature: _____ **Date:** _____

The Bidder is a/an (individual) (partnership) (corporation). Names and titles of other officers or partners are:

(For corporation, give State of incorporation and affix corporate seal.)



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



Office of Policy and Management

REQUIRED FOR ALL CONTRACT TYPES

Nondiscrimination Certification

Effective Date: June 30, 2009

Nondiscrimination Certification Forms		
Form A - Representation by Individual	Form A - Word format	Form A - pdf fillable format
Form B - Representation by Entity	Form B - Word format	Form B - pdf fillable format
Form C - Affidavit by Entity	Form C - Word format	Form C - pdf fillable format
Form D - New Resolution by Entity	Form D - Word format	Form D - pdf fillable format
Form E - Prior Resolution by Entity	Form E - Word format	Form E - pdf fillable format

DESCRIPTION:

The Office of the Attorney General has approved the above nondiscrimination certification forms to assist executive branch agencies in complying with the State's contracting requirements under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

By law, a contractor must provide an awarding State agency with *written representation or documentation* that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of a contract. If after the initial submission there is any change in such representation, the contractor shall provide the updated representation to the State or such political subdivision not later than thirty (30) days after such change or upon the execution of a new contract with the state or political subdivision of the state whichever is earlier. Such contractor shall also certify no later than fourteen (14) days after the twelve (12) month anniversary of the most recently filed non-discrimination certification that the representation on file is current and accurate.

A nondiscrimination certification is generally required for all State contracts – regardless of type, term, cost, or value. **See list of exempt entities (below). **

FORMS:

There are five different certification forms one of which must be submitted in writing or electronically. Form A is *always* used for contracts with an individual who is not an entity, regardless of the contract value. Form B is *always* used for contracts with an entity when the contract value is less than \$50,000. Form C is *recommended* for contracts valued at \$50,000 or more with an entity. If Form C is not used, either Form D or E must be used; both require a resolution (new or prior).

<i>For Use By:</i>	Value Less Than \$50,000	Value \$50,000 or More
	Form A	

Individual	<i>Representation</i>	
Entity	Form B <i>Representation</i>	Form C <i>Affidavit</i>
		Form D <i>New Resolution</i>
		Form E <i>Prior Resolution</i>

Definitions

- *individual*: a person who is not an entity
- *entity*: corporation, limited liability company, or partnership

EXPLANATION OF FORMS:

Form A. Representation: For use by an individual when entering into any contract, regardless of contract value.

Form B. Representation: For use by an entity when entering into any contract valued at less than \$50,000 for any year of the contract.

Form C. Affidavit: (Recommended for contracts at or above \$50,000) For use by an entity when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.

Form D. New Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.

Form E. Prior Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.

EXEMPTIONS:

Pursuant to Public Act No. 09-158, Section 1(a)(5)(d), the entities listed below are exempt and, therefore, not required to submit a nondiscrimination certification form when entering into a contract with the State:

1. political subdivisions of the State of Connecticut, including, but not limited to municipalities;
2. quasi-public agencies, as defined in C.G.S. § 1-120;
3. other states of the United States, including, but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267;
4. the federal government;
5. foreign governments; and
6. an agency of a subdivision, agency, state or government listed

in items 1-5.

For Further Information, Contact:

Please direct any questions about the nondiscrimination certification forms to the Commission on Human Rights and Opportunities:

Tel. 860/ 541-3400

Connecticut Toll Free Tel. 1-800/ 477-5737

Content Last Modified on 6/15/2015 1:30:59 PM



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

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

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

CERTIFICATION OF RESOLUTION:

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

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

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____ , 20_____ by the governing body of _____ ,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____ , and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

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

Authorized Signatory Date

Printed Name



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

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

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

CERTIFICATION OF PRIOR RESOLUTION:

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

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

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

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee) Date

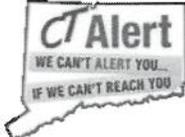
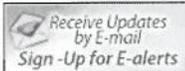
Awarding State Agency



Commission on HUMAN RIGHTS AND OPPORTUNITIES

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Tanya A. Hughes
Executive Director

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Contract Compliance

Connecticut state government spends well in excess of one billion dollars each year to purchase supplies, legal, medical and other professional services, and public works contracting services. Those who have contracts with the state to provide these services bear a special responsibility to assure that their employment and subcontracting procedures promote equal opportunity for all persons. Contract compliance laws were enacted as a means of providing equal employment opportunities for minorities and female workers and economic development and business growth opportunities for small contractors and minority and women owned businesses through the distribution of state contracting dollars.

The Connecticut Commission on Human Rights and Opportunities has the responsibility to review, monitor and enforce the equal opportunity, affirmative action and contract compliance laws of the state as they apply to contractors (including subcontractors and suppliers to contractors) who do business with the state.

Contract Compliance Law in Connecticut

There are two key contract compliance laws in Connecticut; the contract compliance law and the small contractors set-aside program. They apply to state agencies and to political subdivisions of the state other than municipalities. Examples of political subdivisions of the state include regional transit districts, regional planning agencies, councils of governments and other such quasi public agencies, as well as all agencies of the state.

- The **contract compliance law**, enacted as **Conn. Gen. Stat. Section 4a-60**, and the administrative regulations issued pursuant thereto prohibit all those who contract with the state, including subcontractors, from engaging in or permitting discrimination in recruiting, hiring or other employment practices. The law further requires state agencies to aggressively solicit the participation of minority and women owned businesses in state contracts.
- The agencies covered by the law must report all their contracts valued in excess of \$3,000 to CHRO and provide CHRO information necessary to assess their compliance with the law.
- There is a subset of the contract compliance law that pertains to construction related contracts. It places specific contract compliance responsibilities on **public works contracts**. These are agreements for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property. Link to these statutes (beginning with section 46a-68b through 46a-68k) :
- The **small contractors set-aside program** requires each state agency and political subdivision of the state other than a municipality to set as an annual goal their intention to contract with certified small contractors at least 25% of their total projected annual expenditures . The law further requires that one quarter of this amount (or 6.25% of the total projected annual expenditures) be with certified minority businesses. Thus agencies may set aside contracts in whole or in part for bid only by eligible small and/or minority businesses. Link to [small contractor program statute](#) and link to [small contractor program policy guidelines and goal setting procedures](#).
- A small contractor is a company that has been in business for at least one year, has its principal place of business in Connecticut and whose gross revenues for the prior year did not exceed 10 million dollars. As of January 1, 2008 this ceiling will increase to 15 million dollars.
- A minority business is a small contractor that is 51% owned, controlled and beneficially operated by a minority person or persons. The law defines a minority person as a person with a disability, or as any person who is:
 - a *Black American*, including a person having origins in any of the Black African racial groups;
 - a *Hispanic American*, including a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin;
 - an *American Indian* and a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification;
 - an *Asian Pacific American* and Pacific islander;
 - a person having origins in the *Iberian Peninsula, including Portugal*; or
 - a *women*.

The Department of Administrative Services is responsible for certifying businesses as small and small minority owned businesses. Certification is for a two year period and is renewable. For more information about this process, or to download the forms necessary to be certified or re-certified, link to: [DAS Certification](#)

To review the [list of certified small and minority businesses](#) link to:

For [Contract Compliance Forms and Reports](#) link here.

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25 Sigourney Street, Hartford, Connecticut 06106 / Phone: 860-541-3400

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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WESTERN CONNECTICUT STATE UNIVERSITY

NOTICE OF CHANGES TO THE
THE CONNECTICUT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES
SELF-PERFORMANCE & SUB-CONTRACTING REQUIREMENTS
FOR THE SUPPLIER DIVERSITY (SET-ASIDE SBE/MBE) PROGRAM

The contractor who is selected to perform this state project must file and receive an approved Affirmative Action Plan by the Commission of Human Rights and Opportunities. This project is subject to the State Set-Aside goals and new self- performance and subcontracting requirements.

The contractor selected to perform this state project needs to solicit multiple bids per subcontract (class of work) from an assorted variety of subcontractors, non-trade related service providers, ethnic minority, woman, certified by State of CT. Dept. of Administrative Services Supplier Diversity (Set-Aside) Program.

Please note the following **NEW STATUTORY CHANGES TO** 4a-60g, effective October 1, 2013 as it relates to **Self-Performance & Subcontracting Requirements**

P. A. 13-304 increases the percentages of work required to be performed by any prime SBE/MBE company that is awarded a contract under the set-aside statutes. Previously, a company awarded a set-aside contract was required to self-perform at least 15% of such contract; it will now be required to self-perform at least 30%. Further, SBEs and MBEs that subcontract some of the work under their set-aside contracts will be required to subcontract at least 50% of the remaining work (i.e. the work not self-performed by the prime) to SBEs and MBEs, respectively, instead of 25%, under current law. Please note that the 50% requirement applies to the work subcontracted; in other words, the percentage to be self-performed by the prime contractor cannot be used to accomplish the 50% requirement.

- Example: If an SBE is awarded a \$100,000 state contract under the set-aside statutes, that SBE will be required to perform at least \$30,000 of the work under the contract with its own workforce. If the SBE self-performs \$30,000 of the work, and chooses to subcontract the remainder, the SBE must subcontract at least \$35,000 of the work to another certified SBE (50% of the remaining \$70,000 on the contract).

The CHRO Form of Proposal Set-Aside Worksheet must be submitted with the bid package.

WESTERN CONNECTICUT STATE UNIVERSITY
CHRO FORM OF PROPOSAL - SET-ASIDE WORKSHEET

Project: White Street Safety Improvements - Midtown Campus
Bid No. 2016-ERB-0292

	Subcontractor Name	Class of work	SBE	MBE	Prime Contractor self performing \$\$	Subcontract amounts
1					\$	
2						\$
3						\$
4						\$
5						\$
6						\$
7						\$
8						\$
9	Prime Contractor Total				0	
10	SBE Subtotal	Add SBE subcontract amounts from above list and enter total at right				\$
11	MBE/WBE Subtotal	Add MBE/WBE subcontract amounts from the list and enter total to the right				\$
12	Lump Sum base bid	Enter total lump sum base bid from bid submittal form				\$
13	Bidding Prime Contractor % and \$\$\$\$				0	
14	Remaining value subject to SBE/MBE = lump sum line 12 minus prime contractor total					\$
15	SBE Percentage	Divide line 10 by line 14. Enter % to the right				%
16	MBE/WBE Percentage	Divide line 11 by line 14. Enter % to the right.				%
17	Total SBE/MBE/WBE %	Must = 50% of line 14 /add line 15+16 for total %				%

In determining and ensuring compliance with CHRO requirements this worksheet must be submitted as part of the bid submittal package. Failure to do so may be grounds for disqualification of the bid. Compliance determination shall initially be based on the base bid sum. However, for bid solicitations requiring acceptance of Alternates or Supplemental bids, a revised worksheet shall be required prior to issuance of contract.

The MBE requirement is still 6.25% of the entire bid total.

Each bidder shall submit, as part of their proposal, copies of Certificates of Eligibility for each set aside subcontractor or "screen shots" from the State of Connecticut Supplier Diversity web site for each set aside subcontractor showing name and address, certification type and certificate expiration date.

Vendor Company Name (Prime Contractor) _____

Authorized signature _____ Date _____

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

TO ALL LABOR UNIONS, WORKERS REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state, other than municipalities, shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to the Commission's responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and
2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer;
4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation, gender identity or expression once employed; and
2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
AFFIRMATNE ACTION AND CONTRACT COMPLIANCE UNIT
25 Sigourney Street
Hartford, Connecticut 06106
860-541-4709

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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



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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

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"

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GENERAL CONTRACTOR
BIDDERS QUALIFICATION STATEMENT

PROJECT **Western Connecticut State University**
NAME/NO.: **White Street Safety Improvements – Midtown Campus**
 DCS Project No. BI-RD 283

All bidders are required to file this form, properly completed, WITH THEIR PROPOSAL. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 ½" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name: _____

2. How many years has this organization been in business under its present business name?

Years: _____

3. How many years has this organization been in business as a General Contractor?

Years: _____

4. If this organization has not always been a General Contractor, list the trade(s) that your firm customarily performed prior to the time that you became a General Contractor:

4.1 _____

4.2 _____

4.3 _____

5. Indicate all other names by which this organization has been known and the length of time known by each name:

5.1 _____

5.2 _____

5.3 _____

6. This firm is a:

- Corporation
 - Partnership
 - Sole Proprietorship
 - Joint Venture
 - Other
-

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with project on which you are now a bidder. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

8. List all sub-trades which your firm customarily performs with own employees.

- 8.1 _____
- 8.2 _____
- 8.3 _____
- 8.4 _____
- 8.5 _____

9. **Trade References:** Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings, (attach separate sheets as necessary):

**SECTION 00030
GENERAL CONTRACTOR
BIDDERS QUALIFICATION STATEMENT
PAGE 5 OF 6**

12. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement).

13.1 Attached:

13.2 N/A:

14. List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition.

14.1

14.2

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three year period preceding the bid. Please list any such convictions below.

15.1

15.2

15.3

**SECTION 00030
GENERAL CONTRACTOR
BIDDERS QUALIFICATION STATEMENT
PAGE 6 OF 6**

Dated at _____

Signed this _____ day of _____ 19 _____

Name of Organization: _____

Signature _____

(Print Name) _____

Title _____

Notary Statement:

Mr./Mrs./Ms. _____ being duly sworn

deposes and says that he/she is the _____ of
(Position or Title)

_____, and that the answers to the foregoing
(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____ 19 _____

Notary Public _____

My Commission Expires _____ 19 _____

END OF SECTION

WESTERN CONNECTICUT STATE UNIVERSITY

**NOTICE REGARDING THE
STATE OF CONNECTICUT - DEPARTMENT OF LABOR
PREVAILING WAGE RATES REQUIREMENT**

Please Note:

The Department of Labor's Prevailing Wage Rates shall apply to this project.

The Minimum Rates and Classifications for Building Construction listing, as issued by the Department of Labor for this project, will be forwarded to all prospective bidders via addendum as soon as it becomes available.

Thank you.

Facilities Planning & Engineering
Western Connecticut State University

NOTICE TO BIDDERS
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

1. BIDS AND REJECTION OF BIDS:

Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of Section 4b-93 of the General Statutes of Connecticut as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The bidder's qualifications for performing such work shall be subject to review under Section 4b-92 of the General Statutes of Connecticut, as revised.

Every bid which is conditional or obscure, or which contains any addition not called for, shall be invalid; and the awarding authority shall reject every such bid. The awarding authority shall be authorized to waive minor irregularities which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by Section 4b-95 of the General Statutes of Connecticut, as revised, to be furnished in the bid form provided by the awarding authority.

Bids shall be publicly opened and read by the awarding authority forthwith. The awarding authority may require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its own forces. The awarding authority may also require the contractor to set aside a portion of the contract for subcontractors who are eligible for set-aside contracts. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of said Section 4b-95 or substitution of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a subcontractor's or, where appropriate, a contractor's: (1) Death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; (7) failure to perform its agreement to execute a subcontract under Section 4b-96 of the General Statutes of Connecticut, as revised.

The bid price shall be the price set forth in the space provided on the bid form. No bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans and specifications do not accompany the bid or are not submitted with the bid. Failure to correctly state a subcontractor's price shall be cause for rejection of the bid.

Any contractor who violates any provision of said Section 4b-95 may be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 of the General Statutes of

Connecticut, as revised, for a period not be exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.

Bids shall be submitted only on the forms furnished for the specific project. In no event will bids or changes in bids made by telephone or telegraph be considered. Any bid form omitting or adding items, altering the form, containing conditional or alternative bids, or without the original signature of the bidder or its authorized representative, will be rejected.

Any bid received after the scheduled closing time for the receipt of bids will be returned to the bidder unopened.

Any bid once deposited with the Department of Public Works may only be withdrawn by letter of request, signed by the depositing bidder and presented to the Chief, Bidding Section, prior to the time of opening of any bid for the project designated or identified project.

2. BID SECURITY:

Each bid must be accompanied by a certified check payable to the order of the Treasurer of the State of Connecticut, or the bid must be accompanied by a bid bond, in the form required by the awarding authority, having as surety thereto such surety company or companies acceptable to the Commissioner of the Department of Public Works and as are authorized to do business in this State, for an amount not less than 10 per cent of the bid. All checks submitted by unsuccessful bidders shall be returned to them after the contract has been awarded.

3. FORFEIT OF BID SECURITY:

Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the forfeiture of the bid bond or certified check.

4. ADDENDA AND INTERPRETATIONS:

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Every request for such interpretation should be in writing to the awarding authority and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of bids; failure of any bidder to receive any such addendum or interpretation shall not release any bidder from any obligations under its bid as submitted, provided notice has been sent to the address furnished by such prospective bidder for the transmittal of notices, addenda and interpretations. It shall be the bidder's responsibility to make inquiry as to, and to obtain, the addenda issued, if any.

5. EXECUTIVE ORDER NO. THREE:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three,

or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

6. EXECUTIVE ORDER NO. SEVENTEEN:

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

7. FOREIGN CORPORATIONS:

A corporation not organized under the laws of this State that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the Secretary of the State.

8. SECURITY FOR FAITHFUL PERFORMANCE:

8.1.1 Performance Bond

On or before the contract award date, the successful bidder shall substitute for the certified check or bid bond accompanying its bid an executed performance bond, in the amount not less than 100 per cent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State.

8.1.2 Labor and Material Bond:

At this same time, the successful bidder shall submit a labor and material bond in the amount not less than 100 per cent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder.

This bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, as revised.

The following sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this bond:

Sec. 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors. (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the state or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the state or a municipality; (2) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

- (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one per cent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this state, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.
- (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
- (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

Sec. 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment. (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied

materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce his right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section.

- (b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or

performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed.

- (c) The word "material" as used in section 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

9. CONNECTICUT SALES AND USE TAXES:

All bidders shall familiarize themselves with the current statutes and regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid.

10. CONTRACTOR'S QUALIFICATIONS:

All bidders shall file with their bids a statement of qualifications on the appropriate form.

11. SUBCONTRACTORS:

As required by the *Bid Proposal Form*, each bidder shall furnish with its submitted bid, and in the place on the bid form provided for such purpose, the names of responsible and qualified subcontractors who are actually to perform the work required by the division or portion of the specifications listed for the base bid. Failure to so list a subcontractor for any division or portion of the specifications will result in the rejection of the entire bid.

12. WORKING DAY:

A working day is hereby defined as each consecutive day, including and following the date set for commencement of work, except Saturdays, Sundays and State legal holidays and except those days on which, in the opinion of the awarding authority, the contractor is prevented by inclement weather from proceeding with work on the major items under construction at the then current stage of the work for at least six (6) hours with the usual force employed on these major items, provided, however, that in the event the State directs or permits work to be performed on a Saturday, Sunday or a State legal holiday, then such day shall be considered a working day.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS:

This section is inserted in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of 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) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned 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 Conn. Gen. Statutes. Section 32-9n; and

"good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Statutes. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Statutes. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Statutes. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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 Conn. Gen. Statutes, Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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.

14. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION:

This section is inserted in connection with Subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

b. The contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission,

the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c. 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.

15. UNION LABOR:

Attention is called to the fact that there may be construction work now being carried on at the site at which construction is contemplated being done by union labor. This fact must be kept in mind by all bidders.

16. LABOR MARKET AREA:

All bidders shall have read Sections 31-52 and 31-52a of the General Statutes of Connecticut, as revised. These sections relate to the preference of State citizens and the preference of residents of the labor market area in which the work under the contract is to be done and the penalties for violations thereof.

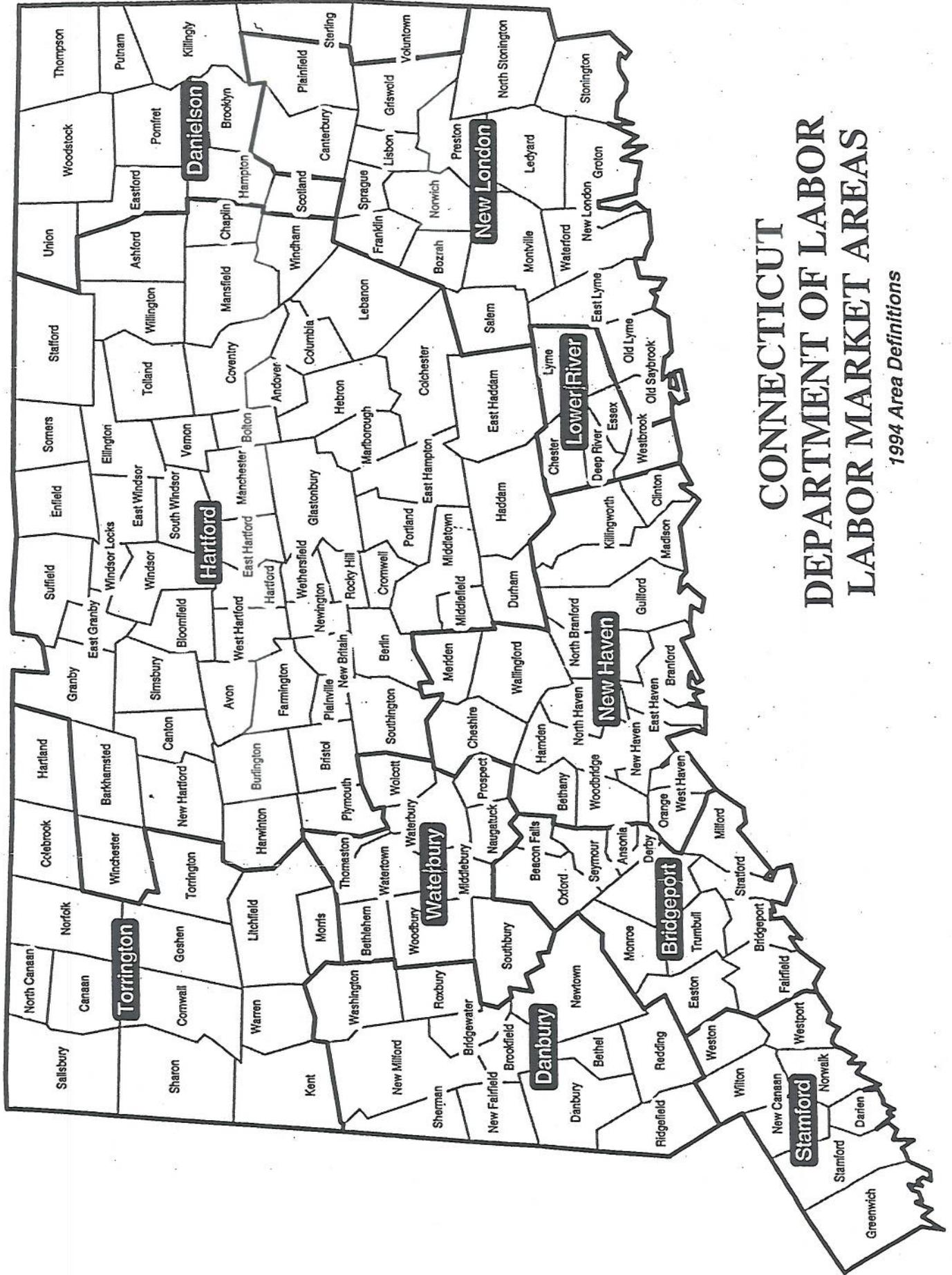
In order to avoid violations by the contractor and to cooperate with and assist the State in the implementation of the statutory mandates, any bidder awarded a contract with the State shall be required to provide the State with the following information:

- 16.1 The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.
- 16.2 How long each employee has resided in the labor market area, as established by the State Labor Commissioner, in which the work under the contract is to be done. Labor market areas are indicated on the end of this section.
- 16.3 Within thirty (30) days after the start of work, the contractor shall submit a signed statement setting forth the procedures the contractor and its subcontractors have taken to assure that they have sought out qualified residents of the labor market area. Also, the statement shall include information as to how many persons were considered for employment and how many were actually hired. Such procedures will include, but not be limited to, obtaining names of available persons from area Employment Security Offices.
- 16.4 In the same manner as item (16.3) above, the statement shall indicate the steps taken to assure that the Contractor and its Subcontractors have sought out qualified residents of this State.
- 16.5 The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
- 16.6 All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.

Pursuant to Section 31-52b of the General Statutes of Connecticut, as revised:

"The provisions of sections 31-52 and 31-52a shall not apply where the state or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto."

However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of Public Works.



CONNECTICUT DEPARTMENT OF LABOR LABOR MARKET AREAS

1994 Area Definitions

WORKING PROCEDURES DURING CONSTRUCTION**SECTION I – GENERAL**

- A. Contact between the budgeted agency and the Architect/Engineer will be through the Construction Administrator assigned to the project. Contact between the Architect and the Contractor will be through the Construction Administrator, except on matters relating to shop drawings (Section 5 below); approval of materials (Section 6); approval of samples (Section 7).
- B. The control, field supervision, and inspection of this project through the date of guarantee required by the General Conditions will be conducted by the University or its designated representative, as directed by the University Architect delegated by the Commissioner to the Director of Construction Services, whose project organization includes the following:
- (1) Director of Facilities Planning & Engineering/University Representative
 - (2) Associate Director/Assistant Director of Facilities Planning & Engineering
 - (3) Construction Administrator/University Representative/ Project Manager
 - (4) Architect/ Engineer
- C. The Construction Administrator assigned to the project is responsible to his superiors for the control, field supervision, and inspection of the project. The Contractor and the Architect/Engineer submit to the Construction Administrator a separate written statement on each question of contract interpretation, contract discrepancy, contract change, or on any question concerning a deviation from the contract requirements.

SECTION 2 – CORRESPONDENCE

- A. Standard practice is to be as follows:
1. All correspondence must bear the correct title and assigned contract number for purposes of identification.
 2. For ease in filing, a separate letter must be issued for each subject. SEVERAL SUBJECTS ARE NOT TO BE COMBINED IN ONE LETTER.
 3. All shop drawings, samples, etc., must be accompanied by a transmittal letter, which should be clear as to what is being transmitted.
 4. Persons and/or firms receiving copies shall be noted on all copies of each letter. A check mark is to be placed beside each name so as to designate to whom the copy belongs.
 5. The following procedures as to be followed:
 - a. A copy of every letter addressed by the Architect/Engineer to the Construction Administrator (and vice versa) is to be sent to the Director of Facilities Planning & Engineering.
 - b. A copy of every letter addressed by the Architect/Engineer to the Contractor (and vice versa) is to be sent to the Director of Facilities Planning and Engineering and Construction Administrator.

- c. A copy of every letter addressed by the Contractor to the Construction Administrator (and vice versa) is to be sent to the Director of Facilities Planning and Engineering and the Architect/Engineer.
 - d. A copy of every letter addressed by either the Construction Administrator or the Architect/Engineer to the budgeted agency is to be sent to the Director of Facilities Planning and Engineering.
- B. All correspondence addressed to the Director of Facilities Planning & Engineering is to be sent to Western Connecticut State University, 181 White Street, Danbury, CT 06810. Letters shall be sent direct and with the least possible delay.

SECTION 3 – JOB DRAWINGS, DETAIL DRAWINGS, ETC.

- A. The Architect/Engineer will furnish four (4) prints, three (3) to be sent by transmittal letter directly to the Construction Administrator on the job and one (1) directly to the Director of Facilities Planning and Engineering with one (1) copy of the transmittal letter. A copy of the transmittal letter only is to be sent directly to the Director of Facilities Planning & Engineering, and three (3) prints are to be sent directly to the Contractor together with a copy of the same transmittal letter.

SECTION 4 – APPROVAL OF SUBCONTRACTORS

- A. Initial submission shall be as prescribed in the proposal attached to and made a part of the contract. Subsequent submission(s), on the Contractor's letterhead, shall include the name of the proposed subcontractor(s), what services they will be providing, and the contract amount. This information is sent to the Director of Facilities Planning and Engineering, with a copy to the Architect/Engineer, and the Construction Administrator. The Contractor will be notified by the University on approvals of all subcontractors.

SECTION 5 – SHOP DRAWINGS

- A. The Contractor shall forward, after detailed checking in his office, with a transmittal letter, three (3) prints of each shop drawing to the Architect/Engineer for initial checking, following the procedure as outlined in paragraph 2 above. At the same time, the Contractor shall send a copy of the transmittal letter to the Director of Facilities Planning and Engineering, and one (1) copy to the Construction Administrator, assigned to the project.
- B. After corrections have been made, or when the shop drawings are finally approved, the Contractor is to furnish a total of seven (7) prints of each drawing to the Architect/Engineer. For sprinkler shop drawings, provide a total of ten (10) prints. All prints to include the project name and DCS project number.
- C. Noting his action on shop drawings, the Architect/Engineer shall:
- 1. Retain two (2) sets of drawings for his files.
 - 2. Return two (2) sets to the Contractor with a transmittal letter.
 - 3. Send one (1) set to the District Construction Supervisor together with a copy of the transmittal letter.

4. Send two (2) sets to the Construction Administrator, with one (1) copy of the transmittal letter.
5. In the case of fire sprinkler systems only, add (3) sets of final approved shop drawings to make a total of (10) sets. Two (2) sets will be sent to the States Insurance Carrier. One (1) set (if the building exceeds the threshold limit) shall be sent to the State Fire Marshals office for ultimate approval and compliance. The sets submitted to the Fire Marshal and Insurance Carrier shall include hydraulic calculations, and manufacturers' specification sheets for all sprinkler heads, backflow preventors, and fire pumps (including pump curves).

SECTION 6 – APPROVAL OF MATERIALS

- A. The Contractor shall submit directly to the Architect/Engineer for approval a list of all materials and equipment proposed for use on the project, following the procedure outlined in paragraph 2 above. Approval or disapproval will be handled as follows. Note that there are three (3) broad classifications to be considered:
 1. Action on any material or equipment which is named by brand in the specifications will be taken by the Architect/Engineer.
 2. When the Contractor proposes an equal for any specified material or equipment, he shall submit to the Architect/Engineer full information (manufacturer's brochure, etc.) covering the item proposed. The Architect/Engineer will evaluate the data and submit three (3) copies of the information along with his recommendations to the Director of Facilities Planning and Engineering, who will inform the Contractor of the decision.
 3. If the Contractor proposes material or equipment that deviates from the specifications (a substitution to be handled by a change order), he shall submit full information about the item, and a credit to the owner, where applicable, supported by the manufacturer's original quotation for specified material and that for the substitution. The Architect/Engineer will review this data, and submit three (3) copies of the information along with his recommendations to the Director of Facilities Planning and Engineering, who will notify the Contractor of the decision.
 4. Time limitations for making submittals on equals or for substitutions, shall be in accordance with Article 14 of the General Conditions.
- B. Selection of paint colors and colors of interior finished materials shall be made by the Architect/Engineer, who will be responsible for obtaining approval of the using agency. After receiving this approval, he will notify the Contractor.

SECTION 7 – APPROVAL OF SAMPLES

- A. Procedure on approval of samples will be the same as for materials; however, in most cases, samples delivered by the Contractor to the job site will be examined there and will be held there until completion of the work. Approval by the Architect/Engineer is to be in writing following procedure outlined in Section 6A. (2).

SECTION 8 – REPORTS ON WORK AT SITE

- A. The diary kept by the Construction Administrator on the job will be available for the Architect/Engineer. The CC/S will also keep a list of questions for determination by the Architect/Engineer.
- B. Observation reports by the Architect/Engineer are also required.

SECTION 9 – INSURANCE CERTIFICATES

- A. All certificates, in triplicate, will be sent to the Contracts Supervisor of the Contract Section.

SECTION 10 – INSTRUCTIONS ON THE WORK

- A. All instructions on the job will be given the Contractor by the Construction Administrator, who will make any decisions not in conflict with the plans and specifications. He will advise the Architect/Engineer at all times as to actions taken. On matters of major importance, the Construction Administrator will consult with the Director of Facilities Planning and Engineering and the Architect/Engineer and obtain clearance before giving instructions to the Contractor.
- B. On engineering projects, each Architect/Engineer will keep the Engineering Section of the Department of Construction Services advised concerning instructions and interpretations given by him, and in no case will authorize engineering changes in the plans or specifications without receiving prior approval of the Engineering Section.
- C. Deviations from plans and specifications will be handled by a change order.

SECTION 11 – SCHEDULE OF VALUES OF THE WORK

- A. The Contractor shall prepare, on forms furnished by the Department of Construction Services, one (1) pencil copy of the schedule of values, for various parts of the work, broken down as directed, aggregating the total sum of the contract, and submit to the assigned Construction Administrator for review.
- B. Following this review and initialing by the Mechanical/Electrical Specialist, if applicable, the Construction Administrator will transmit the initialed copy of the schedule of values to the Hartford office for further processing.
- C. After final approval, the Hartford office will notify the Contractor to submit the final typed schedule of values in the number of copies required.
- D. Under no circumstances is the Contractor to submit a requisition for partial payment until the schedule of values has been approved.

SECTION 12 – REQUISITIONS

- A. The Contractor's requests for partial payment shall be itemized to correspond with the approved schedule of values. Requisitions shall be submitted directly to the Construction Administrator for approval and processing.
- B. Requisitions for requests for partial payment shall be submitted once a month directly to the Construction Administrator assigned to the project.

SECTION 13 – CHANGE ORDERS

- A. Any change for improvement of the work or to provide for field conditions suggested by the budgeted agency, the Department of Construction Services, the Contractor, or the Architect/Engineer, will be handled by the Construction Administrator assigned to the project. The Construction Administrator is to determine the necessity for the change and clear with the Architect/Engineer and the budgeted agency. He may ask the Architect/Engineer to prepare any documents necessary to process the change, and he will obtain from the Contractor any estimate covering additions to or deductions from the contract price.
- B. Changes requested by the agency must first be addressed by the agency head to the Commissioner of Construction Services for consideration and approval before any action will be taken by the Construction Administrator.
- C. To expedite change orders during the course of construction, proposals are to be submitted directly to the assigned Construction Administrator (in the number of copies requested) with a copy to the Director of Facilities Planning and Engineering, the District Construction Supervisor, and the Architect/Engineer.
- D. After review and comment by the budgeted agency, the request for change order, with all back-up, including the architect's/engineer's recommendations and a definite statement of need and/or reason for the change, will be submitted by the Construction Administrator to the central office of the Department of Construction Services. On approval by the Commissioner, a change order to the contract will be issued authorizing the change.
- E. The amount of compensation to be paid for additional work shall be in accordance with Article 13 of the General Conditions.
- F. Lump sum proposals are to contain certain quantities and unit prices and be itemized in sufficient detail to give the Department of Construction Services a basis for checking. When a subcontractor's price is included in the general contractor's proposal, the subcontractor's breakdowns to be included. Credits must be deducted before the percentage can be applied.
- G. Every proposal is to state whether or not extension of time is required, and if so, of how many days.
- H. In the event of disagreement between the Contractor and the Cost Review Section as to the amount of the proposal, the Cost Review Section will take the matter up with the Contractor through the Construction Administrator on the job or, if more expedient, directly with the Contractor.
- I. In no case is a Contractor to proceed without an approved Change Order, or if necessary, to expedite the work, a proceed order authorized by the Commissioner of the Director of Construction, as provided in Articles 13 and 26 of the General Conditions. This shall not, however, affect the power of the Contractor to act in a case of emergency, threats of injury to persons, damage to the work or an adjacent property.

END

Inspection Requests for State Projects

Effective immediately, all inspection requests on State projects shall be emailed to the Office of the State Building Inspector at: OSBI.Inspections@ct.gov.

Inspection requests shall be made at least 24 hours prior to the requested time of inspection.

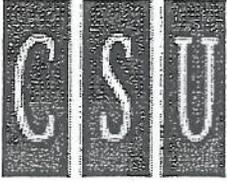
The email shall include the following information:

- The project name and project number.
- The date and time of the requested inspections.
- The type(s) of inspections requested.
- The name and phone number of the project contact person in case you need to be reached due to conflicts.
- The email shall be cc'd to the inspector(s) assigned to your project.

Multiple inspections can be scheduled in a single email. Just be clear as to the date and time of each inspection.

If you have any questions on this procedure, please consult with the inspectors assigned to your project. If you still have questions, please contact the Office of the State Building Inspector at (860)713-5900 and ask to speak to Stephen Carey or Daniel Tierney.

Connecticut State University System



Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University
System Office

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

The following words, when used herein, shall have the following meanings:

1. "Contract" shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.
2. "CSU" shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office, collectively and individually, as the context requires.
3. "Person" shall mean an individual, partnership, corporation or other business entity, as the context requires.
4. "Proposal" shall mean a response to a request for proposal, request for bid, or request for quotation.
5. "Proposer" shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.
6. "RFP" shall mean a request or invitation for proposal, bid, or quotation, as applicable.

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.
4. All responses to the RFP shall be and remain the sole property of CSU.
5. Each proposer shall bear all costs associated with proposer's response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.

6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.

8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
 9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
 10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
 11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
 12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
 13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
 14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
 15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
 16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
 17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.
- C. Samples
 1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
 2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
 3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.
 - D. Bonding Requirements / Guaranty or Surety
 1. If required by this RFP, the proposal must be accompanied by a bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.
 2. The proposal bond must be executed by the proposer as follows:
 - (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature;
 - (b) If the proposer is a partnership - must be signed by a general partner;
 - (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as"
 3. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond.
- ### III. CONTRACT AWARD
1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
 2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
 3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and

- omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
 5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
 6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.
- IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER**
- By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:
- A. General Conditions**
1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
 2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
 3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
 4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
 5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
 6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
 7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7B.
 8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
 9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
 10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
 11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
 12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
 13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
 14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the

terms of the contract, the terms of the contract shall prevail.

15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
 - (a) 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.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the 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.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the 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. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:

(a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.

(b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.

3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds

The successful proposer shall submit the following bonds, at the request of CSU, within ten (10) days of the date of receipt of the Award Notice and Offer:

1. A Performance Bond in the amount of one hundred percent (100%) of the total proposal price; and
2. A Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price.

A company authorized to transact business in the State of Connecticut shall execute the bonds. Checks shall be made payable to CSU or the appropriate CSU University.

D. Delivery

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

E. Inspection and Tests

1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

F. Advertising

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.

TERMS/CONDITIONS

EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor, agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This Agreement is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this Agreement, shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract is also subject to Executive Order Number 16 of Governor John G. Rowland promulgated August 4, 1999, and as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16. The Parties to this Agreement, as part of the consideration hereof agree that (a) The Contractor shall prohibit as a condition of employment, any weapon or dangerous instrument defined in (b); (b) Weapon means any firearm, including BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defence weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (d) The Contractor shall adopt the above prohibition as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware is such work rules. (e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section. This Agreement is subject to Executive Order No 7B of Governor Jodi M. Rell, promulgated on November 16, 2005. The Parties to this Agreement, as part of the consideration hereof, agree that (a.) The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or (2.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. (b.) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title. (c.) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. 4-252 shall not be affected by this Section.

NON-DISCRIMINATION

- (a) For the purposes of this section, "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 Conn. Gen. Stat. 32-9n; and good faith means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. Good faith efforts shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- For purposes of this section, Commission means the Commission on Human Rights and Opportunities.
- For purposes of this section, Public works contract means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (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, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which 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 Conn. Gen. Stat. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: the Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provision 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 Conn. Gen. Stat. 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) The contractor agrees to the following provisions: The contractor agrees and warrants that in the performance of the agreement such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligations of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter

INSURANCE

The contractor agrees that while performing services specified in the agreement that he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

General Conditions of the Contract for Construction
Department of Public Works
State of Connecticut
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ARTICLE 1
DEFINITIONS

WHENEVER THE FOLLOWING TERMS, OR PRONOUNS IN PLACE OF THEM, ARE USED THE INTENT AND MEANING SHALL BE AS FOLLOWS:

1.1 ACCEPTANCE: The Owner's acknowledgement of the Work from the Contractor upon certification by the Construction Administrator and Architect or Engineer that all Work has been completed.

1.2 ADDITIONAL OR DELETED WORK: Work required by the Department that, in the judgment of the Commissioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.

1.3 AGENCY: The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.

1.4 APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION: Contractor's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.

1.5 ARCHITECT OR ENGINEER: A sole proprietor, partnership, firm, corporation or other business organization under Contract with the Owner, commissioned to prepare Contract Drawings and Specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.

1.6 AS-BUILT DRAWINGS: Construction Drawings revised by the Contractor to show all significant Modifications made during the construction process.

1.7 BASE BID: Monetary value stated in the Bid Proposal Form as the sum for which the Bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.

1.8 BID BOND: Form of Bid Security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statute Section 4b-92.

1.9 BIDDER: A sole proprietor, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.

1.10 BIDDING DOCUMENTS: Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids.

1.11 BID OR BID PROPOSAL FORM: A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.

1.12 BID SECURITY: Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.

1.13 BUILDER'S RISK INSURANCE: A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.

1.14 CASH ALLOWANCE: An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.

1.15 CERTIFICATE OF ACCEPTANCE: A document issued by the Owner to the Contractor stating that all Work specified in the Certificate of Acceptance has been completed and accepted by the Owner.

1.16 CERTIFICATE OF COMPLIANCE: A document stating that for the portion of the Project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes.

1.17 CERTIFICATE OF OCCUPANCY: Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.

1.18 CERTIFICATE OF SUBSTANTIAL COMPLETION: A document prepared by the Architect or Engineer and approved by the Owner on the basis of an inspection stating:

1.18.1 that the Work, or a designated portion thereof, is determined to be Substantially Complete;

1.18.2 the date of Substantial Completion;

1.18.3 the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and

1.18.4 the time within which the Contractor shall complete the remaining Work.

1.19 CHANGE ORDER: Written authorization signed by the Owner, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Contract Time.

1.20 COMMISSIONER: The State of Connecticut, Department of Public Works (DPW) Commissioner acting directly or through specifically authorized DPW personnel or agent(s) having authority to perform duties defined in Article 25.

1.21 CONSTRUCTION ADMINISTRATOR: A sole proprietor, partnership, firm, corporation or other business organization, under Contract or employed by the Owner commissioned and/or authorized to oversee the fulfillment of all requirements of the Contract Documents. The authorized Construction Administrator may be a Department of Public Works Assistant Project Manager, Department of Public Works Project Manager, a Clerk of the Works, an Architect, a Consulting Architect, a Consulting Construction Administrator, a Consulting Engineer etc. or any other designee as authorized and identified by the Owner.

1.22 CONSTRUCTION CHANGE DIRECTIVE: A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both. Any Construction Change Directive effecting an adjustment to the Contract Sum or Contract Time shall result in a Change Order.

1.23 CONTRACT DOCUMENTS OR CONTRACT: The Agreement between Owner and Contractor, Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, all of which shall constitute the Contract.

1.24 CONTRACTOR OR GENERAL CONTRACTOR: A sole proprietor, partnership, firm or Corporation, under direct Contract with the Department of Public Works, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.

1.25 CONTRACTOR'S LIABILITY INSURANCE: Insurance purchased and maintained by the Contractor that insures the Contractor for claims for property damage, bodily injury or death.

1.26 CONTRACT START DATE OR DATE OF COMMENCEMENT OF THE WORK: The date, speci-

fied by the Owner in the Notice to Proceed, on which the Contractor is required to start the Work.

1.27 CONTRACT SUM: The sum stated in the Contract, which is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

1.28 CONTRACT TIME: The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all Working Days and Non-Working Days as further defined herein and specified in the Contract Documents.

1.29 DAY: Whenever the word Day is used it shall be understood to mean calendar day stated on the Bidding Documents, unless stated otherwise.

1.30 DEPARTMENT OF PUBLIC WORKS (DPW) PROJECT MANAGER: The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

1.31 DIESEL VEHICLE EMISSIONS CONTROL: The reduction of air pollution emissions from diesel powered vehicles through the use of diesel engine emission control technologies.

1.32 EQUAL(S): Any deviation from the Specification which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the first listed manufacturer or first listed procedure specified after review by the Architect/Engineer, and may be rejected or approved at the sole discretion of the Owner. All equals must be substantially equivalent to the first manufacturer or first procedure listed in the Specifications with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, rating, and cost. The equal does not constitute a modification in the scope of Work, the Schedule, or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.33 FINAL INSPECTION: Review of the Work by the Architect or Engineer and Owner to determine whether Acceptance has been achieved.

1.34 FINAL PAYMENT: The last payment made by the Owner to the Contractor, made after notice of the Acceptance. Payment shall include the entire unpaid balance of the Contract Sum as adjusted by modifications.

1.35 GENERAL CONDITIONS: The General Conditions of the Contract for Construction, part of Division 00 of the Specifications.

1.36 GENERAL REQUIREMENTS: That part of the Contract Documents entitled General Requirements, which is Division 01 of the Specifications.

1.37 GUARANTEE: See Warranty.

1.38 LIQUIDATED DAMAGES: A sum established in a Contract, usually as a fixed sum per Day, as the predetermined measure of damages to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time.

1.39 LUMP SUM: An item or category priced as a whole rather than broken down into its elements.

1.40 MOBILE SOURCE: A source designed or constructed to move from one location to another during normal operation except portable equipment and includes, but is not limited to, automobiles, buses, trucks, tractors, earth moving equipment, hoists, cranes, aircraft, locomotives operating on rails, vessels for transportation on water, lawnmowers, and other small home appliances.

1.41 NON-WORKING DAYS: All Saturdays, Sundays, Legal State Holidays (12), and any other Days identified in the Contract Documents that the Contractor is not permitted to execute the Work. The restriction of Non-Working Days may be suspended upon the approval or direction of the Commissioner.

1.42 NOTICE TO BIDDER: A notice contained in the Bidding Document informing prospective Bidders of the opportunity to submit Bids on a Project.

1.43 NOTICE TO PROCEED: Written notice, issued by the Commissioner or the Commissioner's authorized representative, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Contract Time.

1.44 OWNER OR DEPARTMENT: The State of Connecticut, Department of Public Works acting through its Commissioner or specifically authorized Department personnel or agent.

1.45 OVERHEAD: Indirect costs including: supervision (any position over the foreman), field and home office expense, insurance, and small tools and consumables.

1.46 PAYMENT, BOND, LABOR BOND OR MATERIAL BOND: A bond in which the Contractor

and the Contractor's surety guarantee to the Owner that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Connecticut General Statutes Section 49-41.

1.47 PERFORMANCE BOND OR SURETY BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statutes Section 49-41.

1.48 PERFORMANCE SPECIFICATION: A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.

1.49 PLANS OR DRAWINGS: All Drawings or reproductions of Drawings pertaining to the construction of the Work contemplated and its appurtenances.

1.50 PROJECT: The total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.51 PROJECT MANUAL: The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, Conditions of the Contract, General Requirements, and the Specifications.

1.52 PROPRIETARY SPECIFICATION: A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the Owner.

1.53 RETAINAGE: A percentage of each Application for Payment and a percentage of the total Contract Sum retained by the Owner.

1.54 SCHEDULE: A Critical Path Method (CPM) or Construction Schedule as required by the Contract Documents which shall be a diagram, graph or other pictorial or written Schedule showing all events expected to occur and operations to be performed and indicating the Contract Time, start dates, durations and finish dates as well as Substantial Completion and Acceptance of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

1.55 SCHEDULE OF VALUES: A document furnished by the Contractor to the Architect or Engineer and Owner stating the portions of the Contract Sum allocated to the various

portions of the Work, which is to be used for reviewing the Contractor's Applications for Payment.

1.56 SECONDARY SUBCONTRACTOR: A sole proprietor, partnership, firm or Corporation under direct Contract with the Subcontractor to the General Contractor.

1.57 SENSITIVE RECEPTOR SITES: Areas where concentrations of diesel emissions may be harmful to sensitive populations, including, but not limited to, hospitals, school and university buildings being occupied during a student semester, residential structures, daycare facilities, elderly housing, and convalescent facilities.

1.58 SHOP DRAWINGS: Drawings provided to Architect or Engineer and Owner by a Contractor that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.

1.59 SPECIFICATIONS: The description, provisions and other requirements pertaining to the method and manner of performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.

1.60 SUBCONTRACTOR: A sole proprietor, partnership, corporation or other business organization under direct Contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.

1.61 SUBMITTALS: Documents including, but not limited to, samples, manufacturer's data, Shop Drawing, or other such items submitted to the Owner and Architect or Engineer by the Contractor for the purpose of approval or other action, as required by the Contract Documents.

1.62 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents.

1.63 SUBSTITUTION: Any deviation from the specified requirements, which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is not recognized or accepted as equal to the first manufacturer or procedure listed in the Specification after review by the Architect/Engineer, and may be rejected or approved by the Owner. The Substitution is not equal to the specified requirement in comparison to the first manufacturer or first procedure listed in the Specifications in one or more of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, cost, and rating. The Substitution constitutes a modification in the scope of

Work, the Schedule, or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.64 SUPERINTENDENT: The Contractor's representative at the site who is responsible for continuous field supervision, coordination, in, completion of the Work, and, unless another person is designated in writing by the Contractor to the Owner and the Construction Administrator, for the prevention of accidents.

1.65 SUPPLEMENTAL BID: The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

1.66 SUPPLEMENTARY CONDITIONS: An extension in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

1.67 SYSTEMS COMMISSIONING AUTHORITY (SCA): An independent entity under contract directly with the Owner or Owner's Representative responsible for performing the specified commissioning procedures.

1.68 THRESHOLD LIMIT BUILDING: Any proposed (new) structures or additions as defined by the Connecticut General Statutes Section 29-276b.

1.69 UNIT PRICE: The monetary value stated by the Owner or the Contractor, as a price per unit of measurement for materials or services as described in the Contract Documents and/or Bidding Documents.

1.70 WARRANTY: A written, legally enforceable assurance of specified quality or performance of a product or Work or of the duration of satisfactory performance.

1.71 WORK: The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 **CONDITIONS OF WORK**

2.1 The Contractor shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare the Contract Documents with each other and to information furnished by the Owner including but not limited to the Plans and Specifications, the form of the Contract, General Conditions, Supplementary Condi-

tions, General Requirements, Bonds and all other Contract Documents associated with the Work.

2.2 The Contractor shall report to the Construction Administrator all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such errors, inconsistencies or omission and failed to report it to the Construction Administrator. If the Contractor performs any actions or construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without notice to the Construction Administrator, the Contractor shall assume responsibility for such performance and related costs for the correction and shall not be allowed to submit any claim related to error, inconsistencies or omission.

2.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Administrator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the Plans shall be corrected by the Contractor without additional compensation.

2.4 In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor, nor any inordinate disruption with the normal routine of the Owner, institution or Agency operating at the site.

2.5 No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to Contract signing.

2.6 All Communications from the Contractor concerning proposed changes to the Contract Sum, Contract Time, or Work shall be in writing.

2.7 The Contractor shall perform the Work in accordance with the Contract Documents and approved Submittals pursuant to Article 5.

called for by any one shall be as binding as if called for by all. Where discrepancies of conflict occur in the Contract Documents the following order of precedence shall be utilized:

3.1.1 Amendments and addenda shall take precedence over previously issued Contract Documents.

3.1.2 The Supplementary Conditions take precedence over the General Conditions.

3.1.3 The General Conditions take precedence over the General Requirements.

3.1.4 The Specifications shall take precedence over the Plans.

3.1.5 Stated dimensions shall take precedence over scaled dimensions.

3.1.6 Large-scale detail Drawings shall take precedence over small-scale Drawings.

3.1.7 The Schedules contained in the Contract Documents shall take precedence over other data on the Plans.

3.2 Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Construction Administrator, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. The Contractor shall then promptly proceed under the direction of the Owner and the provisions of Article 13. The Contractor's failure to provide immediate notice shall mean the Contractor will not be entitled to any additional compensation, either monetary or Contract Time adjustment, with respect to any discrepancy.

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

3.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

ARTICLE 3
CORRELATION OF CONTRACT DOCUMENTS

ARTICLE 4
COMMENCEMENT AND PROGRESS OF WORK

3.1 The Contract Documents are complementary, and what is

4.1 The Work shall start upon the date given in the Notice to Proceed. The Contractor shall complete all the Work necessary for Final Payment, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for Acceptance, punchlist Work, training and submission of Record Documents, manuals, Guarantees and Warranties as stated in the Contract Document.

4.2 Time is of the essence with respect to the Contract Time. By executing the Contract, the Contractor confirms and agrees that the Contract Time is a reasonable period to perform the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor may, at his discretion, plan to complete the Work and achieve Substantial Completion in less time than the Contract Time.

4.3 The Contractor's early completion Schedule notwithstanding, the Owner reserves the right to order Modifications to the Work in accordance with Article 13 at any time during the Contract Time.

4.4 The Contractor shall not be entitled to costs for delay due to Owner ordered Modifications or any other circumstances for the period of time between the Contractor's elected early completion and the end of the Contract Time. Such costs include, but are not limited to, extended home office costs, field office costs, or supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.

4.5 If the Contractor is delayed at any time in the progress of Work by acts of God, such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the Owner's control, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated by the Contractor's Schedule and as the Owner may determine that such event has delayed the Work. In any event, the granting of an extension of time shall be solely within the discretion of the Owner.

4.6 Except as otherwise may be provided herein, extensions of time shall be the Contractor's sole remedy for such delay. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.

4.7 The Contractor acknowledges that the Contract amount includes and anticipates any and all delays, whether avoidable or unavoidable, from said orders, which may issue from any court, judge, court officer, or act of God, and that such delays shall not, under any circumstances, be construed as compensable delays.

4.8 Any extension of the Contract Time shall be by Change Order pursuant to Article 13.

4.9 The Contractor shall employ a competent project manager who shall represent the Contractor. Communications given to the project manager shall be binding as if given to the Contractor. The project manager will be employed full time on the Project and be located and assigned to the Project site during and for the duration of the Work.

4.10 The Contractor shall employ a competent Superintendent and necessary assistants who will be in attendance at the project site during the performance of the Work.

4.11 Upon execution of the Contract, materials may be purchased. No material escalation costs will be valid or compensable unless the Owner directs, in writing, a delay in the procurement.

ARTICLE 5
SUBMITTALS, PRODUCT DATA, SHOP
DRAWINGS AND SAMPLES

5.1 Contractor shall review, approve, and submit to the Construction Administrator all Submittals including but not limited to, product data, Shop Drawings, and samples, with such promptness as to cause no delay in the Work.

5.2 Correction or approval of such Submittals, Shop Drawings, product data and samples will be made with reasonable promptness by the Architect or Engineer. Approval will be general only and shall not relieve the Contractor from responsibility for errors in dimensions, for construction and field coordination of the Work or for any departure from the Contract Documents, unless such departure has received the Owner's written approval.

5.3 No Work governed by such Shop Drawings, Schedules or samples shall be fabricated, delivered or installed until approved by the Architect or Engineer.

5.4 No damages for delays or time extensions will be granted, even if approvals deviate from the approved Schedule.

ARTICLE 6
SEPARATE CONTRACTS

6.1 The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let

separate contracts relating to the Contract (Project) site or in connection with Work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other Projects, and shall fully cooperate with such parties in the matter required under Article 7 herein.

6.2 Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.

6.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other Contractors. If the Contractor experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same Project, then as between the Owner and the Contractor, the Contractor shall bear such loss.

6.4 Insofar as possible, the Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same Project. The Contractor shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.

6.5 In no event shall the Owner be responsible for any claim or damages that are the result of the Contractor's failure to coordinate the Work with any other Contractor or Subcontractor.

ARTICLE 7
COOPERATION OF TRADES

7.1 The Contractor shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.

7.2 Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their faulty Work installed.

ARTICLE 8
DAMAGES

8.1 The Liquidated Damages, provided in the Bidding Documents, will be assessed at two distinct times, as follows:

8.1.1 Liquidated Damages – Substantial Completion:

If the Contractor fails to achieve Substantial Completion of the Work by the Substantial Completion Date, and such delay is not otherwise excused under this Contract, then the Contractor agrees to pay to the Owner Liquidated Damages for the dollar amount specified in the Bid Proposal Form for this Project, for each Day beyond Substantial Completion that the Contractor fails to achieve Substantial Completion. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the neglect, failure, or refusal of the Contractor to substantially complete the Project by the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for Liquidated Damages in this Contract, or in pursuing any relief pursuant to such provision:

- .1** the parties do not intend to set a price for the privilege not to perform;
- .2** the availability of Liquidated Damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and
- 3** the remedies available to the Owner under this Agreement are cumulative and not exclusive.

8.1.2 Liquidated Damages – Acceptance:

If the Contractor fails to complete all of the Work required for Acceptance of the Work within ninety (90) Days of Substantial Completion then the Contractor agrees to pay to the Owner Liquidated Damages for the dollar amount specified in the Bid Proposal Form for each Day in excess of ninety (90) Days beyond the Substantial Completion Date that the Contractor fails to achieve Acceptance. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the failure of the Contractor to complete all of the Work required for Acceptance within ninety (90) Days of the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a

provision for Liquidated Damages in this Contract, or in pursuing any relief pursuant to such provision:

- .1 the parties do not intend to set a price for the privilege not to perform;
- .2 the availability of Liquidated Damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and
- .3 the remedies available to the Owner under this Agreement are cumulative and not exclusive.

8.2 The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.

8.3 No payment by the Owner, either partial or final, shall be construed to waive the Owner's right to seek Liquidated Damages.

8.4 In the event a court determines that the Contract herein is null and void for any reason, Contractor agrees that Contractor will not seek or pursue any lawsuit or claim for damages, including, but not limited to, claims for loss of Overhead or anticipated profits, against the Owner and the Owner shall not be liable for any damages which Contractor may incur as a result of such decision. In addition, if the court enjoins the Owner from entering into or proceeding with the Contract herein, the Owner shall not be liable for any damages arising out of or relating to the award of such Contract which Contractor may have incurred as a result of the injunction.

ARTICLE 9
MINIMUM WAGE RATES

9.1 In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday."

9.2 Each Contractor who is awarded a Contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Pub-

lic Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

No wage adjustment will be made to the Contract for any wage increase under this Article.

ARTICLE 10
POSTING MINIMUM WAGE RATES

10.1 The Contractor shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

10.2 The Contractor shall provide weekly certified payrolls to the Owner for all persons working on the site.

ARTICLE 11
CONSTRUCTION SCHEDULES

11.1 Unless otherwise specified in the Contract Documents, within twenty-one (21) Days from the Contract Start Date, the Contractor shall submit the following to the Owner for approval:

11.1.1 A comprehensive Schedule of Submittals required by the Specifications. Said Schedule shall include Submittal dates, required approval dates and date material must be on site.

11.1.2 The Contractor shall allow a minimum of 14 Days for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and Acceptance of the Work by the Owner.

11.1.3 When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner and/or Construction Administrator with as many activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.

11.1.4 When the Contract Documents specify a "Construction Schedule" a detailed Construction Schedule is required using software approved by the Owner as a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the Schedule an effective tool for planning and monitoring the progress of the Work.

11.2 Unless otherwise specified under the Contract Documents, the Contractor shall provide a monthly update of the CPM Schedule or Construction Schedule in the format required by the Owner as well as a disk of the updated Schedule and program. If, in the opinion of the Owner, the Work is falling behind Schedule, the Contractor shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.

11.3 Overtime, increased manpower, and additional shifts: If ordered by the Owner in writing, the Contractor shall work overtime, and/or add additional manpower and/or shifts:

11.3.1 If the Contractor is not behind Schedule, the Owner will pay the Contractor the actual additional premium portion of the wages for overtime or additional shift work not included in the Contract price, but the Contractor shall not be entitled to Overhead and Profit.

11.3.2 If the Contractor, through its sole or partial fault or neglect is behind Schedule, the Owner may order the Contractor, at the Contractor's expense, to increase its manpower or to work any overtime or additional shifts or take other action necessary to expedite the Work to meet the Project Schedule.

11.3.3 If the Schedule is shown to be more than 21 Days behind in any critical activity, overtime, increase manpower and/or additional shifts shall be implemented immediately regardless of who is at fault. A disagreement over the cause of the impact will not relieve the Contractor from the obligation of complying with this Article. Once liability for the impact is determined, compensation will be determined in accordance with 11.3.1 or 11.3.2.

11.3.4 The Owner reserves the right to suspend activity under Paragraph 11.3. Suspension shall be in writing and at the sole discretion of the Commissioner.

11.4 Requisitions for partial payment will not be processed until the Contractor has complied with this requirement.

ARTICLE 12 **PREFERENCE IN EMPLOYMENT**

12.1 Should this Contract be for the construction or repair of any building, then in the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three (3) months prior to the date hereof, have been residents of the labor market area, as established by the State of Connecticut Labor Commissioner, in which such Work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three (3)

months prior to the date hereof, and then to citizens of the state who have continuously resided in the State at least three months prior to the date hereof.

12.2 Should this Contract be for a Public Works Project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been residents of this State, and if no such person is available then to residents of other states.

12.3 The provisions of this Article shall not apply where the state or any subdivision thereof may suffer the loss of revenue granted or to be granted from any Agency or Department of the federal government as a result of this Article or regulations related thereto.

ARTICLE 13 **COMPENSATION FOR CHANGES IN THE WORK**

13.1 At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Owner, through the Construction Administrator, may order modifications in the Work consisting of additions, deletions or other revisions. Upon request, the Contractor shall supply the Construction Administrator promptly with a detailed proposal for the same, showing quantities of and Unit Prices for the Work and that of any Subcontractor involved.

13.2 Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 25. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.

13.3 If a Change Order makes the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.

13.4 The Contractor shall not be entitled to an extension of time if in the opinion of the Owner the Additional Work in conjunction with the Work can be performed without impact on the Contract Time.

13.5 The Contractor may request, and the Owner may grant additional Contract Time when, in the opinion of the Owner,

the Contractor has demonstrated that the Additional Work cannot be performed in conjunction with the Work without impact on the original Substantial Completion and/or Acceptance (if applicable) date.

13.6 The amount of compensation to be paid to the Contractor for any Additional or Deleted Work that results in a Change Order shall be determined in one of the following manners:

13.6.1 AMOUNT OF COMPENSATION FOR CHANGE ORDER COSTS: LABOR, EQUIPMENT, BENEFITS AND MATERIAL:

13.6.1.1 Unit Price: As stated in the Contract Documents.

13.6.1.2 Unit Price: As subsequently agreed upon by the Contractor and Owner

13.6.1.3 Lump Sum: Agreed upon sum by the Owner and the Contractor. The Owner may rely on costs, prices, and documentation provided by the Contractor or Subcontractor in agreeing to a Lump Sum. If the Owner believes that additional information is necessary to substantiate the accuracy of the cost, the Owner reserves the right to request and receive additional information from the Contractor. The Lump Sum must be based upon the following itemized costs:

13.6.1.3.1 Labor: (Contractor's or Subcontractor's own forces) No Change Order Proposal shall be negotiated if the request is solely for the increased labor rate over those originally carried by the Contractor in its original bid. Additional foreman hours shall not be included unless additional crews are added and/or a compensable time extension is granted. Project Executive time shall not be included as a direct cost as it is part of the overhead mark-up allowed. Project manager hours shall not be included unless a compensable time extension is granted.

13.6.1.3.2 Material: (Actual cost to the Contractor or Subcontractor) Cost shall not be based upon list pricing unless it reflects the actual prices being paid and no discounts or other offsets are being received by the Contractor or Subcontractor. No Change Order Proposal shall be negotiated if the request is solely for the escalation of material prices over those originally carried by the Contractor in its original bid.

13.6.1.3.3 Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

13.6.1.3.3.1 Workers Compensation.

13.6.1.3.3.2 Federal Social Security.

13.6.1.3.3.3 Connecticut Unemployment Compensation.

13.6.1.3.3.4 Fringe Benefits.

13.6.1.4 Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

13.6.1.5 Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service.

13.6.1.6 SMALL TOOLS:

Include items such as shovels, picks, rakes, ladders, and power tools which are expected to be utilized on a project. Trade related equipment, hand tools, and power tools normally supplied with the labor or are normally expected to be owned in the performance of the typical work for a trade are not compensable. These costs shall not be approved as part of the Direct Cost of a Change Order as they are included in the Contractor's overhead mark-up percentage.

13.6.2 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, and material)

13.6.2.1 Contractor's mark-up for Work performed by its own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

13.6.3 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.3.1 Contractor's mark-up for Work performed by its Subcontractor's forces and not allowable for any subsidiary in which the Contractor has a majority ownership:

Change Order Amount	Overhead and Profit
\$0 and greater	6%

13.6.4 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, benefits and material)

Subcontractor's mark-up for Work performed by its own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

13.6.5 OVERHEAD AND PROFIT PERCENTAGES:
 (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.5.1 Subcontractor's mark-up for Work performed by its Secondary Subcontractor's forces. Limited to one level (tier) below the Subcontractor and not allowable for any subsidiary in which the Subcontractor has a majority ownership.

Change Order Amount	Overhead and Profit
\$0 and greater	6%

13.7 BOND COSTS

13.7.1 Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.

13.7.2 The Contractor shall notify the bonding company at each \$500,000 increase to the contract value as the cumulative result of change orders. A copy of the Consent of Surety must be provided to the Owner prior to the execution of any change order which exceeds each cumulative \$500,000.

13.8 Trade discounts, rebates, and amounts received from the sales by the Contractor of surplus materials and equipment shall accrue to the Owner.

13.9 If the parties cannot agree upon a Lump Sum, then the Commissioner, through the Project Manager, may at the option of the Commissioner take the following action(s):

13.9.1 Issue a Construction Change Directive for the Additional or Deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor determined by time and material or Unit Prices based upon the same information required in Subparagraphs 13.6.1.3.3.1 through 13.6.1.5:

13.9.1.1 Labor (Contractor's or Subcontractor's own forces)

13.9.1.2 Material (Used by Contractor's or Subcontractor's own forces).

13.9.1.3 Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

13.9.1.3.1 Workers Compensation.

13.9.1.3.2 Federal Social Security.

13.9.1.3.3 Connecticut Unemployment Compensation.

13.9.1.3.4 Fringe Benefits.

13.9.1.4 Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

13.9.1.5 Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate that can be identified by a nationally recognized construction cost estimating guide or service.

13.9.2 Issue a Change Order adjusting the Contract Sum in the amount as determined by the Commissioner.

13.10 For any Change Order or Construction Change Directive the Contractor shall, when requested, promptly furnish in a form satisfactory to the Construction Administrator and the Owner a complete detailed accounting of all costs relating to the Additional Work, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate actual costs. Further, the Owner reserves the right to access and make copies of the Contractor's records at any time upon written request from the Commissioner.

13.11 Failure of the Contractor to negotiate in good faith issues of time and costs or failure to provide requested documentation within fourteen (14) Days, or a time period accepted by the Commissioner, shall constitute a waiver by the Contractor of any claim. In such cases the Owner may elect to issue a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, threatened injury to persons, or damage to Work on any adjoining property. In this case the Commissioner, through the Project Manager, shall issue a Change Order for such amount as the Commissioner finds to be reasonable cost of such Work.

ARTICLE 14
DELETED WORK

14.1 Without invalidating any of the terms of the Contract, the Commissioner may order deleted from the Contract any items or portions of the Work deemed necessary by the Commissioner.

14.2 The compensation to be deducted from the Contract Sum for such deletions shall be determined in the manner provided for under the provisions of Article 13 or in the event none of the provisions of Article 13 are applicable then by the value as estimated by the Owner.

ARTICLE 15
MATERIALS: STANDARDS

15.1 Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in

the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.

15.2 Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use, but may be considered by the Owner for approval as an Equal or Substitution. The Contractor is to adhere to the specific requirements of the Contract Documents. Substitutions are discouraged and are only approved by the Commissioner as an exception.

15.3 Submittals – Equals and Substitution Requests:

15.3.1 Substitution of Materials and Equipment before Bid Opening. The Owner will consider requests for Equals or Substitutions, if made prior to the receipt of the Bid. The information on all materials shall be consistent with the information herein.

15.3.1.1 Statement of Variances – a statement of variances must list all features of the proposed Substitution which differ from the Drawings, Specifications and/or product(s) specified and must further certify that the Substitution has no other variant features. A request will be denied if submitted without sufficient evidence.

15.3.1.2 Substitution Denial – any Substitution request not complying with the above requirements will be denied. Substitution request sent after the deadline established in the Notice to Bidder will be denied.

15.3.1.3 An addendum shall be issued to inform all prospective Bidders of any accepted Substitution in accordance with Owner's addenda procedures.

15.3.2 Substitution of Materials and Equipment After Bid Opening: Subject to the Architect or Engineer's determination, if the material or equipment is Equal to the one specified or pre-qualified and the DPW Project Manager's approval of such determination, Substitution of Material or Equipment may be allowed after the Letter of Award is issued only:

15.3.2.1 If the specified or pre-qualified item is delayed by unforeseeable contingencies beyond the control of the Contractor which would cause a delay in the Project completion;

15.3.2.2 If any specified or pre-qualified item is found to be unusable or unavailable due to a change by the manufacturer or other circumstances; or

15.3.2.3 If the Contractor desires to provide a more recently developed material, equipment, or manufac-

tured model from the same named manufacturer than the one specified or pre-qualified; or

15.3.2.4 If the specified material and/or equipment inadvertently lists only a single manufacturer.

15.4 Contractor shall submit each request for Equal or Substitution to the Architect or Engineer who shall review each request and make the following recommendations to the Owner:

15.4.1 Acceptance or non-acceptance of the adequacy of the submission and required back-up,

15.4.2 Determination of the category of the request for Substitution or Equal, and

15.4.3 Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the Owner.

15.5 Approval of the Owner for each Equal or Substitution shall be obtained before the Contractor proceeds with the Work. The decision of the Commissioner, in this regard, shall be final and binding on the Contractor.

15.6 No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied, and the Contractor shall not be entitled to any claim for damages for delay.

15.7 If the Contractor submits any request for an Equal or a Substitution, he shall bear the burden of proof that such requested Equal or Substitution meets the requirements of the Plans and Specifications.

15.8 The Contractor shall purchase no materials or supplies for the Work which are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used by him in the Work.

15.9 All products and systems supplied to the State as a result of a purchase by a Contractor shall be certified that, to the best of the supplier's knowledge, there are no materials that are classified as hazardous materials being used within the assembly. Hazardous materials include, but are not limited to, products such as asbestos, lead, and other materials that have proven to cause a health risk by their presence.

16.1 The purpose of the inspections will be to assure that the Work is performed in accordance with the Contract Documents. These inspections shall include, but not be limited to, all inspections and testing as required by the Owner, and any authorities have jurisdiction.

16.2 All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and test by the Commissioner at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. The Contract Documents additionally identify the parties responsible for performing and paying for the required testing and inspections. All required tests performed in a laboratory will be obtained and paid for by the Owner, except when the tests show the Work to be defective. The Contractor shall pay for all the costs associated with re-tests and re-inspections for all tests and inspections which fail. The Owner will issue a deduct Change Order to recover said retesting costs from the Contractor. All other tests, unless otherwise specified, shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties, including the Owner.

16.3 Without additional cost to the Owner, the Contractor shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The Contractor shall furnish promptly all reasonable facilities, labor, and materials necessary to make all such testing safe and convenient.

16.4 If, at any time before final payment and Acceptance of the Work, the Commissioner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor, and materials. If such Work is found to be defective in any material respect, as determined by the Owner, because of a fault of the Contractor or any of the Contractor's Subcontractors, or if any Work shall have been covered without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective Work, including labor, material, and testing, including labor, material, re-testing or re-inspecting, services of required consultants, additional supervision, the Commissioner's and the Construction Administrator's administrative costs, and other costs for services of other consultants.

16.5 Cost of Systems Commissioning Retesting: The cost to retest a pre-functional or functional test, if the Contractor is responsible for the deficiency, shall be the Contractor's. If

the Contractor is not responsible, any cost recovery for retesting costs shall be negotiated with the Contractor.

16.5.1 For a deficiency identified, not related to any pre-functional checklist or start-up fault, the following shall apply: The Systems Commissioning Authority (SCA) and Construction Administrator will direct the retesting of the equipment once at no "charge" to the Contractor for their time. However, the Systems Commissioning Authority's and Construction Administrator's time for additional testing will be charged to the Contractor.

16.5.2 The time for the Systems Commissioning Authority and Construction Administrator to direct any retesting required because a specific pre-functional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back charged to the Contractor.

16.5.3 Any required retesting by any Subcontractor shall not be considered a justified reason for a claim of delay or for a time extension by the Contractor.

ARTICLE 17 **ROYALTIES AND PATENTS**

17.1 If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The Contractor shall furnish a copy of this legal agreement to the Owner.

17.2 The Contractor shall indemnify and hold harmless the Owner and Construction Administrator for any costs, expenses and damage which it may be obliged to pay by reason of any infringement of a patent or a copyright, at any time during the prosecution or after the Final payment of the Work.

ARTICLE 18 **SURVEYS, PERMITS AND REGULATIONS**

18.1 Unless otherwise provided for, the Contractor shall furnish surveys necessary for the execution of the Work. The Owner will furnish the Contractor with two base lines and a benchmark.

18.2 The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work and the occupancy and use of the completed Work.

18.3 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

18.4 If underground utilities may be involved in part of the Work the Contractor is required to request "Call-Before-You-Dig" to verify the location of underground utilities at least (3) Working Days, as further defined under Paragraph 1.71 herein, prior to the start of any excavation. The Contractor shall also notify the Owner and Agency at least (3) Working Days prior to the start of any excavation. If "Call-Before-You-Dig" fails or refuses to respond to the Contractor's request, then the Contractor shall obtain the services of a qualified underground utility locating firm, at no additional cost to the Owner, to verify locations of underground utilities prior to the start of any excavation. The Contractor shall be held responsible for providing safety, protecting the Work and protecting workmen as necessary to perform the Work. The Contractor shall be responsible for maintaining and protecting all original utility mark-out at no additional cost to the Owner.

ARTICLE 19
**PROTECTION OF THE WORK,
PERSONS AND PROPERTY**

19.1 The Contractor shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the Contractor or Subcontractors, whether or not incorporated in the Work, and shall make good any damage unless it be due directly to errors in the Contract Documents or is caused by agents or employees of the Owner.

19.2 To the extent required by law, by public authority, or made necessary in order to safeguard the health and welfare of the personnel or occupants of any of the state institutions, the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited, to passageways, guard fences, lights, and barricades necessary for such protection.

19.3 The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal and state safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. The Contractor shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident Prevention in Construction", the standards of the Connecticut Labor Department and Occupational Safety and Hazard Association (OSHA).

19.4 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of employees of the State and the public, and shall post danger signs warning against any dangerous condition or hazard created

by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards or slipping, stairways and falling materials.

19.5 The Contractor shall designate a qualified and responsible on-site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the Owner by the Contractor at the commencement of the Contract.

19.6 The Contractor shall at all times protect excavations, trenches, buildings, and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.

19.7 The Contractor shall construct and maintain all necessary temporary drainage and provide all pumping necessary to keep excavation, basements, footings and foundations free of water.

19.8 The Contractor shall remove all snow and ice as may be required for access to the site and proper protection and prosecution of the Work.

19.9 The Contractor shall install bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities as required for safety and proper execution of the Work, and shall remove this portion of the Work when no longer necessary.

19.10 During cold weather the Contractor shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease Work upon the written approval of the Commissioner.

ARTICLE 20
TEMPORARY UTILITIES

20.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall include in the proposed contract bid price as stated on the Bid Proposal Form, the costs of all temporary utilities required for Project completion and protection of the Work. Said temporary utilities include, but are not limited to, lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

ARTICLE 21
CORRECTION OF WORK

21.1 The Contractor shall promptly and without expense to the Owner remove from the premises all materials rejected by or unacceptable to the Commissioner as failing to conform to the Contract Documents, whether incorporated in the Work or not.

21.2 The Contractor shall promptly and without expense to the Owner replace any such materials, which do not conform to the Contract Documents, and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.

21.3 If the Contractor, after receipt of notice from the Owner, shall fail to remove such rejected or unacceptable materials within a reasonable time as fixed in said notice, the Owner may remove and store such materials at the expense of the Contractor.

21.4 Such action shall not affect the obligation of the Contractor to replace and complete assembly and installation of the Work and to bear the expenses referred to above. Prior to the correction of rejected or unacceptable Work or if the Commissioner deems it inexpedient or undesirable to correct any portion of the Work which was rejected, deemed unacceptable, or not done in accordance with the Contract Documents, the Contract Sum shall be reduced by such amount as, in the judgment of the Commissioner, shall be equitable.

21.5 No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within ninety (90) Days of established Substantial Completion date.

21.6 Final Payment shall not relieve the Contractor of responsibility for the defects in material or workmanship.

21.7 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any rejected or unacceptable Work, and any Work found to be not conforming to the Contract Documents which is discovered within 18 Months after the date of Substantial Completion. The Contractor shall pay for any damage to other Work caused by such nonconforming Work or any damage created in correcting the nonconforming Work.

ARTICLE 22
GUARANTEES and WARRANTIES

22.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall provide a Warranty on the Work for an 18-Month period from the date of Substantial Completion. The Contractor shall warrant that the equipment,

materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents.

22.2 Disclaimers and limitations from manufactures, Subcontractors, suppliers or installers to the Contractor shall not relieve the Contractor of the Warranty on the Work. The Contract Documents detail the related damages, reinstatement of Warranty, replacement cost and Owner's recourse.

ARTICLE 23
CUTTING, FITTING, PATCHING, AND DIGGING

23.1 The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting, or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.

23.2 The responsibility for defective or ill-timed Work shall be with the Contractor, but such responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the Commissioner, neither the Contractor nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

ARTICLE 24
CLEANING UP

24.1 The Contractor shall, on a daily basis, keep the premises free from accumulations of waste material or rubbish.

24.2 Prior to Acceptance of the Work, the Contractor shall remove from and about the site of the Work, all rubbish, all temporary structures, tools, scaffolding, and surplus materials, supplies, and equipment which may have been used in the performance of the Work. If the Commissioner in his sole discretion determines that the Contractor has failed to clean

the work site, the Owner may remove the rubbish and charge the cost of such removal to the Contractor. A deduct Change Order will be issued by the Owner to recover such cost.

ARTICLE 25
ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER

25.1 The Commissioner hereby declares that the DPW Project Manager is the Commissioner's only authorized repre-

sentative to act in matters involving the Owner's, and/or Architect's or Engineer's, ability to revoke, alter, enlarge or relax any requirement of the Contract Documents; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of Articles 13 and 14 herein shall guide the DPW Project Manager.

25.2 In no event may the Contractor act on any instruction of the Agency without written consent of the Owner. In the event the Contractor acts without such consent, he does so at his own risk and at his own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Commissioner.

25.3 In the performance of the Work, The Contractor shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods and in such manner and sequence as the Commissioner may require.

25.4 The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the Work, shall interpret the plans, Specifications, Contract Documents and extra work orders and shall decide all other questions in connection with the Work.

25.5 The Contractor shall employ no plant, equipment, materials, methods, or persons to which the Commissioner objects and shall remove no plant materials, equipment, or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner shall confirm in writing any oral order, direction, requirement or determination.

25.6 In accordance with Section 4b-24 of the Connecticut General Statutes, the public auditors of the State of Connecticut and the auditors or accountants of the Commissioner of Public Works shall have the right to audit and make copies of the books of any Contractor employed by the Commissioner.

ARTICLE 26
AUTHORITY OF THE CONSTRUCTION
ADMINISTRATOR

26.1 The Construction Administrator employed by the Commissioner is authorized to inspect all Work for conformance to the Contract Documents. The Construction Administrator is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the material to be used.

26.2 The Construction Administrator is not empowered to revoke, alter, enlarge, or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Construction Administrator shall in no case act as foreman or perform other duties for the Contractor, nor shall the Construction Administrator interfere with the management of the Work by the Contractor. Any advice, which the Construction Administrator may give the Contractor, shall in no way be construed as binding the Commissioner or Owner in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

26.3 In any dispute arising between the Contractor and the Construction Administrator with reference to inspection and rejection of the Work, the Construction Administrator may suspend Work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

ARTICLE 27
SCHEDULE OF VALUES,
APPLICATION FOR PAYMENT

27.1 Immediately after the signing of the Contract, the Contractor shall furnish for the use of the Commissioner, as a basis for estimating partial payments, a certified Schedule of Values, totaling the Contract Sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon request of the Commissioner; the Contractor shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

27.2 Approval of the Schedule of Values by the Commissioner is required prior to any payment by the Owner.

27.3 The Schedule of Values shall include a breakdown of the Contractor's general condition costs.

27.3.1 Non-recurring costs, (i.e. Mobilization costs, utility hook-ups, temporary heat) will be paid at the time of occurrence.

27.3.2 Reoccurring costs will be paid in proportion to the percent of completion of the Project.

27.3.3 Further detail can be found in the General Requirements 01.29.76; paragraphs 1.3.B.4 for this project.

27.4 The Schedule of Values shall include a breakdown of Contract closeout costs including systems certification testing and acceptance, training, Warranties, Guarantees, As-Built Drawings and attic stock.

27.5 The Contractor shall make periodic applications for payment, which shall be subdivided into categories corresponding with the approved Schedule of Values and shall be in such numbers of copies as may be designated by the Commissioner.

ARTICLE 28
PARTIAL PAYMENTS

28.1 Commissioner will examine the Contractor's Applications For Payments to determine, in the opinion of the Commissioner, the amounts that properly represent the value of the Work completed and the materials suitably stored on the site.

28.2 In making such Application For Payment for the Work, there shall be deducted seven and one-half percent (7.5%) of the amount of each Application for Payment to be retained by the Owner as Retainage until Final Completion.

28.2.1 The Commissioner has the sole discretion in the determination of reduction in Retainage. At fifty percent (50%) completion of the Work the Owner shall issue a "Contractor's Performance Evaluation". If the Contractor receives a performance evaluation score of "Good" or better, then the Retainage withheld may be reduced to five percent (5%). All subsequent Applications for Payment shall be subject to five percent (5%) Retainage. Upon Substantial Completion, the Retainage may be reduced at the request of the Contractor and recommendation of the DPW Project Manager. In the event of a reduction in Retainage to below five percent (5%), the minimum Retainage withheld shall not be less than the DPW Project Manager's estimate of the remaining Work or two and one-half percent (2.5%), which ever is greater. All requests for Retainage Reduction shall be done on DPW Form 748F_Retainage Reduction Request, which can be found at the end of the General Conditions.

28.2.2 Subsequent to Substantial Completion, in limited circumstances, at the sole discretion of the Commissioner, a reduction of Retainage below Two and one-half percent (2.5%) may be considered.

28.2.3 A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of sixty percent (60%).

28.3 The decision of the Commissioner to reduce the Retainage rate will be based upon the Contractor's Performance Evaluation score for completed portions of the Work as set out above and other factors that the Commissioner may find appropriate as follows:

28.3.1 The Contractor's timely submission of an appropriate and complete CPM Schedule or Construction Schedule and Schedule of Values, in compliance with

the Contract requirements and the prompt resolution of the Owner's and/or Architect's or Engineer's comments on the submitted material resulting in an appropriate basis for progress of the Work.

28.3.2 The Contractor's timely and proper submission of all Contract Document required submissions: including, but not limited to, Shop Drawings, material certificates and material samples and the prompt resolution of the Owners and/or Architect's or Engineer's comments on the submitted material, resulting in an appropriate progress of the Work.

28.3.3 The Contractor's provision of proper and adequate supervision and home office support of the Project.

28.3.4 The Work completed to date has been installed or finished in a manner acceptable to the Owner.

28.3.5 The progress of the Work is consistent with the approved CPM Schedule or Construction Schedule.

28.3.6 All approved credit change orders have been invoiced.

28.3.7 All Change Order requests for pricing are current.

28.3.8 The Contractor has and is maintaining a clean worksite in accordance with the Contract Documents.

28.3.9 All Subcontractor payments are current at the time of reduction request.

28.3.10 Contractor is compliant with set-aside provisions of the contract.

28.4 No payments will be made for improperly stored or protected materials or unacceptable Work.

28.5 At his or her sole discretion, the Commissioner may allow to be included in the monthly requisitions payment requests for materials and equipment stored off the site.

28.5.1 In the event the Commissioner allows the Contractor to include in its requisitions payment requests for materials and equipment stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored materials and equipment, and follow such other procedures as may be required by the State to obtain the Commissioner's approval of such requests.

28.5.2 The Architect or Engineer, or Construction Administrator shall have inspected said materials and equipment and recommended payment therefore. The Contractor shall pay for the cost of the Architect's or Engineer's, or Construction Administrator's time and expense in performing these inspection services.

ARTICLE 29
DELIVERY OF STATEMENT SHOWING
AMOUNTS DUE FOR WAGES, MATERIALS, AND
SUPPLIES

29.1 For each Application for Payment under this Contract, the Owner reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly wages to all laborers employed by it for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

29.2 The term "laborers" as used herein shall include workmen, workwomen, and mechanics.

29.3 Failure to comply with this requirement may result in the Owner withholding the Application for Payment pursuant to Article 28.

ARTICLE 30

SUBSTANTIAL COMPLETION AND ACCEPTANCE

30.1 Substantial Completion:

30.1.1 When the Contractor considers that the Work or a portion thereof is Substantially Complete, the Contractor shall request an inspection of said Work in writing to the Construction Administrator. The request shall certify that the Contractor has completed its own inspection prior to the request and that the Contractor is compliant with all requirements of Section 01 77 00 of the General Requirements. The request must also include a statement that a principal or senior executive of the Contractor is ready, willing and able to attend a walk through inspection with the Architect or Engineer.

30.1.2 Upon receipt of the request, the Architect or Engineer, Construction Administrator and Owner, will make an inspection to determine if the Work or designated portion thereof is Substantially Complete. A principal or senior executive of the Contractor shall accompany the Architect or Engineer during each inspection/re-inspection. If the inspection discloses any item, whether or not included on the inspection list, which is not in accordance with the re-

quirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item.

30.1.3 The Contractor shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner. Any costs for re-inspection beyond one, shall be at the expense of the Contractor and such costs will be recovered by issuance of a credit Change Order. When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion shall establish the date when the responsibilities of the Contractor for security, maintenance,

heat, utilities, damage to the Work, and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate. If the punch list is not complete in 90 Days, the Owner reserves the right to complete the outstanding punch list items with their own forces or by awarding separate contracts and to deduct the cost thereof from the amounts remaining due to the Contractor.

30.1.4 The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, and Architect or Engineer. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Administrator and Architect or Engineer, the Owner shall make payment reflecting adjustment in Retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

30.2 Acceptance:

30.2.1 Upon completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for inspection and Acceptance.-

30.2.2 When the Work has been completed in accordance with terms and conditions of the Contract Document as determined by the Owner a Certificate of Acceptance shall be issued by the Owner.

ARTICLE 31 **FINAL PAYMENT**

31.1 The Owner reserves the right to retain for a period of thirty (30) Days after filing of the Certificate of Acceptance the amount therein stated less all prior payments and advances whatsoever to or for the account of the Contractor.

31.2 All prior estimates and payments, including those relating to extra or additional Work, shall be subject to correction by the Final Payment.

31.3 No Application for Payment, Final or Partial, shall act as a release to the Contractor or the Contractor's sureties from any obligations under this Contract.

31.4 The Architect or Engineer and Construction Administrator will promptly issue the Certificate for Payment, stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Payment is due and payable.

31.5 Final Payment shall not be released until a Certificate of Acceptance and a Certificate of Compliance have been issued.

31.6 Neither Final Payment nor any Retainage shall become due until the Contractor submits to the Owner the following:

31.6.1 An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

31.6.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire without at least 30 Days prior written notice to the Owner.

31.6.3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

31.6.4 Written consent of surety, if any, to Final Payment.

31.6.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

ARTICLE 32

OWNER'S RIGHT TO WITHHOLD PAYMENTS

32.1 The Commissioner may withhold a portion of any Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:

32.1.1 To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.

32.1.2 To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the Contractor.

32.1 To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of its Subcontractors.

32.2 The Owner shall have the right to apply any amount

withheld under this Article as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.

32.3 The Owner has the right to withhold payment if the Contractor fails to provide accurate submissions of Submittals, up date the status including but not limited to the following: As-Built Drawings, request for information (RFI) log, Schedule, submittal log, Change Order log, certified payrolls and daily reports and all other requirement of the Contract Documents.

32.4 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

ARTICLE 33

OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

33.1 The Commissioner shall have the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers being in the best interests of the State, or in the interests of public necessity, convenience or safety. During such periods the Contractor shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Contractor shall take precautions to protect the Work from damage.

33.1.1 If the Commissioner, in writing, orders the performance of all or any portion of the Work to be suspended or delayed for an unreasonable period of time (i.e. not originally anticipated, customary, or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner in writing a request for a Contract adjustment within 7 Days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.

33.1.2 The Commissioner shall evaluate any such requests received. If the Commissioner agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors, and was not caused by weather, then the Commissioner will make a reasonable adjustment, excluding profit, of the Contract terms. The Commissioner will notify the Contractor of the determination as to what adjustments of

the Contract, if any, that the Commissioner deems warranted.

33.1.3 No Contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.

33.1.4 No Contract adjustment will be made under this Article to the extent that performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or that such an adjustment is provided for or excluded under other term or condition of this Contract.

33.2 Notwithstanding any provision or language in the Contract to the contrary, the State may terminate the Contract whenever the Commissioner determines at his sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective.

33.2.1 In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost Overhead or profits shall be allowed.

33.2.2 All Work and materials obtained by the Contractor for the Work, that have been incorporated into the Work, inspected, tested as required, accepted by the Commissioner, and paid for by the State, shall become the property of the State.

33.2.3 Materials obtained by the Contractor for the Work that have been inspected, tested as required, and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.

33.2.4 Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

ARTICLE 34 **SUBLETTING OR ASSIGNING OF CONTRACT**

34.1 The Contract or any portion thereof, or the Work provided for therein, or the right, title, or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm, or corporation without the written consent of the Commissioner.

34.2 No person, firm, or corporation other than the Contractor to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

ARTICLE 35 **CONTRACTOR'S INSURANCE**

35.1 The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00 62 16 CERTIFICATE OF INSURANCE and 00 40 13 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of the Project Manual and until the insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Owner or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Bidding and Contracts Unit, Department of Public Works, 165 Capitol Avenue, Room G-35, Hartford, CT 06106 unless otherwise directed in writing. Presented below is a narrative summary of the insurance required.

35.1.1 Commercial General Liability Insurance including contractual liability, products/completed operations, broad form property damage and independent Contractors. The limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage for hazards of explosion, collapse and underground (X-C-U) and for asbestos abatement when applicable to this Contract, must also be included when applicable to the Work to be performed. The State of Connecticut, the Department of Public Works, and their respective officers, agents, and employees shall be named as an Additional Insured. This coverage shall be provided on a primary basis.

35.1.2 Owner's and Contractor's Protective Liability insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.

35.1.3 Automobile Liability The operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract shall be covered by Automobile Liability insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence

and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Contractor not own any automobiles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability coverage.

35.1.4 Excess Liability (Other than Umbrella Form) insurance in the amount of \$5,000,000 for bids of \$1,000,000 - \$10,000,000 and in the amount of \$10,000,000 for bids of \$10,000,001 - \$20,000,000. Refer to Section 00 92 00 Amendments of the Project Manual for Excess Liability insurance requirements for bids exceeding \$20,000,000.

35.1.5 Workers' Compensation and Employer's Liability as required by Connecticut Law and **Employers' Liability** with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit and \$100,000 disease each employee. When Work is on or contiguous to navigable bodies of waterways and ways adjoining, the Contractor shall include the Federal Act endorsement for the U.S. Longshoremen's and Harbor Workers Act.

35.1.6 Special Hazards Insurance, if required, will be stated in SECTION 00 40 13 BID PROPOSAL FORM, subsection 4.4.2 of this Project Manual. This includes coverage for explosion, collapse or underground damage and for asbestos abatement when applicable to this Contract and shall be no less than \$1,000,000 each occurrence.

35.1.7 Builder's Risk Insurance, if required, will be stated in Section 00 40 13 Bid Proposal Form, subsection 4.4.3 of this Project Manual.

35.1.8 Inland Marine/Transit Insurance: With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy.

35.1.9 When required to be maintained, the Builder's Risk and/or Inland Marine/Transit Insurance policy shall endorse the State of Connecticut as a Loss Payee and the policy shall state it is for the benefit of and payable to the State of Connecticut.

35.2 Satisfying Limits Under an Umbrella Policy: If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Automobile Liability, and Employer's Liability coverage under an

Umbrella or Excess Liability policy. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability policy shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The State of Connecticut shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability policy, unless the Umbrella or Excess Liability policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis.

35.3 The Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of the Contract or the performance of Work hereunder, insurance coverage as described herein. Certificates shall include a minimum thirty (30)-day endeavor to notify requirement to the Owner prior to any cancellation or non-renewal.

35.4 The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

35.5 The requirement contained herein as to types and limits of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

35.6 Hold Harmless Provisions: The Contractor shall at all times indemnify and save harmless the State of Connecticut, the Department of Public Works, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department, or of the Contractor, his Subcontractor, or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect or the Contractor including, but not limited to, any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any Subcontractor, materialman, or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual Commencement Of The Work whichever occurs first until its completion as certified by the Department of Public Works.

ARTICLE 36
FOREIGN MATERIALS

36.1 Preference shall be given to articles or materials manufactured or produced in the United States, Canada, and Mexico, (the members of the North American Free Trade Agreement (NAFTA)); and the products shall meet all of the referenced standards and Specifications for conditions of performance, quality, and price with duty being equal.

36.2 Only articles or materials manufactured or produced in the United States, Canada, and Mexico, (the members of the North American Free Trade Agreement (NAFTA)), will be allowed. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

ARTICLE 37
HOURS OF WORK

37.1 No person shall be employed to work or be permitted to work more than eight (8) hours in any Day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.

37.2 The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

ARTICLE 38
CLAIMS

38.1 General: When filing a formal claim under Section 4-61 (referred to as "Section 4-61" below) of the Connecticut General Statutes (as revised), either as a lawsuit in the Superior Court or as a demand for arbitration, the Contractor must follow the procedures and comply with the requirements set forth in this Article. This Section does not, unless so specified, govern informal claims for additional compensation which the Contractor may bring before the Department. The Contractor should understand, however, that the Department may need, before the Department can resolve such a claim, the same kinds of documentation and other substantiation that it requires under this Article. It is the intent of the Department to compensate the Contractor for actual increased costs caused by or arising from acts or omissions on the part of the Department that violate legal or contractual duties owed to the Contractor by the Department.

38.2 Notice of Claim: Whenever the Contractor intends to file a formal claim against the Department under Section 4-61, seeking compensation for additional costs, the Contractor shall notify the Commissioner in writing (in strict compliance with Section 4-61) of the details of said claim. Such written notice shall contain all pertinent information described in Paragraph 38.5 below.

Once formal notice of a claim under Section 4-61(b) (as revised) has been given to the Commissioner, the claimant may not change the claim in any way, in either concept or monetary amount, (1) without filing a new notice of claim and demand for arbitration to reflect any such change, and (2) without the minimum period of six months after filing of the new demand commencing again and running before any hearing on the merits of the claim may be held. The only exception to this limitation will be for damages that continue to accrue after submission of the notice, in ways described and anticipated in the notice.

38.3 Record Keeping: The Contractor shall keep daily records of all costs incurred in connection with its Work on behalf of the Department. The daily records shall identify each aspect of the Project affected by matters related to any claim for additional compensation that the Contractor has filed, intends to file, or has reason to believe that it may file against the Department; the specific Project locations where Project work has been so affected; the number of people working on the affected aspects of the Project at the pertinent time(s); and the types and number of pieces of equipment on the Project site at the pertinent time(s). Any potential or anticipated effect on the Project's progress or Schedule which may result in a claim by the Contractor shall be noted contemporaneously with the cause of the effect, or as soon thereafter as possible.

38.4 Claim Compensation: The payment of any claim, or any portion thereof, that is deemed valid by the Department shall be made in accordance with the following provisions of this Article:

38.4.1 Compensable Items: The liability of the Department for claims will be limited to the following specifically identified items of cost, insofar as they have not otherwise been paid for by the Department, and insofar as they were caused solely by the actions or omissions of the Department or its agents (except that with regard to payment for extra work, the Department will pay to the Contractor the Overhead and profit percentages provided for in Article 13.):

38.4.1.1 Additional Project-site labor expenses.

38.4.1.2 Additional costs for materials.

38.4.1.3 Additional, unabsorbed Project-site Overhead (e.g., for mobilization and demobilization).

38.4.1.4 Additional costs for active equipment.

38.4.1.5 For each Day of Project delay or suspension caused solely by actions or omissions of the Department either:

38.4.1.5.1 an additional ten percent (10%) of the total amount of the costs identified in Subparagraphs 38.4.1.1 through 38.4.1.4 above; except that if the delay or suspension period prevented the Contractor from incurring enough Project costs under Subparagraphs 38.4.1.1 through 38.4.1.4 during that period to require a payment by the Department that would be greater than the payment described in Subparagraph 38.4.1.5.2 below, then the payment for affected home office Overhead and profit shall instead be made in the following *per diem* amount :

38.4.1.5.2 six percent (6%) of the original total Contract amount divided by the original number of Days of Contract Time. Payment under either 38.4.1.5.1 or 38.4.1.5.2 hereof shall be deemed to be complete and mutually satisfactory compensation for any unabsorbed home office overhead and any profit related to the period of delay or suspension.

38.4.1.6 Additional equipment costs. Only actual equipment costs shall be used in the calculation of any compensation to be made in response to claims for additional Project compensation. Actual equipment costs shall be based upon records kept in the normal course of business and in accordance with generally- accepted accounting principles. Under no circumstances shall Blue Book or other guide or rental rates be used for this purpose (unless the Contractor had to rent the equipment from an unrelated party, in which case the actual rental charges paid by the Contractor, so long as they are reasonable, shall be used). Idle equipment, for instance, shall be paid for based only on its actual cost to the Contractor.

38.4.1.7 Subcontractor costs limited to, and determined in accordance with, Subparagraphs 38.4.1.1 through 38.4.1.5 above and applicable statutory and case law. Such Subcontractor costs may be paid for by the Department only: (a) in the context of an informal claims settlement; or (b) if the Contractor has itself paid or legally assumed, present unconditional liability for those Subcontractor costs.

38.4.2 Excusable But Not Compensable Items: The Contractor may be allowed Days but the Department will have no liability for the following non-compensable items:

38.4.2.1 Abnormal or unusually severe weather

38.4.2.2 Acts of God

38.4.2.3 Force Majeure

38.4.2.4 Concurrent Delay

38.4.3 Non-Compensable Items: The Department will have no liability for the following specifically-identified non-compensable items:

38.4.3.1 Profit, in excess of that provided for herein.

38.4.3.2 Loss of anticipated profit.

38.4.3.3 Loss of bidding opportunities.

38.4.3.4 Reduction of bidding capacity.

38.4.3.5 Home office overhead in excess of that provided for in Subparagraph 38.4.1.5 hereof.

38.4.3.6 Attorneys fees, claims preparation expenses, or other costs of claims proceedings or resolution.

38.4.3.7 Subcontractor failure to perform

38.4.3.8 Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these specifications or elsewhere in the Contract.

38.5 Required Claim Documentation: All claims shall be submitted in writing to the Commissioner, and shall be sufficient in detail to enable the Department to ascertain the basis and the amount of each claim, and to investigate and evaluate each claim in detail. As a minimum, the Contractor must provide the following information for each and every claim and sub-claim asserted:

38.5.1A detailed factual statement of the claim, with all dates, locations and items of Work pertinent to the claim.

38.5.2 A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim must be specifically identified or explained.

38.5.3 Excerpts from manuals or other texts which are standard in the industry, if available, that support the Contractor's claim.

38.5.4 The details of the circumstances that gave rise to the claim.

38.5.5 The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the Contractor.

38.5.6 Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.

38.5.7 If an extension of time is sought, the specific dates and number of Days for which it is sought, and the basis or bases for the extension sought. A critical path method, bar chart, or other type of graphical schedule that supports the extension must be submitted.

38.5.8 When submitting any claim over \$50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

38.5.8.1 That supporting data is accurate and complete to the Contractor's best knowledge and belief;

38.5.8.2 That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Department's liability;

38.5.8.3 The certification shall be executed by:

38.5.8.3.1 If the Contractor is an individual, the certification shall be executed by that individual.

38.5.8.3.2 If the Contractor is not an individual, the certification shall be executed by a senior company official in charge at the Contractor's plant or location involved or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

38.6 Auditing of Claims: All claims filed against the Department shall be subject to audit by the Department or its agents at any time following the filing of such claim. The Contractor and its Subcontractors and suppliers shall cooperate fully with the Department's auditors. Failure of the Contractor, its Subcontractors, or its suppliers to maintain and retain sufficient records to allow the Department or its agents to fully evaluate the claim shall constitute a waiver of any portion of such claim that cannot be verified by specific, adequate, contemporaneous records, and shall bar recovery on any claim or any portion of a claim for which such verification is not produced. Without limiting the foregoing requirements, and as a minimum, the Contractor shall make available to the Department and its agents the following documents in connection with any claim that the Contractor submits:

38.6.1 Daily time sheets and foreman's daily reports.

38.6.2 Union agreements, if any.

38.6.3 Insurance, welfare, and benefits records.

38.6.4 Payroll register.

38.6.5 Earnings records.

38.6.6 Payroll tax returns.

38.6.7 Records of property tax payments.

38.6.8 Material invoices, purchase orders, and all material and supply acquisition contracts.

38.6.9 Materials cost distribution worksheets.

38.6.10 Equipment records (list of company equipment, rates, etc.).

38.6.11 Vendor rental agreements.

38.6.12 Subcontractor invoices to the Contractor, and the Contractor's certificates of payments to Subcontractors.

38.6.13 Subcontractor payment certificates.

38.6.14 Canceled checks (payroll and vendors).

38.6.15 Job cost reports.

38.6.16 Job payroll ledger.

38.6.17 General ledger, general journal (if used), and all subsidiary ledgers and journals, together with all supporting documentation pertinent to entries made in these ledgers and journals.

38.6.18 Cash disbursements journals.

38.6.19 Financial statements for all years reflecting the operations on the Project.

38.6.20 Income tax returns for all years reflecting the operations on the Project.

38.6.21 Depreciation records on all company equipment, whether such records are maintained by the company involved, its accountant, or others.

38.6.22 If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.

38.6.23 All documents which reflect the Contractor's actual profit and overhead during the years that the Project was being performed, and for each of the five years prior to the commencement of the Project.

38.6.24 All documents related to the preparation of the Contractor's bid, including the final calculations on which the total proposed Contract bid price as stated in the Bid Proposal Form was based.

38.6.25 All documents which relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.

38.6.26 Worksheets used to prepare the claim, which indicate the cost components of each item of the claim, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and Subcontractors' damages, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.

38.6.27 The name, function, and pertinent activity of each Contractor's or Subcontractor's official, or employee, involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

38.6.28 The amount(s) of additional compensation sought and a break-down of the amount(s) into the categories specified as payable under Paragraph 38.4 above.

38.6.29 The name, function, and pertinent activity of each Department official, employee, or agent involved in or

knowledgeable about events that give rise to, or facts that relate to, the claim.

ARTICLE 39
DIESEL VEHICLE EMISSIONS CONTROL

39.1 The Contractor shall be responsible for compliance with the following provisions:

39.1.1 All Contractor and Subcontractor diesel powered non-road construction equipment with engine horsepower (HP) ratings of 60 HP and above, that are on the Project or are assigned to the Contract for a period in excess of 30 consecutive Days, shall be retrofitted with emission control devices in order to reduce diesel emissions. In addition, all motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

39.1.2 Retrofit emission control devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that is:

39.1.2.1 Included on the U.S. Environmental Protection Agency (EPA) "Verified Technology List," as may be amended from time to time

<http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm> and

39.1.2.2 Verified by EPA to provide a minimum emissions reduction of 20% particulate matter (PM₁₀), 40% carbon monoxide (CO), and 50% hydrocarbons (HC).

39.1.3 Construction shall not proceed until all diesel powered non-road construction equipment meeting the criteria in provision 39.1.1 have been retrofitted, unless the Commissioner grants a waiver under provision 39.2.

39.1.4 The Contractor shall at least monthly, assess which diesel powered non-road construction equipment are subject to these provisions. The Contractor shall notify the DPW Project Manager of any violations of these provisions.

39.1.5 Idling of delivery and/or dump trucks, or other diesel powered equipment shall be limited to three (3) minutes during non-active use in accordance with the Regulations of Connecticut State Agencies Section 22a-74-18(b)(3)(C), which states, in part:

"[N]o person shall cause or allow a Mobile Source to operate for more than three (3) consecutive minutes when such Mobile Source is not in motion, except as follows:

When a Mobile Source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,

When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,

When it is necessary to operate auxiliary equipment that is located in or on the Mobile Source to accomplish the intended use of the Mobile Source, (To bring the Mobile Source to the manufacturer's recommended)

When a Mobile Source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

39.1.6 All Work shall be conducted to ensure that no harmful effects are caused to adjacent Sensitive Receptor Sites. Diesel powered engines shall be located away from fresh air intakes, air conditioners, and windows.

39.1.7 If any diesel powered non-road construction equipment is found to be in non-compliance with these provisions by the DPW Project Manager, the Contractor will be issued a Non-Conformance Notice and given a 24 hour period in which to bring the equipment into compliance or remove it from the Project. The Contractor's failure to comply with these provisions shall be reason to withhold payment as described in Article 33.

39.1.8 Any costs associated with these provisions shall be included in the general cost of the contract. In addition, there shall be no time granted to the Contractor for compliance with these provisions. The Contractor's compliance with these provisions and any associated regulations shall not be grounds for a Change Order.

39.2 The Commissioner reserves the right to waive all or portions of these provisions at his/her discretion. The Contractor may request a waiver to all or portions of these provisions with written justification to the Commissioner as to why the Contractor cannot comply with these provisions. A waiver, to be effective, must be granted in writing by the Commissioner.

END



State of Connecticut



Department of Public Works

Retainage Reduction Request

To: David O'Hearn, P.E., Deputy Commissioner
Room 473B, 165 Capitol Avenue, Hartford, CT 06106

From: (), General Contractor

Subject: Project No. ()
Reduction of Retainage at ()% project completion

In accordance with the General Conditions, Article 28, (type general contractor's name) hereby requests a reduction of retainage to an amount of XX%. The following list of items required under the general conditions is in compliance with the terms of the contract and has been verified by the Contractor.

- Performance Evaluation is a minimum of 60%
- Timely submission of an appropriate and complete CPM Schedule or Construction Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or A-E's comments on the submitted material resulting in an appropriate basis for progress of the Work.
- Timely and proper submission of all Contract Document required submissions: including but not limited to Shop Drawings, material certificates and material samples and the prompt resolution of the Owner's and/or Architect's or Engineer's comments on the submitted material resulting in an appropriate progress of the Work.
- Proper and adequate supervision and home office support of the Project.
- The Work completed to date has been installed or finished in a manner acceptable to the Owner.
- The progress of the Work is consistent with the approved CPM Schedule or Construction Schedule.
- All approved credit Change Orders have been invoiced.
- All Change Order requests for pricing are current.
- The Contractor has and is maintaining a clean worksite in accordance with the Contract Documents.
- All Subcontractor payments are current at the time of reduction request.
- Contractor is compliant with set-aside provisions of the contract.

Contractor Certification

_____ name signature date

Project Manager Recommendation

_____ name signature date

Approved

Deputy Commissioner David O'Hearn signature date

SUPPLEMENTARY GENERAL CONDITIONS

1. SCOPE AND LOCATION OF WORK

- a. The work in connection with the subject project involves improvements for pedestrian safety along the White Street/Midtown Campus border of Western Connecticut State University, Danbury, Connecticut.
- b. This contract will include all new items unless otherwise approved.
- c. Generally, the scope of work shall include: temporary tree and plant protection; soil erosion and water pollution control; earth moving; seeding; planting of trees, shrubs, ground cover and perennial plants; installation of trash receptacles and benches; installation of paver walkway and ADA paver detectable warning pad; installation of brick wall and pillars.
- d. An alternate bid shall be required for bituminous concrete pavement repair and paving, and for the installation of granite curbing.
- e. The awarded contractor shall be required to obtain all necessary permitting from the City of Danbury, and shall work with the University to complete the project.
- f. The referencing project name and no. are as follows:

Project Name: White Street Safety Improvements – Midtown Campus
Ref. No.: DCS Project No. BI-RD 283

- g. It is the intention of the project to end up with a complete, finished, code compliant, safe university facility.

2. UNIVERSITY REPRESENTATIVE

- a. The University Representative/Construction Administrator is Peter J. Visentin, AIA; Director of Facilities Planning & Engineering; Western Connecticut State University, 181 White Street, Danbury, CT 06810, telephone: 203-837-8680.

3. EXAMINATION OF SITE

- a. It is not the intent of the drawings to show all existing conditions. All bidders are required to visit and examine the site prior to submitting bids. Failure to visit the site and note all conditions will in no way relieve the Contractor of his responsibility for completing the work called for in the contract documents.

4. INTENT OF DOCUMENTS

- a. The specifications are intended to describe all material and labor necessary to determine the intention of the subject project and assumes the inclusion of all miscellaneous and incidental items necessary to complete the work.
- b. These specifications are divided into titled divisions and sections under the divisions. The divisions and sections do not, however, operate to make the University Representative an arbiter to establish the limits to the contract between the Contractor and his Subcontractors.
- c. In the event of a conflict within the contract documents...the more stringent requirements will apply.

5. USE OF PREMISES & SPECIAL WORKING CONDITIONS

- a. The Contractor shall confine the construction to the following time period:

Monday through Friday, 7:30 a.m. to 4:30 p.m.
- b. Parking for Contractor's employees will be limited to an area designated by the University. The Contractor shall be provided identification stickers for employees' cars.
- c. The contract shall be responsible for keeping the premises clean and shall pick up rubbish and debris daily.

6. MAINTENANCE OF TRAFFIC WAYS

- a. The Contractor shall be granted the use of paved roads and parking areas but shall not infringe in use of same, or access thereto, for passage over the Owner's property. Traffic ways shall not be blocked by standing trucks, parked cars, material storage, construction operations, or in any other manner.
- b. Public roads, and the existing paved roads and parking areas on Owner's property, shall be kept free from scrap and other material due to construction operations, and any damage to their surface caused by the Contractor shall be repaired by him at his own expense to the satisfaction of the University Representative.

7. PLANS AND SPECIFICATIONS AT THE SITE

The contractor shall maintain at the site of the work, one copy of all specifications, addenda, approved shop drawings, change orders, and other modifications, schedules

and instructions, in good order and marked to record all changes made during construction. These shall be available at all times to the agency representative.

8. SHOP DRAWINGS

- a. Shop drawings shall be submitted in sufficient number of copies and manner to facilitate the work and shall show all work in detail.
- b. The Contractor shall review the shop drawings, stamped with his approval and submit them with reasonable promptness and in orderly sequence so as to cause no delay in his work or in the work of any sub-contractor. Shop drawings shall be properly identified as specified, for item, material, workmanship (when required) and project. At the submission, the Contractor shall inform the Architect, in writing, of any deviation in the shop drawing from the requirements of the Contract Documents.

9. SAMPLES

- a. Submit samples of all items where specifically required. Furnish information and data describing items or materials offered as being equal to those specified, as may be necessary to establish such quality. The Owner's decision will be final.
- b. Mark samples clearly to show:
 - (1) Name of trade, type quality or grade and any further designation necessary to identify the items or material
 - (2) Manufacturer's or producer's name
 - (3) Name of Contractor or Subcontractor, if any
 - (4) Name and number of project
- c. Submit samples of such size and/or number sufficient to show quality, type, range of color, finish and texture.
- d. Materials furnished shall be equal to approved samples.

10. CONSTRUCTION EQUIPMENT

- a. The contractor shall furnish and maintain, at his own cost and risk, all tools, apparatus and appliances necessary to insure speed, convenience and safety in the execution of his contract. All such items shall comply with OSHA REGULATIONS AND ALL APPLICABLE CODES, STATUTES, RULES AND REGULATIONS.

- b. All staging, supports, bracing and similar work, exterior and interior, shall be furnished erected and removed by this Contractor and maintained in safe condition by him without charge to and for the use of all trades as needed by them for proper execution of their work, except where specified to the contrary in the contract documents.
- c. All hoisting equipment and machinery required for the property and expeditious prosecution and progress of the work shall be furnished, installed, operated and maintained in safe condition by this Contractor for the use of all subcontractors' materials and/or equipment delivered to the designated hoisting area except that which is specifically required in each appropriately related section of the specifications. All costs for hoisting operating services shall be borne by this Contractor, unless specifically excepted elsewhere.

11. RECORD DRAWINGS DURING CONSTRUCTION

- a. The Contractor is to maintain at the project site two (2) sets of black (or blue) and white prints of the Contract Drawings on which he must record changes as they occur on the job.
- b. At the conclusion of construction, he is to turn one (1)-corrected set over to the Agency.

12. PROTECTION

- a. Fire protection: The contractor shall, during the progress of construction, assume all responsibilities for loss or damage by fire to the work included in his contract until completion of the contract. All fire used within structure for working purposes shall be extinguished when not in use. No flammable material shall be stored in the structure in excess of the amounts allowed by the authorities. No gasoline shall be stored in the structure outside of working hours.
- b. Protection from theft or vandalism: The Contractor shall be solely responsible for damage, loss or liability due to theft or vandalism.
- c. All building equipment, furnishings, grounds, planting, etc. shall be protected from damage of every description and any such damage thereto shall be repaired or otherwise made good at no expense to the University.
- d. Supply and install any and all protective coverings and barricades necessary to prevent damage or personal injury. The Contractor shall be held responsible for, and must make good, at his own expense, any water damage or any other type of damage due to improper protective coverings.

- e. Protect at all times the public and building personnel from injury due to construction activities

13. TEMPORARY OFFICES

Temporary offices will not be provided by the University for this project.

14. TEMPORARY TELEPHONES

Public telephones are not available on the Campus grounds.

15. TEMPORARY TOILET SERVICE

The University will permit the Contractor to use a specified existing toilet facility within a specified building on the Midtown Campus.. It shall be required of the Contractor to maintain and keep the toilet reasonably clean, or the privilege may be terminated in which case he must provide portable, chemical toilet facilities.

16. TEMPORARY LIGHT AND POWER

Power for construction purposes will be provided by the University. The Contractor will provide all necessary equipment, electrical cables, etc. that he may need in the use of the electric power.

17. DELIVERY, STORAGE AND HANDLING

All materials and equipment shall be so delivered, stored and handled as to prevent intrusion of foreign matter and any damage by weather or breakage. Packaged materials shall be delivered and stored in original packages. Packages, materials and equipment showing evidence of damage shall be rejected and replaced at no additional cost to owner. The contractor will make his own accommodations for deliveries and not use WCSU Receiving Department for deliveries.

18. CODE AND SPECIFICATIONS

All references to standard specifications and codes made throughout the specifications refer to the latest edition in effect at the dates of proposal. Such references include current addenda and errata, if any, and shall be considered a part of these specifications as much as if the pertinent portion of those standard specifications were printed herein in their entirety.

19. ADDENDA ISSUED DURING BIDDING PERIOD

When returning a bid, the Contractor will note receipt of any addenda received

20. DIMENSIONS AND MEASUREMENTS

The Contractor and each subcontractor shall **verify** all dimensions before ordering any material or doing any work, and shall be responsible for connection of same. Any difference that may be found shall be submitted for clarification before submitting a bid and for construction.

21. FINAL CLEANING

The Contractor, preparatory to final inspection, shall provide final cleaning of all work in readiness for use.

22. SPECIAL REQUIREMENT, GUARANTEES AND WARRANTIES

The contractor shall guarantee all materials and workmanship for a period of eighteen (18) months, from the date of substantial completion. In addition, the Contractor shall provide special guarantees where indicated in the contract documents or where a manufacturer's guarantee exceeds eighteen (18) months.

23. FORMS, BONDS, GUARANTEES AND WARRANTIES

The Contractor shall furnish to the Agency Representative the foregoing documents in the following manner:

a. Addressed to:

Peter J. Visentin, AIA
Director, Facilities Planning & Engineering
Western Connecticut State University
181 White Street
Danbury, CT 06810

b. Project Title and Number:

White Street Safety Improvements - Midtown Campus
DCS Project No. BI-RD 283

- c. I (We) hereby guarantee (warranty) the _____ work on the referenced project for a period of _____ years from _____ against failure of workmanship and materials, etc., in accordance with the requirements of Division _____, Section _____, Page ____, Paragraph _____, of the contract specifications.

Signed _____
Contractor
(By Authorized Agent)

- d. All required bonds shall be by the respective Surety Companies, made out to Western Connecticut State University.
- e. All guarantees supplied by Subcontractors, suppliers of manufacturers shall be countersigned by Contractor.

24. OPENINGS, CHASES, INSERTS, ETC.

- a. These may not be shown on the working drawings, and it shall be the responsibility of the Contractor to examine the electrical, heating, plumbing and ventilating drawings and consult with the contractors for same, and to provide all such chases, channels, openings definitely located by such trades previous to the construction by him of the work involved.
- b. The Contractor, his subcontractors and others shall furnish properly located and install sleeves, inserts, hangers, etc., required for the installation of their work.
- c. After the installation and completion of the work for which openings, channels, chases, etc., have been provided, the Contractor shall properly close and finish all openings, channels, chases, etc. as required to complete the work.

25. OCCUPANCY PRIOR TO FINAL INSPECTION

- a. Upon completion, and before final inspection, together with the status of completion and terms of occupancy will be issued by the University.
- b. The University will obtain from the General Contractor written approval of such occupancy and will determine whether such occupancy or use is possible and, if so, will make arrangements for holding a job inspection with the Contractor.

- c. A punch list based on this inspection, together with the status of completion and terms of occupancy will be issued by the University.

The letter granting such occupancy will state the terms and conditions of occupancy and that fire insurance coverage has been requested, the effective date of which will indicate to the Contractor that he may cancel the fire insurance coverage normally carried on the building by him.

26. OPERATING AND MAINTENANCE INSTRUCTIONS

- a. Upon completion, and before final acceptance, the Contractor in coordination with the Architect, shall provide information concerning all mechanical equipment, alarm and safety equipment and shall furnish three (3) separately bound sets of operating and maintenance instructions, properly labeled for said equipment. These shall be typewritten or mimeographed, 8-1/2 x 11 inch sheets describing the equipment and detailing the sequencing and settings. Complete data on lubrication, service repair, and parts listed shall be included in these instructions. Manufacturers' bulletins or catalogs will be acceptable for the above purpose, but shall be amplified as required to provide full instructions. Installed model, size, rating, operating and other applicable information shall be clearly identified.

Manufacturers' specific operating and servicing manuals are acceptable, provided they fully cover the requirements and any additional data is appended. Complete wiring and control diagrams are required to explain the operating; services and repair are to be included, and their location in the building given. Valve identification shall include the assigned tab numbers in the valve directory. All copies shall be submitted by the University.

- b. In addition, the Contractor shall furnish and install enclosed in clear plastic with eyelet for fastening, one (1) set of operating instructions, with necessary diagrams, which shall be hung adjacent to the item of equipment or at the operating stations to which the instructions apply.
- c. Upon completion of all work and tests, the Contractor shall furnish the necessary skilled labor to fully instruct the University personnel in the location, operation and maintenance of the equipment.

END OF SECTION

TEMPORARY TREE & PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Protect all trees not designated to be removed, in areas near construction, by armoring or cribbing before construction operations start. Protection measures shall also include tunneling under the root system for utilities, bridging of the roots when construction is in close proximity to the tree, pruning and feeding as necessary to protect the tree and promote healthy growth.

1.3 RELATED WORK

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
1. Section 311000 - Site Clearing
 2. Section 312000 – Earth Moving

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Armoring shall consist of a burlap wrapping with 2"x 4"x 6' wood members spaced 2" max around individual trees and attached with heavy gauge wire.
- B. Cribbing shall consist of 4 foot high snow fencing wired to 8 foot steel fence stakes driven a minimum of 3 feet 6 inches into the ground. Cribbing shall be installed at the critical root zone and a minimum of 6 feet from base of tree or trees to be protected or as shown on plans.
- C. Root bridging shall consist of ½" thick (min) steel plates. Size and quantity of plates will be determined by Contractor based on the type of equipment requiring access. Steel plates will be placed on 6" x 6" (min) landscape timbers. Timbers will be placed radially avoiding any visible roots. Area to be bridged will be repaired to satisfaction of Landscape Architect after bridging is removed.

PART 3 - EXECUTION

- A. Install tree protection as shown or as directed by Landscape Architect. Trees to be removed shall be cut down, not pushed over. All roots/stumps 3" or more in diameter shall be grubbed out to a depth of at least 12" below existing adjacent ground level.
- B. Trees damaged shall be repaired by a Connecticut licensed arborist at the Contractor's expense. Any tree removed erroneously, or damaged beyond satisfactory repair, shall be replaced with the same species 5 inches in caliper, which shall be balled, burlapped and platformed at the Contractor's expense.
- C. No material shall be stored, vehicles parked or any construction activities carried on within the dripline of any tree that is to be saved unless otherwise noted.
- D. A Connecticut licensed arborist shall inspect all trees to remain in order to make recommendations regarding pruning, crown reduction, aeration, feeding, and watering of roots. Contractor shall implement arborist's recommendations prior to construction after review of recommendations by Landscape Architect.
- E. All trees to remain shall be armored and cribbing installed as shown on the plans and/or as directed by the Landscape Architect.
- F. Where root pruning is required the roots shall be pruned one foot beyond cribbing using a reverberating knife or narrow trencher - always with sharp blades to make clean cuts. Backfill pruned roots immediately and temporarily cover with 3" of mulch.
- G. If machinery traffic must occur within root zone, root bridging shall be temporarily placed in root zone.
- H. For all trees to remain in excess of 5" DBH, tunneling will be used for utility installation when there is insufficient space to bypass the dripline by trenching. The beginning and ending distance of the tunnel from the face of the tree in any direction shall be according to the following chart:

Diameter of Tree at 4 ½' height	Trenching will be replaced by tunneling at these minimum distances from face of tree
6 - 9 inches	5 feet
10 - 14 inches	10 feet
15 - 19 inches	12 feet
Over 19 inches	15 feet

Unless otherwise required by the Municipality, the depth of all tunneling shall be according to the following table:

Diameter of Tree at 4 ½' height	Depth of tunneling
6 - 9 inches	2.5 feet
10 - 14 inches	3.0 feet
15 - 19 inches	3.5 feet
Over 19 inches	4.0 feet

END OF SECTION

TEMPORARY SOIL EROSION & WATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Provide and maintain silt control fence, hay bales and/or silt sacks for control of runoff of silt until all disturbed areas have been permanently stabilized.

1.3 RELATED WORK

A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following

1. Section 311000 – Site Clearing
2. Section 312000 - Earthmoving

1.4 SUBMITTALS

A. The Contractor will submit the following samples, certifications or test results prior to use on the project.

1. Silt Control fence material certification.
2. Silt Sack material certification.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Hay bales to be standard size bales of hay or straw having no loose or decomposed baling twine. Stakes will be 2 inches x 2 inches x 3 feet long, pointed on one end.
- B. Silt control fence to be Envirofence as manufactured by Tencate Geosynthetics, 365 South Holland Drive, Pendergrass, GA 30567, 706-693-2226 or approved equal.

- C. Silt sack to be as manufactured by ACF Environmental, 800-448-3636, www.acfenvironmental.com or approved equal.

PART 3 - EXECUTION

3.1 BALED HAY EROSION CHECK

- A. Hay bales will be held in place by two or more stakes driven through each bale as detailed. Butt bales tightly together.
- B. As soon as each drainage structure has been constructed, surround the frame with hay bales or siltation fence as detailed.

3.2 SILT CONTROL FENCE

- A. Construct in accordance with the detail.

3.3 MAINTENANCE

- A. Maintain the silt control fence and/or hay bales by re-staking, tightening, adjusting or replacing, as required.
- B. Remove build-up of silt when it reaches one half (1/2) the height of the barrier.
- C. When silt control fence and/or hay bales are no longer required, remove and repair the area to conform to site plan.

END OF SECTION

SITE FURNISHINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Work consists of furnishing and installing site furnishings in locations as shown on the plans.

1.3 RELATED WORK

A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:

1. Section 312000 – Earthmoving
2. Section 321400 – Paver Walk

1.4 SUBMITTALS

A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.

1. Product data for site furnishings.
2. Concrete mix design.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Trash receptacle to be Receptacle 87, model # 87-22-FTO, with cover, color to be textured rust as manufactured by Dumor, Inc., PO Box 142, Mifflintown, PA, 800-598-4018, www.dumor.com or approved equal.
- B. Bench to be 19 Series bench, model # 19 Series, metal color to be textured rust as manufactured by Dumor, Inc., PO Box 142, Mifflintown, PA, 800-598-4018, www.dumor.com or approved equal.
- C. Concrete shall conform to Class "C", Section M.03.01 of the State Specifications, except air content to be 6 percent (+ 1%). Concrete shall be 3,500 psi after 28 days.

PART 3 - EXECUTION

3.1 SITE FURNISHINGS

- A. Install site furnishings in locations as shown on plans and as per manufacturer's specifications.

END OF SECTION

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Clearing and grubbing of existing trees and shrubs to be removed.
- B. Site demolition work.

1.3 RELATED WORK:

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
 - 1. Section 015639 – Temporary Tree and Plant Protection.
 - 2. Section 015700 – Temporary Soil Erosion and Water Pollution Control
 - 3. Section 312000 – Earth Moving.

PART 2 – PRODUCTS

Not used in this Section.

PART 3 - EXECUTION

3.1 CLEARING AND GRUBBING

- A. Before any clearing operations begin, stake out all structures, walks and pavements for final approval by the Landscape Architect. Remove all shrubbery and plant materials of all kinds, except as shown or as directed to remain, or where any construction of site improvements are shown or called for, or where conformation of the ground is changed.
- B. The Contractor shall remove any trees and brush that are in the line of his work but only after receiving approval from the Landscape Architect. Removal shall mean taking trees out by the roots. No burning is allowed on site. Remove all clearing debris from the site.
- C. Grubbing shall consist of grubbing up and removing for a depth of at least 12 inches below the existing adjacent ground level, all the stumps and roots 3 inches or more in diameter.

3.2 SITE DEMOLITION WORK

- A. This section includes all labor, materials, equipment, and appliances required to complete the entire demolition work. Demolition is limited to those items as noted on the plans. The clearing and prompt removal and disposal of all rubbish and debris shall be in accordance with the requirements of the Municipality.
- B. The Contractor shall obtain all permits as required.
- C. Provide protection for all shrubs, trees, lawns, landscape work, walks, roads, drives, adjacent buildings, and equipment, both on and off the property and in adjacent roads and streets.
- D. The Contractor shall protect all existing monitoring wells to remain, prior to beginning any construction. Monitoring wells to remain shall be covered with a plywood sheet or metal plate. The plywood or metal sheet shall be labeled with spray paint as “monitoring well protection – do not remove”. Area covered by plywood or metal sheet shall be enclosed with construction fencing or stakes with flagging/caution tape. Prior to removal of any monitoring wells the contractor shall obtain approval from Architect for the removal. Any monitoring wells to remain that are damaged or erroneously removed by Contractor shall be repaired and/or reinstalled to the satisfaction of the Architect, at the Contractor’s expense.
- E. The Contractor shall provide, erect, and maintain such fences, planking, bridges, bracing, shoring, lights, barricades, warning signs and guards as necessary for the protection of streets, sidewalks, adjoining property and the general public during the performance of the work. Contractor shall meet the requirements of C.G.S. Section 29-408, including the installation of an 8’ high fence or barricade along the street line for the duration of building or structure demolition operations.
- F. The Contractor shall not close or obstruct any public street, sidewalk, alley or passageway, nor store equipment or materials thereon without permits from and the notification of the proper authorities. Public access and egress for emergency equipment to any building must be maintained at all times during construction. The Contractor must coordinate schedules with the property Owner's Representative or Officials.
- G. All operations shall be conducted with the minimum interference to both vehicular and pedestrian traffic, in accordance with the provision of Section 11, of the Connecticut State Demolition Code
- H. Before starting work, the Contractor shall ascertain that all utility branches or main connections, such as water, gas, and electricity have been disconnected in accordance with the municipality and the regulations of the utility concerned. No wires, conduits, pipes or other connections shall be removed until the applicable services have been disconnected as herein described above. All utility disconnections with the exception of the sewers and drain work described below, shall

be done by the appropriate subcontractor in accordance with appropriate utility regulations (if applicable), plans and specifications.

- I. It shall be the responsibility of the Contractor to protect and preserve in operating conditions, all utilities adjacent to and traversing the project site, protect manholes including frames and covers, valve boxes and other appurtenances. Damage to any utility due to work under this contract shall be repaired to the satisfaction of the Owner, at the Contractor's expense.
- J. All materials, rubbish, and debris shall be promptly removed from the premises. Accumulation of same will not be permitted.
- K. No blasting will be permitted on the project site except upon written permission from the Owner.

END OF SECTION

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

A. This section specifies the requirements for furnishing all equipment, materials, labor, tools, and techniques for earthwork including, but not limited to, the following:

1. Site preparation.
2. Excavation.
3. Underpinning.
4. Filling and backfilling.
5. Grading.
6. Soil Disposal.
7. Clean Up.

1.3 DEFINITIONS:

A. Unsuitable Materials:

1. Fills: Topsoil; frozen materials; construction materials and materials subject to decomposition; clods of clay and stones larger than 3 inches; organic material, including silts, which are unstable; and inorganic materials, including silts, too wet to be stable and any material with a liquid limit and plasticity index exceeding 40 and 15 respectively. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction, as defined by ASTM D 698D 1557, AASHTO T 99 T 180.
2. Existing Subgrade (Except Footing Subgrade): Same materials as described in 1.3.A.1, that are not capable of direct support of slabs, pavement, and similar items with possible exception of improvement by compaction, proofrolling, or similar methods.
3. Existing Subgrade (Footings Only): Same as paragraph 1, but no fill or backfill. If materials differ from reference borings and design requirements, excavate to acceptable strata subject to Landscape Architect's approval.

B. Building Earthwork: Earthwork operations required in area enclosed by a line located 5 feet outside of principal building perimeter. It also includes earthwork required for auxiliary structures and buildings.

C. Trench Earthwork: Trench work required for utility lines.

D. Site Earthwork: Earthwork operations required in area outside of a line located 5 feet outside of principal building perimeter and within new construction area with exceptions noted above.

E. Degree of compaction: Degree of compaction is expressed as a percentage of maximum density obtained by laboratory test procedure. This percentage of maximum density is obtained through use of data provided from results of field test procedures presented in ASTM D1556, ASTM D2167, and ASTM D2922.

- F. Fill: Satisfactory soil materials used to raise existing grades. In the Construction Documents, the term "fill" means fill or backfill as appropriate.
- G. Backfill: Soil materials or controlled low strength material used to fill an excavation.
- H. Unauthorized excavation: Removal of materials beyond indicated sub-grade elevations or indicated lines and dimensions without written authorization by the Landscape Architect. No payment will be made for unauthorized excavation or remedial work required to correct unauthorized excavation.
- I. Authorized additional excavation: Removal of additional material authorized by the Architect based on the determination by the soil testing that unsuitable bearing materials are encountered at required sub-grade elevations. Removal of unsuitable material and its replacement as directed will be paid on basis of Conditions of the Contract relative to changes in work.
- J. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular sub-base, drainage fill, or topsoil materials.
- K. Structure: Buildings, foundations, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- L. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- M. Drainage course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- N. Pipe Bedding course: Layer placed over the excavated sub-grade in a trench before laying pipe. Pipe bedding course shall extend up to the springline of the pipe.
- O. Sub-base Course: Layer placed between the sub-grade and base course.
- P. Utilities include on-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.
- Q. Debris: Debris includes all materials located within the designated work area not covered in the other definitions and shall include but not be limited to items like vehicles, equipment, appliances, building materials or remains thereof, tires, any solid or liquid chemicals or products stored or found in containers or spilled on the ground.
- R. Contaminated soils: Soil that contains contaminates as defined and determined by soil testing.
- S. "Earth" excavation shall include removal of all materials other than 'water' and 'rock'.
- T. "Rock" is defined as a boulder of 1 cubic yard or more in volume (1/2 cubic yard for a boulder in trenches), and rock in definite ledge formation, the removal of which requires the use of mechanical equipment or the use of explosives. Rock removed by scarification or ripping method is considered as a separate classification under paragraph 1.12C (1).
- U. "Original Grade" is defined as being the grade which exists at the time of Contract Award.
- V. "Rough grade" is defined as being the completed surface of required excavations greater than 13 feet in width.
- W. "Mass" excavation is to be considered as an open area whose minimum horizontal dimensions exceed 13 feet.
- X. "Trench" excavation is defined as the removal of material from areas 13 feet or less in its minimal horizontal dimensions and below the elevation of rough grade or original grade, whichever is lower.

1.4 RELATED WORK

- A. Section 015639 – Temporary Tree and Plant Protection.

- B. Section 015700 – Temporary Soil Erosion and Water Pollution Control
- C. Section 311000 - Site Clearing

1.5 USE OF UNIT PRICES

- A. Contractor shall comply with requirements of the General Provisions to establish any claim for additional compensation.
- B. Contractor shall include applicable unit prices in the breakdown of costs.

1.6 MEASUREMENTS

- A. Unit prices given are for work measured in place. Truck measure shall not be acceptable.

1.7 UNIT PRICE ALLOWANCES

- A. For additional work, each price given below includes the allowance for all costs, overhead and profit for all parties involved in the work.

1.8 PURPOSE

The following unit prices and provisions are to be included in and become part of this Contract to be used in evaluating additions to or deductions from the work called for in the specifications and/or plans.

- A. Unless otherwise specified elsewhere in these documents, contractors are to assume that all excavation is earth; however, if unspecified rock is encountered, it will be paid for at the given unit prices listed in paragraph 1.12. Rock prices are net in that allowances for reduced quantities of earth are also included in the unit prices. The prices given include all costs for overhead, profit and rock surveys.
- B. Wherever rock to be excavated is encountered, the Contractor shall strip or expose the rock to such an extent that in the Owner's opinion the necessary measurements can be taken. The Contractor shall provide the Owner with a survey by a licensed land surveyor indicating top of rock elevations at points of intersection on a rectilinear grid with lines spaced sufficiently close to show accurately the rock surface contours. At the Owner's option, an additional survey may be furnished by the Owner from a licensed surveyor.
- C. If the conditions of the excavation work indicated are clearly of a special nature, the Contractor may ask the Owner for reconsideration of the established unit prices and if granted, the unit prices will not apply, and prices will be negotiated in accordance with the Unit Price section of the Contract.

1.9 ROCK EXCAVATION IN TRENCHES - BASIS FOR HORIZONTAL MEASUREMENT

- A. Horizontal measurements will be taken between the vertical planes as defined below.
- B. The minimum width of trenches in rock will be taken as 3 feet-0 inches.
- C. Excavation for walls or piers with footings The measurements will be taken parallel to and one foot outside of the edges of the concrete footings as called for in the plans (i.e., for a 4 foot-0 inch footing, rock will be taken as 6 feet-0 inches in width).
- D. Excavation for walls or piers without footings The limits of the excavation will be 1 foot-6 inches outside of the line of concrete at bottom as shown or called for in the plans (i.e., for a wall with a bottom thickness of 1 foot-0 inches, the width of the trench will be considered to be 4 feet-0 inches). (Caissons are excluded from these measurements.)
- E. Excavation for pipe lines will be measured at 2 feet-0 inches more than the nominal inside diameter of the pipe, but in no case less than 3 feet-0 inches wide.
- F. Excavation for tanks, vaults, manholes, pits, etc., will be measured as 2 feet-0 inches greater in both length and width or diameter than the actual exterior dimensions of the structure and this excavation is considered to be trench only if any measured horizontal dimension is 13 feet or less.
- G. No allowance will be made for rock removed beyond the above limits.

1.10 ROCK EXCAVATION IN TRENCHES - BASES FOR VERTICAL MEASUREMENT

- A. To determine depth of trench, vertical measurements will be taken from original grade or rough grade, (whichever is applicable) to the bottom of required excavation. These measurements will define the maximum depths for payments.
- B. To determine quantity of rock in trench, vertical measurements will be taken from the top of rock as encountered in the trench to 12 inches below the bottom of required rock excavation. Any over excavation below the required elevation shall be filled with concrete or other material as specified at no cost to the Owner.
- C. No allowance will be made for rock removed beyond the above limits.

1.11 EARTH EXCAVATION IN TRENCHES - BASIS OF MEASUREMENT HORIZONTAL & VERTICAL

The basis of measurements and allowance limit for earth excavation in trenches is identical to that indicated for rock excavation in trenches except that there will be no allowance for 12 inches below the required elevation. In addition, the following will prevail

- A. Maximum allowable widths for earth excavation in trenches without shoring

	Trench Depth	Add to Nominal ID of
Pipe		

	<u>Classification</u>	<u>or to Footing width</u>
3'	0' - 6'	
5'	Over 6' - 10'	
7'	Over 10'- 15'	

Below 15 feet deep, the width of the trench shall be based on the individual case. The final depth of trench will determine the actual width for payment.

- B. If shoring is required, the measurement shall be taken between the exterior walls of the shoring not to exceed 4 feet plus the I.D. of the pipe (for all depths).
- C. To determine quantity of earth in trench, vertical measurements will be taken from the original or rough grade to actual bottom of earth excavation required.

1.12 UNIT PRICES - EARTH AND ROCK EXCAVATION (Basis for Payment)

Prices include backfill with excavated material if it is suitable. Prices also include all excavation and disposal of all surplus or unsuitable material. Where replacement with the excavated material is prohibited or a particular backfill measurement is specified, the cost of the delivered replacement material in a volume equal to the above excavation pay limits minus the volume of the items installed in the trench shall be paid for a prior negotiated price. Prices do not include costs of shoring and dewatering, but do include sloping for sides of excavation. Payment and credit amounts shall be determined in the following manner Widths and depths of trench excavation as indicated. The total quantity of earth or rock excavation encountered in each depth payment category shall be paid for at its respective unit price as shown below. For example, in a 15 foot trench, the first 6 feet will be paid for at the 0 foot - 6 foot price; the next 4 feet will be paid for at the over 6 foot - 10 foot price, and the next 5 feet will be paid for at the over 10 foot - 15 foot price. Thus, three different price brackets will prevail.

A.	EARTH EXCAVATION - HAND	<u>UNIT</u>	<u>\$ ADD</u>	<u>\$ DEDUCT</u>
	(1) In trenches - 0' - 6'	C.Y.		
	(2) In trenches greater than 6' deep, prices must be negotiated before work is started.	C.Y.		
B.	EARTH EXCAVATION - MACHINE	<u>UNIT</u>	<u>\$ ADD</u>	<u>\$ DEDUCT</u>
	(1) Open Area - All Depths	C.Y.		
	(2) In Trenches 0' - 6' deep	C.Y.		

6' - 10' deep C.Y.
 10'- 15' deep C.Y.

C.	ROCK EXCAVATION	<u>UNIT</u>	<u>\$ ADD</u>	<u>\$ DEDUCT</u>
(1)	Open areas, rock removed by ripping (any amount) net rock	C.Y.		
(2)	Open areas, with explosives, net rock -- Total Quantity up to 100	C.Y.		
	Total Quantity up to 500	C.Y.		
	Total Quantity up to 500 or more	C.Y.		
(3)	In trenches, boulders, remove by machine	C.Y.		
(4)	In trenches, ripping of rock by machine	C.Y.		
(5)	In trenches, with explosives, net rock 0' - 6' deep	C.Y.		
(6)	In trenches, with explosives, net rock 6' - 10' deep	C.Y.		
(7)	In trenches, with explosives, net rock, 10' - 15' deep	C.Y.		
C.	ROCK EXCAVATION (Cont'd)	<u>UNIT</u>	<u>\$ ADD</u>	<u>\$ DEDUCT</u>
(8)	In trenches, with explosives, net rock, 15' - 20' deep	C.Y.		
(9)	In trenches, with explosives, net rock greater than 20' deep, prices must be negotiated before work is			

started.

- | | | |
|------|--|------|
| (10) | Jack Holes (for hydraulic lift/Elevators) | L.F. |
| (11) | Open or mass areas if explosives are prohibited, net rock | C.Y. |
| (12) | Trench excavation if explosives are prohibited, net rock/with rock splitters and Jackhammer or Hoe Ram | C.Y. |

D. ENVIRONMENTAL CONTAMINATED MATERIALS

1. Material to be removed under requirements of Base Bid: Owner will pay additional permit and dumping fees over those required for uncontaminated material.
2. Material to be removed based on unit prices: Owner will pay additional permit and dumping fees over those required for uncontaminated material.

PART 2 – PRODUCTS

2.1 MATERIALS:

- A. General: Provide borrow soil material when sufficient satisfactory soil materials are not available from excavations.
- B. Fills: Material in compliance with ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, SC, and ML, or any combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Material approved from on site or off site sources having a minimum dry density of 110 pcf, a maximum Plasticity Index of 15, and a maximum Liquid Limit of 40.
- C. Engineered Fill: Naturally or artificially graded mixture of compliance with ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, SC, and ML, or any combination of these groups, or as approved by the Engineer or material with at least 90 percent passing a 1 1/2-inch sieve and not more than 12 percent passing a No. 200 sieve, per ASTM D2940;.
- D. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1 inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1 1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

- D. Granular Fill:
 - 1. Under concrete slab, crushed stone or gravel graded from 1 inch to No. 4, per ASTM D 2940.
 - 2. Bedding for sanitary and storm sewer pipe, crushed stone or gravel graded from 1/2 inch to No 4, per ASTM D 2940.

PART 3 – EXECUTION

3.1 SITE PREPARATION:

- A. Refer to Section 311000 “Site Clearing” for additional requirements.
- B. Stripping Topsoil: Strip topsoil from within limits of earthwork operations as specified. Topsoil shall be a fertile, friable, natural topsoil of loamy character and characteristic of locality. Topsoil shall be capable of growing healthy horticultural crops of grasses. Stockpile topsoil and protect as directed by Landscape Architect. Eliminate foreign materials, such as weeds, roots, stones, subsoil, frozen clods, and similar foreign materials larger than 1/2 cubic foot in volume, from soil as it is stockpiled. Retain topsoil on station. Remove foreign materials larger than 2 inches in any dimension from topsoil used in final grading. Topsoil work, such as stripping, stockpiling, and similar topsoil work shall not, under any circumstances, be carried out when soil is wet, muddy or frozen so that the composition of the soil will be destroyed.
- C. Concrete Slabs and Paving: Score deeply or saw cut to insure a neat, straight cut, sections of existing concrete slabs and paving to be removed where excavation or trenching occurs. Extend pavement section to be removed a minimum of 12 inches on each side of widest part of trench excavation and insure final score lines are approximately parallel unless otherwise indicated. Remove material from site.
- D. Lines and Grades: Registered Professional Land Surveyor or Registered Civil Engineer shall establish lines and grades.
 - 1. Grades shall conform to elevations indicated on plans within the tolerances herein specified. Generally grades shall be established to provide a smooth surface, free from irregular surface changes. Grading shall comply with compaction requirements and grade cross sections, lines, and elevations indicated. Where spot grades are indicated the grade shall be established based on interpolation of the elevations between the spot grades while maintaining appropriate transition at structures and paving and uninterrupted drainage flow into inlets.
 - 2. Contractor is responsible to notify Landscape Architect of any differences between existing elevations shown on plans and those encountered on site by Surveyor/Engineer described above. Notify Landscape Architect of any differences between existing or constructed grades, as compared to those shown on the plans.
 - 3. Subsequent to establishment of lines and grades, Contractor will be responsible for any additional cut and/or fill required to ensure that site is graded to conform to elevations indicated on plans.
- E. Disposal: All materials removed from the property shall be disposed of at a legally approved site, for the specific materials, and all removals shall be in accordance with all

applicable Federal, State and local regulations. No burning of materials is permitted onsite.

3.2 EXCAVATION:

- A. Shoring, Sheet piling and Bracing: Shore, brace, or slope, its angle of repose or to an angle considered acceptable by the Engineer, banks of excavations to protect workmen, banks, adjacent paving, structures, and utilities.
1. Design of the temporary support of excavation system is the responsibility of the Contractor.
 2. Construction of the support of excavation system shall not interfere with the permanent structure and may begin only after a review by the Engineer.
 3. Extend shoring and bracing to a minimum of 5 feet below the bottom of excavation. Shore excavations that are carried below elevations of adjacent existing foundations.
 4. If bearing material of any foundation is disturbed by excavating, improper shoring or removal of existing or temporary shoring, placing of backfill, and similar operations, the Contractor shall immediately notify the Architect and correct situation as directed by the Architect at no additional cost to the Owner. Do not remove shoring until permanent work in excavation has been inspected and approved by Engineer.
- B. Subgrade Protection: Protect subgrades from softening, undermining, washout, or damage by rain or water accumulation. Reroute surface water runoff from excavated areas and do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches. When subgrade for foundations has been disturbed by water, remove disturbed material to firm undisturbed material after water is brought under control. Replace disturbed subgrade in trenches with concrete or material approved by the Engineer.
- C. Blasting: Blasting of materials classified as rock shall be permitted only when authorized in writing by Owner. Contractor shall meet all federal, state, and local requirements.
1. Blasting shall be done with explosives of quantity and power, and fired in such sequence and locations as to not injure personnel, damage or crack rock against which concrete is to be placed, damage property, or damage existing work or other portions of new work. Contractor shall be responsible for damage caused by blasting operations at no additional cost to Owner.
- D. Proofrolling:
1. After rough grade has been established in cut areas and prior to placement of fill in fill areas under building and pavements, proofroll exposed subgrade with a fully loaded dump truck to check for pockets of soft material.
 2. Proofrolling shall consist of at least two complete passes with one pass being in a direction perpendicular to preceding one. Remove any areas that deflect, rut, or pump excessively during proofrolling, or that fail to consolidate after successive passes to suitable soils and replaced with compacted fill. Maintain subgrade until succeeding operation has been accomplished.

- E. Building Earthwork:
1. Excavation shall be accomplished as required by drawings and specifications.
 2. Excavate foundation excavations to solid undisturbed subgrade.
 3. Remove loose or soft materials to a solid bottom.
 4. Fill excess cut under footings or foundations with 3000 psi concrete poured separately from the footings.
 5. Do not tamp earth for backfilling in footing bottoms, except as specified.
 6. Slope grades to direct water away from excavations and to prevent ponding.
- F. Site Earthwork: Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation. Excavation shall be accomplished as required by drawings and specifications. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, complying with OSHA requirements, and for inspections. Remove subgrade materials that are determined by Landscape Architect and/or Engineer as unsuitable, and replace with acceptable material. If there is a question as to whether material is unsuitable or not, the contractor shall obtain samples of the material, under the direction of the Landscape Architect and/or Engineer, and the materials shall be examined by an independent testing laboratory for soil classification to determine whether it is unsuitable or not. When unsuitable material is encountered and removed, contract price and time will be adjusted in accordance with the specifications.
1. Site Grading:
 - a. Provide a smooth transition between adjacent existing grades and new grades.
 - b. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
 - c. Slope grades to direct water away from buildings and to prevent ponds from forming where not designed. Finish subgrades to required elevations within the following tolerances:
 - 1) Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2) Walks: Plus or minus 1 inch.
 - 3) Pavements: Plus or minus 1/2 inch.
 - d. Grading Inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10 foot straightedge.

3.3 FILLING AND BACKFILLING:

- A. General: Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation. For fill and backfill, use excavated materials and borrow meeting the criteria specified herein, as applicable. Borrow will be supplied at no additional cost to the Owner. Do not use unsuitable excavated materials. Do not backfill until foundation walls have been completed above grade and adequately braced, waterproofing or dampproofing applied,

foundation drainage, and pipes coming in contact with backfill have been installed and work inspected and approved by Engineer.

- B. Placing: Place materials in horizontal layers not exceeding 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers and then compacted. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure. Place no material on surfaces that are muddy, frozen, or contain frost.
- C. Compaction: Compact with approved tamping rollers, sheepsfoot rollers, pneumatic tired rollers, steel wheeled rollers, vibrator compactors, or other approved equipment (hand or mechanized) well suited to soil being compacted. Do not operate mechanized vibratory compaction equipment within 10 feet of new or existing building walls without prior approval of Architect. Moisten or aerate material as necessary to provide moisture content that will readily facilitate obtaining specified compaction with equipment used. Compact soil to not less than the following percentages of maximum dry density, according to ASTM D698 or ASTM D1557 as specified below:
 - 1. Fills, Embankments, and Backfill
 - a. Under proposed structures, building slabs, steps, and paved areas, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material to 95 percent.
 - b. Curbs, curbs and gutters to 95 percent.
 - c. Under Sidewalks, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material to 95 percent.
 - d. Landscaped areas, top 16 inches to 85 percent.
 - e. Landscaped areas, below 16 inches of finished grade to 90 percent.
 - 2. Natural Ground (Cut or Existing)
 - a. Under building slabs, steps and paved areas, top 6 inches to 95 percent.
 - b. Curbs, curbs and gutters, top 6 inches to 95 percent.
 - c. Under sidewalks, top 6 inches to 95 percent.

3.5

GRADING:

- A. General: Uniformly grade the areas within the limits of this section, including adjacent transition areas. Smooth the finished surface within specified tolerance. Provide uniform levels or slopes between points where elevations are indicated, or between such points and existing finished grades. Provide a smooth transition between abrupt changes in slope.
- B. Cut rough or sloping rock to level beds for foundations. In pipe spaces or other unfinished areas, fill low spots and level off with coarse sand or fine gravel.
- C. Slope backfill outside building away from building walls for a minimum distance of 6 feet.
- D. Finish grade earth floors in pipe basements as shown to a level, uniform slope and leave clean.
- E. Finished grade shall be at least 6 inches below bottom line of window or other building wall openings unless greater depth is shown.

- F. Place crushed stone or gravel fill under concrete slabs on grade, tamped, and leveled to depths as detailed.
- G. Finish subgrade in a condition acceptable to Landscape Architect and/or Engineer at least one day in advance of paving operations. Maintain finished subgrade in a smooth and compacted condition until succeeding operation has been accomplished. Scarify, compact, and grade subgrade prior to further construction when approved compacted subgrade is disturbed by Contractor's subsequent operations or adverse weather.
- H. Grading for Paved Areas: Provide final grades for both subgrade and base course to +/- 1/2 inch of indicated grades.

3.6 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL:

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off site.
- B. Disposal: Transport surplus satisfactory soil to designated storage areas on site. Stockpile or spread soil as directed by Landscape Architect.
 - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off site.
- C. Place excess excavated materials suitable for fill and/or backfill on site where directed.
- D. Remove from site and legally dispose of any excess excavated materials after all fill and backfill operations have been completed.
- E. Segregate all excavated contaminated soil designated by the Engineer from all other excavated soils, and stockpile on site on two 0.15 mm (6 mil) polyethylene sheets with a polyethylene cover. A designated area shall be selected for this purpose. Dispose of excavated contaminated material in accordance with State and Local requirements.

3.7 CLEAN UP:

- A. Upon completion of earthwork operations, clean areas within contract limits, remove tools, and equipment. Provide site clear, clean, free of debris, and suitable for subsequent construction operations. Legally remove all debris, rubbish, and excess material from site.

END OF SECTION

BITUMINOUS CONCRETE PAVEMENT REPAIR (BID ALTERNATE #1)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Work consists of a gravel base, bituminous concrete binder course and surface course and bituminous sealer conforming to the lines, grade, compacted thickness and typical cross section as shown on the plans. This work shall only take place if Bid Alternate #1 is accepted by the Client.

1.3 RELATED WORK

A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:

1. Section 312000 – Earth Moving.
2. Section 321716 – Granite Curb (Bid Alternate #1)

1.4 SUBMITTALS

A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.

1. Sieve analysis and product certification for processed aggregate.
2. Product certification for bituminous concrete binder and surface courses.
3. Product certification for bituminous joint sealer.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Processed aggregate for base course shall conform to Article M.05.01 of the State Specifications in all applicable respects.

B. The material for the bituminous concrete mixture, sources of supply, formula for the job mix, job mix tolerance, approval of job mix formula and the control of the

mixture shall conform to the requirements of Section M.04 of the State Specifications.

- C. Bituminous binder course gradation shall conform with "Class 1" in Section M.04 of the State Specifications.
- D. Bituminous concrete surface course shall conform to "Class 2" in Section M.04 of the State Specifications.
- E. Bituminous joint sealer to be Spec Plus Crack/Joint Thermo-Sealant, as manufactured by Neyra Industries, 10700 Evendale Drive, Cincinnati, OH, 800-543-7077, www.neyra.com or approved equal.

PART 3 - EXECUTION

3.1 SUBGRADE

- A. Prepare the subgrade for pavement, as detailed on the plans, below and parallel to the finished grade after compaction.

3.2 CONSTRUCTION

- A. The methods employed in performing the work and all equipment, tools, machinery and other plant used in handling materials and executing any part of the work shall conform to all the requirements of Article 3.04.03 for construction of the sub-base and Article 4.06.03 for construction of pavement; State Specifications except as noted below
 - 1. Daily samples of completed work will not normally be required; such samples shall be furnished by the contractor only upon specific request of the Landscape Architect, in which case the Contractor shall remove the samples as directed and replace with the new material equal to that in adjacent areas.
 - 2. The surface of the finished base shall not vary by more than 1/4 inch from a 10 foot straight edge applied parallel to the center line of the base.

END OF SECTION

CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Work under this section shall consist of the preparation and placement of concrete for concrete pavement on the prepared base course where located and as detailed on the plans.

1.3 RELATED WORK

A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:

1. Section 31200 – Earth Moving
2. Section 321400 – Concrete Paving

1.4 SUBMITTALS

A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.

1. Sieve analysis for processed aggregate.
2. Concrete mix design.
3. Product data on expansion joint materials.
4. Product data for slip dowel.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Processed aggregate for base course shall conform to Article M.05.01 of the State Specifications.

- B. Concrete shall conform to Class "C", Section M.03.01 of the State Specifications, except air content to be 6 percent and minimum compressive strength shall be 3,500 psi after 28 days.
- C. Reinforcing, where noted on plans, shall conform to Article M.06.01 of the State Specifications.
- D. Expansion joint materials shall be a 1/2 inch thick poly strip with FS-1 self leveling urethane sealant as manufactured by Progress Unlimited Inc., 381 Sunrise Highway, Lynbrook, N.Y. 11563, (516) 593-4142, or approved equal.
- E. Slip dowels to be Speed Dowel, Product #PSD09/#4TX, as manufactured by Greenstreak Group, 3400 Tree Court Industrial Blvd., St. Louis, MO, 800-325-9504, www.greenstreak.com or approved equal.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare the subgrades for concrete as detailed on the plans, parallel to finish grade after compaction.

3.2 CONSTRUCTION METHODS

- A. The methods employed in performing the work and all equipment, tools, machinery and other plant used in handling materials and executing any part of the work shall conform to all the requirements of Article 3.04.03 for construction of the sub-base.
- B. Concrete pavement shall be of width and extent shown on the plans.
- C. Subgrades shall be parallel to finish grade, to depth specified on the plans.
- D. Refer to Article 4.01.03 of the State Specifications for Construction Methods.
- E. Concrete pavement (on grade) shall have a 1/2 inch poly strip expansion joint where noted on plans, separating all noted panels and between panels, curbs if poured-in-place curbs are specified and where concrete panels abut vertical surfaces (i.e., steps, piers, footings, walls). Remove top strip and fill void to surface with urethane sealant. Refer to manufacturer specifications for specific instructions on installation.
- F. Paving shall have a broom finish, unless otherwise noted on the drawing. Tamp and screed concrete to grade and section, bringing sufficient mortar to the surface for finishing and give broomed finish before concrete sets, perpendicular to line

of travel or as indicated on the plans. Edges of panels shall have a tooled radius.
Broomed finish on handicap ramps to be extra heavy.

- G. Provide slip dowels 12 inches on center at all expansion joints and where concrete pavement abuts building foundation at all door openings unless otherwise noted on the plans.

END OF SECTION

ADA PAVER DETECTABLE WARNING PAD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Contractor shall provide and install concrete pavers as described herein and as detailed on the plans.

1.3 RELATED WORK

A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:

1. Section 312000 - Earth Moving
2. Section 321400 – Paver Walk

1.4 SUBMITTALS

A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.

1. Provide references and list of similar projects demonstrating experience in installing interlocking concrete pavers on projects of similar nature or dollar cost.
2. Product data certification for ADA concrete pavers.
3. Furnish sample installations of each pattern and color.
4. Sieve analysis for base course material.
5. Sieve analysis for permeable base course.
6. Sieve analysis for bedding course material.
7. Sieve analysis for permeable bedding course.
8. Product data certification for polymeric joint sand.
9. Product data for edging material.

PART 2 - PRODUCTS

2.1 MATERIALS

A. The ADA Concrete Pavers for the detectable warning strip are to be ADA

Pavers as manufactured by Unilock, Inc., International Blvd., Brewster, NY 845-278-6700 or approved equal. Color to be Charcoal.

B. Base course material to conform to ASTM C33 No. 57.

E. Bedding course material to conform to ASTM C33 No. 8.

F. Polymer joint sand is to be Unicare Polymeric Sand, Sand Plus as manufactured by Unilock, Inc., International Blvd., Brewster, NY 845-278-6700 or approved equal. Color to be Tan.

G. Plastic edge restraint is to be Pave Edge Pro, as manufactured by Pave Tech Inc., PO Box 576, Prior Lake, MN 800-728-3832, www.pavetech.com or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION.

A. Prepare the subgrade for the paving as detailed on the plans and in conformance with these specifications, finish grade to be parallel after compaction. Subgrade to be compacted to 95% min. dry density.

B. Base course material shall be placed in uniform lifts not exceeding 6 in. loose thickness. Each lift shall be compacted to at least 100 percent Standard Proctor Maximum Dry Density.

C. The base course shall be trimmed to within 0 to 1/2 "of the specified grade. The surface of the prepared base course shall not deviate by more than 1/2" from the bottom edge of a 6' long straight edge laid in any direction.

D. The upper surface of the base course shall be sufficiently well graded and compacted to prevent infiltration of the bedding course into the base both during construction and throughout its service life. Segregated areas of the granular base course shall be blended by the application of crushed fines that have been watered and compacted into the coarse surface.

E. Before commencing the placing of the bedding course and the placement of the ADA concrete pavers, the base shall be inspected by the Landscape Architect.

F. Adequate edge restraint shall be provided along the perimeter of all paving as specified. The face of the edge restraint, where it abuts pavers, shall be vertical down to the subbase. All edge restraints shall be constructed to dimensions and levels specified and shall be supported on a compacted subbase not less than 6 in. thick.

G. The bedding course shall be spread evenly over the A base course and screeded to

a nominal 1 in. thickness, not exceeding 1 1/2 in. thickness. The screeded bedding course material should not be disturbed. Sufficient bedding course material shall be placed in order to stay ahead of the laid pavers. Bedding course material shall not be used to fill depressions in the base surface.

H. ADA Concrete Pavers shall be free of foreign material before installation. ADA Concrete Pavers shall be inspected for color distribution and all chipped, damaged or discolored pavers shall be replaced.

I. ADA Concrete Pavers shall be laid in the pattern(s) as shown on the drawings. Straight pattern lines shall be maintained.

J. Joints between the pavers on average shall be between 1/16 in. and 3/16 in. wide. Note: Some paver shapes do not have spacer bars. Consult the manufacturer for recommended joint widths.

K. Gaps at the edges of the paved area shall be filled with cut pavers or edge units. Note: Units cut no smaller than one-third of a whole paver are recommended along edges subject to vehicular traffic.

L. Pavers to be placed along the edge shall be cut with a double blade paver splitter or masonry saw.

M. The paver surface shall be swept clean of all debris before compacting, in order to avoid damage from point loads.

N. A low amplitude, high frequency plate compactor shall be used to compact the pavers into the sand.

O. In order to obtain the full interlocking effect over the entire area the following points should be observed

1. The ADA Concrete Pavers should be laid according to patterns specified on plan, true to line and grade. Contractor shall check its grade and consistency at regular intervals.

2. The ADA Concrete Pavers must be laid close jointed by placing the peaks of the units well into the corresponding angular recesses. The joints between the adjoining units in line should not exceed 1/8 inch.

3. A vibrating plate should be used finally to compact ADA Concrete Pavers to the required profile. It is important that the plate used is adequate for this purpose.

4. The joints of the paving are to be filled with polymeric joint sand. Proper filling of the joints with polymeric joint sand is important.

3.2 INTERFACE BETWEEN PAVEMENT TYPES

A. In locations where ADA concrete paver pavement abuts pavement of other type, the Contractor shall transition depths of base course material and bedding course material such that the minimum required depth of these courses is provided below the various pavement types.

B. Change of depth of material shall occur in a transition area which shall be constructed so that the material slopes up or down, as required, at a 45 degree angle maximum.

END OF SECTION

PAVER WALK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK

- A. Contractor shall provide and install concrete pavers as described herein and as detailed on the plans.

1.03 RELATED WORK

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
 - 1. Section 321313 – Concrete Paving
 - 2. Section 321716 – Granite Curb (Bid Alternate #1)

1.04 SUBMITTALS

- A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.
 - 1. Contractor shall provide references and list of similar projects demonstrating experience in installing interlocking concrete pavers on projects of similar nature or dollar cost.
 - 2. Product data certification for concrete pavers.
 - 3. Contractor shall furnish sample installations of each pattern and color.
 - 4. Sieve analysis for base material.
 - 5. Sieve analysis for bedding course and polymer joint sand.
 - 6. Product data for plastic edge restraint.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The Pavers are to be determined:
 - 1. Pavers to be from stockpile of existing pavers or new pavers to match existing pavers or approved equal.
- B. Bedding course is to be clean well graded sand to ASTM specification C 33.
- C. Polymer joint sand is to be as per manufacturer specification.
- D. Base course to be processed aggregate as specified in Article M.05.01 of the State Specifications.
- E. Plastic edge restraint to be Pave Edge Pro as manufactured by Pave Tech, Inc., P.O. Box 576, Prior Lake, Minnesota, 800-728-3832, www.pavetech.com or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION ON SAND SETTING BED

- A. Prepare the subgrade for the paving as detailed on the plans and in conformance with these specifications, finish grade to be parallel after compaction. Subgrade to be compacted to 95% min. dry density.
- B. The base shall be placed in uniform lifts not exceeding 6 in., loose thickness and compacted to at least 100 percent Standard Proctor Maximum Dry Density as per ASTM 698.
- C. After proper construction of the plastic edge restraints for the interlocking concrete pavement as per Section 3.01.G, and upon approval by the Landscape Architect, aggregate base shall be placed in uniform lifts not exceeding 6 in. loose thickness. Each lift shall be compacted to at least 100 percent Standard Proctor Maximum Dry Density.
- D. The base course shall be trimmed to within 0 to ½ in. of the specified grade. The surface of the prepared base shall not deviate by more than ½ from the bottom edge of a 6' long straight edge laid in any direction.
- E. The upper surface of the base shall be sufficiently well graded and compacted to prevent infiltration of the bedding sand into the base both during construction and throughout its service life. Segregated areas of the granular base shall be blended

by the application of crushed fines that have been watered and compacted into the surface.

- F. Before commencing the placing of the sand bedding course and the placement of the interlocking concrete pavers, the base shall be inspected by the Landscape Architect.
- G. Adequate edge restraint shall be provided along the perimeter of all paving as specified. The face of the edge restraint, where it abuts pavers, shall be vertical down to the subbase. All edge restraints shall be constructed to dimensions and levels specified and shall be supported on a compacted subbase not less than 6 in. thick.
- H. The bedding sand shall be spread evenly over the base course and screeded to a nominal 1 in. thickness, not exceeding 1 ½ in. thickness. The screeded sand should not be disturbed. Sufficient sand shall be placed in order to stay ahead of the laid pavers. Bedding sand shall not be used to fill depressions in the base surface.
- I. Pavers shall be free of foreign material before installation. Pavers shall be inspected for color distribution and all chipped, damaged or discolored pavers shall be replaced.
- J. The pavers shall be laid in the pattern(s) to match existing paver pattern. Straight pattern lines shall be maintained.
- K. Joints between the pavers on average shall be as per manufacturer's recommendations. Some paver shapes do not have spacer bars. Consult the manufacturer for recommended joint widths.
- L. Gaps at the edges of the paved area shall be filled with cut pavers or edge units. Note Units cut no smaller than one-third of a whole paver are recommended along edges subject to vehicular traffic.
- M. Pavers to be placed along the edge shall be cut with a double blade paver splitter or masonry saw.
- N. The paver surface shall be swept clean of all debris before compacting, in order to avoid damage from point loads.
- O. A low amplitude, high frequency plate compactor shall be used to compact the pavers into the sand.
- P. In order to obtain the full interlocking effect over the entire area the following points should be observed

1. The Concrete Pavers should be laid according to patterns specified on plan, true to line and grade. Contractor shall check its grade and consistency at regular intervals.
2. The Concrete Pavers must be laid close jointed by placing the peaks of the units well into the corresponding angular recesses. The joints between the adjoining units shall be as per manufacturer's recommendations.
3. A vibrating plate should be used finally to compact the Concrete Pavers to the required profile. It is important that the plate used is adequate for this purpose.
4. The joints of the pavers are to be filled with polymer joint sand. Proper filling of the joints with polymer joint sand is important.

END OF SECTION

GRANITE CURB (BID ALTERNATE #1)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Contractor shall provide and install granite curbing as described herein and as detailed on the plans. This work shall not commence unless Bid Alternate #1 is accepted by the Owner.

1.3 RELATED WORK

A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following

1. Section 312000 – Earth Moving.
2. Section 321216 – Bituminous Concrete Pavement Repair (Bid Alternate #1).

1.4 SUBMITTALS

A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.

1. Product data for granite curbing.
2. Mix design for concrete.

PART 2 - PRODUCTS

2.1 MATERIALS

1. Granite curbing to be Type "V" split face, sawn top, split or sawn bottom. Granite shall conform to the requirements in Article M.12.08 of the State Specification in all applicable respects. Curb shall be hard, durable granite, free from seams and other defects which affect structural strength. Ends of stone shall be square with panes of top and face when placed end to end closely as possible, no space more than 1 inch show shall in the joint. Curb front face shall be smooth, quarry split, at right angles to the

top. No drill holes in exposed face permitted. Exposed surface shall have no projections greater than 3/4 inch or depressions greater than 1/2 inch.

2. Concrete to conform to Class C, Section M02.01 of the site specifications except air content to be 6% and min. compressive strength to be 3500 PSI after 28 days.

PART 3 - EXECUTION

3.1 INSTALLATION

1. Curb shall be set to line and grade shown on the drawings, projecting 6 inches above finished grade of the pavement, as detailed, with mortar joints. Match mortar color to color of granite.
2. Place 1 cubic foot of concrete in back of each joint.

END OF SECTION

BRICK WALL AND PILLAR WITH PRECAST CONCRETE CAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

The general provisions of Contract, including General and Supplementary Conditions sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Provide and install brick wall and pillars as detailed and where specified on the plans. Work to include excavation, concrete footing, CMU base, steel reinforcing, brick facing and precast concrete cap.

1.3 RELATED WORK

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
 - 1. Section 321400 – Paver Walk

1.4 SUBMITTALS

- A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.
 - 1. A shop drawing detailing brick wall and pillars including concrete block, reinforcing steel, footing, thin brick facing and precast cap.
 - 2. Sample of thin brick for approval of finish and color.
 - 3. Concrete mix for footings.
 - 4. Product data for Laticrete Thin Brick Mortar
 - 5. Product data for Laticrete Air & Water Barrier
 - 6. Product data for Laticrete Thin Brick Mortar
 - 7. Product data for Laticrete Masonry Pointing Mortar
 - 8. Design mix for mortar for concrete cap.
 - 9. Concrete mix for precast cap.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Thin brick to be Thin Brick as manufactured by Glen-Gery Brick, 423 s. Pottsville Pike, Shoemakersville, PA 19555, 800-854-4780, www.glengery.com or approved equal. Color to match brick on existing site walls.
- B. Reinforcing steel to meet requirements of state specifications, Section M.06.01.
- C. Poured concrete to be Class C, except strength to be 3,500 PSI min. @ 28 days and air entrainment to be 6% (+/- 1%).
- D. Concrete Masonry Units to meet ASTM C90
- D. Mortar to meet requirements of state specifications, section M.11.04.
- E. Laticrete Thin Brick Mortar as manufactured by Laticrete International, Inc., One Laticrete Park North, Bethany, CT 06524-3423, 1.800.243.4788, www.laticrete.com or approved equal. Mortar must meet ANSI A118.4 standards.
- F. Laticrete Air & Water Barrier as manufactured by Laticrete International, Inc., One Laticrete Park North, Bethany, CT 06524-3423, 1.800.243.4788, www.laticrete.com or approved equal.
- G. Laticrete Masonry Pointing Mortar as manufactured by Laticrete International, Inc., One Laticrete Park North, Bethany, CT 06524-3423, 1.800.243.4788, www.laticrete.com or approved equal.
- H. Concrete for precast cap to be 4000 psi min hardrock concrete type III. Color and finish shall match existing precast concrete caps or approved equal.

PART 3 - EXECUTION

3.1 WALL CONSTRUCTION

- A. Excavate area to line and depth as per plans and details. Subgrade at wall footing to be compacted to 95% min. dry density.
- B. Pour concrete footing as detailed for full length of wall. Steel reinforcing to be integral with footing.
- C. Construct wall base with standard concrete masonry units as detailed. Place CMU's with holes up and integrated with steel reinforcing. CMU's to be mortared together and to concrete footing. Fill CMU's with concrete.

- D. Attach approved thin brick facing to CMU wall core using the following layers as per the manufacturer's instructions:
1. Laticrete Thin Brick Mortar (skim coat)
 2. Laticrete Air & Water Barrier
 3. Laticrete Thin Brick Mortar (for adhesion)
 4. Laticrete Masonry Pointing Mortar
 5. Glen Gery Thin Brick
- E. Mortar precast concrete cap to top of wall.
- F. Backfill at wall as per plans and details.

END OF SECTION

TOPSOILING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Work consists of stripping and stockpiling of existing on-site topsoil and/or furnishing, placing and shaping topsoil in areas shown on the plans.

1.3 RELATED WORK

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
1. Section 312000 – Earth Moving.
 2. Section 329200 - Seeding.
 3. Section 329300 - Trees, Plants and Ground Cover.

1.4 SUBMITTALS

- A. The Contractor will submit the following samples, certifications or test results prior to use on the project. Cost of all tests will be the Contractors responsibility. Contractor must submit test results for on-site existing topsoil and any new topsoil delivered to the site.
1. Soil amendment requirements as determined by an approved testing laboratory for existing topsoil and each source of borrow topsoil.
 2. Ph of soil by an approved testing laboratory
 3. Organic content of soil by an approved testing laboratory.
 4. Mechanical analysis by an approved testing laboratory for topsoil. Analysis will include sand, silt, and clay and a 200 sieve hydrometer wash as per ASTM D 422 to isolate specific percentages of silt and clay.
 5. The testing laboratory will be as follows or an approved equal:

UCONN Soil Nutrient Analysis Laboratory
6 Sherman Place
Unit 5102
Storrs, Connecticut 06269

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. The term topsoil used herein will mean that portion of the soil defined technically as the "A" horizon by the Soil Science Society of America. It will contain 5 percent organic matter as determined by loss-on-ignition of oven-dried samples drawn by the approved testing laboratory.
- B. The following textural classes, as determined on the basis of material passing the 20-mesh sieve and subjected to partial mechanical analysis, will be acceptable:
 - 1. Loamy sand, with not more than 80 percent sand.
 - 2. Sandy loam.
 - 3. Loam.
 - 4. Sandy clay loam, with not more than 30 percent clay.
 - 5. Silt loam, with not more than 60 percent silt.
- C. Topsoil is to be natural, fertile soil capable of growing viable plant growth, uniform in composition without subsoil, stones 1-1/4 inch in overall dimensions, lumps, live plants, roots or other extraneous material. Topsoil will contain no less than 5% organic matter. Topsoil will be obtained from local sources with similar soil characteristics as onsite topsoil. Topsoil will be delivered in such a manner as not to cause damage to the site and/or buildings. Any necessary repair will be the responsibility of the contractor, at no additional cost to the owner. The topsoil will also be free from any material that will prevent suitable plant growth.
- D. The Contractor will notify the Landscape Architect of the location from which he proposes to furnish topsoil to the project at least 15 calendar days prior to delivery, if he needs additional topsoil.
- E. The topsoil and its source will be inspected and approved by the Landscape Architect before the material is delivered to the project. Any material delivered to the project which does not meet specifications, or which has become mixed with undue amounts of subsoil during any operation at the source or during placing or spreading, will be rejected and will be replaced by the Contractor with acceptable material at no extra cost to the Owner.

2.2 PLANTING SOIL

- A. Soil material to be used for plant pit backfill will meet the requirements of the above, with the exception that it may also contain soil material that originates from the "A" or "B" horizons of the soil profile. The acceptable textural classes for planting soil will be:
1. Loamy sand, with not more than 80 percent sand.
 2. Sandy loam.
 3. Loam.
 4. Silt loam, with not more than 60 percent silt.
 5. Clay loam, with not more than 30 percent clay.
 6. Sandy clay loam, with not more than 30 percent clay.
- B. Planting soil will be made loose and friable, will be free from refuse, stumps, roots, brush, weeds, rocks and stones 1-1/4 inches in overall dimensions. The planting soil will also be free from any material that will prevent the proper installation of the plant material or prevent the growth of plants.
- C. pH of planting soil for trees, shrubs and perennials will be adjusted by contractor to meet the requirements as shown on the Site Soil plan.
1. For ericaceous plants and broad-leaved evergreens requiring an acid soil:
 - a. Planting soil will have a true pH of 4.5 to 5.5. If it has not, it will be amended by the contractor at his own expense to the proper pH range. To raise pH add oyster shell lime (or approved equal) at rate per manufacturer's recommendations. To lower pH add aluminum sulfate (or approved equal) at rate per manufacturer's recommendations.
 2. For non-acid-loving plants requiring a basic soil:
 - a. Planting soil will have a true pH value of 6.5 to 7.0. If it has not, it will be amended by the contractor at his own expense to the proper pH range. To raise pH add oyster shell lime (or approved equal) at rate per manufacturer's recommendations. To lower pH add aluminum sulfate (or approved equal) at rate per manufacturer's recommendations.

The above amendments will be considered as a minimum amendment requirement for the project. Additional amendments may be required as determined by the soil test results. Landscape Architect will make final determination for need of additional amendments prior to placement of planting soil.

- D. pH of planting soil for lawn areas will be adjusted by contractor to be 6.5. To raise pH add oyster shell lime (or approved equal) at rate per manufacturer's recommendations. To lower pH add aluminum sulfate (or approved equal) at rate per manufacturer's recommendations.

The above amendments will be considered as a minimum amendment requirement for the project. Additional amendments may be required as determined by the soil test results. Landscape Architect will make final determination for need of additional amendments prior to placement of planting soil.

- E. The Landscape Architect reserves the right to draw such samples and to perform such tests as Landscape Architect deems necessary to assure that these specifications are met.

PART 3 - EXECUTION

3.1 STRIPPING OF TOPSOIL

- A. Strip all topsoil of acceptable quality from within the contract limit line where construction work occurs. Special attention will be taken where stripping operations meet areas of existing trees to avoid damage to tree root systems. Areas to be regraded or resurfaced will be stripped of topsoil without the admixture of subsoil; protect the stockpile against loss and the admixture of debris. Remove from the topsoil when stripped all sticks, stone and refuse four inches or more in any dimension. Do not strip topsoil in a muddy or frozen condition.

3.2 PLACEMENT OF TOPSOIL

- A. Topsoil will not be removed from the property until construction is completed, and will be stored in neat soil banks for use as required under this Section. Contractor to install silt fence or hay bales around perimeter of all topsoil stockpiles.
- B. The areas on which topsoil is to be placed will be graded to a reasonably true surface. Prior to placing topsoil, contractor will rake subsoil of all debris and scarified to a depth of 3". In areas of compaction contractor will use a rototiller to loosen the subsoil. Topsoil will then be spread and shaped to the lines and grades shown on the plans, or as directed by the Landscape Architect. The topsoil is to be placed 6 inches deep in lawn areas and 12 inches deep in plant beds after settlement of material has taken place unless otherwise shown on plans. All stones, roots, debris, sod, weeds and other undesirable material will be removed. After shaping and grading, all trucks and other equipment will be excluded from the topsoiled area to prevent excessive compaction. The Contractor will perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.
- C. During hauling and spreading operations, the Contractor will immediately remove any material dumped or spilled on pavement areas.

- D. It will be the Contractor's responsibility to restore to the line, grade and surface all eroded areas with approved material and to keep topsoiled areas in acceptable condition until the completion of the construction work.

END OF SECTION

SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The work included in this item shall consist of providing an accepted uniform stand of established perennial turf grasses by furnishing and placing fertilizer, seed and mulch on all areas to be treated as shown on the plans.

1.3 RELATED WORK

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following

1. Section 329113 - Topsoiling.

1.4 SUBMITTALS

- A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.
1. Fertilizer Form of Affidavit (On Official Stationery of Supplier) certifying compliance with State and Federal regulations and Standards of the Association of Official Agricultural Chemists.
 2. Seed Form of Affidavit (On Official Stationery of Supplier) certifying compliance with State and Federal regulations and testing provisions of the Association of Official Seed Analysts for each shipment of seed for this project.
 3. Product data for erosion control matting.

PART 2 - PRODUCTS

- 2.1 All materials furnished in accordance with the requirements of this specification shall be delivered, where applicable, in sealed, unbroken packages bearing the brand and maker's name and shall be stored on platforms and be properly covered to protect them from the weather and damage.

- A. Limestone (calcium carbonate) Containing minimum of 80% calcium and magnesium carbonates, Certified analysis 100% to pass #10 mesh sieve, 90% to pass #100 mesh sieve, 50% to pass #200 sieve.

- B. Organic Fertilizer Commercial composite fertilizer, uniform in composition, dry and free flowing. It shall bear the manufacturer's guaranteed statement of analysis which shall be 5-10-5 for original fertilization and 10-6-4 for refertilization with 50% organic nitrogen. Any fertilizer which becomes caked or otherwise damaged, rendering it unsuitable for use, will not be accepted.
- C. Seed of the previous year's crop. Weed seed content not to exceed 1% by weight. Seed shall conform to the following requirements
- D. Organic weed control plus fertilizer – a pre-emergent granular formula of corn gluten plus organic fertilizer.
- E. Seeded Lawn mixture will be "Drought Tough" mixture as manufactured by Jonathan Green, 1-800-243-0047, or approved equal. Seed mix shall be as follows:

<u>Name</u>	<u>Proportion</u>	<u>by Weight</u>
Black Magic Turf type Fescue		30%
Taos Turf Tall Fescue		30%
Tombstone Turf type Tall Fescue	20%	
Darkstar II Perennial Rye Grass	10%	
Deepblue Kentucky Blue Grass	10%	

Mixture will be sown as per manufacturer's recommendations.

- F. Water Potable.
- G. Mulch Straw mulch, composed of stalks or stems of grain after threshing.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

3.2 PREPARATION OF TOPSOIL OR SURFACE

- A. Harrow or rake the topsoil or surface to a depth of 3 inches.
- B. Remove debris and stones having any dimension greater than 1-1/4 inches.

- C. For seeded lawn apply limestone at rates determined by testing and thoroughly incorporate into the upper 1 inch of topsoil.
- D. For seeded lawn apply fertilizer at rates determined by testing and thoroughly incorporate into the upper 1 inch of topsoil.
- E. Rake finish surface smooth.
- F. Install erosion control matting as shown on plans and as per manufacturer's recommendations.

3.3 RATE OF APPLICATION

Seed Mixture 'A'

<u>Materials</u>	<u>per 1,000 sf</u>
Limestone	as determined by testing
Fertilizer	as determined by testing
Seed	6 pounds
Refertilizing	20 pounds
Straw mulch	4-1/2 tons per acre

3.4 SEEDING

- A. Sow seed, applying half the quantity in one direction and the remaining quantity at right angles to it.
- B. Do not sow seed on a windy day or when the ground is frozen, wet or otherwise non-tillable.
- C. Cover seed with a thin layer of topsoil by raking or dragging. Cover with straw mulch, loosely spread to a uniform depth.
- D. Under this specification, hydro-seeding is not acceptable unless by written approval of the Landscape Architect.

3.5 SEEDING SEASON

- A. The calendar dates for seeding shall be
 - 1. Spring - March 15 to June 15
 - 2. Fall - August 15 to October 15
- B. All disturbed soil areas shall be treated during the seeding season.
 - 1. Areas at final grade Permanent seeding will be accomplished.

2. Areas not to be brought to final grade for an extended period of time during 'in season' periods shall be temporarily seeded with perennial rye-grass (*Lolium perenne*) at the rate of no less than 175 lbs of seed mixture/acre. Refer to sub-article 9.50.03-3 of the State Specifications for additional requirements.
3. During "out-of-season" periods, unseeded areas shall be treated in accordance with Section 2.10.01 - 2.10.03, Water Pollution Control, of the State Specifications. "Out-of-season" treatments shall be removed prior to seeding unless otherwise directed by the Landscape Architect.

3.6 MAINTENANCE

- A. Maintain a moist seed bed at all times. Water seed bed so that the topsoil is wet to a depth of 2 inches. Apply one complete coverage to the seeded area in an 8 hour period.
- B. Protect the seed bed with temporary fencing that will keep all traffic off the area until a satisfactory stand of grass has been established as specified in 3.07.C of this section.
- C. After the grass has appeared, reseed all areas which have failed to show a uniform stand of grass.
- D. Maintain all seeded areas until acceptance. Maintenance includes any or all of the following, whichever are necessary
 1. Regrading.
 2. Refertilizing.
 3. Reseeding.
 4. Watering.
 5. Weeding.
 6. Rolling.
- E. Mowing: When average height of grass becomes 3-1/2 inches, mow to the height of 2-1/2 inches. Remove heavy clippings. Mixtures 'B, C & D' shall not be mowed.

3.7 INSPECTION AND ACCEPTANCE OF SEEDED AREAS

- A. Submit written notice requesting inspection by the Landscape Architect at least 10 days prior to the anticipated date.
- B. No seeded areas will be inspected for acceptance
 1. Prior to 60 days from date of seeding.

2. Prior to the completion of two mowings.
- C. A satisfactory stand of grass or forbes which is acceptable is defined as consisting of a uniform stand of at least 60% established permanent grass or forbes species. An acceptable stand of grass or forbes will be determined by the Landscape Architect.
- D. Organic weed control plus fertilizer will be applied according to manufacturer's specifications on all turf areas the following Spring after full germination and lawn acceptance.

END OF SECTION

TREES, PLANTS AND GROUNDCOVERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. The work under these items will consist of furnishing, planting and mulching trees, shrubs, ground cover and perennial plants of the type and size indicated on the plans. It will also include all incidental operations, such as plant pit excavation, fine grading and preparing all groundcover/perennial beds, mulching, protection, maintenance and replacement of dead and unsatisfactory plants or unsatisfactory materials before final acceptance of the contract.

1.3 RELATED WORK

A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following

1. Section 329113 - Topsoiling

1.4 SUBMITTALS

A. The Contractor will submit the following samples, certifications or test results prior to use on the project.

1. Submit certificates of inspection by governmental authorities that each shipment is free from disease and infestation.
2. Variety certification for all plant material.
3. Product Data and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials, anti desiccant, preemergent herbicide, synthetic polymer.
4. Product data for mycorrhiza spores.
5. Sample of mulch
6. Planting Schedule Submit proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site.
7. Maintenance Instructions Submit typewritten instructions recommending

procedures to be established by Owner for maintenance of landscape work.
Submit prior to expiration of required maintenance period(s).

8. Product data for strip drain material.

1.5 QUALITY ASSURANCE

- A. Subcontract landscape work to a single firm specializing in landscape work.
- B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- C. Do not make substitutions. If specified landscape material is not obtainable, submit to the Landscape Architect written proof of non-availability and proposal for use of equivalent material. When authorized in writing, adjustment of contract amount will be made.
- D. Analysis and Standards. Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
- E. Trees and Shrubs. Provide trees, shrubs and plants of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Trees, shrubs and plants of larger size may be used if acceptable to Landscape Architect, and if sizes of roots or balls are increased proportionately. Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.
- F. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.
- G. Inspection. The Landscape Architect will select and tag trees and shrubs at the source before delivery to the site. The Landscape Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees and shrubs immediately from project site.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. Plant names will agree with the nomenclature of "Standardized Plant Names" as adopted by the American Joint Committee on Horticulture Nomenclature, 1942 Edition. Size and grading standards will conform to those of the American Association of Nurserymen unless otherwise specified. No substitution will be permitted except by written permission of the Landscape Architect.

- B. The quality of all plants will be typical of their species or variety. They will have normal well-developed branches and vigorous root systems. They will be free of fibrous defects, disfiguring knots, sunscald injuries, abrasions of the bark, plant disease, insect eggs, boxes and all forms of infestations. All plants will be nursery-grown unless otherwise stated. They will have been growing under the same climatic conditions as the location of this project for at least two years prior to date of planting on this project. Plants held in cold storage will be rejected.
- C. For measurement purposes, a plant will be dimensioned as it stands in its natural position. Trees will be calipered 6 inches above ground. Stock furnished will be a fair average of the minimum and maximum sizes specified. Large plants cut back to sizes specified will not be accepted.
- D. Provide balled and burlapped single stem trees except where special forms are shown or listed.
- E. Provide deciduous shrubs as indicated on plant list. Container grown deciduous shrubs will be acceptable in lieu of balled and burlapped deciduous shrubs where indicated on the plans subject to specified limitations for container grown stock and after approval of Landscape Architect.
- F. Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type of evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B&B) evergreens. Container grown evergreens will be acceptable subject to specified limitations for container grown stock and after approval of Landscape Architect.
- G. All balled and burlapped plants must come from soil which will hold a firm ball. The latter will be wrapped with burlap, or a similar approved material, and tightly laced in such a manner as to hold the balls firm and intact. All balled and burlapped material arriving with broken or loose balls, or with manufactured balls will be rejected.

2.2 SOIL AMENDMENTS

- A. Soil amendments will meet the following minimum requirements. Quantity and type of soil amendment required will be as per topsoil testing. Contractor will review topsoil test with Landscape Architect prior to adding amendments and adjust application rates as directed.
 - 1. Lime Oyster shell lime as manufactured by Planet Natural, 1612 Gold Ave., Bozeman, MT, 800-289-6656; Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve or approved equal.
 - 2. Peat Humus FS Q-P-166 and with texture and pH range suitable for intended use.

3. Nitrogen Blood meal (13-1-0) or approved equal.
4. Phosphorous Commercial, steamed, finely ground Bonemeal (2-14-0); Natural rock phosphate (0-3-0) or approved equal
5. Potassium Sul-Po-Mag (0-0-22) as supplied by Planet Natural, 1612 Gold Ave., Bozeman, MT, 800-289-6656 or approved equal.
6. Manure Well rotted, unbleached stable or cattle manure containing not more than 25% by volume of straw, sawdust or other bedding materials and containing no chemicals or ingredients harmful to plants.
7. Commercial Fertilizer Nutri-Rich 8-3-3 organic fertilizer as manufactured by D. Stutzman Farms, PO Box 307, Canby, OR, 888-877-7665 or approved equal.
8. Compost Composted organic matter.
9. Mycorrhiza spores Mycorrhizal Landscape Inoculant as manufactured by BioOrganics, 2153 Vista del Mundo, Santa Maria, CA, 888-332-7676 or approved equal.

2.3 MATERIALS

- A. Anti-Desiccant Emulsion type, film-forming agent designed to permit transpiration, but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
- B. Water management polymer Terrasorb AG as distributed by Industrial Services International, Inc. Bradenton, FL., or approved equal.
- C. Organic pre-emergent weed control containing corn gluten, or approved equal.
- D. Organic mulch will be prepared shredded pine bark mulch. The material will be free from rot, leaves, twigs, shavings, debris and any material injurious to plant growth.

PART 3 - EXECUTION

3.1 PLANT MATERIALS FURNISHED AND PLACED

- A. The Contractor will stake all plant locations in the field as per the planting plan. Contractor will obtain Landscape Architects approval for all plant locations prior to installing plants.
- B. The contractor will excavate all plant pits and will furnish, plant, maintain and replace all plant materials specified in the "Plant List" in accordance with these specifications and as shown on the drawings and as directed by the Landscape Architect.

- C. The Contractor will be liable for any damage to property caused by planting operations, and all areas disturbed by construction will be restored by the contractor to their original condition to the satisfaction of the Landscape Architect.
- D. The Contractor will ascertain exact locations of utility structures in the area of proposed landscape development. The Contractor is responsible for any damage and will replace or repair any damage at the Contractor's expense. Changes in the locations of plant material due to utility or other underground obstructions will not be cause for extra compensation.
- E. In preparing plants for moving, all precautions customary and in good practice will be taken, and workmanship that fails to meet the highest standards will be rejected. All plants will be dug to retain as many fibrous roots as possible. The size of the ball of balled and burlapped and balled and platformed plants will be at least 12 inches in diameter for every inch of the maximum caliper size specified. The ball will be a solid ball of earth securely held in place by burlap and a stout rope. Oversize, exceptionally heavy plants are acceptable if the size of ball or spread of the roots is proportionately increased. Loose, broken or fabricated balls of earth will be rejected. Balled and platformed plants will be securely tied with a stout rope to sturdy platforms equal in size to the diameter of the upper half of the ball of earth.
- F. For delivery, all plants will be packed, transported and handled with utmost care to ensure protection against injury. Each shipment will be certified by the State and Federal Authorities to be free from disease and infestation. Any inspection certificate required by law to this effect will accompany each shipment invoice or order of stock. On arrival, the certificate will be filed with the Landscape Architect. Balled and burlapped plants will be set on the ground and the balls covered with moist soil. Deliver plant material after preparations for planting have been completed and plant immediately. If planting is delayed more than six hours set plant material in shade; protect from damage and keep roots moist.
- G. All plants are subject to inspection and approval at point of origin before or after award of contract. No plant material will be planted until inspected and approved. Any rejected plant material will be immediately removed from the site and replaced with acceptable plant material at no extra cost to the Owner.

3.2 PLANTING PROCEDURES

- A. Planting Season Seasons for planting, unless otherwise authorized by the Landscape Architect, will be within the following dates

Deciduous Material

Spring March 21 to June 1
Fall Sept. 1 to Nov. 1

Evergreen Material

April 1 to June 1
Aug. 21 to Oct. 15

- B. Beds of topsoil previously spread in accordance with these specifications will be reworked until they are friable, free from mortar and debris, accurate to line and grade

and otherwise suitable for planting operations. Scarify any subgrade areas to 3" depth before spreading any topsoil or planting mixture. Subgrade to be rototilled, in areas of compaction, prior to placement of topsoil.

- C. Plant bed backfill mixture for trees and shrubs will be (as a minimum)
1. 1 CY composted manure, 1 bale of peat moss, 3 CY topsoil.
 2. "Nutri-Rich 8-3-3" organic fertilizer as manufactured by D. Stutzman Farms, PO Box 307, Canby, OR, 888-877-7665 or approved equal. Thoroughly mix into plant pit backfill mix at rate recommended by manufacturer.
 3. pH of plant pit backfill mixture will be adjusted by contractor to meet the requirements as shown on the site soil plan and as indicated below
 - a. For ericaceous plants and broad-leaved evergreens requiring an acid soil
 1. Planting pit backfill shall have a true pH of 4.5 to 5.5. If it has not, it shall be amended by the contractor at his own expense to the proper pH range by thoroughly mixing plant pit backfill mixture with sulphur. Incorporate sulfur at rates per manufacturer's recommendations.
 - a. For non-acid-loving plants requiring a basic soil
 1. Planting pit backfill shall have a true pH value of 6.5 to 7.0. If it has not, it shall be amended by the contractor at his own expense to the proper pH range by mixing with oyster shell lime or approved equal. Thoroughly incorporate oyster shell lime into the plant pit backfill mix at rate as per manufacturer's recommendations.

The above amendments will be considered as a minimum amendment requirement for the project. Additional amendments may be required as determined by the soil test results. Landscape architect will make final determination for need of additional amendments prior to placement of plant pit backfill mixture.

- D. Soil for use in lawn areas will be (as a minimum)
1. 1 cy composted manure, 1 bale of peat moss, 3 cy topsoil.
 2. "Nutri-Rich 8-3-3" organic fertilizer as manufactured by D. Stutzman Farms, PO Box 307, Canby, OR, 888-877-7665 or approved equal. After spreading and leveling soil, till or rake fertilizer into the top 2" of soil at the rate of 40 lbs./2,000 sf.
 3. pH of lawn soil mixture will be adjusted by contractor to be 6.5 to 7.0. To raise pH add oyster shell lime lime (or approved equal) at rate per manufacturer's

recommendations. To lower pH add aluminum sulfate at rate of 2.5lbs./cy

The above amendments will be considered as a minimum amendment requirement for the project. Additional amendments may be required as determined by the soil test results. Landscape architect will make final determination for need of additional amendments prior to placement of soil mix in lawn areas.

Provide mixtures as required. Bulk mix on site, no off site mixing allowed.

- E. Planting of trees and shrubs will be in pits and/or beds as detailed.
- F. Plant pits will have sloping sides unless otherwise directed. Subsoil from planting excavations will be removed from the site.
- G. Plants will be planted plumb at the same level at which they have grown unless otherwise specified on the drawings. The balls of earth of balled and burlapped plants will not be loosened or otherwise damaged during planting operations. All large and fleshy roots which are bruised or broken will be pruned with a clean cut away from upper half of ball and remaining burlap adjusted to prevent formation of air pockets. Soil will be firmed at 6 inch to 8 inch intervals and thoroughly settled with water.
- H. Ground cover and perennial plants will be planted deep enough to set each individual plant at its established grade with soil well-firmed around its roots.
- I. Spread organic pre-emergent weed control in all tree and plant areas and then mulch with a 2" thick layer of mulch as specified in drawings and fertilized as directed by the Landscape Architect with commercial fertilizer and/or soil amendments. Plant areas will be cultivated and raked over, and will be left in a clean, orderly condition with willow basins or "saucers" as indicated on the detail.
- J. Fertilize each plant area or plant saucer area at a uniform rate using soil amendments required as per the topsoil test report, manufacturers recommendations and as directed by Landscape Architect.
- K. Do not prune trees at planting except for specific structural corrections.
- L. All soft wood or sucker growth and all broken, dead or badly bruised branches will be removed with clean cuts.
- M. All pruning cuts will be made with sharp tools and will be sharp and clean. Pruning cuts over 3/4 inch will be painted with approved tree surgery paint immediately after they are made.
- N. All plants will be thoroughly watered during and after planting operations and as weather conditions require for the entire maintenance period. Due care will be exercised to avoid "washing out" the mulched soil. Minimum watering is considered as one soaking per week.

- O. Spray all trees and broadleaf evergreens with one application of antidesiccant in accordance with manufacturer's directions. Apply a protective film over all parts of branches, twigs, and foliage.
- P. Repair all lawn areas damaged or disturbed during planting operations as per section 02920.

3.3 MAINTENANCE

- A. Maintenance period required begins at start of planting procedure and continuing one year past approval and final acceptance by the Landscape Architect.
- B. Maintenance Requirements
 - 1. Provide monthly inspection of all plant material. Provide a monthly evaluation report of the condition and requirements of the plants to the Owner.
 - 2. All planted trees, shrubs, and ground cover, and all planting areas within the limits of this contract will be maintained until all work under this contract is approved and accepted by the Landscape Architect. Maintenance will include watering, weeding, cultivating and pruning; repairing damage due to minor washouts and gullies and other horticultural operations necessary for the proper growth of plants and maintaining a neat appearance of all work under contract. Weeds will not be allowed to attain a growth of over 6 inches before being removed. Maintenance of planting will begin immediately after each plant is planted and continue until acceptance by Landscape Architect. Maintenance will include watering, cultivating, removing dead material, resetting plants to proper grades in upright positions and restoring the planting saucer and other necessary operations. If planting is done after seeding, proper protection of seeded areas will be provided and any damage resulting from planting operations will be repaired promptly at the Contractor's expense.
 - 3. Maintenance responsibilities beginning at acceptance and continuing for a one year period will include any spraying required from observations from monthly inspection visit, pruning, fertilizing as required, remulching, weeding, and other operations necessary to properly maintain plant viability.
 - 4. At completion of the one year maintenance period Contractor will remove and regrade the earth saucer to smooth finished grade.
 - 5. Contractor will submit a maintenance schedule to the Owner.

3.4 INSPECTION FOR ACCEPTANCE

- A. Guarantee All plants within this contract, or their subsequent replacements, will be guaranteed for a minimum of two years and will be alive and in satisfactory growth at the end of the guarantee period. Period of guarantee will begin upon final acceptance of the project.

- B. Replacement At the end of the guarantee period, inspection will be made by the Landscape Architect upon written notice requesting such inspection submitted by the Contractor. Any plant required under this contract that is dead or not in satisfactory growth, as determined by the Landscape Architect, will be removed from the site. These and any plants missing will be replaced as soon as conditions permit, but during the normal planting season. All replacements will be plants of the same kind and size as specified in the plant list.
- C. Replacements will be at the Contractor's expense. A sum sufficient to cover the estimated cost of possible replacements, including materials and labor, will be retained and paid to the Contractor only after all replacements have been made and approved.

END OF SECTION

